EXEMPTION CLAUSES

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1. Limitation of liability : information

« This information is not to be taken as a warranty or representation for which we assume legal responsability nor as permission or recommendation to practice any patented invention, without a licence. It is offered solely for your consideration, investigation, verification and shall form no part of any contract with the customer. »

2. Exemption clause: terms of delivery

2.1. In cases where terms of delivery are expressly agreed upon, a 3 week delay in delivery attributable to the seller is considered to be acceptable and does not authorise the buyer to request the cancellation or suspension of the contract or to claim damages.

2.2. If a delivery delay of more than 3 weeks after the agreed delivery date arises, the buyer must, first, send the seller formal notice in writing and then allow the seller at least 2 weeks to deliver the goods. If delivery does not take place within the timeframe stipulated by the buyer, the buyer is authorised to suspend the contract.

3. Regular practices

3.1. OPTION A. « A will exercice due diligence in the fulfilment of its obligations in accordance with this Agreement and its performance will be in accord with the regular practices in the petroleum industry. »

SAMPLE