

# GENERAL CONDITIONS OF SALES

(TRANSLATION OF FRENCH VERSION: "CONDITIONS GÉNÉRALES DE VENTE" WHICH REMAINS THE OFFICIAL VERSION)

Our sales are subject to the present general conditions which prevail over all terms our customers purchasing.

The confirmation of the order leads the purchaser to accept the conditions of sale by the seller, the recognition to have perfect knowledge and renunciation to take advantage of its own conditions of purchase.

However, due to the specificity of certain products and our manufacturing, the company reserves the right to notify the purchaser of the conditions of execution of the command.

The possible waiver on our part to one or more of the clauses has no bearing on the validity of the remaining provisions.

## 1- ORDER

1.1 Our quotations shall only be binding in the absence of changes in the price of raw materials.

2.1 Our price proposals cannot constitute an offer accepted by the purchaser leading to a business contract without any agreement from our part on the conditions of execution and settlement, the buyer must provide guarantees deemed sufficient.

3.1 Our prices are established for goods packed by our standards of packing; ex works unless otherwise stated

4.1 Taking into account the specificity of the techniques used, our delivery periods are given only as an indication. All penalties for delay or cancellation of order or damages at our expense are excluded in the event of delay of delivery for any reason whatsoever.

5.1 Cases of force majeure such as mobilization, war, epidemics, floods, natural disasters, fires, strikes, shortages of transport, accidents causing the total or partial shutdown of our installations, allow us to pause or cancel contracts in progress unless the purchaser can claim compensation of a any prejudice to this masterpiece.

6.1 Due to the characteristics of the processes of calendaring (including compression and stretching of the material, sublimation...) and tolerances in use in this business and in the interest of simplification for our clients as for ourselves our kg prices are established on the basis of a theoretical density; the maximum gap between the density obtained after calendaring and theoretical density is of +/-5% for thicknesses greater than or equal to 300 microns and +/-8% for less than 300 microns thickness. Moreover, some manufacturing defects can be identified on the workpiece and offset our initiative according to the customs of the profession.

7.1 We reserve the right to deliver and charge 10% more or less than the quantity ordered, the client must take into account this technical hazard when ordering.

## 2- TRANSPORT

The purchaser is responsible for risks, even EXW and DAP sale, as soon as the shipment of the warehouses of the seller. The result is such that the goods travel at the risk and peril of the purchaser to which it belongs to all characterized reservations written and inferred from the carrier at the time of delivery and confirm by registered letter with A.R within three days (articles 103 to 108 of the Commercial Code).

## 3- RECLAMATION

3.1 Our business is a business of outsourcing, the customer assumes full responsibility for the choice of the material (s) as well as the design of the parts according to the industrial result it looks and it is only to know with precision; in particular the client assumes responsibility on industrial property regarding the use of the products (including nature, appearance, drawing, decor, film, surface condition, grain...) that he orders. The customer decides in consequence of the technical specification which fixes the specifications called to define the products to be produced in all their aspects.

3.2 Excluding the previously mentioned transport risks, any goods which have not undergone characterized reserve written within a period of EIGHT (8) days (of delivery) will be considered as complying with the command, both in quantity and quality, on the understanding that no claim will be taken into consideration after implementation of product. The possible storage on a construction site or at the place of sale is made at the customer's risk.

3.3 In case of apparent defect or non-conformity of the delivered products, duly noted by the seller under the conditions laid down earlier, the buyer may obtain the free replacement or the refund of the products at the choice of the seller, excluding any compensation or damages.

3.4 In the hypothesis a hidden defect would affect the goods, our warranty shall be limited, at our option to the free replacement of the goods or the refund of the price paid, all damages and interests to be excluded. No non-compliance will be accepted, whatever the cause, within 6 months from the date of manufacture of the goods.

3.5 Our liability cannot be incurred beyond the amounts guaranteed by our insurers. Only written complaints and about past and confirmed in writing commands, can be taken into consideration, being however understood, in any event, that slight variations of thickness, color, within the limits of Normal tolerances, can justify a claim. In addition, the process of calendaring is by nature likely to generate defects inherent in the technique (especially small defects of surface of the bites, scratches... type) the client cannot rely on them to establish a claim.

3.6 We strongly advise potential purchaser to know in advance the conditions of exclusion and extent of use of our products and also to take appropriate needed precautions; in

particular, in cases where it would be applied on our products from inks, glues, paints, body fat, detergents... because of possible physico-chemical changes of the various constituents, it is strongly recommended to our customers to check (after delivery) our materials and to prior test them in order to get the warranty of the good compatibility and/or adhesion of products between them. We also draw the attention of our customers about the risks of flammability of some materials.

3.7 Contested goods must be stored in store by the purchaser until the final settlement of the claim. The buyer cannot or refuse to take delivery of goods which are the subject of a claim or return them without our written permission. The costs and risks of return are on the purchaser. Returned goods shall be accompanied by a return slip to set on the package.

## 4- PAYMENT TERMS

4.1 Our goods are payable to Belle-Vie-En-Auge at 30 days end of month on 15 or 60 days date of invoice, according to the established conditions, subject to consent of our financial services, if it is not foreseen within the other requirements of regulation in confirming orders, tariffs or specific directives added to these general conditions of sale. Our payment terms are in line with the adoption of the law of modernization of Economy (LME) No. 2008-776, indeed B2B payment periods may not exceed forty-five (45) days end of month or sixty (60) days from the date of invoice. This Act is of public order, the supplier and the customer do not have power to derogate. This compliance implementation cannot alter other terms of regulations.

### Mode of payment:

Usual mode: bank transfer. The treaties to acceptance are permitted only under the following conditions: on request of the client before placing the order and amount of invoice to adjust. According to the law, accepted drafts must be returned within eight (48) hours of their receipt.

Carry-over and arrears: any request for postponement must be made by the customer at the latest one (1) month before the due date. Report and unpaid expenses: charging of interest: three times the legal interest rate in force (art. 33 of the Ordinance of December 01, 1986). In addition, a level of compensation lump sum for recovery costs, provided paragraph 12 of article L441-6 of the code of Commerce I, is fixed at €40. These penalties will be applicable on the TTC amount plus VAT (law dated 31 12 92). In case of deterioration of the solvency or the financial situation of the buyer, we may, at our option, either cancel the order, require payment in advance or even require additional guarantees.

In the event of non-payment or late payment, the seller may cancel the sale by right and without warning by sending a simple registered letter. The non-payment of an invoice by the due date renders right the balance owing on all other bills. Discount for cash payment: prepayment compared to contractual maturity date can be subject to a discount rate and conditions are specified by a written commercial agreement, validated by both parties, when the order is received. This rate is reviewable by our care at any time.

4.2 In any case we reserve the right, at any time, even running a market or an order, to require a guarantee approved by us to the proper performance commitments of the client and/or the payment cash on delivery or in previously. The refusal or inability for the purchaser to comply allows us to cancel in whole or in part the order or the market, or suspend delivery, being specified that the payment of the same non-delivered goods remains payable, each production is specific to each command. For the same reason, any goods ordered and, because of the client, not delivered, remains due by the purchaser at the due date (maturity date).

## 5- TERMINATION

If appropriate, we may at our option, see the cancellation of the sale of right to exclusive purchaser wrongs on simple registered letter that we can send him whatever partial same breach and or obligation that the purchaser gets towards us, in case of reorganization or liquidation of the purchaser.

## 6- COMPETENCE

Upon convention the Tribunal of Commerce of Lisieux (France) has sole jurisdiction for any dispute, even in the case of plurality of defendant or call-in warranty, whatever the place of delivery or processing of the goods; except substitution of the European Court if the case requires it after consultations of the parts involved. The various modes of shipments or payments bring no novation no derogation to this jurisdiction clause unless over clauses overstated. Excluding the so-called substitution overstated French law (Vienna Convention) remains applicable on contracts for the international sale of goods. Outside the jurisdiction of the European Court, the language of the proceedings is French.

### CLAUSE DE RESERVE DE PROPRIETE (loi 85-98 du 25 janvier 1985)

The property in the goods is reserved until full payment of the price. The client who will be the holder of the fact of delivery cannot dispose in any way before the complete payment of the price. It is however specified that, notwithstanding the reservation of title, the buyer shall bear the burden of the risks in case of loss or destruction occurred between the delivery of the goods and the full payment of the price and it will subscribe for this purpose and at its own expense all necessary assurances. Absence of regulation, total or partial, the claim of the goods will take place for our benefit, without delay and without any particular formalities. We reserve the right the possibility not to pursue the claim of the goods itself, but to pursue the settlement of amounts due in addition to interest, penalties.

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