

International terms of sale (Unofficial translation)

Selling the products abroad is exclusively regulated by the present standard form contract. The buyer affirms that he took note of the general terms of sale and he accepts them without reservation.

The code of use of corrugated cardboard industry of the Fédération Française du Cartonnage et de Carton Ondulé de France (ONDEF) (2nd Edition 01/06/2004), is applicable, particularly the tolerance concerning the enumeration of delivered products and quality levels. The code of use is provided to every buyer, at his request, and available in Général Emballage website.

Article 1: Modifications or cancellations of orders are receivable unless the buyer requests for, 72 hours before the due date of production.

Article 2: Delivery dates are supplied indicatively. Général Emballage is not responsible of any indemnity and/or penalty for delivery delays, and this fact does not constitute a reason to cancel orders being processed.

Article 3: Preserving pending articles waiting to be delivered or withdrawn, is done at the buyer's risk if he requests for an adjournment of the delivery dates agreed before ordering.

Article 4: In case of an emergency case, Général Emballage cannot be held liable.

Article 5: When needed, the buyer and the delivery driver agreed on establishing a statement of reserves regarding the patent quality of the products, while receiving the products. To this end, a document is provided for this purpose, or reported on the back of the consignment note. The representative of Général Emballage is immediately notified by the customer.

The buyers who decline the product identification labeling or order non-print products, cannot establish any statement of reserves, unless after the reception of the products.

The claims are received, written, joined with proof elements, in a due date of fifteen (15) days after the reception of the products. Any other claim, received after 90 days of the products delivery, is not taken into consideration.

In case of a defect proved, Général Emballage must replace or refund the products. The refund is made on future orders, with a discount of 5% of the total value of the discounted bill, till depletion of the balance to be refunded.

In case of refund, the customer has to provide strong proofs which demonstrate a non-use of the concerned products.

Général Emballage is not responsible of any damage or indirect prejudice of the buyer.

Article 6: According to the exchange regulations in force in Algeria, the invoices have to be paid on the due date, without any reduce or compensation, in the bank account of Général Emballage. The bank transfer order (SWIFT type) proves it.

The discounts are attributed subject to the payment of invoices on their due date. In case of a non-payment, Général Emballage is allowed to recover its rights, by activating the export credit insurance of de la Compagnie Algérienne d'Assurance et de Garantie des Exportations (CAGEX).

Article 7: Général Emballage can improve the technical characteristics of the products, while preserving their quality and their performances, including the respect of the environment.

Article 8: The French version of the present terms of sale takes advantage above all other translations

Article 9: The present general terms of sale are exclusively established by the law and regulations in force in Algeria.

Article 10: In case of dispute or the absence of a mutual agreement, the most diligent part submits the dispute to the jurisdiction of the Court of Akbou, in the Wilaya (department) of Béjaia, Algeria, within the jurisdiction of the Head Office of Général Emballage.