

## GENERAL TERMS AND CONDITIONS

### 1 – GENERAL SCOPE

All sales of products by FRAVIDEC are subject to and shall be exclusively governed by the General Terms and Conditions stated herein, unless specifically agreed in writing between the parties at the time of ordering. Ordering implies the Buyer's assent to all General Terms and Conditions stated herein.

The General Terms and Conditions herein prevail over all other documents used by the Buyer, including their purchasing terms and conditions, unless expressly and formally accepted by FRAVIDEC.

Any documents other than the General Terms and Conditions herein, such as catalogues, prospectuses, advertisements and notices are not contractually binding and are for general information purposes only.

FRAVIDEC choosing at one point in time not to apply the General Terms and Conditions herein shall not constitute a renunciation to the contractual rights associated to these General Terms and Conditions.

### Article 2 – ORDERS AND PRICES

2-1 Orders must be confirmed in writing and signed by the Buyer.

Sales orders are binding only after FRAVIDEC, having notably checked the availability of the products ordered, have accepted the order expressly and in writing. Acceptance of the order is materialized by sending, within four business days, an order confirmation describing products ordered, prices, payment terms and packaging and shipping terms.

2-2 Once the order has been accepted by FRAVIDEC, no changes requested by the Buyer shall be taken into account, unless specifically accepted by FRAVIDEC.

2-3 In the event of any cancellations of their purchase by the Buyer following acceptance of the order by FRAVIDEC, any costs or expenses incurred by FRAVIDEC shall be invoiced to the Buyer.

2-4 Products are supplied at the prices agreed between the parties at the time of ordering. Such prices are firm, not adjustable and net of duty and taxes. Incoterms shall be specified concomitantly to the acceptance of the order by FRAVIDEC.

### Article 3 – PAYMENT TERMS AND CONDITIONS

Payment of the products shall be made in full in one installment and according to the terms of payment stated on the invoice addressed to the Buyer and agreed between the Buyer and FRAVIDEC when negotiating the order as stated in article 2, in accordance with the provisions of French "Economy Modernization" Law dated 4th August 2008 (Loi de Modernisation de l'économie du 4 août 2008).

In the event payment is past due, penalties shall be automatically charged by right, and calculated on the basis of 10% of the purchase price inclusive of all taxes and stated on the invoice.

Any delay of payment will give place, in addition to the penalties of delay, with the payment of a fixed allowance of 40€ for expenses of recovery. This indemnity will be due, by right and without formality.

Such penalty charges shall be made with no need for formal request for payment and without prejudice to any further proceedings FRAVIDEC may deem necessary.

In the event the Payment Terms and Conditions herein are not fulfilled, FRAVIDEC reserves the right to suspend or cancel delivery of any outstanding or future orders from the Buyer.

No discount shall be granted by FRAVIDEC in the event of a cash payment or when payment intervenes faster than that stated in the General Terms and Conditions or on the invoice issued by FRAVIDEC.

### Article 4 – RETENTION OF OWNERSHIP

All products sold shall remain FRAVIDEC's sole property until such time as the Buyer has paid the purchase price in full. In the event of any failure to pay by the Buyer, whatever the cause may be and including court ordered proceedings, FRAVIDEC shall therefore have the right to request the products to be returned at first demand and at the cost of the Buyer.

The above does not preclude the risk to be passed to the Buyer upon delivery. The Buyer shall therefore commit to underwrite, at their own cost, ad hoc insurance, whose beneficiary shall be FRAVIDEC, covering the products ordered, until full ownership has been transferred. The Buyer shall be able to provide evidence of such insurance, failing which FRAVIDEC retains the right to delay delivery until such evidence has been provided.

The Buyer shall keep FRAVIDEC informed of any changes in circumstances such as administration or liquidation proceedings, so that FRAVIDEC can exercise its right to claim products back, according to applicable laws. The Buyer shall also inform FRAVIDEC of any threats, seizure, requisition or claim which could jeopardize their ownership of the products sold. In the event the Buyer fails to comply with such obligations, FRAVIDEC shall retain the right to cancel the sale and to charge the costs of such cancellation to the Buyer.

The Buyer shall ensure that the identification of the goods is always possible, failing which the products in stock shall be deemed to be those unpaid.

## Article 5 – DELIVERY OF GOODS

### 5.1 Delivery times

Goods purchased by the Buyer shall be delivered in the timeframe specified by FRAVIDEC on the written order confirmation as specified in Article 2 of the General Terms and Conditions herein. This timeframe does not constitute a legal obligation and under no circumstances shall FRAVIDEC be liable for any delays in delivery providing these delays do not exceed 40 days after the date specified on the order confirmation. In the event delivery happens more than 40 days after the date specified on the order confirmation, the Buyer shall request the cancellation of the order. FRAVIDEC shall however have no liability for any delays or suspension of delivery attributable to the Buyer or due to an event of force majeure.

### 5.2 Place of delivery

Delivery shall take place on such location indicated by the Buyer when ordering and as confirmed by FRAVIDEC on the confirmation order, as specified in Article 2 of the General Terms and Conditions herein. Delivery shall take place in any other locations as specified by the Buyer provided a 10 day notice has been given by the Buyer. In this case, any additional transport costs shall be charged entirely to the Buyer. In accordance with Article L. 133-3 of the French Code of Commerce, in the event of any damages or partial losses of the delivered products, the Buyer shall be responsible for making all necessary reserves to the carrier at delivery and shall do so by way of a registered and signed-for letter within 3 days of delivery of the products. Copy of this letter shall be sent simultaneously to FRAVIDEC for information.

## Article 6 – RESPONSIBILITY AND GUARANTEE

The Buyer is responsible for checking the goods for any visible defects upon receipt. Unless reserves are made in writing within 10 days of receipt of the goods, quality and quantity of the goods delivered shall be deemed to meet the specifications stated in the order, and no claims shall be deemed acceptable.

FRAVIDEC shall replace as soon as possible and at their own cost the products which have been shown to fail meeting requirements. FRAVIDEC shall have the right to inspect and check, in person or by sending a third party, the non-conformity of the products.

Non-conformity at delivery of the products ordered notwithstanding, FRAVIDEC offers limited guarantee to cover any latent defect of the delivered goods resulting from a defect in materials, in conception or in manufacturing, which would make the products unsuitable for use. Such guarantee is limited to the replacement of the products shown to be defective. Such guarantee is not applicable in the event of improper use, neglect or improper storage by the Buyer, as well as normal wear-and-tear of the products and event of force majeure. To exercise this limited guarantee, the Buyer shall notify FRAVIDEC in writing of any defects within 10 days of any occurrence of defect giving raise to claim, failing which their rights to exercise such limited guarantee shall be superseded. FRAVIDEC shall replace the defected products under warranty or shall ensure such products are being repaired. Replacement shall not extend the guarantee period.

## Article 7 – DISPUTES

Disputes arising in connection with the General Terms and Conditions herein and concerning validity, interpretation, execution, cancellation, as well as consequences and outcomes of such claims shall be subject to the exclusive jurisdiction of the Commercial Court of Annecy, France (Tribunal de Commerce d'Annecy).

## Article 8 – GOVERNING LAW AND LANGUAGE OF CONTRACT

The parties agree that the General Terms and Conditions herein and the sales made under them shall be governed by and constructed in accordance to French Law. The French version of these General Terms and Conditions shall take precedence over all other versions and in event of a dispute any undertaking relating to the due performance of these conditions drafted in French shall prevail over all provisions in any other language.