

# GENERAL TERMS AND CONDITIONS OF SALE

## 1. Application of the general conditions

These General Conditions of Sale shall apply to any commercial relation with all our clients and or all sales, whether they be national or international, regardless of any other document provided by our clients.

A placed order implicates your total and unconditional adhesion to the present terms and conditions.

Thus, in the absence of any objection on your part within 48 hours of our acceptance of your order, we consider as tacitly approved your agreement on the contents and the general terms and conditions in the sale even if clauses in your own general terms are contrary to our own.

## 2. Jurisdiction

The commercial court of Lille shall be the sole competent authority for any contestation of the present sale, even in the case of multiple defendants, third party claims or interim injunctions, whatever the clauses stipulated in the client's general conditions. Payments made or accepted do not imply any renewal or of exceptions to the jurisdiction clause.

## 3. Applicable law

Only the laws of France shall apply to decisions relating to any contestation concerning the current sale, even in the case of multiple defendants, third party claims or summary judgements whatever may be stipulated in the general conditions of the client. Payments made or accepted neither novate or override the present clause.

## 4. Date of effect of sales

Clients' debt are subject to approval by our credit insurance.

As such, sales become definitive only upon acceptance and confirmation by our credit insurance.

In the event of refusal of cover by our credit insurance, the sale will become effective only upon payment which could be requested at placement of the order or at delivery of goods.

In the latter case we retain the right to demand a form of payment which guarantees payment has been effected.

In the event of refusal of payment, the sale will be deemed never to have taken place due to non compliance with one of the binding conditions.

## 5. Difficulties of implementation

All sales are carried out subject to manufacturing capabilities and transport. Any event out of our control which causes delays, hinders or renders uneconomical the sale constitutes, by express agreement, a reason for the suspension or nullification our obligations as seller. If the event is temporary, the action will be suspended, if the event takes place for more than three months, we reserve the right to terminate the sale without compensation.

## 6. Delivery

Our products are taken from our factories or depots and travel at the buyer's risk, whatever sales conditions or methods of transport have been chosen.

Therefore, it is the buyer's responsibility to take the necessary measures concerning transporters and to assert its rights concerning an indemnity.

## 7. Delivery time

It is expressly stated that although delivery times are given as accurately as possible, they remain indicative and are in no way binding upon the seller.

Therefore, unless otherwise expressly provided for, no indemnity or penalty is due for a delay in delivery, nor is a refusal of acceptance of goods.

## 8. Defects, hidden defects or missing items

We pay particular attention to the quality and quantity of our products.

As such, any defect, hidden defects or missing items noted at delivery will be replaced only after a declaration from the buyer, with no other compensation.

## 9. Invoicing

Our invoices are established at those prices stipulated on our order confirmation.

## 10. Change in buyer's situation

In the event of a change in the buyer's situation - such as death, incapacity, receivership, suspension of payments, company dissolution or change in structure – the sale will automatically be terminated, unless we demand that the contract be fulfilled.

## 11. Payment

In the event of non-payment by the due date of our invoices, drafts or other means accepted by us or in the case of default in acceptance of the drafts, we reserve the right to demand their immediate payment without a summons to pay.

In the same way, if a sale comprises several deliveries, the non-payment or non-acceptance of a draft of one of these deliveries we retain the right, without a summons, to render the sale terminated or to suspend the deliveries.

## 12. Penalty clause

In the event of non-payment by the due date of any invoice, draft or other means accepted by us, the sums owed will be increased by 10% as a penalty for late payment.

These sums shall also bear interest at the legal rate plus 1.5% from the due date, without any notice of default being required.

## 13. Retention of title

We retain the title to all goods sold by us until their full and complete payment by the buyer. This stipulation, however, does not prevent the transfer to the client from the time of delivery of the goods, any risks of losses, of deterioration or any damage caused.

In default of payment at the due date the full price will be owed and we reserve the right to reclaim all or part of the delivered products and goods and, if applicable, to terminate the contract.

## 14. Salomonic clause

Should one of the clauses above be legally invalid the validity of the other clauses of these conditions remains unaffected.