

## TERMS OF SALES TO PROFESSIONAL CUSTOMERS

Applicable from 1 January 2016

### PREAMBLE

Any sale of products marketed by the company, hereinafter "Seller", to a professional client ("Customer" or "Buyer" subject to these Terms of Sale in force at the time of placing the order.

PLACING AN ORDER IMPLIES THE CUSTOMER ACCEPTED THEM EXPRESSLY.

These terms of sales (hereinafter referred to as the "TOS" is the sole basis of commercial negotiation and shall prevail over any document or Customer's purchase conditions. The fact that the seller does not prevail at a given time of any of the Terms provisions cannot be interpreted as a waiver to invoke them later.

### 2 / PRODUCTS - ORDERS

2.1 For the purposes of the TOS, products and materials for sale are those sold by the Seller and its catalog available on the date of the order (hereinafter the "Products").

2.2 To be considered, all orders must reach the minimum order amount in respect of the year during which the order is placed.

2.3 The Seller reserves the right not to accept orders in the event of a change in the Customer's situation, in particular financial situation, or payment incidents.

### 3 / DELIVERY

Delivery is, globally or partially, either by the direct delivery of Product to the Buyer, or by simple notice of availability in the event of removal of the products by the customer or by delivery to a carrier in the Seller's premises, according to the agreement between the parties.

In the case of deliveries staggered over time, subject to a global sales contract, each removal or each delivery should be considered as an independent order. Any failure by the Seller to make a delivery or by the Purchaser, to make a removal or accept a shipment, shall not breach the global contract regarding other pickups and remaining deliveries.

Even if the delivery times are estimated as accurately as possible, they are implemented according to the possibilities of supply and carriage of the Seller. Delivery times are thus indicative, and delays shall not justify the cancellation of the order by the Customer, nor give rise to damages.

### 4 / PACKAGING - RECEIPT OF GOODS

4.1 If necessary, Europe pallets and other returnable packaging should be given back to the Seller at the next delivery. Otherwise, they will be returned free of payment within three months of receipt, or billed to the Customer at the current rate at the date of invoicing.

2 The transfer of risks to the Customer is carried out as follows: for products that the Seller is responsible for shipping, unless otherwise agreed, the transfer of risk occurs upon loading at its premises on the chosen mode of transport on behalf of the Customer; for products shipped outside of France, the transfer of risk shall be made according to the Incoterms contained on the acknowledgment of order receipt issued by the Seller. Otherwise the Incoterm EXW (EX WORKS) is retained.

Besides, in case of a removal of Products by the Customer, the transfer of related risks is transferred to him at the time of the removal.

The retention of title clause provided below, shall not affect the transfer of risk related to Products to the Customer.

4.3 In case of damage, delays, missing items, caused by the transport of Products, and whatever the place of delivery, the Customer is responsible for :

staking a claim the carrier in writing, on the receipt document that must be signed and dated ;

**CONFIRMING THE CLAIM BY REGISTERED LETTER WITH ACKNOWLEDGMENT OF RECEIPT REQUEST WITHIN 48 BUSINESS HOURS OF PRODUCT DELIVERY TO THE CARRIER, WITH A COPY TO THE SELLER** the reserves notification default in the above period by the Customer extinguishes any right to appeal against the carrier and the Seller, the Products being considered accepted in their condition by the Customer ;

holding Products concerned at the disposal of the carrier or the expert of his insurance company after the date of sending of the registered letter.

### 5 / NON COMPLIANCE WITH THE ORDER - WARRANTY

#### 5.1 Return Products

Whatever its origin, a claim staked by the Customer regarding a Product delivered by the Seller must clearly define in writing the alleged reproaches. The Customer must indicate in his claim the delivery reference number, if any, or the order reference number, and provide any justification as to the reality of defects. Returns Products are allowed only if the Seller has previously accepted them in writing, and are to be received free of all charges in perfect condition, in their original packaging. The risks of return are always born by the Buyer. In any event, pursuant to Article L. 442-6, 8° of the French Code of Commerce, the Customer shall not refuse Products or arrange for return of Products unless the Seller has been able to check the reality of the claim staked by the Customer. Any return of Products will be at the address indicated by the Seller.

#### 5.2 Non-compliance of delivered Products with the order and apparent defects

The Customer has the obligation to make a quantitative and qualitative control of Products when delivered, check product references and their compliance with the order, and the integrity of delivered Products and their packaging.

Without prejudice to be taken *vis-à-vis* the carrier, claims about defects or non-compliance of delivered Products compared to the control or delivery bill, must be made in writing within 2 (two) days of the arrival of Products. After this time no claim concerning both visible defects and the compliance of products with the order can be taken into account by the Seller. Similarly, the use by the Customer of Products delivered relieves the Seller from liability and covers any visible defect and / or non-compliance of Products to order. Returns accepted by the Seller will only give rise to the replacement, up to the same quantities, of the Product(s) found not compliant with the order or having a visible defect, by the Seller, or refund by issuance of a credit note of the amount of the Product(s) found not compliant, excluding any compensation or damages.

#### 5.3 Responsibilities - Warranties

5.3.1 It is the Customer's responsibility to verify that the technical properties of the Products enable their use for the purpose and the conditions for whom they are intended. Given the nature of the

Products, it is recommended the Customer carries out tests to verify this.

**In any case, the guarantee of the Seller under the only legal warranties for Products will be limited to the replacement, in the same quantities, of the product found defective by the Seller to the exclusion of any compensation or damages and under provided Customer notifies the Seller default in any written form at the latest within six months from the date of delivery.**

Defective products will be returned to the Seller under the procedure of return above (Article 5.1 " Products").

5.3.5 The Seller is not responsible for inadequacy, defects or deterioration of the Products, or caused by the Products and that would be caused by :

storage or use of the Products not compliant with the present general conditions ;

natural alteration of the properties of the Products or unsuitable storage conditions ;

Products received in unsealed packaging that have not been returned by the Purchaser ;

abnormal, improper or not adapted use of products, or not compatible with the Products ;

any direct or indirect contact of the Products with any material, product or material of the Buyer ;

a modification of the Products ;

the use of unsuitable consumables ;

negligence, lack of supervision or maintenance.

reuse of single-use product, modification or improper use or improper for a product whatsoever.

These inadequacies, faults or damages are excluded from any warranty and a liability of the Seller can not be held as such. Any liability of the Seller is excluded in cases where the specifications maybe supplied by the Customer and expressly agreed in writing by the Seller has errors or is not exhaustive. Given the Seller's obligations to trace the Products, if the Buyer decides to transfer the Product acquired from the Seller to a third party not identified by the Seller, the use of this Product by the third party will be the sole responsibility of The Purchaser.

Seller shall not guarantee any indirect and / or consequential damages of any kind that might be caused by products or related to products, made to the Customer or any third party. In any case, its liability is limited to the amount of the Product in question.

### 6 / RATES AND PAYMENT TERMS

#### Price - Billing

Product prices are set by the Seller. They are in euros, excluding taxes and any rights such as customs duties, etc ... All taxes, fees and charges payable under French or foreign laws and regulations are at the Customer's charge. The Products are sold at the current price at the date of the order.

Seller reserves the right to change the prices of Products at any time without this could result in the payment of damages and any interest on his part. It is recalled that this modification may be made in particular to take account of general price trends, competition, cost of production of Products, or in case of increased cost of raw materials or transportation. This possible development is taken into account by the Customer.

#### 6.2 Terms and conditions of payment

Invoices are payable at the registered office of the Seller in 30 days from the date of issuance of the invoice or any other deadline complying with applicable laws agreed by the Parties, according to the following modes agreed between the Parties: by wire transfer or per bill issued by the Seller without prior acceptance

**Advance payment** No discount is granted for early settlement.

**Late payment** : If an invoice that has expired is not settled, even partially, the Customer will be liable, of its own right, without a prior notice being required for :

a late payment penalty calculated at a rate equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points, but not less than three times the interest rate on the invoice amount taxes excluded, until payment of the full amount due in principal and accessory ;

as well as lump-sum compensation due for recovery costs in commercial transactions referred to in Article L.441-6 of the French Commercial Code (40 euros at the date of entry into force of the Terms) or any provision that would replace or complete it and at the amount effective on the date of issuance of the invoice, as well as any recovery cost that would be incurred by the Seller, in addition to any damages.

The commercial or sales terms having been granted in terms of features and warranties provided by the Customer to their date of issuance, **in the event of changed circumstances of the Customer, or incident or late payment, or evolution The Seller will also have the right to modify the settlement deadlines granted or to demand guarantees, including for orders in process, or to implement the provisions provided for above.**

6.3 In case of non-payment when due of any amount due, the Seller reserves the right, in addition to what is stated above without notice or any formalities to :

suspend shipment of any order whatsoever or require cash payment by cashier's check before shipping

require immediate payment of all amounts due, if payment in installments agreed between the Parties, on whatever ground.

The possible claims regarding Products, do not release the Customer to settle every bill to the maturity date. In accordance with Article L. 442.6, of the French Commercial Code, the Customer may not derive automatically from the invoice issued by the Seller, penalties or discounts corresponding to the non-compliance with a date of its deliveries or non-compliance of Products when the debt is not certain, liquid and payable, without the Seller has been able to control the reality of the corresponding claim. Failure to comply with this provision shall be deemed to be defects in payment and may result in the application of the provisions of this Article.

#### / SERVICES

Any installation services and / or commissioning and / or training carried out by the Seller related to equipment sold on special order from the Customer are subject to the availability of Seller's teams. They are always made in the context of best effort undertaking. They shall in no case involve the Seller's liability, notably as to the selection of products that the Customer may order, their use or the results he would get. They shall in any event be subject to the same limits of liability as those laid down in Article "Responsibilities - Warranties".

The installed equipment is designed to be used with the appropriate consumables offered by the Seller only. The Seller is

not responsible for the consequences of the use of equipment with unsuitable consumables.

Any maintenance services requested by the Customer shall give rise to the drawing up of a specific contract.

### 8 / FORCE MAJEURE AND OTHER EVENTS

8.1 The obligations of the parties shall be suspended in the event of Force majeure.

8.2 The parties agree that the following events will also result in the suspension of their obligations for a period equal to that of the event's duration: strike at the Seller or one of its suppliers, fire, natural disasters and severe weather events, explosion, riot, interference by civil or military authorities, acts of terrorism, temporary difficulty or impossibility of transportation, total or partial shutdown of raw materials and energy sources required for manufacturing.

### 9.1 RESERVATION OF OWNERSHIP

THE SELLER RESERVES OWNERSHIP OF THE DELIVERED PRODUCTS UNTIL THE ACTUAL RECEIPT OF THE FULL PRICE IN PRINCIPAL, INTEREST AND ACCESSORIES IN ACCORDANCE WITH ARTICLES 2367 TO 2372 OF THE FRENCH CIVIL CODE. DOES NOT CONSTITUTE A PAYMENT WITHIN THE MEANING OF THAT CLAUSE THE SURRENDER OF A SECURITY CREATING AN OBLIGATION TO PAY. THE FAILURE TO PAY FOR ANY OF THE DEADLINES OR PART OF THE PRICE MAY LEAD TO THE CLAIM OF THE PRODUCTS SOLD WITHOUT THE NEED FOR PRIOR NOTICE. THE ABOVE PROVISIONS DO NOT PRECLUDE, AFTER DELIVERY, THE TRANSFER TO THE BUYER OF THE RISKS OF LOSS AND / OR DAMAGE TO THE GOODS SOLD AND THE DAMAGE THEY COULD CAUSE, SAVE TO COMMIT ITS OWN RESPONSIBILITY. THE BUYER AGREES TO IMMEDIATELY INFORM THE SELLER OF ANY FACT DEPRIVING HIM OF AVAILABLE PRODUCTS IN THEIR ENTIRETY (DEGRADATION, THIRD PARTY INTERVENTION ...) THE RIGHT TO CLAIM COVERS BOTH THE GOODS AND THE PRICE IF THEY HAVE ALREADY BEEN RESOLD.

#### 9.2 Other property rights

The reuse of empty containers, whether coated with distinctive signs of the Seller or not, is not allowed, the latter subject to industrial property and / or intellectual rights.

Similarly, all elements from catalogs, specifications and data supplied by the Seller exclusively belong to and / or are reserved by the Seller.

### 10 / LAW - COMPETENT JURISDICTION - LYON

THE PRESENT GENERAL CONDITIONS ARE SUBJECT TO FRENCH LAW. ANY LITIGATION WILL BE SUBMITTED TO THE COMMERCIAL COURT OF LYON, ONLY ACCOUNT, REGARDLESS OF THE PLACE OF THE ORDER, DELIVERY, AND PAYMENT AND THE METHOD OF PAYMENT, AND EVEN IN CASE OF CALL OR MULTIPLE PLEA OF DEFENDANTS. BILLS OF EXCHANGE ARE NEITHER NOVATION NOR DEROGATION FROM THIS CLAUSE CONFERRING JURISDICTION. IN THE EVENT OF ANY DISAGREEMENT AS TO THE INTERPRETATION OR TRANSLATION OF THESE TERMS, THE FRENCH VERSION SHALL PREVAIL.