

# TERMS & CONDITIONS

## GENERAL TERMS OF SALES

Version of December 1st, 2017

### 1 - GENERAL CLAUSE

All our contractual relations (orders, deliveries, deadlines, deposits, terms of payment...) are subjected to the present General Terms of Sales which prevail over the conditions of our customers including those appearing on order forms or in their General Terms, except formal, express and written dispensation of our part. No order or commitment taken by our collaborators will become final until they have been accepted and confirmed in writing by our company.

The present General Terms of Sales have been transmitted to the purchaser before the sale is completed and this in order for the purchaser to read them and return to the seller if necessary. As such, these General Terms of Sales can not be considered as a standard document provided and imposed by the seller.

### 2 - DELIVERY DEADLINES

Delivery times are given for reference only. Any delays, caused by any reason whatsoever, do not entitle the purchaser to cancel the sale, nor to refuse the goods, nor to claim damages.

Our company is released from its delivery obligations for fortuitous event, and/or case of force majeure. In particular, are considered as such: all-out or partial strikes, floods, fires, war events, as well as any impossibility for the seller to obtain the products covered by the order under the conditions agreed with the purchaser for a reason due to the producer.

When a sale contract stipulates a deadline granted to the purchaser to remove goods, and in the event of their non-removal at the expiration of the aforementioned deadline, our company can, at its discretion and without prejudice of damages, consider the sale as rightfully cancelled or oblige the purchaser to take delivery, the whole without any prior formal demand, this already existing as a result of the due dates of the contractual dates agreed to.

### 3 - TRANSFER OF RISKS

In spite of the ownership reserve clause, the risks of the goods and their packaging, in particular those inherent to transport, are transferred, for all of our sales, to the purchaser, as soon as they are delivered, either their removal in our warehouses at the customer's request, or on delivery by our company to the place indicated by the purchaser.

It is therefore the purchaser's responsibility to take out an insurance policy against such risks.

### 4 - CLAIMS

Any claim and reserve for loss, damage or shortages recognized upon delivery must be stated on the delivery sheet and confirmed within 48 hours by registered letter with acknowledgement of receipt.

The lack of reserves upon the reception of goods extinguishes any claim regarding any apparent defects or damage.

Any dispute or claim concerning the quality of our products must be sent to us by registered letter with acknowledgement of receipt, within fifteen days of reception of

goods and before using the product. Beyond this period, no claim will be accepted. Once the purchaser has sent us his claim, within the forms and time limits set out above, we bind ourselves to replace any goods that we recognized non-compliant, excluding any damages.

No claim will be accepted for any use that is not in compliance with the rules of storage and use.

## **5 - CHARACTERISTICS OF OUR PRODUCTS**

Unless otherwise stipulated, our products are of standard industrial quality.

Beyond the sales specification, which only engages our responsibility, any information or documents (in particular, but not limited to: notice on a formulation, instruction for use, technical advice, tests, etc.) is given as a guideline: the purchaser must ensure, if necessary by testing, the technical and regulatory compatibility of the product with its particular use, and remains solely responsible for such use.

It is the purchaser's responsibility to check compliance of the product received. In no event the seller shall be liable for any damage resulting from the use of the products or from their being placed on the market by the purchaser if this one has not previously verified their conformity.

The purchaser assumes all the consequences of erroneous use, or use that is not in compliance with cautious and conventional usages and the prescriptions of the Safety Data Sheet.

## **6 - LIMITATION OF LIABILITY**

Our liability solely consists in delivering a product in compliance with its sales specification. No guarantee, expressed or implied, is given due to possible other documents or information shared with the seller.

If our contractual liability is incurred, our obligations are limited to replacement, at our expense, of the product concerned, or in reimbursing the price if it has already been paid.

In any case, the financial consequences of our contractual liability are limited to the price of the product, except personal injury or gross negligence or willful misconduct.

## **7 – OWNERSHIP RESERVE CLAUSE**

The seller retains the ownership of the goods sold until payment of the full price, in principal and any additional cost.

## **8 - PRICE – TERMS OF PAYMENT**

Our goods are invoiced at the price confirmed to the purchaser.

We reserve the right to charge above the price of the goods, the management fees for orders of less than 300 € excl VAT, and the additional costs of delivery, when delivered quantities to be delivered are less than 300 kg.

A contribution towards the cost of diesel is applied depending on the evolution of the INSEE overall price, incl. VAT for diesel.

Our terms are payment at 30 days unless special exemption written. No discount will be granted in the event of an early or cash payment.

In the event that payment terms would be granted, the non-payment at the stipulated due date, or the non-acceptance of the bills of exchange, will cause the outstanding amounts to become immediately payable. We further reserve the possibility to renege unilaterally on payment terms accepted by us, and request a cash payment if there is any doubt as to the customer's solvency. Pursuant to Article L 441-6 of the French Commercial Code, the purchaser will be legally obliged, in the event of late payment, to settle penalties calculated on the full amount due at the rate of three times the legal

interest rate applicable. He will also be liable, in addition, to pay a lump sum fee for recovery of an amount of forty euros.

These penalties and indemnities do not affect the possibility for the seller to recover the amount owed, by any legal means.

Finally, and notwithstanding the foregoing, if a sale involves multiple deliveries, the invoices are payable as and when they were issued, without waiting for the order to be fully delivered. Failure to pay any one of these invoices authorizes us, without formal demand, to consider the said sale as cancelled.

Bills of exchange are not a dispensation from the place of payment which is our registered office.

## **9 – SETTLEMENT OF DISPUTES**

Any disagreement or dispute concerning the execution or interpretation of our terms of sale, even in case of appeal or multiple defendants, and without any mutual agreement, will be referred to the exclusive Commercial Court in the jurisdiction of which our company's head office is situated.

The applicable law is French law.

## **10 - RETURNABLE PACKAGING**

Returnable packaging remains our property. It cannot be misused. It is taken back at the cost of deposit only if we be returned clean and in good condition, within a maximum period of 3 months from the date of shipment. At the end of that period, packaging is considered sold to the purchaser at the price of the deposit. The return costs are charged to the customer. A contribution towards the cost of cleaning and destruction is due.

Returnable packaging shall not serve any other purpose than the housing of the product contained on delivery. Otherwise, the tagout may be refused and the destruction costs charged.

## **11 - SAFETY, ENVIRONMENT**

Regarding chemicals, any order implies that the purchaser complies with legislative and regulatory provisions that concerns him, in particular those relating to the protection of workers, protection of the environment, transportation of hazardous materials, and to the good practice of his profession.

The safety datasheets for our products are available on the internet.