

GENERAL TERMS AND CONDITIONS OF SALE

1 - Applicability

The placing of an order implies full and unconditional acceptance by the BUYER of these general terms and conditions of sale, to the exclusion of all other documents such as technical documents or files issued by the SELLER and which are for information only. All other terms and conditions contrary, complementary or otherwise imposed by the BUYER, irrespective of when they are made known to the SELLER, are therefore unenforceable against the latter. Forbearance by the SELLER in relying on any whatsoever of these general terms of sale at any given time may not be construed as a waiver of its right to rely on any whatsoever of these terms in the future.

2 - Ordering

Orders are formalised by the signing of a purchase order between the SELLER and the BUYER. The purchase order includes the product reference numbers, their quantity, their price, the delivery date, shipping details and the various charges, fees and taxes. An order confirmation must be issued by the SELLER, making the order firm and final. The order and its confirmation must be drawn up in writing (email, fax or post). The BUYER's order is accepted on a personal basis and may not be assigned without the SELLER's prior, written consent.

3 - Modification of the order

No modification or cancellation of the order may be requested by the BUYER for whatsoever reason once the SELLER has issued the order confirmation. Failing this, the SELLER reserves the right, on the one hand, to claim damages and, on the other, to conserve, if applicable, any down payments already made by way of compensation, save in the event of force majeure or a fault attributable to the SELLER.

4 - Prices

The prices are those indicated on the purchase order and/or shown in the order confirmation. Any discount, offer, rebate or reduction must be indicated in the order confirmation and stated on the invoices. This is a legal obligation.

5 - Delivery - Terms - Lead-times

Delivery is considered definitively completed by the SELLER once the products have been delivered to the sites designated by the BUYER.

The delivery lead-times indicated in our order confirmations are only given on an indicative basis only, and any delays do not entitle the BUYER to cancel the sale, refuse the products or claim for damages.

The SELLER may in all circumstances be released from its obligation to deliver due the occurrence of a force majeure event that is unforeseeable and unavoidable, without this giving rise to the payment of damages. Delivery may only take place if the BUYER is up to date with its obligations towards the SELLER, whatever they may be and even if they are outside the scope of this agreement.

Without prejudice to any action to be taken with regard to the carrier, the BUYER must submit any claims to the SELLER regarding patent defects or nonconformities in the delivered products by letter sent recorded delivery (signed for) within eight (8) business days from receipt of the products. The BUYER is responsible for supplying any evidence of the defects or nonconformities identified. It must allow the SELLER to do everything possible to identify and remedy said defects or nonconformities.

6 - Returns

The prior written agreement of the SELLER is required for all returns of products. Any products returned without such agreement will be made available to the BUYER, who will bear the risks for them regardless of where they are located, and a credit note may not be issued for them on any account. In its written agreement, the SELLER will indicate who is liable for the cost of returning the products. In the event of a patent defect or nonconformity in the product delivered, duly acknowledged by the SELLER and solely attributable to the SELLER, the BUYER may obtain a replacement product at no cost, or a refund for any sums already paid and cancellation of the sale, to the exclusion of any other compensation or damages.

7 - Legal warranty - Scope

The product is guaranteed by the SELLER against any material or manufacturing defect, provided the BUYER notifies the defect or nonconformity to the SELLER in a timely manner after discovering it, by letter sent recorded delivery (signed for). The only obligation incumbent on the SELLER under the warranty will be to replace the product at no cost. The warranty for hidden defects excludes defects and deterioration not attributable to the SELLER.

8 - Liability

In the event of damage under any circumstances occurring due to the fulfilment or non-fulfilment of the order in whole or in part by the SELLER, the latter may only incur liability up to a maximum of 5% of the amount of the order excluding VAT, excluding the various fees and taxes and capped at €2,000 excluding VAT, and solely for direct damage. The SELLER will have no liability for indirect damage of any kind whatsoever.

9 - Payment - Terms

The SELLER's invoices are payable 30 days from the end of the month in which the invoice is received.

10 - Payment - Delays or Default

In the event of late payment, in accordance with legal provisions, the SELLER may decide, as of right and without further formalities, to apply late-payment interest at three times the legal interest rate. Said interest will be incurred as from the date on which payment was initially due up until payment is made in full. A fixed charge of €40 to cover collection costs will also be applied.

In addition to the late-payment interest, the SELLER may also, as of right and without further formalities, terminate the order concerned and suspend all orders in progress and any previous orders not definitively settled, whether they have already been delivered or are in the process of being delivered, and whether or not they are due for

payment, without prejudice to any other remedies available. Where payment for an order is in instalments, failure to pay a single instalment after formal notice to pay has been issued under the terms provided for above will result in the entire debt becoming immediately payable or the cancellation of said order by the Vendor as of right and with no further formality being required. In all of the foregoing cases, sums owed for other deliveries or for any other reason will become immediately payable if the Vendor does not opt to cancel the corresponding orders. The BUYER must refund all costs incurred through legal action to collect the sums owed. Under no circumstances may payments be suspended or subject to any offsetting whatsoever without the SELLER's prior written authorisation.

11 - Transfer of title - Transfer of risk

All products are shipped at the BUYER's risk, irrespective of the mode of transport used or terms regarding payment of shipping costs. The BUYER bears all costs and risks as from departure from the SELLER's premises, or from any other place indicated on the purchase order.

12 - Retention of title

Ownership of the products sold under this agreement will only be transferred to the BUYER after full payment of the price. The issuance of an instrument creating an obligation to pay (bill or other) does not constitute payment within the meaning of this clause. Failure to pay any sum by its due date may lead to goods being reclaimed.

13 - Product compatibility

In order to ensure it selects products fully suited to its environment and needs, the BUYER acknowledges that it has received all necessary information from the SELLER and that it has provided the latter with complete and accurate information regarding the environment, specific characteristics and other information. The BUYER thus warrants the content of the information it provides to the SELLER.

14 - Miscellaneous information

All information concerning the use and storage conditions of the products is contained in the instructions accompanying the products supplied by the SELLER. In the absence of instructions, or if the BUYER does not understand, the latter is strongly advised to contact the SELLER's teams.

15 - Jurisdiction and governing law

All of the SELLER's sales operations are subject to French law, irrespective of where the products are delivered and/or where the Purchaser is established. The parties will endeavour to find an amicable settlement to any disagreements regarding the interpretation, performance or termination of this contract or its effects. In the absence of an amicable agreement, disagreements will be referred to the Commercial Court (Tribunal de Commerce) of Lyon.