

## GENERAL CONDITIONS OF SALE OF MULTISOL FRANCE

### Clause 1 – Application of the general conditions of sale

These general conditions of sale apply to any sale entered into or to be entered into between Multisol France (the "seller") and any of its clients or potential clients (the "buyer").

When placing any order with the seller, the buyer accepts these general conditions of sale without qualification and in their entirety to the exclusion of any other document (including brochures, catalogues etc.) issued by the seller (which are purely indicative and provided for information purposes only) irrespective of the general conditions of purchase of the buyer which are not binding on the seller irrespective of the date on which they are brought to the buyer's attention.

No special condition shall, unless expressly accepted in writing by the seller, prevail over these general conditions of sale. Any clause provided for in any document communicated by the buyer and which does not comply with these general conditions of sale shall not be binding on the seller, unless expressly agreed in writing by the seller.

If any provision of these general conditions of sale is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining provisions shall not in any way be affected or impaired.

No failure to exercise at any time on the part of the seller any right under any clause of these general conditions of sale shall operate as a waiver to do so at a later stage.

In these general conditions of sale, the expression "business day" means any day other than Saturday, Sunday or any public holiday in France.

### Clause 2 – Orders

Any order must be placed in writing with the seller (letter, fax, email etc.). Any order by telephone must therefore be confirmed in writing by the buyer within twenty four (24) hours of the call. Otherwise, the order shall not be taken into consideration.

The order must indicate inter alia: the quantity, the agreed commercial name of the product, the agreed price, the payment conditions, the location and the date of delivery or pick-up.

Orders placed directly with the seller or through his agents or representatives shall not become final and binding until confirmation in writing by the seller, the acceptance of the seller resulting from the sending to the buyer of a confirmation order.

These general conditions of sale, the order of the buyer accepted by the seller in writing and any document issued by the seller (including price and tariff lists) relating to the subject of the order shall constitute the contract.

Any amendment or cancellation of an order requested by the buyer shall be subject to the seller's express and written agreement. Any such request by the buyer may only be taken into consideration if it is received by the seller no later than five (5) days before shipment of the goods. After this period, the order will be deemed valid and will have to be paid by the buyer.

If, in relation to a previous order, the buyer has not complied with any of its obligations (default or late payment for example), a refusal of sale may be raised, unless that buyer provides acceptable guarantees or makes a payment in cash.

The seller has the right to decline any order which has a total value of less than five hundred (500) Euros (excluding tax) owing to the costs of processing such orders.

### Clause 3 – Price

Prices which are billed are those agreed on the day the order is placed in accordance with the buyer's price list applicable on that day. Prices are denominated in euro and quoted excluding tax, transportation costs (unless agreed to the contrary) and any insurance that the buyer wishes to subscribe to. VAT and/or any other imposts, taxes or duties (including customs duties) payable will be added to the price at the rate applicable on the date they become due.

If exceptional circumstances affecting the economic balance of the contract arise between acceptance of the order and delivery, which obliges the seller to increase its prices and/or modify its payment conditions, the seller shall notify the buyer, who will have the option to terminate the contract by letter within five (5) days starting from the date of the notification. If the buyer fails to do so, the new conditions will apply automatically to the contract.

### Clause 4 – Payment conditions

Payments shall be made at the seller's registered office thirty (30) days from the date of the invoice. No discount shall be granted for any cash or advance payment.

When the seller enters into business relations with a new buyer, the seller reserves the right to proceed with the first deliveries in consideration for cash payments.

Notwithstanding the method of payment agreed between the parties, payment will only be satisfied when the amount is effectively received by the seller.

Any partial payment will be allocated in priority to the penalties for late payment, and then to the oldest invoices that are due and payable.

For all payments by promissory note, bill of exchange or draft by acceptance, the document must be addressed to the seller or returned as acceptance at least ten (10) days before the due date.

For all payments by cheque, the latter must reach the seller at least three (3) days before the due date.

The seller grants each buyer an acceptable credit limit. The seller reserves the right to take all measures to ensure that the outstanding credit of each buyer does not exceed the maximum credit limit allocated to it by the seller (for example, refusal to honour an order or demand of cash payment).

### Clause 5 – Late Payment or Non Payment

Failure to pay any invoice will be considered a fundamental breach of the contract by the buyer entitling the seller to suspend any further delivery or to deem the contract immediately terminated by reason of the buyer's default without prejudice to any claim for damages. Similarly, where deferred payment is agreed and the buyer does not pay punctually or makes a complaint in relation to a batch that has already been delivered, the seller may revoke such deferred payment term and request advance payment for all subsequent deliveries or contracts. Should the buyer not meet such demand, the seller shall be entitled to terminate the contract by reason of the buyer's default without prejudice to any claim for damages. Penalties for late payment are due automatically without formal notice and without prejudice to any damages from the day following the payment date indicated on the invoice should any sums be paid after such payment date. The interest rate will be equal to three times the applicable legal rate. The seller shall issue invoices relating to these penalties on a six-month basis.

In addition to penalties for late payment referred to in the previous paragraph, the defaulting buyer shall be automatically regarded as debtor, vis-à-vis the seller, of a flat indemnity for recovery costs amounting to forty (40) Euros. If the recovery costs disbursed by the seller are higher than the amount of that flat indemnity, the seller shall be entitled to claim for additional indemnification, if documented. This flat indemnity is due for each invoice not paid in due time. The amount of this flat indemnity is not included in the calculation basis of the penalties for late payment referred to in the previous paragraph.

Should the payment default oblige the seller to sue the buyer, the buyer shall pay to the seller, in addition to the principal, costs, expenses and fees usually and legally payable by the buyer, a penalty equal to ten per cent (10%) of the amount of receivables in principal as contractual flat damages.

Any order is accepted in light of the legal, economic and financial standing of the buyer at the time the order is placed. In the event the financial standing of the buyer constitutes a justifiable cause for concern, the seller reserves the right to request a cash payment or payment prior to delivery.

Where goods, the subject of an order or an agreement, are delivered in instalments, the invoices relating to each delivery shall be payable by their respective due dates, and shall not be postponed until all the goods under the order have been delivered.

### Clause 6 – Delivery

The delivery date shall be communicated by the seller depending on the availability of supplies at the time of the confirmation order and shall be purely indicative.

The buyer shall not be entitled to use late delivery due to circumstances out of the seller's control (no available supplies, for example) as justification to cancel the sale, to refuse the merchandise, to withhold any sum or to claim compensation.

Nevertheless, if delivery of the products does not take place within two (2) months from the indicative delivery date, for any cause other than a force majeure, the sale may be cancelled by either party by registered mail with acknowledgement of receipt. The buyer will only be able to claim return of down payment(s) without any further compensation.

The seller is released of all responsibility for late delivery related to a force majeure. The seller will inform the buyer in good time of the circumstances and events, listed in Clause 11, that are the cause of the delay. Any delay in delivery due to force majeure will entail, at the seller's will, either the pure and simple termination of the sale or the extension of the delivery date or the availability date, without any right to any other compensation.

In all cases, delivery by the delivery date will only take place if the buyer has complied with all of its obligations vis-à-vis the seller.

If the buyer is responsible for transporting the merchandise, it will have to ensure that the means of transportation is clean, dry, adapted to the loading and transportation of the merchandise, and complies with safety standards of the seller and to the legal and regulatory provisions applicable to such means of transportation, at the loading date. Where there has been a failure (full or partial) to comply with the obligations of the seller under this paragraph, the seller will be authorised to not load the means of transportation and will not be liable to pay any compensation.

Where delivery is deemed complete on the day the products are made available, the seller shall inform the buyer in writing of the date the goods will be made available. The buyer shall take delivery of the merchandise within five (5) business days following the receipt of the notice of availability. Beyond this date, the storage costs will be automatically billed to the buyer. If the buyer, after formal notice, fails to take delivery of the goods, the seller shall be entitled, without prejudice to any claim for damages, to enforce the contract or consider it to have been automatically terminated, with any advance payment forfeited for the benefit of the seller.

Where deliveries are in instalments, the failure in whole or in part of any one delivery shall have no effect on the other deliveries.

### Clause 7 – Transfer of Risk – Transportation

The risk in the goods, and particularly those risks inherent in their carriage, shall pass to the buyer immediately upon their delivery. Delivery shall take place, for all sales whatever their destination (France or other countries) at the time the goods are handed over or leave the seller's factories or warehouses, irrespective of any terms of sale or payment of the costs of carriage.

However, for orders which refer to INCOTERMS, the rules of the INCOTERMS prevailing at the time of the sale, shall apply. It is the buyer's responsibility to take all necessary steps to ensure that his rights are safeguarded with respect to the carrier of the goods by making his reservations within the time periods and terms specified by the rules governing such matters.

### Clause 8 – Receipt – Inspection – Complaints

The seller warrants that the quality of the products is exclusively consistent with the technical specifications drawn up by the seller, excluding any other warranty and/or liability.

The weight and measures of the goods at the moment of dispatch will attest to the quantities delivered. The quantitative tolerance of the delivery shall be plus or minus ten per cent (+/-10%) calculated on the number of units mentioned in the order.

Without prejudice to any actions to be taken against the carrier, complaints made regarding visible defects or the non-conformity of the delivered goods to the ordered goods or to the dispatch documentation, must be lodged by registered mail with acknowledgement of receipt upon receipt of the goods and in any event within five (5) business days of receipt. The buyer shall provide the seller with all evidence regarding defects or anomalies reported. The buyer shall give all means to the seller to ascertain the defects and to find a solution. The buyer shall not intervene, nor have any third party intervene in this process. The buyer shall not return the disputed goods without the seller's prior written consent.

If the buyer fails to inspect the quality of the goods within five (5) business days of their receipt, or following inspection of the goods, the buyer uses the goods or sells the goods to a third party, the seller will not be liable for any loss whatsoever resulting from their use by the buyer or a third party.

If the goods are not used for a purpose or in a process normally intended for the goods of the same kind, no claim will be admissible.

Once the buyer has sent his complaint to the seller within the specified time, and provided that the seller's liability has been established, the seller shall at his convenience either replace or refund the cost of any goods which he acknowledges as non-conforming or affected by a visible defect, to the exclusion of all other indemnities and/or damages. Where applicable, upon the seller's request, the buyer must return the goods which have been replaced or refunded to the seller.

Complaints do not discharge the buyer from his obligation to pay the price according to the contract terms irrespective of whether the complaint is justified.

### Clause 9 – Packaging

Packaging lent by the seller: this shall remain the property of the seller and is solely intended for the goods sold. The buyer, the user or the bailee shall be liable for any accident which results from this packaging. It shall be returned to the seller in good condition and within the time specified by the seller. If the packaging is not returned within the stipulated time, or is destroyed or deteriorates, the seller will be entitled, without any prior formal notice, to invoice the buyer for the cost of its replacement, in which case the buyer shall become the owner of the replaced packaging, or the cost of restoring the packaging to its original condition and also to claim from the buyer an indemnity for loss suffered as a result of the failure of the buyer to comply with the above provisions.

Transferred packaging: when ownership of the packaging has been transferred to the buyer, the latter shall remove all references to the previous owner and shall not use such packaging for any purpose other than that for which it was originally intended.

Retested packaging: when packaging is subject to retesting in accordance with a frequency set by regulations (the buyer declaring that it is aware of the same), the last testing date must be marked on the packaging. The seller will not be held liable for any accidents arising from this packaging, whether empty or full, where it has been transferred to the buyer or where it has not been returned to the seller before the date of the next test.

Packaging supplied by the buyer: the buyer alone will be responsible for the choice and the quality of the packaging that is intended to receive the goods. The buyer shall supply packaging which conforms to the regulations then in force.

### Clause 10 – Retention of Title

**THE SELLER RESERVES TITLE TO THE GOODS UNTIL PAYMENT IN FULL OF THE PRICE AND OF ALL INCIDENTALS HAS BEEN MADE. THE RISK IN THE GOODS SHALL HOWEVER PASS TO THE BUYER UPON DELIVERY, AS DEFINED IN CLAUSE 7 ABOVE. CONSEQUENTLY, IN CASE OF LATE OR NON-PAYMENT, WHETHER IN WHOLE OR IN PART, THE SELLER RESERVES THE RIGHT TO REQUEST, ON FIRST DEMAND AND WITHOUT PRIOR FORMAL NOTICE, THAT THE DELIVERED GOODS ARE RETURNED TO IT, WHEREVER THEY ARE LOCATED. GOODS STORED AT THE BUYER'S PREMISES (IN WAREHOUSES, DEPOTS, ETC.) WILL BE DEEMED TO BE THE SUBJECT OF THE UNPAID CLAUSE.**

**THE BUYER SHALL NOT GRANT ANY RIGHTS TO THIRD PARTIES THAT MIGHT LIMIT THE EXERCISE OF THE PROVISIONS OF THIS CONDITION.**

**ALL COSTS OF RETURNING THE GOODS TO THE SELLER'S PREMISES WILL BE BORNE BY THE BUYER.**

**IF THE GOODS ARE SEIZED OR THE BUYER BECOMES INSOLVENT (INCLUDING AMICABLE SETTLEMENT, CONCILIATION, SAFEGUARD, REORGANISATION OR LIQUIDATION PROCEEDINGS), THE BUYER SHALL: (1) NOTIFY THE SELLER WITHIN TWENTY FOUR (24) HOURS BY REGISTERED MAIL WITH ACKNOWLEDGEMENT OF RECEIPT AND BY FAX AND (2) IMMEDIATELY REFRAIN FROM SELLING ANY GOODS WHICH ARE NOT YET HIS PROPERTY. THE BUYER SHALL BEAR ANY AND ALL COSTS PURSUANT TO THE MEASURES TAKEN IN ORDER TO PUT A STOP TO THIS INTERFERENCE AND IN PARTICULAR, THOSE RELATING TO ANY OPPOSITION BY A THIRD PARTY.**

**IF THIS RETENTION OF TITLE CLAUSE IS APPLIED, ANY ADVANCE PAYMENT MADE TO THE SELLER SHALL BE FORFEITED FOR THE BENEFIT OF THE SELLER AS DAMAGES.**

**THE BUYER MUST ALSO COMPLY WITH HIS OBLIGATIONS AS BAILEE. THE BUYER SHALL THEREFORE BE REQUIRED TO PAY THE PRICE OF THE GOODS IF THEY DISAPPEAR, WHETHER ACCIDENTALLY OR OTHERWISE. THE BUYER UNDERTAKES NOT TO REMOVE PACKAGING OR LABELS FROM GOODS APPEARING IN ITS INVENTORY AND WHICH ARE UNPAID. THE ABOVE PROVISIONS SHALL APPLY WITHOUT PREJUDICE TO ANY CLAIM FOR DAMAGES FOR A TOTAL OR PARTIAL FAILURE TO PAY THE PRICE OF THE GOODS.**

**IF THE BUYER MUST TRANSFER THE GOODS TO A CARRIER OR A BAILEE, THE LATTER SHALL DATE AND SIGN THIS DOCUMENT WITH THE FOLLOWING HANDWRITTEN WORDS: "KNOWLEDGE OF THE RETENTION OF TITLE CLAUSE WHEN THE GOODS ARE TRANSFERRED".**

### Clause 11 – Force Majeure

The following facts or events shall be considered herein as events of force majeure constituting cause for the cancellation or suspension of the seller's contractual obligations, without any right of recourse for the buyer (this list is non-exhaustive): lock-out, total or partial strike (including of the seller's or suppliers' employees), epidemic, war, terrorist attack, riot, requisition, administrative decisions, arbitrary decisions, embargo, fire, flooding and other natural disasters, breakdown of machinery, delay in transportation or other cause leading to partial or total unemployment for the seller or its suppliers and all and any external occurrences likely to delay or prevent the performance of the seller's obligations or to render such performance economically exorbitant.

### Clause 12 – Acceleration

In case of default payment (full or partial) of an order on its due date, the amounts due under that order or other orders already delivered or being delivered will be immediately payable after the giving of a notice of default.

### Clause 13 – Termination

Where any of the present conditions is not fulfilled, the seller will notify the default to the buyer by registered mail with acknowledgement of receipt.

If the buyer fails to comply with its obligations within eight (8) days from the date the default notice was sent, the seller will be entitled to terminate any sale.

Where the sale is terminated for failure to pay, all amounts paid by the buyer will be purely and simply kept by the seller. The buyer cannot request the termination of the sale or hold the seller responsible for any changes to the original specifications or technical characteristics, arising between the time the order is placed and the time of delivery and resulting from the application of a national law or a community law or from the recommendations of the manufacturer of the goods or the provider of the seller. The seller shall inform the buyer of those changes as soon as possible.

### Clause 14 – Governing Law and Jurisdiction

**THESE GENERAL CONDITIONS OF SALE AND ANY RELATED CONTRACT SHALL BE GOVERNED BY FRENCH LAW, EXCLUDING THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS DATED 11 APRIL 1980.**

**ALL DISPUTES ARISING BETWEEN THE PARTIES TO THIS CONTRACT SHALL BE SUBMITTED TO THE COMMERCIAL COURT OF PARIS OR ITS PRESIDENT AS REGARDS URGENT PROCEEDINGS, EVEN IN CASE OF MULTIPLE DEFENDANTS. IF LEGAL PROCEEDINGS ARE COMMENCED AGAINST THE BUYER BY ANY THIRD PARTY IN ANOTHER COURT, THE BUYER WAIVES ALL RIGHTS TO INVOKE ANY GUARANTEE AGAINST THE SELLER BEFORE ANY OTHER COURT.**