

GENERAL CONDITIONS OF SALE

1. Definitions

For the present general conditions of sale (the "**General Conditions of Sale**"), the term "**Company**" shall mean Bollig & Kemper France SAS, the legal details of which are mentioned in the footer of the present conditions and the term « **Client** » shall mean all persons, meaning all individuals or legal entities, who, within the scope of their professional activity, purchase or express an intention to purchase products sold by the Company. The Company and the Client are collectively referred to as the "**Parties**" and individually as a "**Party**".

2. Scope of Application

The General Conditions of Sale have as their purpose to apply and set out all rights and obligations applicable to any agreement entered into between the Company and its Clients in relation to the sale of products supplied by the Company.

The General Conditions of Sale are systematically addressed or handed over to every Client and, except when formally agreed in writing by the Company, in accordance with article L.441-6 of the commercial code, the General Conditions of Sale shall prevail over any general conditions of purchase of the Client or over any other document to which the Client refers. In this regard, in the absence of written reserves within three (3) days following receipt of the General Conditions of Sale, the Client shall be deemed to have accepted the terms and conditions of the present General Conditions of Sale notwithstanding any other clause or stipulation in the orders or in general conditions of purchase, if any.

3. Orders

3.1 Order conditions

For an order to be effective, it must mention in particular the quantity, the commercial reference of the products, the product type as well as the agreed price, the currency, the payment conditions, the place and date of delivery or of pick up of the products.

Even when orders have been received through seller representatives or employees, orders shall only become firm and final on confirmation in writing to the Client.

The Company has the right to request the payment of a down payment of 5% of the total amount of the order prior to the sale of products to the Client.

Except as specifically agreed otherwise in writing, confirmation of the Company's acceptance of the order shall automatically entail the Client's acceptance of the Company's conditions of sale including the General Conditions of Sale, acknowledgement that it is perfectly cognizant of them and waiver of its own purchase conditions.

The benefit of the order and the resulting contract is personal and the Client may not assign or transfer it without the prior written consent of the Company.

3.2 Availability and quantity ordered

Given the specific characteristics of the products, the Company hereby reserves the right to deliver a quantity of products that is 10% more or less than the quantities provided for in the order made by the Client and accepted by the Company.

In the event there is a low amount of products in stock or of raw materials needed for the manufacture of the products, the Company shall fulfil each order in order of arrival and within its availability limitations. In this regard and/or in the event the Company is unable to deliver the quantity of products ordered in a single delivery, the Company reserves the right to make partial delivery of the quantity of products ordered.

3.3 Modification of order

Except if it is expressly agreed by the Company in writing, any request made by the Client to modify or cancel an order can only be taken into account by the Company if made in writing and received by the Client within 1 month from when the products were ordered.

The Company reserves the right to accept or refuse the request to modify or cancel the order.

Except if it is expressly agreed otherwise by the Company in writing, if the Company accepts the request to modify or cancel the order, if any down payments have been paid, they may only be reimbursed to the Client by way of exchange of goods as determined in each case by the Company in the event of modification of the order and, in the event of cancellation, accrue definitively to the Company. When down payments have not been paid, compensation in an amount up to a maximum of 5% of the total amount of the products ordered, fixed in each case by the Company, shall be due to the Company by the Client.

3.4 Right to cancel or refuse an order

The Company reserves the right to cancel or refuse any order made by a Client with whom the Company may have a lawsuit or dispute relating to the payment of any other order without compensation.

4. Price

The Products are supplied priced in Euros as negotiated and agreed between the Parties. Except as specifically agreed otherwise in writing, the prices are understood as being net, including standard packaging, exclusive of transport EXW (ex-warehouse) (Incoterms ® 2010), exclusive of tax, based on a quote/price offer by the Company to the Client.

Except as specifically agreed otherwise in writing, the prices communicated by the Company to the Client in a quote/price offer shall remain valid for a maximum period of one (1) month from when the quote/price offer was sent to the Client.

The prices proposed by the Company may be subject to variation during the calendar year in particular based on any price increases from the Company's suppliers and/or the price of raw materials.

Any tax, duty, right or other service requiring payment pursuant to French regulations or those of a country of import or transit country are for the Client's account.

5. Payment

5.1 Payment conditions

Except as specifically agreed otherwise in writing between the Parties, the payment date is set at thirty (30) days from the end of the month in which the invoice was issued. In the event of a deferred or term payment, payment in terms of the present clause shall not mean the simple remittance of commercial paper or a cheque entailing an obligation to pay, but their settlement on the agreed maturity date. Payment shall be made to the Company in the place of its registered office.

5.2 Delay or default

In the event of delay in payment, the Company may suspend all pending orders, without prejudice to any other action.

Any amounts not paid on the due date indicated in the invoice shall automatically entail application of penalties as from the day following the due date mentioned in the invoice in an amount equal to three (3) times the legal interest rate. The penalties shall be due and payable upon simple request by the Company. In addition, a supplementary penalty is due, a lump-sum of 40 € for recovery costs, as to the decret n° 2012-115 dated 02nd October 2012.

In the event of payment default in whole or in part of the price, forty-eight hours after formal notification without response served in accordance with clause 16.1 of the present conditions, the order shall be automatically terminated if the Company so wishes who may, by interlocutory application, request that the products be returned, without prejudice to any damages. Unless expressly stipulated otherwise by the Company in writing, termination shall automatically affect not only the order in issue but, also, all previous unpaid orders, whether delivered or being delivered and whether payment is or is not due. In case of payment by commercial paper, any default on the paper returns will be considered as non-acceptance equivalent to payment default. Equally, where payment is by instalments, non-payment of a single instalment shall automatically entail immediate due payment of the entire debt, without formal notice, or any other formality.

In all the above-mentioned cases, the amounts that would be due for other deliveries, or for any other purpose, shall automatically become due. The Client shall reimburse all costs and expenses incurred to recover the amounts due, including all fees and costs of ministerial officers.

Payments shall not, in any event, be deferred or made subject to any kind of set off or retention of title without the prior written consent of the Company. Any partial payment shall be imputed firstly against that part of the claim without priority, then against the amounts for which the due date is the furthest back in time.

6. Delivery

6.1 Delivery conditions

Delivery shall be performed in accordance with the order either by making the products available to the Client or handing over the products to a carrier, to the Client or its representative at the premises or warehouses of the Company. Except as specifically agreed otherwise in writing, delivery of the products is done by making the products available at the premises or warehouses of the Company Ex Works (EXW) (Incoterms® 2010).

When delivery is made by direct handing over of the products, the Client undertakes to take delivery within seven (7) days after notification of availability. After this period, the Company may treat the order as cancelled and the sale unilaterally terminated by the Client unless the Company accepts in writing a request by the Client to keep the products ordered at the Company's warehouses. In keeping the ordered products, the Company may request payment from the Client for expenses of keep and the ordered products kept by the Company shall be at the risk and peril of the Client and under its sole responsibility.

6.2 Timeframe for Delivery

The Company is authorised to proceed with total and partial deliveries.

The timeframes for delivery are indicated as precisely as possible but are given solely for information purposes (only between professionals) and dependent upon the Company's sources of supply and transport.

Therefore, any delay in delivery by the Company shall not give rise to damages, withholding nor cancellation of pending orders or refusal of products ordered and delivered.

6.3 Risks relating to delivery

In all cases, even in the event of delivery freight prepaid, the products are delivered and carried at the sole risk and peril of the Client as receiver of the carried products. In this respect, it will be for the Client to verify the weight and quantity of the products delivered upon reception.

In accordance with article L.133-3 of the commercial code, in the event of damage or short delivery, it is for the Client as receiver to carry out all necessary reports and to confirm its reservations by extra-judicial act or by registered letter with acknowledgement of receipt addressed to the carrier within three (3) days following receipt of the products.

The Company shall not in any event be held liable for any damage or loss resulting from carriage of the products.

7. Reception

Without prejudice to the measures to be taken vis-à-vis the carrier, all claims in relation to apparent defects or non conformity of the product delivered to the product ordered or to the shipping slip, must be made by the Client in writing within ten (10) days from the date the products were available.

It will be for the Client to provide all evidence as to the existence of the defects or anomalies noted. The Client shall allow the Company every assistance in proceeding to the establishment of such defects and to remedying them. It shall refrain from intervening itself or having a third party intervene for this purpose.

Quantitative tolerances relating to delivery shall be 10% more or less based on the number of units mentioned in the order.

8. Returns

8.1 Return Conditions

Any product return must be the subject of a formal agreement between the Company and the Client. Any product returned without such agreement shall be held to the order of the Client and shall not entail the issuing of a credit note. The cost and risk of the return shall always be for the Client's account.

Notwithstanding any contrary stipulation, no return shall be accepted following a period of fifteen (15) days after the delivery date.

The products returned shall be accompanied by a return slip to be fixed on the packaging and must be in the condition as delivered by the Company.

8.2 Consequences of returns

Any return accepted by the Company shall lead to the issuing at the Company's option of either a credit note, or exchange of a similar product of equal value for the benefit of the Client, after establishing the quality and quantity of the returned products. Returns not compliant with the above procedure shall be sanctioned by the Client forfeiting any down payments it may have paid.

In the case of an apparent defect or non-conformity of delivered products, duly acknowledged by the Company in accordance with the conditions set out above, at the Company's option, the Client may obtain free replacement or reimbursement of the products, to the exclusion of any compensation or damages.

9. Guarantee

9.1 Scope of the guarantee

The products are guaranteed against any default in the product up until the expiry date indicated on the packaging as from the date of the invoice. All operations in respect of the guarantee shall not result in any extension of its duration.

Concerning this guarantee, the sole obligation of the Company shall be, at its option, to either replace the product for free or to render compliant the product or the element considered as defective through its service, except if this type of compensation appears to the Company as impossible or disproportionate. To benefit from the guarantee, all products must, in advance, be submitted to the Company's after-sales service whose consent is necessary for any replacement. Shipping costs, if any, are for the Client's account who shall not be entitled to claim any kind of compensation in the event the products are tied up due to application of the guarantee.

9.2 Exclusions

The guarantee shall not apply for apparent defects. Also excluded are defects and deterioration due in whole or in part to any actions or omissions external to the Company (including force majeure or any other defects and deterioration caused by the Client or third parties), or else by a product modification not provided for or specified by the Company.

This guarantee excludes any other compensation and may not be extended to indirect and/or consequential damage.

10. Liability

10.1 Quality, advice, conformity of the products

The products proposed by the Company comply with French law in force and with norms applicable in France.

Except as specifically agreed otherwise in writing, the quality of the products supplied by the Company is that mentioned in the specifications drawn up by the Company applicable as at delivery.

Despite (i) inspection of products and issuance of an inspection report by the Company and (ii) indications and information given by the Company, if any, on the fitness and use of the products, these are provided without liability and do not excuse the Client from undertaking evaluations and tests on the application and use made of the products by the Client for which the Company shall not be considered liable.

10.2 Liability

Notwithstanding any other provision and without prejudice to the provisions of clause 9.1 of the present conditions, the Company's liability is expressly limited to the price of the products in question and may not be invoked in the event of indirect or consequential damage such as loss of income, or markets and loss of a chance.

Any limitation of liability mentioned above shall not apply to damage for loss of life, personal injury or damage to health.

11. Security and payment requirements

Based on the risk exposure, the Company reserves the right, at any time, to fix a limit to the uncovered balance for each Client and to request particular payment deadlines or particular security for example when the Company considers that a change in, transfer of, lease of, pledge over or contribution to the Client's business would have an adverse effect on the Company's claims.

12. Retention of title and risk

The products sold remain the property of the Company until full payment of the principal price and interest. However, all risk is transferred to the Client at the latest upon shipment of the products from the Company's premises or warehouses. Consequently, for example, the products travel including during loading at the Client's risk and peril, on whom it falls in the event of damage, loss or short delivery to make all reservations and take all action as against the carrier who is liable and in the event of loss or theft of the products, the Client shall be liable.

In general, in view of transfer of risk as from shipment of the products from the Company's premises or warehouses, the Client is liable for any damage to or caused by the products and thus, the Client must take out insurance against such damage and the insurance policies taken out by the Client must mention the Company's interest as owner of the products. At the Company's request, the Client shall send if the general and professional liability insurance policy certificates, dated less than six (6) months. The insurance policies shall remain at all times continuously in force for at least twelve (12) months after the order.

13. Force majeure

Upon notification of the Client by any means, the Company reserves the right to fully or partially suspend its obligations towards the Client in the event of force majeure.

Equated to an event of force majeure are: fire, flooding, epidemics, war, riots, total or partial strike, lock out, difficulties in obtaining supplies of raw materials or of energy, manufacturing incidents, disruptions in transport or any other event which renders the manufacture or the delivery of the product impossible or ruinous.

When the event of force majeure ceases to affect the Company, the Company's obligations towards the Client shall be fully effective again for the period of time remaining and for the quantities of non-delivered products ordered.

In the event that the Company's obligations are suspended for three (3) months, the Company, on notification of the Client in accordance with clause 16.1 of the present conditions, shall be entitled to break off commercial relations and the agreements to which the present conditions are applicable, without the Client becoming legally entitled to either damages or compensation.

14. Compliance with legal requirements

Except as otherwise mentioned, the Client shall comply with all legal and administrative provisions relating to import, transport, storage and use of ordered products.

15. Waiver

Neither the non-exercising, late exercising by the Company, or partial or isolated exercising of any right, power, privilege or recourse or the repeated exercising of such right, power, privilege or recourse nor the exercising of any other right, power, privilege or recourse whatsoever granted to it under the General Conditions of Sale shall affect the full exercise of and ability to benefit from any right, power, privilege or recourse and cannot in any case be equated to waiver in whole or in part of any right, power, privilege or recourse.

16. Notification and communication

16.1 Any notification expressly provided for in the present conditions is deemed to have been validly addressed in French or in English to the Company at the address of its registered office, mentioned in the footer of the present conditions, if it is delivered by registered letter with acknowledgement of receipt or any equivalent international courier service with acknowledgement of receipt, and to the Client in the same way at its registered office or to any other address agreed for this purpose.

16.2 All other written communication provided for in the present conditions is deemed to have been validly addressed in French or in English between the Parties by simple letter, by fax or by electronic mail to the addresses agreed between the Parties for this purpose and, in default, to the registered office of the Parties, if the other Party acknowledges having been the recipient.

17. Severability of provisions

Should any provision of the General Conditions of Sale or of the agreement be considered as or become null, unenforceable, void, illegal or inapplicable in regards to the laws of any jurisdiction, this shall not affect the validity, effectiveness or the enforceable nature of any of the other provisions in any other jurisdiction, which shall not be affected or altered in any way by it.

18. Assignment

The Company may freely assign or transfer all or part of its rights and obligations resulting from the agreement to which the General Conditions of Sale apply to a company controlled directly or indirectly in the same group as the Company without the approval of the Client. Except with prior written consent of the Company, the Client shall not in any circumstances assign or transfer all or part of its rights and obligations resulting from the agreement to which the General Conditions of Sale apply.

19. Applicable law

The General Conditions of Sale are governed by French law, the United Nations Convention dated 11 April 1980 on contracts for the international sale of goods being expressly excluded.

20. Jurisdiction

All disputes relating to the conclusion, interpretation, performance and termination of the General Conditions of Sale and to any related agreement and to the breaking off of commercial relations shall be subject to the exclusive jurisdiction of the Commercial Court of Evry, notwithstanding any contrary provision in the general conditions of purchase of the Client or of any of its commercial documents (order confirmation, delivery notes, invoices, etc.).

21. Language

The General Conditions of Sale are drawn up both in the English and the French language. In the event of any conflict between the two language versions, the French language General Conditions of Sale shall prevail.