**GENERAL SALES CONDITIONS**

**1 - GENERAL PROVISIONS - CONTRACT FORMATION**

These T&C apply to all orders for goods or services placed with SUPPLIER , by any means, and to all deliveries by SUPPLIER unless expressly agreed otherwise. The Client's general terms and conditions are expressly excluded, the latter definitively waiving its right to ask for their application. SUPPLIER is only committed to the Client after SUPPLIER ’s express acceptance of the order by a person authorized to enter into legally binding commitments on behalf of SUPPLIER . SUPPLIER also reserves the right to refuse any order for its own reasons. Once SUPPLIER has expressly y accepted the order, it is binding and final. Also, in the event of cancellation of the order after acceptance of SUPPLIER , SUPPLIER shall be entitled t o claim for payment of the full price of the cancelled order.

1. **– PRICES / TAXES / TERMS OF PAYMENT**

SUPPLIER 's prices are in Euros excluding VAT and excluding any other taxes that are supported in addition by the Client at the applicable rate. The exchange rate risk and tax differential, where they exist, also remain at the expense and risk of the Client. For goods indexed to a currency, any variation of more or less 2% in the exchange rate of the currency against the Euro, as defined on the day of the order, will be charged to the Client on invoicing g. SUPPLIER 's prices are ex-factory prices, excluding packaging, unless otherwise agreed in writing and are based on cost factors (price of goods and raw materials, labour, manufacturing cost and transport) and quantities indicated at the time of acceptance of the order by SUPPLIER . Unless otherwise agreed, SUPPLIER 's invoices must be paid upon receipt and the goods will be made available to the Client and the services provided only after full and effective payment ha s been made. In the event that the Client does not collect the goods, SUPPLIER will keep the price already paid by the Client. In the event of non-payment of all or part of an order, the amounts due as a result of this order or any other order delivered or in the process of being delivered, will be immediately payable after sending of a formal notice, which will incur default interest of 3.5 times the current legal interest rate plus a fixed compensation of 40 Euros for recovery costs. SUPPLIER reserves the right, even during the performance of an order, to require the production, at the Client's expense, of a payment guarantee in order to ensure that its financial commitments are properly fulfilled. In the event of a partial payment, it will first be deducted from the late penalties, late payment interest and the most recent claims. In the event of late payment exceeding 30 days, SUPPLIER may suspend any order or services in progress until full payment of the amounts due has been received, without this being considered as a failure or refusal to perform or termination of the corresponding order by SUPPLIER . Such suspension shall not give rise to any right to compensation.

1. **- SUPPLY – RECEPTION**

The time limits of supply are given for information purposes only and will be complied with to the extent possible, as d elays cannot in any way justify the cancellation of the order by the Client. In particular, these time limits shall be extended or the delivery date postponed by the duration of the obstacle, in the event that, after acceptance of the order, an event occurs at SUPPLIER 's site or its subcontractors that SUPPLIER cannot influence (shortage of raw materials and energy, industrial disputes, strikes, wars, insurrections, exceptional political, economic or security situation, "force majeure") or that is not attributable to it but complicates or makes it impossible for it to deliver. SUPPLIER reserves the right to postpone its delivery obligations and/or not to del iver if its suppliers do not deliver it correctly or on time without its liability being engaged. Reception takes place when the goods are made available to the Client or to its transport service provider in charge of delivering the goods. If a date or time limit has been set for reception and the Client does not attend it, the reception is considered to have been duly and unconditionally carried out. The Client shall examine the goods immediately and, in the event of a defect, shall notify it to SUPPLIER in writing within a maximum of 8 days of receipt of the goods. If the Client does not raise any objection within this period, the goods shall automatically be deemed accepted and compliant and the Client may no longer raise any criticism or claim in this respect.

1. **- SHIPPING - RISK TRANSFER- PACKAGING**

SUPPLIER ’s deliveries shall be deemed to be ex-factory with the goods made available in accordance with INCOTERMS EXW - ExWorks, with the transfer of risks to the Client taking place on the date on which the goods are made available. Delivery is deemed to have taken place as soon as the goods leave the factory or are handed over to the person in charge of transport, even if the transport is carried out by SUPPLIER , it being specified that BACH MANN RDS only carries out the transport

after prior written confirmation from its part. The goods travel at the risk and expense of the Client, who must ensure that the goods are in good condition at the time of delivery. SUPPLIER reserves the right, but not the obligation, to insure the goods on behalf of the Client and to charge the Client for the extra costs resulting from them. Packaging is always due in addition by the Client and is not taken back, unless otherwise agreed by SUPPLIER .

1. **– CONTRACTUAL WARRANTY - LIMITATION OF LIABILITY**

Any defect that has not been detected within the 8-day period allowed to the Client to declare the order compliant or non-compliant, despite the careful examination of the goods and/or services and their results by the Client upon receipt, must be reported in writing to SUPPLIER as soon as it is detected. Hidden defects must be notified in writing immediately after discovery. The same applies if the delivery concerned goods, services or a quantity other than those sold. The defective goods must not be processed until the complaint has been verified and confirmed by SUPPLIER , the Client must provide SUPPLIER with the opportunity to check the defective goods on site. The goods concerned by a complaint must also be returned to SUPPLIER if it so requests.

In the e vent of a proven defect, SUPPLIER shall replace the goods purely and simply in its factories for a maximum period of 6 months from the date of receipt of the order concerned and SUPPLIER shall not be required to make any further compensation in respect of the goods concerned, it being specified that this guarantee only concerns the elimination of defects which already existed at the time the risks were transferred so that it does not include, in particular, ordinary wear and tear on the goods for which the Client shall bear all the risks and consequences. This warranty is the only one applicable and SUPPLIER excludes any legal warranty including hidden defects warranty, which the Client expressly accepts. Except in the event of bodily injury, SUPPLIER 's total liability for the goods and services covered by this Agreement is expressly limited to 25% of the price of the goods and services covered by this Agreement and, in any event, SUPPLIER shall in no event be liable for any loss of revenue, actual or potential, loss of revenue, loss of margin, direct or indirect damages or interest of the Client resulting from the goods and services covered by this Agreement.

In any case, SUPPLIER shall in no event be liable for indirect damage, including, in particular, damage caused to equipment, objects, vehicles, etc. not supplied by SUPPLIER as a result of the goods covered by these T&C supplied by SUPPLIER .

1. **– PENALTY CLAUSE**

Any failure by the Client under the present terms and conditions, in particular due to a default in payment, shall automatically and without prior formal notice result in the payment of a sum corresponding to 25% of the amount due by the Client for the goods and services ordered as a fixed and irreducible penalty clause, without prejudice to the application of late payment interest and damages corresponding to the damage suffered. The payment of the aforementioned indemnity as a penalty clause may, at SUPPLIER 's discretion, automatically result in the termination of ongoing contracts and orders and, where applicable, shall release SUPPLIER from all its obligations

1. **– TERMINATION**

After having given formal notice by registered letter with acknowledgement of receipt to the Client to fulfil, within five (5) days, any of its contractual obligations and in the absence of performance, SUPPLIER may notify it by a second registered letter with acknowledgement of receipt of the termination of the T&C which the Client shall be exclusively responsible for. The Client shall then pay to SUPPLIER all sums due by the Client under the order and the T&C, including those corresponding to goods and/or services not yet delivered or performed at the date of termination of the T&C. It is expressly agreed between the Parties that the termination of the T&C with retroactive effect is strictly prohibited.

1. **- FORCE MAJEURE**

SUPPLIER shall not be liable for the non-performance of its obligations in the event of the occurrence of a case of "force majeure", as defined by legal provisions and case law. In the event of a case of "force majeure", orders placed will be suspended until it disappears, extinguishes or ceases. However, if the contract cannot be resumed within 30 days, the parties will contact each other to discuss a revision of the order in question. In the event of failure of the discussion, the order will be automatically terminated, without compensation on either side, by the most diligent party and by registered letter with acknowledgement of receipt, fax or e-mail with acknowledgement of receipt. In the event that the order is cancelled by the Client, the latter shall pay the price of all unpaid services and goods carried out or delivered on the date of cancellation.

1. **- RESERVATION OF OWNERSHIP**

The delivered goods will remain SUPPLIER 's property until all claims that SUPPLIER has against the client have been paid in full, for any reason whatsoever. The client will ensure that the identification of the goods is always possible, the goods in stock being presumed to be the unpaid one. In no case may the client resell the goods before full payment of the price, unless prior written authorization has been obtained from SUPPLIER . In the event of non-payment on the due date, SUPPLIER may demand at any time the return of the delivered goods, at the client's expense, and regardless of who owns them. Any deposit received will remain acquired as damages. The transfer of ownership referred to above is automatically deemed null and void in the event of rejection of the goods concerned by the client. In any case, any good in the client's possession, but not fully paid for by the client, are subject to a reservation of ownership for the benefit of SUPPLIER , so that SUPPLIER may, as of right, collect said goods directly, or by any person of its choice authorized for this purpose, at the client's expense, who must refund SUPPLIER the corresponding costs and expenses incurred in this respect. It is specified that, in the context of the present terms and conditions, the customer expressly authorizes SUPPLIER , or any person of its choice authorized for this purpose, to access its premises and the places where the goods are located, or are stored, for the purpose of retrieving them.

1. **- LANGUAGE**

These T&C have been written in English. In the event of a contradiction between a version or translation of the T&C in a language other than English and the present version of the T&C in English, the latter shall prevail in all circumstances.

1. **- APPLICABLE LAW AND JURISDICTION**

These terms are governed exclusively by French law, the parties expressly excluding the application of the Vienna convention of 11 April 1980. The Commercial Court of Paris shall have sole jurisdiction to hear all disputes relating to the formation, performance and interpretation of this agreement and its consequences, even if they are referred to it, which the client accepts.