

## SCOPE

These general terms and conditions of sale ("GTCS") apply to all sales, all offers for sale of CDL SAS products and all orders sent to CDL SAS by a customer ("Customer").

The Customer acknowledges that it is fully and wholly conversant with the provisions of these GTCS. Therefore, by sending its order to CDL SAS, the Customer is deemed to accept fully and unconditionally CDL SAS's GTCS and Price List, this being an essential and determining condition of the contract.

These GTCS will prevail over any contrary clauses or terms that CDL SAS has not expressly agreed to sign.

The fact that CDL SAS does not enforce the GTCS, in whole or in part, at any time and for any reason whatsoever cannot be construed as a waiver of its right subsequently to enforce any one of these GTCS.

Furthermore, CDL SAS reserves the right to refuse to conclude a sale or to conclude the sale under conditions that depart from the GTCS, in particular in the event of a previous payment incident, previous dispute, Customer insolvency, order from a Customer subject to insolvency proceedings or request made in bad faith.

## ARTICLE 1 - PRODUCTS

The characteristics of the products sold by CDL SAS are described in the data sheets for each product, which are available at the Customer's request. CDL SAS will be free to add products to its range at any time. If CDL SAS modifies or stops selling certain products, it will give its customers eight weeks' advance notice thereof.

## ARTICLE 2 - ORDERS

Orders received by CDL SAS will only be considered to have been accepted by CDL SAS once it has given its written agreement, which may take the form of confirmation of handover in the case of incoterm "EXW" or confirmation of date of delivery "free at destination" depending on the incoterm specified on the Customer's order.

As regards orders placed by telephone, the Customer will confirm any such orders in writing to CDL SAS (fax or email) within a maximum period of 72 hours of the order being placed by telephone. In the absence of written confirmation, the Customer's order will not be processed by CDL SAS.

No order may be amended or rewritten or cancelled without CDL SAS's prior, express and written consent. In any event, no order may be cancelled or amended after the products have shipped.

## ARTICLE 3 - DELIVERY

Delivery terms are stated with reference to the INCOTERMS 2010.

In the case of incoterm "EXW", i.e. where the products ordered are made available at CDL SAS's warehouses, the risk in the goods sold will pass as soon as the products are handed over to the Customer or to any person designated by the latter.

In other cases, delivery dates are stated for illustrative purposes in the delivery confirmations and will be observed in accordance with product availability, order arrival, transport availability and provided that the Customer is compliant with its obligations towards CDL SAS. It is the Customer's duty to check the condition of the products at the time when they are made available or delivered according to the logistical terms agreed.

In the event of missing items or damage, a complaint will only be considered admissible by CDL SAS if all of the following conditions have been met by the Customer:

- the reservations or complaints are precise, substantiated and specifically mentioned on the handover note or the carrier's delivery note;
- these reservations or complaints have been confirmed to the carrier by registered letter with acknowledgement of receipt within three days of delivery in accordance with Article L. 133-3 of the French Commercial Code;
- confirmation of these reservations or complaints must be sent to CDL SAS within no more than eight days of the products being made available or delivered.

CDL SAS will have a reasonable period in which to examine the Customer's reservations or complaints. Where necessary, CDL reserves the right to go to the Customer's premises to inspect the condition of the products. No complaints may be accepted subsequently. No goods may be returned to CDL SAS without its prior, express and written agreement. Product returns expressly accepted by CDL SAS will be carried out at the Customer's expense and risk. If CDL SAS accepts the reservation or complaint, it will, at its choice, either issue a credit note to the value of the products to which the reservation or complaint relates or replace the products concerned, excluding any damages. The Customer is solely responsible for any damage caused to the products as a result of their being stored under unsuitable conditions, in particular, damp conditions.

## ARTICLE 4 - PRICE - PAYMENT

The price payable is the price in force on the day of the order and, unless specified otherwise in writing, will be stated exclusive of VAT and of delivery charges and insurance costs. CDL SAS's invoices are payable by bank transfer within 30 days end of month for Customers located in France and must be sent to the following address: Société CDL SAS Rue Pierre-Clugnet - B.P.1 1 - Z.I. Sainte-Anne - 56350 Allaire, FRANCE.

For Customers located in any other country, the payment terms will be those agreed between the Parties at the time of the order.

No discount for early payment will be granted without CDL SAS's prior written consent.

If any one invoice is not paid on its due date, all other invoices not outstanding will become automatically and immediately payable. In the event of late payment, late penalties will automatically be applied to the sums owed, without the need for prior demand for payment, at a rate corresponding to three times the statutory rate of interest in force plus two points. In addition, the Customer will reimburse all debt recovery costs incurred by CDL SAS. Furthermore, if the late payment has not been remedied within fifteen (15) days of receiving the Customer's demand for payment, CDL SAS will be entitled either to suspend the orders in progress or to cancel all orders in progress.

## ARTICLE 5 - RETENTION OF TITLE

**CDL SAS WILL RETAIN TITLE IN THE PRODUCTS SOLD UNTIL FULL PAYMENT IS MADE OF THE PURCHASE PRICE, INCLUDING PRINCIPAL SUM, COSTS AND INTEREST.**

Payment means the crediting of all of the aforementioned sums into CDL SAS's bank account.

The Customer must keep the products in their current condition and ensure that they are separately identifiable until full payment of the purchase price is made and must take all protective measures to make known CDL SAS's title in the products in the event of seizure or third party claim. In the event of non-payment of any sum on its due date, CDL SAS may exercise its property right within a period of five days after sending the Customer a payment demand which the latter has ignored in whole or in part. In this case, the products must be returned to CDL SAS at its request and at the Customer's expense and risk, without prejudice to CDL SAS's right to exercise any other rights that it might enjoy. Where necessary, the costs of legal proceedings will be borne by the Customer. When the Customer returns the products, the sale will be automatically cancelled.

Within the framework of the activities that it carries out, the Customer may resell the delivered products before full payment is made. In this case, the Customer undertakes to inform its buyers that the resold products are subject to a retention of title clause and that CDL SAS has the right to claim title in the products or all or part of the price of the products and the corresponding VAT which remain unpaid either against the Customer or against any person having indirectly acquired the products, at the Customer's expense. In the event that the products have been resold before full payment is made to CDL SAS, the Customer is deemed to have assigned the claims arising from such resales to CDL SAS. The Customer will, on request, send CDL SAS the names and contact details of the third parties to which it has resold the products.

With effect from the time when they are made available or delivered, the products will be in the Customer's safekeeping and the Customer must bear all risks that the products might suffer or cause for whatever reason and will, for the seller's benefit, take out insurance covering these risks including CDL SAS as beneficiary of that insurance, with effect from the products being made available or delivered. The fixed sum for recovery costs owed to the creditor, in addition to late payment penalties, in the event of late payment [sic].

Decree no. 2012-1115 of 2 October 2012 provides that this fixed sum for recovery costs is EUR 40.

If the sum of recovery costs incurred by the creditor is greater than EUR 40, it may ask the debtor to pay these in the form of compensation but must, in this case, furnish proof of the additional costs actually incurred in recovering the sums in question.

#### **ARTICLE 6 - COMPLAINTS**

Any complaint in relation to problems observed during the use of products must be notified to CDL SAS by registered letter with acknowledgement of receipt at the earliest opportunity and within no more than three months of the products being received by the Customer. The basis for the Customer's complaint must be described precisely and substantiated. After this period has ended, no complaint will be allowed by CDL SAS. The Customer agrees to store products under optimum storage conditions and, in particular, in a dry place. Upon receiving the Customer's complaint,

CDL SAS will have a reasonable period in which to examine it. No goods may be returned to CDL SAS without its prior, express and written agreement. Product returns expressly accepted by CDL SAS will be carried out at the Customer's expense and risk. If CDL SAS accepts the complaint, it will, at its choice, either issue a credit note to the value of the products to which the complaint relates or replace the products concerned, excluding any damages.

#### **ARTICLE 7 - FORCE MAJEURE**

Sales will be automatically suspended in the case of a force majeure event or act of God capable of preventing the performance of those sales. By "force majeure event" is meant any event that is unforeseeable or unavoidable or outside of the control of CDL SAS.

#### **ARTICLE 8 - EXCLUSION OF LIABILITY**

The Customer agrees to indemnify and hold CDL SAS harmless from any liability in relation to any complaint, cost or damage resulting from any irregular, unsuitable or incorrect use of the products, from negligence, from any breach of the GTCS or from any fault on the Customer's part, including, without limitation, the storage of products under conditions other than those specified, the use of products under conditions or for purposes other than those for which the products were designed or the use [sic].

CDL SAS cannot under any circumstances be held liable for direct or indirect damage whatsoever resulting from the delivery, sale or use of the products, such as loss of profit, loss of earnings, loss of enjoyment, increased costs and expenses, including charges, market shares or the payment of damages of any kind whatsoever.

#### **ARTICLE 9 - JURISDICTION**

**ALL DISPUTES RELATED TO THE CONCLUSION, PERFORMANCE OR TERMINATION OF THIS CONTRACT OR SUBSEQUENT CONTRACTS OF SALE WILL BE REFERRED TO THE EXCLUSIVE JURISDICTION OF THE VANNES COMMERCIAL COURT, WHICH WILL ALONE HAVE JURISDICTION EVEN IN THE CASE OF URGENT PROCEEDINGS, THIRD PARTY NOTICE OR WHERE MORE THAN ONE PROCEEDING OR PARTY IS INVOLVED.**

#### **ARTICLE 10 - GOVERNING LAW AND LANGUAGE OF CONTRACTS**

All sales concluded by CDL SAS are governed by French domestic law. The language applicable to the contractual relations established by CDL SAS in export matters is French.