

DEFINOX general conditions of sale

Unless specifically agreed in writing, orders submitted to us entail formal acceptance without exception of the following conditions of sale which shall prevail over all conditions of purchase.

Any specific agreements or any deviation from our general conditions must be expressly stipulated in writing. Those general conditions set out below which are not expressly modified or cancelled by such special stipulations shall retain their full and entire effect.

OFFERS

Our offers, in whatever form they may be presented (catalogues, price lists, estimates, reports etc.), are made, unless expressly stipulated otherwise, without any commitment on our part as to price, quantity or delivery periods. The article 441-6 of the Commercial Law arranges that general terms of sale establish the unique base of the commercial negotiation. Your DEFINOX sales contact is at your disposal to discuss these conditions before any order. Failing that, no condition of purchase could not prevail.

ORDERS

Orders must be submitted to us in writing. They shall be deemed binding upon receipt. We shall not be bound by orders until such time as they are confirmed by us in writing, by confirmation of receipt including our acceptance of quantity, price and delivery periods.

DELIVERY PERIODS

We are bound by the delivery periods which we indicate. Such periods run from the date of definitive and complete agreement between the parties. We shall not be liable for failure to deliver within the stipulated periods in cases of force majeure, such as war, disaster, epidemic, total or partial strike at our establishments or those of our suppliers, etc. We shall further be released from any commitment regarding delivery periods in the event of any breach of payment conditions by the purchaser or in circumstances where the purchaser fails to provide us within an appropriate timescale with documents, information, component parts or raw materials necessary for the proper implementation of its order.

The period for delivery shall be extended by the length of any tests effected at the request of the purchaser by any agency or body outside our company.

Generally, we reserve the right to suspend all deliveries in the event of any failure by the purchaser to comply with its obligations.

DESPATCH

Unless otherwise provided for, our goods are transported at the cost of the purchaser. Handling, removal and insurance costs shall likewise be borne by the purchaser.

In all cases, including in the event of DAP despatch, our goods are transported at the risk of the purchaser, on whom it is incumbent to check the consignment upon arrival and, if need be, to reserve all rights and pursue all recourse against the carrier.

Where despatch is effected under our control, this shall be done on a carriage forward basis, on the best terms reasonably available to us, in the name of and for the account of the purchaser. In no case can the seller be held liable for the mode of carriage chosen and for the charge applied by the carrier.

Packing is charged in addition to the price and is not returnable.

RECEIPT OF GOODS - COMPLAINTS

Our customers must effect formal receipt of goods upon delivery. In the event that goods fail to conform with the order in terms of quantity or quality or in the event of an obvious defect in the said goods, complaints shall be not effective unless made at the time of receipt and confirmed by recorded delivery letter within 48 hours.

Where we acknowledge non-conformity or obvious defects, our liability to purchasers acting in the course of business shall be limited to the delivery of replacement goods conforming to the order or repair of the goods delivered, to the exclusion of all damages, handling or carriage costs and the costs of invoking our liability.

PRICE

Our prices are exclusive of tax, ex works and exclusive of packing cost. Unless expressly stipulated otherwise, our prices are fixed up to the date of delivery stipulated in our order confirmation.

PAYMENT

Unless expressly stipulated otherwise in our order confirmation, our goods must be paid for in cleared funds on a "30 days end of month" basis from the date of delivery. Irrespective of the products sold, the purchaser's payments shall be allocated first to invoices relating to goods which have already been used or resold.

In the event of a dispute regarding an invoice or an invoice item, the customer must notify us of the dispute within 10 days from receipt of the invoice and pay any undisputed amounts that appear on the invoice. If notification is not made within this period, the invoice shall be deemed undisputed and shall be due and payable in accordance with the terms of this contract. In accordance with Article L441-6 of the Commercial Code, any overdue payment shall give rise, at the discretion of the seller, to the following with effect from the first day of the delay:

- application of late payment interest at a rate equivalent to the most recent refinancing rate of the European Central Bank plus ten basis points (Economic Modernization Law no. 2008-776 of 4 August 2008);

- application of a fixed indemnity of 40 euros for costs of recovery (Directive EC 2011/7 of 16 February 2011, Law no. 2012-387 of 22 March 2012 and Decree no. 2012-1115 of 2 October 2012);

- and, if the costs of recovery incurred exceed the amount of the above fixed indemnity, an additional indemnity on provision of supporting evidence.

Where it is a debtor of the customer, our company reserves the right to set off its debt against the debt due from it to the customer, as soon as the debts are certain and even if they are not yet due and payable.

Any overdue payment, irrespective of its cause, shall render all other invoices immediately payable, irrespective of their agreed due dates or modes of payment, even if they have given rise to bills of exchange.

The contract or contracts of sale under which amounts due and payable remain unpaid may be rescinded at our discretion, without need for any legal formality or formal prior notice. Rescission shall be effective from the date of notification to the purchaser, by letter, fax or telex, of the seller's intention to rescind the said contract or contracts. All costs occasioned by failure to pay by the agreed due date shall be borne by the defaulting purchaser.

PENALTY CLAUSE

In accordance with Article 1226 of the Civil Code, in the event that the purchaser cancels the contract, we reserve the right to bill the purchaser the cost price corresponding to the stage reached with the order, including storage and maintenance costs, plus a surcharge of 50% of this total amount, exclusive of taxes.

TRANSFER OF TITLE AND RISK

We remain the owner of goods sold until full and effective payment of the principal amount and any additional amounts due in respect of the price has been made. In the event that any payment becomes overdue, we may reclaim the goods sold. Should the purchaser, notwithstanding this clause, assign goods subject to reservation of title to a third party, the assignment shall entail an irrevocable imperfect delegation to us by the purchaser of the cost price of the assignment.

However, in variation of the principles governing the transfer of risks in contracts of sale, risk and responsibility for the safe keeping of goods shall pass to the purchaser at the moment of departure from our factories, warehouses or shops. The purchaser therefore agrees to insure such goods from the moment of transfer of risk against all risks of theft, loss or damage of any kind for an amount at least equal to the principal amount and any additional amounts constituting their price.

LIMIT OF LIABILITY

Our liability is limited to our contractual commitments, and liability under all claims can never exceed the value and amount of the contract, and, notwithstanding any clauses to the contrary, we shall in no event be bound to make reparations for any direct, indirect and/or financial losses, such as loss of production, loss of revenue, loss of profit etc.

GUARANTEE

1 - Our products are guaranteed for a period of 12 months (materials and workmanship) from date of delivery.

Obvious defects in our goods are covered by guarantee, subject to the conditions of sale and within the limitations set out above under the heading "Receipt of goods - Complaints".

In accordance with Articles 1641 et seqq. of the Civil Code, the guarantee in relation to latent defects in our goods applies exclusively to sales to non-commercial customers within the meaning of the Decree of 24 March 1978 and to commercial customers in other specialisms. This guarantee is expressly excluded in relation to commercial customers in the same specialism.

In all cases, where implementation plans are provided to us, our responsibility is limited to implementation in accordance with those plans or, where applicable, conforming with a plan modified by us and accepted by the client.

In addition, defects or damage arising from normal wear and tear, negligence, from defective maintenance, storage or monitoring, from installation, set-up or use in conditions not conforming with our specifications, and more generally from failure to observe normal practices etc. are always excluded from our guarantee.

Our guarantee does not entail any liability whatsoever on our part for losses such as stoppages to the purchaser's plant, damage to goods not forming part of the contract, loss of revenue, etc.

2 - Our guarantee shall apply to customers purchasing our products from our purchasers subject to the same conditions and limits as apply to our purchasers.

E.E.C REGULATIONS

Compliance with applicable regulations:

Our products do not work independently. If the equipment or machine into which our product has been integrated is subject to national or international regulations, the installer is responsible for ensuring that the machine or equipment complies with these regulations.

SALES TO FOREIGN CUSTOMERS

Unless stipulated otherwise in writing, any dispute or litigation that may arise from the performance of a sale concluded with a customer whose place of business is outside the national territory of France shall be governed by reference solely to these general conditions of sale and any specific agreements made between our company and its foreign customer.

In particular, the Vienna Convention of 11 April 1980 relating to international sales shall not apply.

On a subsidiary basis, where these general conditions of sale and specific agreements are insufficient, French law shall apply.

French is the reference language in our commercial and technical documents. They are available in English and Spanish at least.

DISPUTES

All litigation and disputes shall fall under the exclusive jurisdiction of the Commercial Court of NANTES, including in cases involving multiple defendants or applications for substitution. The applicable law shall be French law.

REGULATION DOUBLE-USE GOODS

A Supply or export of the Product may be subject to sanctions or other applicable regulations that could be interpreted by any relevant public authority or court to prohibit or limit the fulfilment of an offer/order/contract, or be subject to a requirement of prior authorization by competent authorities.

No Supplier Group entity shall under any circumstances be subject to any obligation or liability or be bound by any action that, subject to Supplier's sole discretion, could violate any sanctions or applicable regulations.

The Supplier reserves the right to unilaterally cancel an Offer/Contract/Purchase Order without incurring any liability for damage or loss arising out of or relating to such cancellation, in the event any required authorization is not granted or subsequently revoked.

Notwithstanding anything to the contrary set forth elsewhere in an Offer/Contract/Purchase Order, the Supplier shall always be entitled to suspend and/or terminate the Offer/Contract/Purchase Order if the Offer/Contract/Purchase Order is impeded or made unreasonably onerous by any embargo, sanction or similar trade or export restriction, including all EU trade sanctions and/or restrictions, whether foreseen or unforeseen at the time of formation of the Offer/Contract/Purchase Order. For the avoidance of doubt, the Supplier shall always be entitled to suspend and/or terminate the Offer/Contract/Purchase Order if any such trade sanction or restriction, not applicable at the time of formation of the Offer/Contract/Purchase Order, are recalled (e.g. by way of snapbacks) or in any other way adjusted by competent authorities.