

GENERAL TERMS AND CONDITIONS OF SALE

Introductory Article

The following terms, which first letter is Capital letter, are defined as follows:

Seller: BONTOUX SAS Company. Buyer: Every natural or legal person who orders or buy any Goods to the Seller. Parties: individual or collective designation of the Seller and the Buyer. Goods: Set of products and services offered or supplied by the Seller to the Buyer. Information: Set of commercial, financial, technical, and scientific information released by the Seller to the Buyer as part of the sale of Goods, such as technical specifications, formulas, specimen, methods and know-how.

Article 1: Purpose and Application Scope

All orders of Goods imply the full acceptance of the Buyer and its full and total support to the General Terms and Conditions hereby, which prevail upon every other Buyer's documents, such as its General Terms and Conditions for Purchase, unless otherwise agreed.

All orders suppose knowledge and full acceptance of the General Terms and Conditions hereby, without conditions, unless otherwise agreed.

Article 2: Intellectual Property

All technical documents delivered to the Buyer and Products ordered by him, which are or not covered by Intellectual Rights, remain the exclusive property of the Seller.

The Seller reserves the right to require that one or more technical document covering an Intellectual Right was returned to him.

In any cases, the Buyer shall not make any undue use of the technical documents that might violate the Intellectual or Industrial property of the Seller and commit himself not to disclose those documents to a third party.

The Buyer forbids himself to claim a Right to intellectual or industrial property about the Information that have been transmitted by the Seller, or about the inventions, know-how or technologies developed by the Seller.

Article 3: Order

The sale contract is complete after express and written acceptance from the Seller. After the Seller has confirmed the order, it presents an irrevocable nature, unless written acceptance from the seller.

Without a written agreement from the Seller, the minimum order is 1000 euros without taxes, of which 500 euros without taxes by product or the equivalent amount in the monetary currency as agreed.

Orders are accepted under the understanding that the Buyer is financially sound, and will settle any amounts on the due date.



The Seller reserves the right, before accepting any order, and even during implementation, to require from the Buyer the transmission of its accounting records, particularly its profit and loss accounts, that would permit to evaluate its solvency.

In case of a refusal by the Buyer to pay cash, without any sufficient financial guarantee proposed by the Buyer, the Seller could refuse to fulfill the order and deliver the Goods, without the Buyer being entitled to claim for compensation.

Article 4: Delivery

The delivery time mentioned in the order confirmation is indicative and the Seller will not be held responsible for the consequences due to a delay in delivery.

Delivery delays shall not give rise to any claim, neither for compensation or penalty nor for modify or cancel the order.

Unless other INCOTERM stipulated (version 2010 of the ICC codification) in the order confirmation and duly accepted by the Seller, products are delivered under the INCOTERM: EXW Saint-Auban-Sur-l'Ouvèze (version 2010 of the ICC codification). That is to say, the risk transfer from the Seller to the Buyer operates since the products are took over by the Buyer at the Seller's factory, either by the Buyer himself or the designated carrier.

Article 5: Receipt of goods and Complaints

On reception, the buyer must immediately check the condition of goods and ensure they match with the order.

In case of non-compliance between the order and the delivered Goods, the Buyer has to notify the non-compliance to the Seller by a registered letter with delivery receipt within eight (8) calendar days.

This procedure is applicable in the context of Sales abroad.

The Products cannot be returned to the Seller without any written acceptance from him. All complaints have to be justified by the Buyer, who has to allow the Seller to examine the goods and transmit him all details that could be helpful to verify the authenticity of the Complaint. No complaint shall be possible if the products have been destroyed or worsened by the Buyer, or if the products have been treated, transferred, resold or transformed by/to a third party.

Article 6: Reservation of Ownership

The Seller subordinates the risk transfer of every Product sold to the effective payment of the whole amount of the full price in principal, interests, penalties and accessories. In case of non-payment of an invoice about to expire, after formal notice unheeded in the 48 hours, the Seller reserves the right to suspend every delivery in progress or in future.



In case of garnishment procedure, or all other interference of a third party on the Products, the Buyer shall inform the Seller without fail and without delay, in order to permit him to counteract and save its rights.

Article 7: Price

Prices are determined by the current rate at the day of the order process. They are always quoted before taxes, customs duty, delivery charges and insurance costs.

Prices are established in euros when Sales are under the EXW incoterm (EXW SAINT AUBAN SUR L'OUVEZE), unless prior written agreement agreed with the Buyer.

In case of staggered delivery, relative to the same order, or in case of an offer from the Seller and including a period of validity, the Seller reserves the right to modify previous prices at any time in case of substantial increase of the raw material price, labor cost or significant variations of the exchange rate or foreign currencies.

Article 8: Method of Payment

Invoices of the Seller are due without discount at the billing address of the Seller, by bank transfer in euros. The payment must intervene in the thirty (30) days from the date of the invoice, unless otherwise agreed by written with the Seller. The payment is understood as the receipt of monies owed. No payment may be completed by compensation.

Delay penalty shall be requested by right in case of late payment, which will be automatically debited from the Buyer account. Late-payment interests equal to the European Central Bank's latest refinancing rate, plus a further ten points.

Article 9: Warranties

Products must be verified by the Buyer at the delivery, and any claim, condition or objection related to an apparent defect must be achieved under conditions described at the Article 5.

The Buyer shall provide detailed justification about the defect. The Seller reserves the right to proceed, directly or indirectly, to every observation or audit on the area.

The warranty of hidden defects holds the Seller to the replacement of the faulty Goods, without fees. The Buyer shall not claim compensation for the reparation of any prejudice. The Buyer is a professional party, so the hidden defect is understood as a manufacturing defect impossible to detect by the Buyer at the date of the sale. The defect shall make the Product unfit for use, to the extent that the Buyer would not have buy the Product if he had known the defect.



The non-compliance action shall be taken in the thirty (30) days after the discovery of the hidden defect, no matter what the nature of the defect is. The warranty is limited to the six (6) first months of use. The Products are renowned to be used by the Seller in the three (3) months starting from the delivery of the Products. In any case, the Buyer shall prove the starting date of use during this period.

The defects and degradations of the Products causing by unusual conditions of storage, or conservation, at the Buyer's, even in case of accidental causes, shall not give rights for any warranty due by the Seller.

The hereby warranties only apply to the Products of which the Buyer has regularly and fully acquired the property. Products must have been fully manufactured by the Seller.

The hereby warranties are excluded as soon as the Products have been used in conditions or for performances that were not predicted.

Article 10: Destination and Preservation of the Products

Products are solely intended to be integrated in other finished products of the Buyer. The Buyer is not authorized to resell the Products as they are or to repack them to distribute them to a third party, unless otherwise agreed with the Seller by written.

The Buyer shall ensure that the finished products comply with the Law and applicable regulations of the country in which they are commercialized.

The Seller shall not be responsible of the Products ability for the use of the Buyer, even when information has been given about this use.

The Buyer shall handle, store and preserve the Products in accordance with the recommendation of the Seller, and other necessities due to the nature of the Product.

Article 11: Confidentiality

The Information disclosed by the Seller must be considered as strictly confidential by the Buyer, who shall undertake to maintain the Confidentiality and not to disclose these information to a third Party. The use of the information is reduced to the extent authorized by the Seller by written.

The obligation of Confidentiality is due as long as the Parties do not end it by a prior written agreement.

The Buyer shall not proceed, directly or indirectly by the intermediate of a third party, to analysis of the Products or of samples in order to determine the composition, chemical structure or method of fabrication.

The samples of the Products are not supposed to be commercially used.



Article 12: Force majeure

Force majeure is constituted by unforeseen, uncontrollable and external event which renders the performance of all or part of either Party's contractual obligations impossible.

For example, are considered as Force Majeure events : fires, strikes, plant closing, equipment failure, shortage of the raw material, delays due to a subcontractor or a supplier, inability to feed back a substantial increase of the raw material price or labor cost... and every other event that the Law or Jurisprudence considers as a Force Majeure event.

The Force Majeure event leads to suspend the obligations of both Parties during all the event. If the event continues for more than one (1) months, each Party shall, subject to prior notification, terminate all or part of any order not executed.

Article 13: Attribution of jurisdiction

The addressee of the Seller is at its head office: Quartier Aguzon, 26170 SAINT AUBAN SUR L'OUVEZE.

Any dispute relating to the hereby General Terms and Conditions of Sale and their interpretation or implementation, or relating to the sale contracts concluded by the Seller, or relating to the payment of the price will be referred to the commercial court of Paris, irrespective of the location of the order, the delivery, the payment or method of payment, and even in case of warranty claims or plurality of defendants.

Article 14: Languages

In case of any difference of interpretation between the General Terms and Conditions of Sale in their English version and French version, the French version shall prevail as the reference.

Article 15: Waiver

The event that the Seller does not rely on one of the provisions hereof from time to time shall not be interpreted as a waiver of the use of these provisions thereafter.

Article 16: Applicable law

Any question relating to the hereby General Terms and Conditions of Sale, and to the sales that they govern, which would not be treated by the hereby General Terms and Conditions of Sale, will be governed by the French law.

