ARS GENERAL CONDITIONS OF SALE AS OF 1ST MAY 2004

I. ACCEPTANCE AND AGREEMENT

These conditions will apply to all offers and sale contracts concluded by ARS. Any clause added by the Buyer in his Purchase Order or in any other document will be valid only unless accepted in writing by ARS. Should the Buyer fail to send written notice of rejection within 30 days of receiving the Purchase Order Acknowledgement, he will be deemed to have consented to ARS' general conditions of sale.

II. CREATION OF CONTRACTUAL RELATIONS

Any commitments entered into by ARS or its agents are valid only after formal acceptance and written confirmation entered in the Purchase Order Acknowledgement. Any modification to an order in quality, quantity, or dimension, or any change to the requested delivery dates in case of accepted orders, must be confirmed in writing by ARS in its respective Purchase Order Acknowledgement.

III. ONGOING CONTRACTS

Ongoing contracts may be renewed on request by the Buyer, subject to ARS' prior written agreement, unless otherwise agreed in writing.

IV. PRICE - PAYMENT - GUARANTEES

Unless otherwise specified in the Purchase Order Acknowledgement, invoices will be payable within 30 days after delivery. The order is subject to change or modification by ARS at any time for any reason. Any claims regarding the goods must be registered with ARS within 30 days of delivery. ARS reserves the right to accept or reject any claims beyond this period.

V. LATE OR NON-PAYMENT

If payment is not received within the due date, ARS reserves the right to charge interest on the outstanding balance, subject to any applicable laws or regulations.

VI. MANUFACTURING LEAD TIMES - FORCE MAJEURE

The manufacturing lead times for each order are only estimated, and can be in no case constitute a firm commitment from ARS to deliver on a given date. Penalties for delivery delays will be, at the discretion of ARS, due to industrial disputes, unforeseen circumstances, or force majeure events.

VII. DELIVERY - TIME OF RISK

Delivery shall be in accordance with the nature of the order. In the event that the goods are not in time for the Buyer's needs, the Buyer shall be deemed to have accepted the delivery of the goods as they are, without any claim or consequence for ARS.

VIII. CONFORMANCE - INSPECTION

The Buyer consents to all standard inspections and non-destructive testing of the goods. ARS reserves the right to conduct any necessary inspections or tests on the goods. Any claim for non-conformity must be made in writing within a specified time frame as indicated in the Purchase Order Acknowledgement.

IX. CLAIMS

ARS reserves the right to reject any claim for damages or losses, subject to any applicable laws or regulations. ARS will not accept any claim for losses or damages caused by the Buyer's failure to follow the manufacturer's instructions or any other applicable laws or regulations.

X. PASSING OF OWNERSHIP

The passing of ownership shall take place at the time of delivery to the Buyer, unless otherwise agreed in writing by ARS.

XI. APPLICABLE LAW

In the event of a dispute, the law of the country where ARS has its registered office shall apply. ARS reserves the right to choose the jurisdiction and legal system of its choice.