

GENERAL TERMS OF SALE

Article 1 – Application of the general terms of sale - Enforceability of the general terms of sales

These general terms of sale (GTS) form the basis for all commercial negotiations and are systematically sent or transmitted to any buyer in order to place an order.

Consequently, and unless specifically agreed, placing an order implies the buyer's full and unconditional acceptance of these general terms of sale to the exclusion of any other document such as brochures and catalogues published by the seller with a purely indicative purpose.

No special conditions may prevail over the general terms of sale, unless expressly and formally approved in writing by the seller.

Any condition of a contrary nature put forth by the buyer, unless expressly approved, shall be considered non enforceable with regard to the seller, regardless of the time when it may have been brought to its knowledge.

The seller not availing itself at a given time of any provision of these general terms of sale may not be interpreted as renunciation to avail itself thereof in the future.

Article 2 – Orders

To be valid, an order must indicate in particular the quantity (eventually : the brand, type and references) of the goods sold as well as the agreed price, the payment terms, the date and location of delivery or removal.

Orders are considered as final once they have been confirmed in writing (fax, email...) by the seller, even if said orders were placed through agents or sales staff, and after payment of an advance as stipulated hereafter (article 10).

In the absence of any special agreement, confirmation of an order implies approval by the buyer of the seller's general terms of sale, recognition of having read and understood them and renunciation to apply its own purchasing terms and conditions.

Benefit from the order is personal to the buyer and may not be transferred without the seller's approval.

Article 3 – Changes to an order

An order may only be changed with the seller's express approval.

Article 4 – Price

Goods are sold at the current price on the day of delivery.

This price is indicated in euros and does not include applicable VAT on the day the order is placed.

In the absence of any special agreement, these are net prices, not including shipping costs or taxes and based on the prices indicated to the buyer.

Any duties, VAT, taxes, rights or other fees to be paid in accordance with French regulations or laws applicable by an importing country or transit country are at the buyer's expense.

All orders for an amount under 1,000 euros excluding VAT shall be subject to payment of a fixed sum of 50 euros excluding VAT to cover administrative costs.

Article 5 – Delivery

5.1 - Terms and conditions

Delivery is carried out in compliance with the order, either by direct transmission of the goods to the buyer, or by simple notice of availability or by delivery to a carrier or shipping company for delivery to the buyer's premises (or warehouse).

5.2 - Delivery times :

Delivery deadlines are indicated as accurately as possible but depend on the seller's options in terms of procurement and transport.

Exceeding of delivery deadlines is not subject to payment of any indemnity, deductions from or cancellations of current orders.

However, if the goods have not been delivered 2 months after the indicated deadline, for whatever reason other than *force majeure*, the sale may be cancelled by either party ; the advance payment shall be returned to the buyer, excluding any other indemnity or compensation.

The following circumstances are considered as cases of *force majeure* releasing the seller from its delivery obligations : wars, riots, fires, strikes, accidents, the inability for the seller itself to obtain supplies.

The seller shall inform the buyer in due time of the occurrence of the above-mentioned circumstances and events.

In all cases, timely delivery may only take place if the buyer is up to date in its obligations with regard to the seller, for whatever reason.

5.3 - Risks

The goods are delivered carriage paid or cash on delivery (COD) to the agreed address ; in all cases, they are shipped at the recipient's own risk, who is responsible in case of loss or damages for indicating any necessary contestation and confirming any reservations by extrajudicial act or by registered letter with acknowledgment of receipt to the shipping company within three days of reception of the goods.

Article 6 – Reception

Without prejudice to any action with regard to the carrier or shipping company, claims concerning obvious defects or non-conformity of delivered goods with regard to the ordered goods or the shipping order must be made in writing within three dates of reception of the goods.

It is the buyer's responsibility to provide all supporting evidence concerning the reality of any reported defects or anomalies. It must enable the buyer to verify such claims and to remedy the problem. It must refrain from personally intervening or involving a third party for that purpose. For goods sold in packaging, the weights and measurements on departure shall be valid for ascertaining the quantities delivered.

Article 7 – Returned goods

7.1 - Terms and conditions

Goods may be returned subject to a formal agreement between the seller and the buyer. In the absence of such an agreement, any returned goods shall be kept at the disposal of the buyer and no credit voucher shall be provided. Costs and risks involved for returning the goods are always at the buyer's expense.

Goods must be returned in the state in which the supplier delivered them and the return slip must be attached to the package.

7.2 Consequences

In the event of obvious defects in the goods or their non-conformity duly recorded by the seller in accordance with the above-mentioned procedures, the seller may choose either replacement goods free of charge or the reimbursement of the goods, to the exclusion of any other indemnity or compensation.

Article 8 – Warranty

8.1 - Extent of coverage

The goods are guaranteed against any material or manufacturing defects for a period of one year as of the delivery date. Interventions under the present warranty coverage do not have the effect of prolonging the duration thereof.

The coverage only provides for obligation on behalf of the seller to either select the replacement of the goods free of charge or the repair of the goods or the replacement of any part its departments consider defective unless this type of repair is considered impossible or disproportionate. To benefit from the warranty, all goods must first be submitted to the seller's after sales service and their approval is required before any replacement may take place. Any eventual shipping costs are at the buyer's expense and it is not entitled to any indemnity for the period during which the goods are out of use for repair under the terms of the warranty.

8.2 - Exclusions

The warranty does not apply to obvious defects.

Are also excluded any defects or deteriorations from normal wear and tear or external accident or a modification to the goods that was neither scheduled or specified by the seller.

Article 9 – Invoicing

Except as otherwise agreed, an invoice is drawn up for each delivery and transmitted at such time.

Article 10 – Payment

10.1 - Terms

Except as otherwise agreed, payment is made by bank transfer under the following terms :

- 100 % on confirmation of order.

10.2 - Delays or default

In the event of payment delay, the seller is entitled to suspend all current orders, without prejudice to any other right of recourse.

Any sum remaining unpaid at the due date indicated on the invoice shall by full right bear interest at the legal rate + 8% as penalties for late payment as of the day following the due date on the invoice.

In the event of payment default, forty-eight hours after serving notice with no results, the seller is entitled to automatically cancel the sale and request the return of the goods by summary proceedings, without prejudice to further compensation. The cancellation affects not only the order in question but also all prior unpaid orders, regardless of their delivery or payment status. In the event of payment by means of commercial paper, failure to return the commercial paper shall be considered as refusal of acceptance and comparable to payment default. Similarly, if payment is made in instalments, failure to pay a single instalment shall lead to all of the debt becoming immediately payable, without delivery of any formal notice.

In all the above cases, any sums due for other deliveries or for whatever reason, become immediately payable if the seller does not elect to cancel the corresponding orders.

The buyer shall also automatically be liable to pay a fixed compensation for recovery costs, (without prejudice to any claim for additional compensation, based on supporting documents) the amount of which is set by law.

Under no circumstances may the payments be suspended or be in any way compensated without the seller's prior written agreement. Any partial payment shall initially be charged to the non-preferential part of the debt, then to the sums that have been outstanding for the longest.

10.3 - Guarantee or payment requirements

The seller reserves the right at any time and based on risk exposure, to set each buyer an overdraft limit and to request payment guarantees.

This is the case particularly when a change, assignment, pledge or contribution of its business asserts have a negative impact on a buyer's creditworthiness.

Article 11 – Risks

The buyer bears all risks, even in the event of an agreed carriage paid sale, as of shipping from the seller's warehouses.

In all cases, the goods are shipped at the buyer's own risk and as a result, in the event of accident, damages or loss, it must make the required reservations or file the necessary claims with regard to the carriers concerned.

Article 12 – Retention of ownership

The seller retains ownership of the goods sold until full payment of their price in principal and interests.

Failure to pay on the agreed date entitles the seller to reclaim the goods, and the seller may by full right decide to cancel the sale and any advance payment shall be retained by the seller as compensation for use by the buyer.

Article 13 – Jurisdiction - Disputes

In the event of a dispute concerning the interpretation or the performance of their contracts, before taking any legal action, the parties shall seek an amicable settlement and transmit to this intent any necessary information.

If an amicable settlement to the dispute is not reached within a maximum period of 3 months, or in the event of any litigation or dispute relating to creating or executing the order, the Commercial Court of BESANCON shall be solely competent unless the seller prefers to refer the case to another competent jurisdiction.

This clause applies even in the case of summary proceedings, incidental claims or multiple defendants or third party claims, and regardless of the payment type or terms, and no clause conferring jurisdiction which may exist in the buyer's documents shall prevent the application of this clause.