

GENERAL TERMS AND CONDITION OF SALE

ARTICLE 1 – Scope

The purpose of the present terms and conditions of sale is to define the conditions under which the Supplier supplies its Products to professional buyers ("The Buyers or Buyer") when said buyers request the Supplier to do so in order to enable the Buyers to place orders. The said terms and conditions apply without restrictions or reserves to all the sales completed by the Supplier with the Buyers in the same category, regardless of the clauses that may be stated in the Buyer's documents, and specifically but not limited to its general terms and conditions of purchase. They are also communicated to all distributors prior to the signature of a specific convention pursuant to article L 441-7 of the French Code of commerce, within the legal periods of time. All orders of Products imply, on the part of the Buyer, full acceptance of the present General Terms and Conditions of Sale and the general conditions of utilization of the Supplier's Internet website for electronic orders. The information stated in the Supplier's catalogs, brochures and price lists is indicated purely for informational purposes and is subject to change at any time. The Supplier has the right to effect any modifications that it deems useful to said information. In accordance with the regulations in force, the Supplier reserves the right to waive certain clauses of the present General Terms and Conditions of Sale, depending on the negotiations carried out with the Buyer, by signing a specific contract or establishing Specific Conditions of Sale and specifically in cases of sales intended for Export. In addition, the Supplier may be led to set up General Terms and Conditions of Sale by category, replacing the present General Terms and Conditions of Sale, based on the type of clientele considered, defined based on objective criteria. In this case, the General Terms and Conditions of Sale by Category apply to all the operators meeting these criteria.

ARTICLE 2 - Orders - Price lists

2-1: Sales are completed only after express acceptance of the client's order by the Supplier that will ensure amongst other things, the availability of the requested Products, which can depend in particular on weather conditions. Acceptance can be materialized by any means of communication, including by email or result from the simple shipping of the Products. The Supplier reserves the right to refuse any order in the case of any incident or delay of payment whatsoever concerning the Buyer, its placement under judicial protection, placement in receivership or compulsory liquidation, subject to the applicable provisions of public order. The Products are supplied at the prices mentioned on Supplier's price lists, and when appropriate, in the commercial proposal addressed to the Buyer. Said prices are firm and non-revisable during their period of validity.

2-2: Any possible modifications requested by the Buyer can only be taken into account, within the limits of the Supplier's possibilities and at its sole discretion, if they are notified in writing at least 8 days before the planned delivery date for the Products ordered, after specific acceptance by the Supplier and possible adjustment of the price.

2-3: The Supplier reserves the possibility to demand partial payment that may amount to up to 50% of the total order amount, total payment in advance or a financial guarantee, specifically when the Buyer is a new client, or said Buyer has had or risks having late payments or other payment incidents. In the case of any order cancellation, late payment or non-payment whatsoever, the partial payment shall remain acquired by the Supplier for purposes of lump sum compensation, without prejudice to all other actions that it would have the right to initiate against the Buyer due to this fact.

2-4: The Products are supplied on the basis of the Supplier's price list in force on the day of placing the order, and, when appropriate, in the specific commercial proposal addressed to the Purchaser. Said price lists are however subject to vary, in particular due to weather conditions, that may impact the supply, quality or price of the Products or the raw materials entering in their composition. This variation shall however be brought to the Buyer's knowledge prior to delivery; said Buyer shall remain free to cancel the order, wholly or partially, within 5 days after notification made to said Buyer of this price variation. These prices are stipulated EXW warehouse of the Supplier (CCI Incoterms 2010) net and excluding taxes, packaging included, and excluding the cost of the pallets, that will be invoiced in addition. The Prices do not include shipping, or possible custom duties in the case of Export sales, nor insurance which remains at the Buyer's expense. Special price conditions may be used depending on the specificities or quantities requested by the Buyer concerning, namely but not limited to the means and lead times of delivery, or the terms and conditions of payment without them being able to exceed legal terms of payment. A special commercial offer shall then be addressed to the Buyer by the Supplier.

ARTICLE 3 - Conditions of payment

3.1: The price is payable in full and in a single payment within a period of 60 days beginning on the date of delivery as defined in the article hereinafter, "Delivery". For Export sales and sales outside of metropolitan France, the due date is 30 days. This period shall be counted down from the day of delivery and mentioned on the invoice sent to the Buyer.

3.2: In the case of late payment and transfer of the sums due by Buyer beyond the due date set out here above, and after the date of payment figuring on the invoice sent to the Buyer, late penalties calculated on the rate of refinancing of the European Central Bank augmented by 10% and rounded off to its superior fraction of the amount of the price including taxes stated on said invoice, shall automatically be granted to the Supplier, ipso jure, without any formality or prior notification whatsoever.

3.3: A lump sum fee for recovery expenses, of an amount of 40 euros shall be due by the Buyer per invoice ipso jure and without any prior notification in the case of late payment. The Supplier reserves the right to request additional compensation from the Buyer if the cost of recovery effectively engaged should exceed this amount, upon presentation of appropriate evidence. These additional costs

shall be namely constituted by the expenses and fees of lawyers and bailiffs, including the fees provided for in articles A. 444-31 and A. 444-32 of the Order of February 26, 2016, relative to the recovery of unpaid sums.

3.4: In the case of non-respect of the conditions of payment stated here above, the Supplier reserves the right to suspend or cancel the delivery of the orders being executed for the Buyer, or diminish or cancel possible discounts granted to said Buyer.

ARTICLE 4 – Right of ownership

The Supplier reserves a right of ownership regarding the Products sold, until complete payment of the price by the Buyer, which enables it to take possession of said Products. However, the risk of loss and/or deterioration shall be transferred to the Buyer upon delivery of the Products ordered. The Buyer consequently agrees to have the ordered Products properly insured at its expense, to the Supplier's benefit, using an ad hoc insurance, until the complete transfer of ownership and to provide proof of insurance before delivery. Failing to do so, the Supplier shall have the right to delay or cancel the delivery until the presentation of proof of insurance has been given.

The Supplier will be entitled to recover the delivered products wherever they are, after simple notification made to the sub-purchaser by any mode of communication ensuring its safe receipt, of its intention to recover them. A copy of the unpaid invoice will be attached to the notification.

ARTICLE 5 - Assignment of claims

In the event of default of payment, whether it is partial or total, the Supplier may require from the Buyer's customers a direct payment of the amounts due by the Buyer. Acceptance of the present General Terms and Conditions constitute acceptance of the assignment made by the Buyer to the Supplier, of its claims against his own customers, within the meaning of Articles 1321 and subsequent articles. of the French Civil Code, up to the amounts remaining due by the Buyer to the Supplier. The mere communication in writing to said customers of the Supplier's unpaid invoice, of the general terms and conditions accepted by the Buyer along with an up-to-date extract from his account shall be deemed to be a proper and sufficient notification to the Buyer's debtors within the meaning of Article 1324 of the French Civil Code. Assignment of receivables does not discharge the Buyer of all of its obligations

ARTICLE 6 - Deliveries

6.1: The Products acquired by the Buyer shall be delivered by the delivery date indicated in the Supplier's order confirmation. This delivery date does not constitute a firm date and the Supplier cannot be held liable with regard to the Buyer in the case of late delivery. If the delay should exceed a period of 60 days, the Buyer may request the termination of the sale by registered letter with acknowledgement of reception, failing to have been delivered within a period of 15 days, starting from the date of the first presentation of said letter.

6.2: The delivery is considered as completed in the Supplier's warehouses, beginning on the date of Product availability that shall be confirmed to the Buyer.

It is beginning on this date that the transfer of risks to the benefit of the Buyer takes place, the Products traveling at Buyer's risks and perils by any shipper of its choice.

The Buyer recognizes that it is the shipper's responsibility to collect the Products and to issue any reserves on the Buyer's behalf as to the conformity of the Products with regard to the order before loading. Failing to do so, the Buyer shall not have any recourse regarding guarantees from the Supplier, equally in the case of failure from the shipper to deliver the Products or damages occurring during shipment or unloading.

ARTICLE 7 – Supplier's liability - Guarantee

The Products benefit from a contractual guarantee for a period of 6 consecutive months beginning on the date of delivery, covering all quality defects making the Products unfit for their utilization, that should not be the consequence: of the shipping or storage conditions, an alteration or transformation, or a modification of the packaging by the Buyer or any other third party. In the case of a claim, the Buyer shall contact the Supplier in writing indicating to said Supplier the type and quantity of the Products concerned, as well as the corresponding lot numbers. The Supplier can mandate any person of its choice to meet on the Buyer's premises or request shipment at the Buyer's expense, of one or several samples kept in their original packaging. If the defect is substantiated, the Supplier shall, at its expense, deliver replacement Products of an equivalent number to that of the Products of the lots concerned. If the Supplier no longer has the identical Products, it may deliver equivalent Products in agreement with the Buyer. All other forms of guarantee are excluded.

ARTICLE 8 – Applicable law – jurisdiction

All disputes that the present agreement may lead to, concerning its validity, interpretation, execution, termination, their consequences and direct results shall be submitted to the application of French law and to the competence of the courts in Strasbourg, France; However, the Supplier reserves the right to take any legal action to the Court where the Buyer has his headquarters or its main place of business, when it concerns conservatory measures or expertise, actions in pursuance with reservation of rights or payment deriving from claim assignment