

GENERAL TERMS AND CONDITIONS OF SALES EXTRACT

1 - GENERAL

These general terms and conditions of sale are applicable whatever the general terms and conditions of purchase of the purchaser may be.

2 - SUBJECT AND SCOPE OF OFFERS

The terms of any offer to sell relate exclusively to the goods specified in the offer.

The prices and information contained in catalogues, brochures and price-lists are indicative only

and shall not be binding on the vendor unless confirmed by the vendor.

The vendor's offer shall be valid for one month after the making thereof.

3 - ACCEPTANCE OF THE ORDER

The sale contract shall not be effective until the vendor shall have expressly accepted the purchase order.

The vendor shall not be bound by oral agreements which may have been entered into by its representatives and employees unless the purchase order is confirmed by the vendor.

4 - INSPECTION

The customer shall inspect the goods upon the receipt thereof and, by such inspection, ensure that the goods comply with the specifications stipulated or accepted by Glatfelter Scaër SAS.

The vendor shall not be liable for damages resulting from the installation and operation of goods containing defects that should have been discovered upon receipt.

5 - LIABILITY

The vendor shall be liable only if the quality of the delivered goods does not comply with the specifications contained in the offer and if the use to which they have been put is proper.

The vendor's liability is strictly limited to the replacement of defective materials, to the exclusion of any other costs and expenses, such as costs of production by the purchaser of defective products and any other indemnities or damages. In addition, the vendor shall have no liability for incidents arising from unforeseeable circumstances or "force majeure", replacements rendered necessary by deterioration or accidents caused by negligence, or by faulty supervision, preservation or use of the goods.

The purchaser shall inform the commercial department of Glatfelter Scaër SAS in writing of the discovery of any defect either :

- within 48 hours after the receipt of the goods after having carried out the inspection provided for in article 5, or

- without delay after installation and/or operation of the good if the defect becomes apparent only after such installation and/or operation.

Subject to article 5, the vendor shall be liable solely for defects that have been discovered within twelve months, unless otherwise specifically agreed by the vendor, beginning from the date of delivery.

6 - DELIVERY DATES

The contractual deadline for a delivery shall be understood to mean delivery at the vendor's factories. Deadlines for delivery are indicative unless a firm deadline is accepted in writing by the vendor. The vendor shall not be liable and is fully excused from any undertaking relating to delivery deadlines in any event of "force majeure" or any other event beyond the vendor's control.

7 - SHIPPING AND TRANSPORTATION

The terms of delivery shall be interpreted by reference to the most recently published edition of the

incoterms as at the date of the offer.

The goods shall be deemed to have been delivered on the agreed date and at the agreed place.

8 - RESERVATION AND TRANSFER OF OWNERSHIP

The vendor retains ownership of all goods until payment in full of the entire purchase price (including all related costs and expenses). The return of delivered goods which have not been paid for may be required at any time at the purchaser's expense and notwithstanding who has effective possession thereof.

As of the time of delivery, the purchaser nevertheless assumes all risk of loss or damage to the goods, and all liability for damage which they may cause.

In the event of the reorganization in bankruptcy or a liquidation of the purchaser and a claim for the return of the goods pursuant to Article 121 of the Act, dated January 25, 1985, any downpayment received by the vendor shall become a rightful property as a non-exclusive penalty constituting additional damages. This provision shall not apply with respect to non-merchant customers or governmental entities.

9 - TRANSPORTATION - CUSTOMS

All costs relating to transportation, insurance and customs shall be borne by the purchaser (unless otherwise provided by special agreement between the purchaser and the vendor set forth in the order confirmation) and all goods travel at the purchaser's risk, notwithstanding paragraph 10.1. It is the purchaser's responsibility to inform the carrier of any reservations with respect to the condition of the goods within appropriate legal deadlines even if the carrier has been chosen by the vendor.

If the goods are shipped by the vendor, unless otherwise stipulated, such shipping shall be carried out with the cost of shipping due on arrival.

10 - SUSPENSION - CANCELLATION OF ORDERS

The vendor reserves the right to negotiate the suspension or orders at any time.

The vendor reserves the right to cancel all or part of the purchase order at any time in the event that the purchaser fails to perform its contractual obligations.

In such instances, the vendor shall not be obligated to indemnify the purchaser for any direct or indirect prejudice suffered by the purchaser.

In the event of a cancellation resulting from "force majeure", non indemnification shall be due to the purchaser from the vendor.

11 - PRICES

Prices are deemed to be firm and not revisable, unless otherwise provided in the purchase order and accepted by the vendor.

Prices are not inclusive of taxes and are inclusive of packaging for goods made available at the vendor's factories.

Unless otherwise provided, prices are payable within 60 days from the invoice date. If payment has not been made by that date and after notice to pay, subject to applicable law, the purchaser shall owe a late payment penalty equal to an interest rate equal to 150 % of the legal interest rate.

12 - JURISDICTION AND LITIGATION

All sales are subject to French law :

In an amicable agreement cannot be reached, it is expressly agreed that any litigation relating to the contract shall fall under the exclusive jurisdiction of the Tribunal de Commerce de Quimper. In Quimper, France.