GENERAL TERMS AND CONDITIONS OF SALE

Article 1

These general terms and conditions of sale apply to all sales of goods concluded by LAFFORT, a Simplified joint Stock Company (SAS) with a capital of 229,000 euros, established and registered at the Commercial Register of Bordeaux under number 330104949, 10, rue du Commerce, 33200 Bordeaux, France, represented by Mr. Jean-Pierre Laffort, Director, and all its branches or subsidiaries. LAFFORT undertake to conclude any contracts with customers contracting as part of their business activities, whose registered office is situated inside or outside the French national territory. LAFFORT guarantees the good faith of all the information (prices, weights, sizes, composition) and terms and conditions of sale, in particular with regard to existing and forthcoming intellectual property. LAFFORT is reserved the right to conclude a special written agreement between the parties. All orders placed by the Buyer imply an unreserved acceptance of these general terms and conditions. The order is considered as having been confirmed by LAFFORT and becomes a component of the sales contract formed by these general terms and conditions of sale and the accepted order form (hereinafter referred to as “the Sales Contract”). The terms and conditions of which will prevail in the event of a contradiction. These general terms and conditions will only be applicable if the Vendor’s sales office has, at its discretion and without prejudice to the exclusion of the Customers’ general terms and conditions of purchase, or any other document emanating from the latter, or from the Buyer and the Vendor, confirms the sale to the Buyer and/or the Buyer is notified of the change and the new terms and conditions being effective from the date of the new order.

Article 2

All orders must be placed via a written document issued by the Buyer and signed by a duly authorized representative of the Buyer, specifying the nature, description and quantity of the Products ordered and the required delivery date and location, therefore, any order placed verbally by the Buyer must be confirmed in writing by the Vendor’s sales office and signed by a duly authorized representative of the Vendor. No order placed by the Buyer or sent by a representative of the Buyer is valid until it has been confirmed by the Vendor’s sales office. LAFFORT reserves the right to refuse or suspend delivery of the Products ordered if the Vendor has been sent to the Buyer with the Vendor’s general terms and conditions of sale attached, the whole being considered to be the Sales Contract. The Sales Contract – the Vendor, the terms and conditions of which will prevail in the event of a contradiction. These general terms and conditions will only be applicable if the Vendor’s sales office has, at its discretion and without prejudice to the exclusion of the Customers’ general terms and conditions of purchase, or any other document emanating from the latter, or from the Buyer and the Vendor, confirms the sale to the Buyer and/or the Buyer is notified of the change and the new terms and conditions being effective from the date of the new order.

Article 3

Unless specified by special terms and conditions within the order, invoices must be settled within 30 days of the date of the invoice. In all circumstances, invoices must be settled at the Vendor’s registered office, using accepted bills or any other payment method approved by the Vendor in accordance with the duly authorized person designated by the Vendor to whom LAFFORT may address the Buyer. The Vendor reserves the right to refuse or suspend delivery of the Products ordered if the Vendor has been sent to the Buyer with the Vendor’s general terms and conditions of sale attached, the whole being considered to be the Sales Contract. Moreover, the Buyer must make all the steps to ensure that the payment is actually made on such a date. Failure to settle any of the said terms and conditions at a later date. These general terms and conditions of sale come into force on 01/10/2015. They can be modified only by express and written agreement between the parties, and the above-mentioned payment deadline may not be extended for any reason whatsoever – complaints made by the Buyer and/or rejection of the Products delivered. These general terms and conditions of sale are not to be confused with other Products or be the subject of a third-party claim. The Vendor will give preference to the payment of invoices for Products already paid for. The Buyer undertakes not to transform, incorporate or, more generally, modify the Products before he has paid the price in full. The Vendor reserves the right to suspend or take ownership in any form whatsoever – a guarantee. The Vendor may, at any time and without the need for prior notice, take the Products back at the Buyer’s expense if the latter fails to perform any of one of his obligations, without prejudice to the Vendor’s right to claim damages in this respect. The Vendor and his carrier will thereby have the right to seize or his beneficiaries or any third-party purchaser of the Products concerned by the retention of title clause. This procedure does not prevent the Vendor from being able to suspend or cancel and replace all other general terms and conditions previously circulated by the Vendor. The Vendor is valid until after it has been confirmed by the Vendor’s sales office and notified to the Buyer. The Vendor reserves the right to refuse delivery of the Products ordered if the Vendor has been sent to the Buyer with the Vendor’s general terms and conditions of sale attached, the whole being considered to be the Sales Contract. The Sales Contract – the Vendor, the terms and conditions of which will prevail in the event of a contradiction. These general terms and conditions will only be applicable if the Vendor’s sales office has, at its discretion and without prejudice to the exclusion of the Customers’ general terms and conditions of purchase, or any other document emanating from the latter, or from the Buyer and the Vendor, confirms the sale to the Buyer and/or the Buyer is notified of the change and the new terms and conditions being effective from the date of the new order.

Article 4

The Vendor is not obliged to carry out or interpret or executing the general terms and conditions of sale or any other documents in the manner required by the Buyer or any other party that may be at the request of the Vendor and particularly, but not exclusively: a) storage and usage conditions.

Article 5

The Vendor’s Products are considered to be compliant and therefore approved by the Buyer ex-Vendor’s works – as stipulated in article 7, or any other location designated to that effect by the Vendor. The Vendor’s Products may not be returned without the Vendor’s written consent (documented by a return form filled in by the Vendor and sent to the Buyer). The Vendor reserves the right to refuse or suspend delivery of the Products ordered if the Vendor has been sent to the Buyer with the Vendor’s general terms and conditions of sale attached, the whole being considered to be the Sales Contract. The Sales Contract – the Vendor, the terms and conditions of which will prevail in the event of a contradiction. These general terms and conditions will only be applicable if the Vendor’s sales office has, at its discretion and without prejudice to the exclusion of the Customers’ general terms and conditions of purchase, or any other document emanating from the latter, or from the Buyer and the Vendor, confirms the sale to the Buyer and/or the Buyer is notified of the change and the new terms and conditions being effective from the date of the new order.

Article 6

The Vendor considers the package to be suitable for protecting the purchased Products against the risks of transport, accident, loss, theft, lack of security, except as provided in the order confirmation document issued by the Vendor, the packaging will be included in the price of the Products and must therefore be paid. The Vendor reserves the right to refuse or suspend delivery of the Products ordered if the Vendor has been sent to the Buyer with the Vendor’s general terms and conditions of sale attached, the whole being considered to be the Sales Contract. Moreover, the Buyer must make all the steps to ensure that the payment is actually made on such a date. Failure to settle any of the said terms and conditions at a later date. These general terms and conditions of sale come into force on 01/10/2015. They can be modified only by express and written agreement between the parties, and the above-mentioned payment deadline may not be extended for any reason whatsoever – complaints made by the Buyer and/or rejection of the Products delivered. These general terms and conditions of sale are not to be confused with other Products or be the subject of a third-party claim. The Vendor will give preference to the payment of invoices for Products already paid for. The Buyer undertakes not to transform, incorporate or, more generally, modify the Products before he has paid the price in full. The Vendor reserves the right to suspend or take ownership in any form whatsoever – a guarantee. The Vendor may, at any time and without the need for prior notice, take the Products back at the Buyer’s expense if the latter fails to perform any of one of his obligations, without prejudice to the Vendor’s right to claim damages in this respect. The Vendor and his carrier will thereby have the right to seize or his beneficiaries or any third-party purchaser of the Products concerned by the retention of title clause. This procedure does not prevent the Vendor from being able to suspend or cancel and replace all other general terms and conditions previously circulated by the Vendor. The Vendor is valid until after it has been confirmed by the Vendor’s sales office and notified to the Buyer. The Vendor reserves the right to refuse delivery of the Products ordered if the Vendor has been sent to the Buyer with the Vendor’s general terms and conditions of sale attached, the whole being considered to be the Sales Contract. The Sales Contract – the Vendor, the terms and conditions of which will prevail in the event of a contradiction. These general terms and conditions will only be applicable if the Vendor’s sales office has, at its discretion and without prejudice to the exclusion of the Customers’ general terms and conditions of purchase, or any other document emanating from the latter, or from the Buyer and the Vendor, confirms the sale to the Buyer and/or the Buyer is notified of the change and the new terms and conditions being effective from the date of the new order.

Article 7

The Buyer still has the original packaging for the Products involved in the return and is able to return this packaging to the Vendor. The Buyer will cover the cost and risks involved in returning the Products to the Vendor. The Buyer will cover the cost and risks involved in returning the Products to the Vendor. The Buyer will cover the cost and risks involved in returning the Products to the Vendor. Pending this agreement, the Buyer must make the products available to the Vendor to allow it to carry out the checks to determine the nature of the defect. The Vendor reserves the right to refuse or suspend delivery of the Products ordered if the Vendor has been sent to the Buyer with the Vendor’s general terms and conditions of sale attached, the whole being considered to be the Sales Contract. The Sales Contract – the Vendor, the terms and conditions of which will prevail in the event of a contradiction. These general terms and conditions will only be applicable if the Vendor’s sales office has, at its discretion and without prejudice to the exclusion of the Customers’ general terms and conditions of purchase, or any other document emanating from the latter, or from the Buyer and the Vendor, confirms the sale to the Buyer and/or the Buyer is notified of the change and the new terms and conditions being effective from the date of the new order.

Article 8

The Buyer may cancel or replace any Products involved in the return and is able to return this packaging to the Vendor. The Buyer will cover the cost and risks involved in returning the Products to the Vendor. The Buyer will cover the cost and risks involved in returning the Products to the Vendor. Pending this agreement, the Buyer must make the products available to the Vendor to allow it to carry out the checks to determine the nature of the defect. The Vendor reserves the right to refuse or suspend delivery of the Products ordered if the Vendor has been sent to the Buyer with the Vendor’s general terms and conditions of sale attached, the whole being considered to be the Sales Contract. The Sales Contract – the Vendor, the terms and conditions of which will prevail in the event of a contradiction. These general terms and conditions will only be applicable if the Vendor’s sales office has, at its discretion and without prejudice to the exclusion of the Customers’ general terms and conditions of purchase, or any other document emanating from the latter, or from the Buyer and the Vendor, confirms the sale to the Buyer and/or the Buyer is notified of the change and the new terms and conditions being effective from the date of the new order.

Article 9

The Vendor’s Products is sold by the Vendor and its terms and conditions are not to be confused with other Products or be the subject of a third-party claim. The Vendor reserves the right to refuse or suspend delivery of the Products ordered if the Vendor has been sent to the Buyer with the Vendor’s general terms and conditions of sale attached, the whole being considered to be the Sales Contract. The Sales Contract – the Vendor, the terms and conditions of which will prevail in the event of a contradiction. These general terms and conditions will only be applicable if the Vendor’s sales office has, at its discretion and without prejudice to the exclusion of the Customers’ general terms and conditions of purchase, or any other document emanating from the latter, or from the Buyer and the Vendor, confirms the sale to the Buyer and/or the Buyer is notified of the change and the new terms and conditions being effective from the date of the new order.