

All of the deliveries and services to private legal entities and public legal entities shall be governed exclusively by the following terms and conditions:

I. OFFER AND ACCEPTANCE / WRITTEN FORM

1. Any delivery contract and/or order as well as any amendments, ancillary agreements and other agreements shall become binding only upon confirmation by the seller.
2. Unless otherwise agreed in these present General Conditions of Sale and Delivery, the delivery contract and/or order as well as any amendments, ancillary agreements, declarations regarding its termination or other declarations and notifications shall require written form.
3. With the receipt of the seller's confirmation and/or acceptance of the ordered goods or services the customer accepts the seller's General Conditions of Sale and Delivery. The seller shall not be bound by any general terms and conditions of the customer that differ from these General Conditions of Sale and Delivery. The seller hereby expressly objects to any such differing terms and conditions. Such differing terms and conditions shall not become part of a contract and/or an order, either by acceptance of the order or implicitly by any other act.

II. PRICES / PROCESSING FEES

1. The prices and discounts applicable on the date of delivery or performance plus the relevant statutory Value Added Tax (VAT) shall apply.
2. The seller may charge an additional processing fee for an order and/or contract if quantities do not reach the minimum quantities and/ or minimum order value as contained in the relevant price list.

III. DELIVERY TIMES / DELAY / SCHEDULE TRANSACTIONS

1. A delivery period shall begin to run from the date of confirmation of the order but in no case earlier than the date of final agreement on all matters to be clarified with the ordering party prior to the start of production.
2. In case of any unforeseen or unavoidable event in the production or other obstacles such as force majeure, regarded as wider than the French case law definition and including natural disasters (such as earthquakes, tsunamis, storms, floods, fires), wars, armed conflicts, terrorist attacks, labor disputes, strikes, injunction from the public authorities or other disruptions in the seller's business or in the business of the seller's suppliers as well as delayed delivery by the seller's suppliers. The occurrence of such event shall enable the seller to extend the delivery period by a period of time equal to the duration of such force majeure event. The seller shall inform the customer of the start and end of such circumstances as soon as possible.

3. To the extent that the seller is liable of the delay and the customer incurs any damage as a result thereof, the customer may demand delay compensation. Such delay compensation shall amount to one-half percent (0.5%) for each full week of delay of the value of that part of the total delivery that could not be used as anticipated by the contract and/or order as a result of the delay. This delay compensation constitutes a sole and exclusive remedy for delay, excluding and discharging of client's delay prejudice, is capped to five percent (5%) of the value of the goods delivered in delay. The customer may terminate the contract and/or order in accordance with the applicable statutory provisions only if the seller is sole responsible of the delay of delivery.
4. To the extent that the seller has agreed with a customer that a particular delivery volume is to be delivered within a specified time period ("Agreed Period") and that the customer has the right to determine the specific delivery date, the customer must notify the seller of the desired delivery date not less than twelve (12) weeks prior to such date. After the Agreed Period has expired, the seller may invoice the customer for any volume of products with respect to which delivery has not been requested and deliver such products.
5. Partial deliveries are permissible to the extent that such partial deliveries are not unreasonably burdensome for the customer.

IV. PACKAGING / SHIPPING / INTRA-COMMUNITY SUPPLY

1. Delivery shall be EXW (Incoterms 2010) from the location designated in the offer and/or order confirmation.
2. The method of packaging and the packaging material will be determined by the seller at his sole discretion.
3. Palettes, containers, and other reusable packaging remain the property of the seller and must be returned by the customer to the seller's delivery center without undue delay and at no charge to the seller. The seller shall invoice disposable packaging at cost and will not take back such packaging.
4. The customer shall be responsible for additional costs for express shipping and for the mailing costs for small item deliveries.
5. In case of deliveries into other EU member states ("Intra-Community Supply") the customer is obliged to support the seller with any reasonable assistance in order to prove the Intra-Community Supply. In particular, the seller can request a signed and dated confirmation of the Intra-Community Supply containing at least: name and address of consignee, quantity and commercial description of the goods and place and date of receipt of goods. If the customer does not comply with the aforesaid cooperation obligation, the customer shall be liable for any damages resulting thereof, especially shall compensate any value added tax (VAT) imposed on the seller.

V. PAYMENT

1. Payment must be made without any deductions to the seller's bank account within thirty (30) days of emission of invoice by the seller. Invoices shall be deemed to have been received within 3 days of dispatch, unless the customer proves otherwise. In case of periodical invoices, the payment's delay shall not exceed forty five (45) calendar days from submission of the invoice by the seller.
2. In application of article L.441-6 French commercial Code and in addition of the these General Conditions of Sale and Delivery, in case of late payment, interests on late payment shall be owed to the seller, without formalities at the EURIBOR rate plus ten (+10) points calculated on the exact number of days elapsed from the payment due date until actual full payment date, without the rate being lower than twelve percent (12%) per year.

In case of late payment, according to article 441-6 paragraph 12 French commercial Code, a flat-rate allowance of forty (40) euros shall be paid as recovery costs, in addition to the late payment interests scheduled. On the understanding that when the recovery costs are higher than the flat-rate allowance, the seller can also demand a complementary allowance.

3. The client cannot retain any payment on the basis of any counter-claim or to set-off such payment in relation to any counter-claim unless such counter-claims or set-off are undisputed, or have been finally judicially determined.

VI. RETENTION OF TITLE

1. The seller shall remain the owner of the goods until the complete payment of the full price in principal and accessory. The payment shall be considered to have occurred only upon receipt of the payment on the seller's bank account. In the event of any payment default, the seller shall be entitled to claim the goods. The customer shall identify the goods as seller's ownership until full payment is made and the seller's goods shall be considered as the ones that the customer has in stock.
2. The customer commits to identify the goods of the seller, in purpose to ensure the proof of the origin and seller's ownership and to inform every third party who will try to seize it.
3. In the event of the cession of the goods which are subject of this hereby retention of title, the customer undertakes, by an explicit agreement, to reverse by advance to the seller, as security and until the payment of the full price of the goods, the receivables of the third parties which are committed to the customer as a result of the cession.

VII. WARRANTIES / LIMITATION OF LIABILITY

1. The statutory rights of the customer pursuant to the articles 1603 and 1641 to 1649 of the French civil Code shall apply subject to the following conditions:
 - a. To the extent that supplied goods are unusable in whole or in part due to any defect, the seller shall at its reasonable discretion, either cure such defect at no cost to the customer or deliver, at no cost to the customer, defect-free goods (hereinafter

“Supplementary Performance”). The seller is not responsible for damage due to natural wear and tear during the time of use.

- b. The customer must grant to the seller a reasonable period of time and reasonable opportunity to permit Supplementary Performance, which Supplementary Performance will be performed by the seller in its reasonable discretion. The customer has the right to perform Supplementary Performance itself or to cause a third party to perform such Supplementary Performance and, in each case, demand reimbursement of the costs associated therewith, only (i) in case of emergency relating to operational security, (ii) to avoid unreasonably high damages or (iii) when the seller is in default with respect to the Supplementary Performance. The customer must notify the seller immediately of an occurrence of any of the events described in the previous sentence.
2. The additional statutory rights of the customer apply subject to the following:
 - a. Claims for damages for whatever reason are excluded, unless caused by the wilful misconduct or gross negligence of the seller or by wilful misconduct or gross negligence by any party assisting in the performance of the obligations of the seller.
 - b. The aforementioned exclusion of liability shall not apply insofar as any claim arises from a breach of fundamental contractual duties. To the extent that the seller negligently breach a fundamental contractual duty, his liability shall be limited to reimbursement of the ordinary foreseeable damage.
 - c. Liability for personal injury and in accordance with mandatory product liability shall remain unaffected thereby.
 - d. As far as the seller’s liability is excluded or limited, such exclusion or limitation shall also apply to any personal liability of the seller’s employees, representatives and persons assisting in the performance of his obligations.
 - e. The customer shall inform the seller without undue delay in writing about, or enable him to document, any costs, expenses and damages which the seller has to reimburse.
 3. The seller’s liability is hereby excluded unless Section III number 3 or Section VII numbers 1 and 2 provide otherwise.
 4. Defects must be notified to the seller after discovery without undue delay. The customer’s obligations, under article 1604 of the French Civil code and according to the French case law about the compliance of the delivery, shall remain unaffected. The delivered goods with respect to which defects have been notified must be kept available for the seller. The seller shall bear the costs of any return shipment to him only if such shipment takes place at the request of the seller.
 5. The customer shall bear the burden of proof for establishing the elements of any breach of duty on the part alleged of the seller by the customer. This burden of proof shall also apply with respect to the wilful misconduct or negligence of the seller.

6. Claims for defects are subject to a time bar period of twenty-four (24) months beginning with the delivery of the delivered goods unless applicable mandatory statutory law provides for a longer limitation period.

VIII. GUARANTEE / PROCUREMENT RISK

1. Guarantees and procurement risks require, in order to be validly assumed by us as specific assumption of risk expressly designated as such.
2. The assumption of any guarantee or procurement risk shall require written form in order to be effective.
3. The customer agrees with the seller that statements in his catalogues, printed material, brochures and other general information in no event and at no time constitute a guarantee or the assumption of the procurement risk.

IX. USE OF SOFTWARE

1. To the extent that the scope of delivery includes software, the seller hereby grant to the customer a non-exclusive, non-transferable license that is limited to a definite time period pursuant to the provisions of the particular delivery, to use the software and its accompanying documentation in connection with the relevant delivered item. The software may not be used in connection with more than one delivered item. The granting of sub-licenses is not permitted.
2. The customer may reproduce, revise, translate or modify from object code to source code the software only within the statutorily permitted scope to assure the interoperability of the software (article L.122-6-1 French Intellectual Property Code). The customer may not remove manufacturer information - in particular copyright labels or notices - or make any other modifications without the prior written express consent of the seller. The seller reserves all other rights to the software and the accompanying documentation, including copies.

X. CONFIDENTIALITY

1. The customer and the seller will keep confidential all information received from each other. This confidentiality provisions shall apply during the validity period of the order and/or contract, and shall continue to apply after expiration or termination of the order and/or contract for a five (5)-year time period. The confidentiality obligation does not apply to information that (i) the receiving party had already obtained legitimately at the time of disclosure, provided such information was not subject to a confidentiality obligation or (ii) that the receiving party later obtains independently and legitimately without being obliged to keep such information confidential, or (iii) that is or becomes generally known without any breach of contract and/or order by one of the parties.

2. Each party retains title and all rights to all documents or other media made available to the other party. Such documents or other media may be reproduced, replicated or transferred to third parties only with the prior consent of the party making such available.

XI. MISCELLANEOUS

1. The place from which the seller's delivery originates shall be the place of fulfilment of the obligations of the seller.
2. The parties undertake to search an amicable settlement to their disputes before going to court. In the event of dispute between the parties which they are unable to settle amicably within thirty (30) calendar days after notification of the dispute by one party to the other party, such dispute shall be finally settled by the competent jurisdictions of Strasbourg (France), even in case of plurality of defenders, guarantee or interim order.
3. The contractual relationship shall be governed by French Law to the exclusion of any rules governing the conflict of laws. The application of the Convention for the International Sales of Goods (CISG) is hereby expressly excluded.
4. The failure to assert, in whole or in part, any right arising from the present General Conditions of Sale and Delivery, a delivery contract and/or order shall not be construed as a waiver of such right or any other right.
5. If any provision of these General Conditions of Sale and Delivery is or becomes ineffective, the remaining provisions shall remain valid. In such case, the seller and the customer shall replace such provision with an effective provision which most closely reflects the commercial purpose of the ineffective provision.