

## INTERNATIONAL GENERAL TERMS AND CONDITIONS OF SALES

### Article 1 : General terms and conditions of sales

These General Terms and Conditions of Sales apply as of right to all products offered on sale by Société DV and Etablissements PITEL, hereinafter referred to as (the) Seller. No General Purchase Conditions can be imposed on the Seller without his express written acceptance.

### Article 2 : Completion of the sale

The sale is deemed to be concluded when Seller accepts the order.

The signature of the order form by the Customer implies acceptance of our General Terms and Conditions of Sales and of the sale itself.

Any order, to be taken into account, must be placed by phone or sent in writing by mail, fax or email to the Seller, signed by the Customer and bearing the company's official stamp.

The purchase order is required to include the billing and delivery addresses, the Buyer's name, the item codes, the order quantities per sales unit, the date of the order, the phone and fax numbers.

### Article 3 : Order

All orders are subject to Seller's acceptance, depending on stock availability. All first orders request an account opening at which an Identification Extract (of less than three months) is to be imperatively transmitted. An account application form is available from Seller's Sales Administration Department.

#### 1. Type of order

All first orders are called Introducing Orders. The following will be considered as Restocking Orders.

#### 2. Cancellation or modification of the order by the Customer

The Customer's order becomes legally binding upon its reception and upon acceptance by the Seller. The order may only be cancelled at the time of its confirmation.

#### 3. Cancellation or modification of the order by the Seller

Seller reserves the right to modify the order placed, even if definitively accepted, upon the occurrence of an event of force majeure or of economic events. In any case, this modification shall not incur a discount, allowance or rebate on the Customer's order.

### Article 4 : Price

#### 1. Pricing

The price of order is determinable. This is determined based upon

Seller's applicable tariffs, on the day the order is delivered to the Customer.

Depending on the delivery method and the INCOTERM chosen:

**(EXW)** Buyer arranges and pays for shipping. He shall bear all the export and import formalities and costs. Charges and

taxes related to these two operations shall also be borne by the Buyer.

Storage fees may be charged to the Buyer if the goods are not collected within the time-limit set by the Seller. These costs are fixed at 150 € (excluding taxes) for each month of delay and for each 120 cm x 80 cm pallet.

**(FCA)** Seller is called upon to deliver the goods to a carrier appointed and paid by the Buyer. For all orders exceeding 400,00 € (excluding taxes), Seller grants a free of charge delivery if it performs in France. If not, Seller charges shipping fees for 45 € (excluding taxes).

For any order of custom products, Seller will send a specific pricelist to the Buyer.

## 2. Statement and settlement

As these General Terms and Conditions of Sales are subject to French laws, the invoice states the particulars referred to in articles L 441-3, L 441- 4 et L 441-5 of the French Commercial Code. Seller shall prepare an invoice issued to the Buyer, at the latest 30 days after the invoicing date. For invoices payable at maturity date, a 1 % discount shall be granted once upon Customer pays within 8 days of receipt of the invoice.

Settlement can be done by check made payable to Société DV or by bank transfer at the company's headquarters.

## 3. In case of delay or outstanding payment

As these General Terms and Conditions of Sales are subject to French laws, in case of delay or outstanding payment, Seller may refuse to take further orders into account or cancel orders in progress.

Any due balance may be subject to late payment penalty. Pursuant to article 53-II of NRE Decree (New Economic Regulations), the penalty is equal to available rate applied by the BCE (Banque Centrale Européenne) increased by 10 points.

Pursuant to article L. 441-6 of the French Commercial Code, any payment incident or delay may result, in addition, in a lump sum of 40 € (excluding taxes) as refund fees.

Any incident or delay in a payment at the due date may lead to revision of the settlement terms.

### Article 5 : Delivery

#### 1. Terms of delivery

Customer can opt for INCOTERM:

#### EXW

Goods will be available at Seller's premises on a fixed date. Buyer shall bear the risks to the final destination.

#### FCA

Seller is called upon to deliver the goods to a Carrier appointed and paid by the Buyer. The transfer of risks passes to Buyer at this time. Buyer shall assume the carriage until its own premises, carry out the import formalities and pays associated duties and taxes.

#### 2. Delivery period

Delivery periods are subject to stock availability, except in case of force majeure (war, riot, fire, total or partial strike).

With regard to the delivery of the whole order, it is understood that "items to be delivered" are not concerned, it is expected

that in case of delivery delay over 30 days after the stated delivery date, Buyer can cancel the order without allowing any claims to indemnity of any kind whatsoever.

If one or more products are out of stock, Seller shall promptly notify Buyer and deliver available products as the order includes several ones. The matching invoice and settlement claim will be then separated. On request in writing by Buyer, Seller shall accept to wait for the availability of all ordered products before delivering them to the Buyer and thus avoid several deliveries.

### **3. Examination of goods**

The examination of goods by the Buyer shall be carried out upon the handover.

Unless otherwise specifically agreed, claims shall be asserted in writing to Société DV at the latest 8 days after the delivery. Once the deadline has expired, no claim will be considered. Written evidence (claim on delivery letter, delivery note duly signed by the Receiver as well as Société DV delivery note) shall be attached thereto.

Indication of the following particulars shall be mandatory: DV control strip removed and replaced, pallet damaged filming, wet, torn, ripped, crushed, folded cardboard, missing parcel, footprints, impact signs as a result of improper handling of the boxes by the Carrier, etc.

In case of damage or of missing products, Customer must write it on Carrier's delivery note and notify Carrier by registered letter within 48 hours. The phrase "subject to unpacking" has no legal value. Customer must then send a copy of his claim to Société DV. If these conditions are not met, no further appeal is allowed and the loss falls on Recipient.

### **4. Goods return policy**

All returns must be the subject of a formal agreement between Seller and Buyer. A Return Goods Authorization Number must be obtained from Seller's Sales Administration Department.

#### **Article 6 : Warranty**

The Seller will take the greatest possible care to the execution of the order and to the quality of the products. In case of defect recognized by the Seller, his obligation will be limited to replacement or refund of the defective quantities, without any other compensation.

Defects and damages resulting from storage, from a handling, from a transport or from a use in abnormal or not corresponding conditions with the nature, the prescriptions, the capacity in the use of the product are excluded from the warranty.

Moreover, Seller guarantees the quality of the packaging, the labeling, external cardboard and the intrinsic quality of the products from his warehouse. He could not, in any way, guarantee or be made responsible for the intrinsic quality of products in direct delivery from his suppliers.

#### **Article 7 : Retention of title**

##### **1. Physical ownership**

The sold goods remain the property of Seller up to complete payment. However full risks of the goods will pass to Buyer or to Carrier once the physical delivery of the products is done. In the event of a delay or incident in payment, Seller

may stop the delivery without incidence on the transfer of the risks.

### **2. Intellectual property**

The sale of products in no case results in a transfer of reproduction, representation, and exploitation rights or any other tangible rights relating to these products. Buyer is therefore forbidden from producing, reproducing, authorizing the reproduction, even partially, of the products whatever the means used. Failure to respect these conditions could lead to cancellation of the order, notwithstanding the right to sue prosecutions.

#### **Article 8 : Dissolution of the sale**

In the event of non payment, in 48 hours elapse after notice has been provided without any result, the sale shall automatically be cancelled should the Vendor deem fit to do so, who may request summary proceedings, entailing the return of the products, without affecting any other claims for compensation. The maturity of the sums due for other deliveries or for any other reason shall be accelerated the Seller does not elect to rescind the covering orders.

#### **Article 9 : Attribution of jurisdiction**

Any dispute, no matter its nature, is subjected to the French law and French jurisdictions, and particularly the Tribunal de Commerce of Nantes (Commercial Court). This clause applies even in the case of incident claims, introduction of third parties, plurality of defendants, notwithstanding any clause to the contrary.

**Done at Vertou on the 1st day of January 2019**