

## TERMS AND CONDITIONS OF SALE

### Article n° 1: General provisions

Any order implies full and unreserved acceptance by the buyer and their full and unreserved consent to these general terms of sale, which shall prevail over any other document of the buyer, including over any general terms of purchase, unless otherwise agreed to in writing and formally by our company.

### Article n° 2: Closing of the sale

The sale is entered into when the received order is confirmed by us or when we send the goods and the invoice.  
The minimum order amount is 400 euros before taxes whatever the product.  
For any order under that amount, a fixed price shall be applied.

### Article n° 3: Change in order

No change in, or termination of, an order requested by the buyer may be taken into account unless it is received in writing before the products are shipped.  
If the seller does not accept the change of termination, paid down payments shall not be returned.

### Article n° 4: Price

Unless the parties agree otherwise, the prices of the goods sold shall be the prices applicable on the order date. They are designated in euros and calculated before taxes. As a result, they shall be increased by the VAT rate and by carriage costs possibly applicable on the order date.  
The seller reserves the right to change its prices at any time. However it agrees to charge the ordered goods at the price specified upon the confirmation of the order.

### Article n° 5: Discount

No discount will be granted in the event of early payment.

### Article n° 6: Payment terms

The settlement of the orders should be made by cheque, draft, promissory note or bank transfer.  
Unless otherwise specified all our invoices are payable on thirty (30) day end of month terms.

### Article n° 7: Late payment

Any invoice unpaid on term shall bear interests automatically and with no prior injunction, at an annual rate equal to three times the legal interest rate, calculated in monthly amounts. Such late payment penalties shall be payable on the day following the settlement date appearing on the invoice.  
In addition in the event of any late payment the buyer shall owe automatically fixed compensation to cover collection costs, in an amount of 40 €. The seller reserves the right to cancel or refuse any order from a client with which there is a dispute relating to the payment of a previous order.

### Article n° 8: Title reservation clause

In accordance with legal provisions, the transfer of the title of the delivered goods does not take place before the full payment of the price of the said goods. On that matter, shall not constitute payments for the purpose of this clause, the remittance of drafts or any instrument creating a duty to pay.  
However, the risks are transferred to the client, upon the goods being provided to it, to one of its representatives or to the carrier.  
The buyer cannot pledge or transfer as security the ownership of the goods delivered.  
As a result, should the buyer be the subject of court reorganisation or liquidation proceedings, the seller reserves the right to claim, in the framework of the collective proceedings, the goods sold and unpaid.  
In the event of any failure to pay any part of the price on term, the seller may require by right and without any formality the return of the thing at the cost and at the risks of the buyer.

### Article n° 9: Delivery

The delivery is made in accordance with the order, either by personal delivery of the product to the buyer or by simple notice of availability, or by delivery to a carrier or a sender on the premises of the seller.

### Article n°10: Delivery time – Carriage

#### 10.1 Delivery terms

Delivery terms are given for informational purposes, and are not binding on us. As a result no reasonable delay in the delivery of the products will result in the awarding to the buyer of damages and/or to the cancellation of the order.  
The penalty clauses appearing in the business documents of our clients are not binding on us.  
Unless the parties agree otherwise, deliveries are made EXW WORKS (Incoterm ICC 210). Transfer of risks for products sold by our company takes place in accordance with the Incoterm agreed.

#### 10.2 Transport

The buyer agrees not to grant discharge to the carrier before making sure the goods are complete and in perfect condition.  
The client is responsible, in the event of damages to the delivered goods or missing products, to make all necessary reserves with the carrier. Any product that is not the subject of reserves sent by registered mail with receipt confirmation within 3 days after receipt, to the carrier, in accordance with article L133-3 of the business code, a copy of which should be sent simultaneously to our company shall be considered as accepted by the client.  
The buyer shall be responsible for providing all supporting documents as to the reality of the defective or missing products.

### 10.3 Return

No goods may be returned by the client without the prior, formal agreement of our company, secured inter alia by fax or electronic mail. Return costs shall be borne by our company only if an apparent defect or missing products are acknowledged by our company or its representative.  
Only the carrier chosen by our company is allowed to carry out the return of the respective products.  
When after checking, an apparent defect or missing product is indeed acknowledged by our company or its representative, the client may not ask our company anything further than the replacement of the non compliant items and/or the complement to be added to make up for the missing goods, at the cost of the company, without the client claiming any compensation or the termination of the order.

### Article n° 11: Catalogue and documents

The pictures and texts appearing in our catalogues, leaflets and other business documents or appended to the offers are for informational purposes only, and are not contractually binding.

### Article n° 12: OWNERSHIP AND RIGHTS

**12.1** The buyer agrees to comply with all intellectual property rights, the know-how and business secrets of SOCOMORE, and generally any other right held by SOCOMORE.  
**12.2** The buyer holds no right of intellectual property relating to the Products of SOCOMORE.  
The buyer may not, in any case and for any reason, change the intellectual property rights or the brands pertaining to the Products, no seek or secure any legal protection for any item of any kind in connection with the Products.  
**12.3** The buyer agrees to stop using the intellectual property rights, the know-how and the business secrets pertaining to the Products of SOCOMORE upon the end of the contract or of the business relationship with SOCOMORE and at any time, even during the contract or the business relationship with SOCOMORE, on the request of SOCOMORE if the latter deems that they can affect the intellectual property rights or other rights of third parties.

### Article n° 13: FORCE MAJEURE EVENT

The seller shall not be responsible for any failure to delivery or late performance of the sale when such a failure or late delivery results from a force majeure event in the meaning of article 1148 of the Civil Code. In the same way, strikes, lock outs, manufacturing accidents and carrier failures, frost, fire, storms, floods, epidemics, supply shortages, shall constitute a force majeure event by contract. Should the thus created situation prevail for three months, the seller may terminate the sale, with no compensation, subject to advising the buyer by registered mail. The full or partial discontinuation of the usual raw material and energy supply sources that are necessary for the performance of the manufacturing programmes shall constitute a force majeure event by contract, and deliveries shall be reduced according to raw material and energy availability, and the buyer informed promptly.

### Article n°14: Warranty

Unless otherwise provided in writing, our products are sold without guarantee.  
The buyer is entitled, in accordance with the law, to the provisions of the legal warranty for latent defects after the full payment of his order.

The buyer shall carry out all tests that seem necessary to him to allow him to make decisions as required, as to the use details specific to his needs and/or to those of his customers.  
In the event of the delivery of products not meeting the specifications of the order, SOCOMORE's liability shall be strictly limited to the duty to replace the defective goods, excluding any damages. Any claim should be made within 7 calendar days after receipt and in writing. For a claim on the non-compliance of a product to be admissible by SOCOMORE, the client shall provide SOCOMORE with the lot of disputed products.  
Our company shall not be held responsible should the use, handling, storage, or transport of the products sold cause the buyer or third parties any damage, whether it be people injuries, damage to property separate from the purpose of the contract or financial losses.  
In the framework of compliance with the provisions of EC Regulation 1907/2006 relating to the registration, assessment and authorisation of chemicals (referred to as REACH Regulation), the buyer shall be solely responsible for the consequences of a use of the products sold by SOCOMORE for purposes other than those indicated in the material safety data sheet (TDS) available on SOCOMORE website <http://www.socomore.com/>

### Article n° 15: Relevant court

Any dispute relating to the interpretation and performance of these general terms of sale shall be governed by the laws of France, formally excluding the Vienna Convention on Contracts for the International Sales of Goods as well as any law conflict rules or others leading to the application of any provisions other than French law.  
Failing an amicable settlement the dispute shall be brought before the Business Court of the registered address of our company which shall have sole jurisdiction whatever the nature, cause or connection of the dispute and whoever the special terms of the sale, even in the event of an impleader or of several defendants.

### Article n° 16: Divisibility clause

Should one or more provisions contained in these General Terms and Conditions of Sale be invalid, the validity of the rest of the provisions shall not be affected. Such invalid provisions shall be, under the terms of this document, deemed replaced by new valid provisions aimed at achieving the sale legal and economic purpose as far as possible.

### Article n° 17: Language

The general terms of sale are written in French. Should they be translated in one or more foreign languages, only the French text shall prevail in the event of any dispute.

CGV – MAJ – 14/02/2017

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