

GENERAL TERMS OF SALE**1. Exclusive Application.**

These General Terms of Sale ("GTS") apply to all sales of the seller. Conflicting or additional terms of sale and in particular, stipulations in Customer's purchase orders, shall be valid only if they have been expressly agreed in writing.

2. Orders.

Orders shall be deemed accepted and confirmed solely after the receipt by CUSTOMER of a Written Acknowledgment of Receipt of Order sent by seller for each order. The minimum order value is 500 euros (net of VAT) whatever the product. For orders less than this sum, A fixed price will be applied.

3. Modification.

Modifications or resolutions of an order required by CUSTOMER that are made in writing before the forwarding of the PRODUCTS shall be taken into account by seller. Should the seller not accept said modification or resolution, the corresponding instalments paid by CUSTOMER shall be restored only in value-goods.

4. Prices.

The prices applicable to any delivery are the prices applicable on the date of delivery, expressed in Euros. All prices are quoted as net prices and do not include value added tax, which is to be paid additionally by the Customer in the amount specified by applicable law. Unless otherwise expressly agreed, our prices are quoted ex works. The Customer shall bear all additional freight costs, packing costs in excess of standard packing, public fees and duties. The seller has the right to change its tariffs at any time.

5. Discount

No discount will be granted in cases of prepayment.

6. Payment.

The PAYMENT of orders is made by cheque, bank transfer, promissory note or recovered bill of exchange. Unless special conditions stipulated on the order, all invoices are payable thirty (30) days after the date of delivery. Payment shall be considered to have been made on the day the payable sum is received. Bills of exchange and cheques shall not be deemed paid until after they have been honoured and will be accepted without any obligation to make timely presentation and timely protest.

7. Payment - Penalty

Any sum (inclusive of VAT) remaining unpaid at the due date will engender fixed penalties to be paid by the buyer at the legal rate of interest multiplied by three (3). These penalties are due and will be automatically invoiced to the customer without prior formal notice.

In addition, in case of late payment, the Purchaser is legally obliged to pay a fixed compensation of an amount of € 40.

The seller reserves the right to cancel or to refuse any order from a customer with whom there is a dispute over payment of a previous order.

8. Retention of ownership

The goods listed and described on the reverse of the present terms shall remain the property of the seller until full payment of their price by the client, notwithstanding the acceptance of any commercial bills. The client is prohibited from disposing of the goods in any manner until this term has been met. The goods must meanwhile remain individualised in the client's warehouses or shops. Risks of loss or destruction shall be borne by the client.

9. Delivery

The delivery will be in conformity with the order, either by direct delivery of the product to the purchaser, either by simple notice of release, or by the collection of the goods by a shipper or a carrier from the seller's premises.

10. Date of delivery - Transport**10.1 Date of delivery**

The delivery times stated in the acknowledgements of receipt of orders are given by way of indication. Any delays do not therefore justify cancellation of the order nor do they give rise to any payment, indemnity or application of late penalties.

Unless otherwise expressly agreed, our products always travel at the client's risk and peril; it is the client's responsibility to check the products when they are received and to immediately report any useful reservations to the carrier, under the terms of current legislation. The obligation therefore devolves on the customer to make the official reports in case of leakage, damage, breakage or damage to the packaging observed on arrival and to make a claim against the carrier if he considers it useful.

Deliveries will be quoted exworks. The transfer of risks on the goods sold by our company shall be effective from signature of the carrier for collection of the goods.

10.2 Transport

The buyer undertakes to not take delivery of the goods from the carrier without having ensured that the goods are in proper order and complete.

It is the client's responsibility to check the products when they are received and to immediately report any useful reservations to the carrier, under the terms of current legislation. Any goods that do not figure on reservations sent by registered post with acknowledgement of receipt within three working days, conform to the article L133-3 of the commercial code, will be considered as accepted by the buyer.

It devolves on the buyer to justify the reality of the non conformity of the goods received from the carrier.

10.3 Returns

No return of any goods shall be undertaken without the prior written consent of the seller, obtained by fax or email.

The costs incurred by the return of the goods will only be at the charge of the seller in the case that the non conformity has been proven by the buyer and accepted by the seller or the seller's agent

Only a carrier chosen by the seller may undertake to return the non-conform goods.

In the case that a non conformity is validated by the seller or the seller's agent, the buyer shall only request that the seller replaces the non conform article. In the case of an incomplete delivery the buyer shall only request that the seller completes the delivery at the seller's cost. The buyer shall not request any compensation or cancel the order in any case.

11. Catalogue and documents.

All photos, texts contained in our catalogues, brochures and other documents, or joined to tenders are purely informative and do not constitute a commitment, unless otherwise agreed in writing.

12. Industrial Property and rights.

12.1 The Buyer shall respect all of Babb CO's intellectual property, knowhow, and trade secret rights, and in general all other rights due to Babb CO.

12.2 The Buyer is conferred no rights in terms of intellectual property relative to Babb CO products. The Buyer shall in no case and for no reason whatever modify the intellectual property rights or the trademarks relating to the Products, neither shall the Buyer solicit or obtain legal protection for any element of any type whatsoever linked to the Products.

12.3 The Buyer agrees to discontinue the utilisation of intellectual property, knowhow, and trade secret rights relative to Babb CO Products at termination of the contract or of the commercial relations linking the Buyer to Babb CO and at any time, even while under contract with, or in commercial relations with BABB CO, at Babb CO's behest if Babb CO considers that they could infringe the intellectual property or other rights of third parties.

13. Force Majeure.

Seller shall not be liable for any non-fulfilment of its obligations resulting from a force majeure event. For this purpose, "force majeure" shall mean an act of God, war, terrorism, lightning, fire, earthquake, storm, flood, explosion, unavailability or delay in availability of equipment, products, raw materials or transport, labour dispute and any other cause which is not within the control of the seller.

If the situation thus created should extend for more than three (3) months, the vendor may terminate the

sale, with no recourse against the vendor or any compensation.

The vendor shall inform the purchaser of any decision to terminate the sale in written by registered letter.

The total or partial stoppage of the habitual raw materials supplier sources will be contractually considered as a case of force majeure and deliveries will be reduced in proportion to the raw materials and/or energy available for the purpose of the manufacture.

In this case, the buyer shall be informed of any modification to delivery schedule in good time.

14. Warranty.

A part from stipulations to the contrary in writing, our products are sold without any warranty.

The purchaser is required to make the tests he considers necessary so that he may take all the required decisions as to the use details specific to his requirements and/or of his customers.

Our company cannot in any case be held responsible if the use, handling, storage or transport of the products sold were to cause any damage to the purchase, or to third parties, whether bodily accidents or damage to property apart from the subject of the contract, or financial losses.

Under the compliance with the provisions of Regulation (CE) 1907/2006 on the registration, evaluation and authorisation of chemicals (REACH Regulation), the buyer is solely responsible for the consequences of using products sold by the seller for uses other than those specified in the security data (FDS).

15. Governing Law.

These General Terms of Sale are governed by French law. Failing amicable settlement, any dispute arising from these General Terms of Sale is to be submitted only to the competent Commercial Courts of Versailles. The application of the UN Convention on the International Sale of Goods (Vienna, 1980) is expressly excluded.

16. Clause of divisibility.

If any stipulation of these general conditions of sale is declared not binding, this does not impede the binding of the other stipulations of these conditions. In case of nullification of one or more stipulations of these conditions, they will be replaced by new conditions that are as much as possible of similar legal and economic purport.

17. Authoritative version. The "General Terms of Sale" exist in French and English. In the event of contradictions, the French version is authoritative.

CGV - MAJ - 06/01/2015