

**Article 1 – Purpose and scope**

- 1.1. Our company's business activity concerns the manufacture and marketing of chemical products.
- 1.2. The purpose of these General Terms of Sale is to govern the contractual relations between our company and its customers within the frame of its business activity as described hereabove.
- 1.3. All product orders imply that the customer accepts these General Terms of Sale without reservation and that the customer adheres hereto fully and absolutely. These General Terms of Sale override all the customer's documents, including any general terms of purchase, excepting an express, prior exemption agreed to by the parties.
- 1.4. Any document other than these General Terms of Sale, including catalogues, brochures, advertisements and instructions, are non-binding and indicative and for information purposes only.

**Article 2 – Intellectual property**

- 2.1. Trademarks and other related distinctive signs identifying the products are duly protected.
- 2.2. The customer is prohibited by our company from making use of them in any way whatsoever or for any reason whatsoever, unless it has been specially authorised to do so by our company by means of a prior, written agreement.
- 2.3. The customer undertakes to inform our company immediately of any act of imitation, counterfeiting or unfair competition and, generally speaking, any event or action which may prejudice the rights and interests of our company with reference to the trademarks and other related distinctive signs identifying the products.

**Article 3 - Orders**

- 3.1. The customer places an order by accepting our estimate or our offer. It is hereby stipulated that our company is not bound by the prices indicated in the estimate or offer if the prices of raw materials have changed substantially between the time the estimate or offer was drawn up and the time the order was placed.
- 3.1. An order is considered as a firm order only when it has been confirmed in writing by our company.
- 3.2. The customer is not entitled to modify the terms of the order transmitted to our company unless our company agrees to such modifications in writing. In this event, our company reserves the right to invoice the customer for any costs already incurred when processing the initial order. Furthermore, our company shall not be bound by the deadlines initially agreed on.

**Article 4 – Prices – Terms of payment**

- 4.1. Our products are invoiced in accordance with the estimate or offer drawn up by our company and accepted by the customer.
  - 4.2. Prices are always quoted in euros exclusive of VAT and inclusive of packaging (excepting extra specific packaging) and transport (excepting special transport).
  - 4.3. Our invoices are payable by cheque, bank transfer or any other means within a period of 60 days from the date of invoice.
  - 4.4. A discount of 0.5% of the price of the order excluding VAT will be granted for any payment prior to the payment date mentioned on the invoice.
  - 4.4. Should any amount not be paid when it falls due, the customer shall rightfully pay penalties set at 3 times the legal interest rate as of the day following the payment date mentioned on the invoice. These penalties are payable automatically without a reminder to this effect being required.
- Furthermore, our company reserves the right to refer the matter to the competent court so that the court may put an end to this non-performance.
- In the case of the non-payment of an invoice after it falls due, all the invoices outstanding shall become payable, and our company reserves the right to refuse any new order from the customer and to suspend all deliveries in process and/or pending, without the customer having the right to claim any compensation whatsoever, for any reason whatsoever.
- All costs and expenses linked to the recovery of our debts shall be payable by the customer.
- In all events, our company shall invoice a lump sum of €40 for processing the payment incident without prejudice to its right to request further compensation if the recovery costs incurred exceed this amount.

**Article 5 – Delivery**

- 5.1. Delivery times run from the confirmation of the order. They are indicative and given for information purposes only. They depend in particular on the availability of products from our suppliers, our carriers, and the order in which customer orders are received. Late deliveries may not give rise to the payment of any penalty or compensation, nor justify the cancellation of the order.
  - 5.2. Deliveries are conducted by remitting the products directly to the customer, or by notification that the products are available, or by delivering the products to the post office, a shipper or a carrier in the warehouses indicated in the order.
- All risks related to the products sold are transferred upon delivery as defined in the paragraph hereabove.
- The products therefore travel at the risks of the customer, who, in the case of destruction, damage or loss, must make any reserves and exert any recourse against the carriers in charge of the delivery, in accordance with the legal provisions in force. In all cases, the customer is bound to inspect the state of the packages upon reception and if necessary to express any reserves immediately with said carriers.
- Our company's liability may not be incurred for reasons of destruction, damage, loss or theft during storage or carriage, even if the carrier is chosen by our company.
- However, should the customer so wish, our company may insure the products against storage and carriage risks. The cost of this insurance shall be paid by the customer.
- Notwithstanding the measures which the customer should take in relation to carriers as stipulated herein, in the case of obvious defects or the non-conformity of the products delivered, all reserves or claims, whatever the nature thereof, with reference to the products delivered, must be expressed in writing and sent to our company by recorded delivery letter with acknowledgement of receipt, together with all the supporting documents related thereto, within 24 hours of receiving the products. No claim may be validly accepted should these formalities and deadlines not be respected by the customer. Failing this, delivery shall be deemed in conformity with the order in terms of quantity and quality.
- No products may be returned by the customer without our prior, express agreement given in writing.
- The cost of returning the products shall only be payable by our company in cases where an obvious defect or the non-conformity of the products delivered is acknowledged by our company.
- The carrier selected by our company alone is authorised to carry out the return of the products in question.
- After due inspection, should an obvious defect or the non-conformity of the products delivered be stated by our company, the customer may only request the replacement of the non-conform products and/or the supplement required to complete the delivery, without claiming any compensation whatsoever or cancelling the sale.
- Any claim made by the customer under the conditions and stipulations described in this article shall not give rise to a postponement of payment by the customer for the products in question.

**Article 6 – Product guarantee**

**6.1. Contractual guarantee**

We guarantee the irrefragable, constant quality of our products manufactured in conformity with ISO quality standards.

Our products are also covered by a contractual guarantee under the following circumstances:

We guarantee that our products do not contain any defects in terms of material, manufacture or design. In the case of a flaw in the material, manufacturing or design, the products shall be replaced free of charge under the conditions hereinafter. However, the guarantee does not cover damage linked to any use or storage which does not conform to the documents accompanying the product (technical file and safety file), such as not respecting the instructions for application, use and safety, and excludes damage due to external causes and damage linked with the wear and tear of the product due to its use in normal conditions.

The period covered by the contractual guarantee is indicated on the product packaging under the term "date de suivi qualité" (date of quality control) and/or in the product's technical file under the heading "conditions de stockage" (storage conditions).

Any claim under this guarantee requires the product to be presented or returned together with the original purchase note (mentioning the date of purchase and the product name). No diluted or modified product shall be accepted.

The two-way carriage costs are payable by our company.

**6.2. Guarantee covering faulty products**

The producer's liability may only be claimed in the event of faulty products.

In all cases, liability due to faulty products is excluded for any damage caused by products to property that is mainly used for professional purposes.

**Article 7 – Liability**

- 7.1. Should our company not perform any one of its contractual obligations, its liability may only be incurred within a period of one year as of the date of non-performance, this constituting the period of limitation.
- 7.2. The company's liability may only be incurred for damage for which it is the direct source, without any joint or in solidum commitment involving third parties contributing to said damage.
- 7.3. The company's liability is excluded, notwithstanding imperative legal provisions, in the case of indirect or intangible damage, such as loss of income, loss of profit, operating loss, financial costs, loss of an order, any business disturbance, and any other commercial or financial prejudice. The customer waives the right to any recourse against our company and its insurers both on its own behalf and on behalf of its insurers.
- 7.4. In all cases, no ensuing prejudice incurred by the customer can be compensated beyond the price of the product order, which constitutes the maximum compensation ceiling, even if said prejudice should exceed this amount.
- 7.3. Our liability shall not be incurred should the conditions for applying and using the product not be respected, should the conditions and time limits for storing the product not be respected or should the safety instructions indicated on the product's technical file and safety file not be respected.
- 7.4. Indeed, our recommendations regarding application, use, storage and safety result from our long experience and are confirmed in practice. The materials with which this product shall be associated, and the conditions in which it shall be used, can however have a marked influence on its properties. In all cases, the customer must conduct prior tests to check that the product is appropriate for its needs. The customer must consult our technical department beforehand for any application or condition of use which deviates from our recommendations or for all use under particular circumstances.
- 7.4. It is up to the customer, according to the usage to which it puts the product, to make sure that all standards, in particular in terms of safety and the environment, are respected in view of the choice of raw materials. Likewise, should certain test procedures or delivery methods be required, the customer must inform us thereof. The customer alone is fully responsible and liable for all checks, additions, modifications or authorisations required, even in the case of our company proposing a modification. The customer guards our company from all consequences which may result from omissions or negligence on its part in these fields.

**Article 8 – Transfer of ownership**

**8.1. OUR COMPANY RETAINS OWNERSHIP OF THE PRODUCTS SOLD UNTIL THE EFFECTIVE PAYMENT OF THE FULL PRICE FOR THE PRINCIPAL AMOUNT AND ANCILLARY COSTS. FAILURE TO SETTLE ANY ONE OF THE PAYMENTS SHALL GIVE RISE TO THE PRODUCTS BEING RESTORED TO THEIR OWNER.**

**8.2. THIS CLAUSE DOES NOT IMPEDE THE TRANSFER, UPON DELIVERY, OF THE RISKS OF LOSS AND DAMAGE TO THE PRODUCTS SOLD, AND THE DAMAGE THEY MAY INCUR.**

**Article 9 - Force majeure**

- 9.1. The occurrence of a case of force majeure shall lead to the performance of our company's contractual obligations being suspended.
- 9.2. Cases of force majeure include any external, unforeseeable event making it impossible to perform our company's contractual obligations, without it being necessary to seek out whether this event was inevitable. Furthermore, in all circumstances, without all the above-mentioned characteristics being fulfilled, cases of force majeure include total or partial strikes interrupting the smooth operation of our Company or that of our suppliers, subcontractors or carriers, any interruption in transport, power supply, the supply of raw materials, equipment or products from our suppliers, floods, fires, riots, refusals, limitations or withdrawals of import or export licences, bans or embargoes on importing or exporting and any increase exceeding 10% in manufacturing, packaging or transport costs concerning the products.
- 9.3. Under such circumstances, our company shall inform the customer as rapidly as possible of the occurrence of such events. The contract binding our company and the customer is rightfully suspended, without compensation, as of the date the event occurs. Should the event last for more than 30 days, from the date it first occurs, the contract agreed to between our company and the customer may be cancelled by the most diligent party without either party being able to claim damages.

**Article 10 – Clause awarding jurisdiction**

**ANY DISPUTE ON THE SUBJECT OF THE APPLICATION OF THESE GENERAL TERMS OF SALE AND THEIR INTERPRETATION, PERFORMANCE AND CONTRACTS AGREED BY OUR COMPANY OR THE PAYMENT OF THE PRICE, SHALL BE REFERRED TO THE COMPETENT COURT IN WHOSE JURISDICTION THE HEAD OFFICE OF OUR COMPANY IS LOCATED.**

**Article 11 – Final provisions**

- 11.1. Any question relating to these General Terms of Sale and the sales they govern, which are not dealt with contractually herein, shall be governed by French law excluding any other law and in particular the United Nations Convention on Contracts for the International Sale of Goods signed in Vienna on 11 April 1980.
- 11.2. A translation of these General Terms of Sale may be made. In this case, the French text alone shall be deemed authentic in the case of dispute.
- 11.3. Should our company not apply any one of the clauses herein at a given time, this does not constitute a waiver of our right to apply the same clauses subsequently.
- 11.4. Should any of the clauses herein become null and void, this shall not affect the validity of the other clauses in the General Terms of Sale. The litigious clause may be replaced by a clause of equivalent nature and effect.