

## **GACHES CHIMIETERMS AND CONDITIONS OF SALE**

### **1 - PREVALENCE**

All orders placed imply adherence without reservation to our present Terms and Conditions of Sale completed, if applicable, by our special conditions. The present Terms and Conditions of Sale take precedence over all terms and conditions of purchase of the customer. However, when the customer is a public establishment, the provisions of the Code of Public Contracts prevail over the present Terms and Conditions in case of contradiction.

### **2 - ORDER ACCEPTANCE**

Our Company reserves the right to refuse to accept an order if it appears inopportune with respect to its workload, its customer risk, the size or content of the order or if it poses a threat to its economic equilibrium.

In this case, our Company will make its refusal known within the 8 days following receipt of the order.

### **3 - DELIVERY**

For any mode of transport other than Franco de Port, the merchandise travels at the risk and peril of the buyer, regardless of the manner of payment of the price of transport.

No recourse may be exercised against the seller for fault, deterioration or damage affecting the merchandise if the customary reservations were not expressed to the transporter or to our driver in case we have handled the delivery.

The delivery timeframes are only provided for informational purposes; non-respect of these timeframes can result in no penalty for return, cancellation of the order or deferred payment. Under no circumstances can damages be requested.

In addition, we decline all responsibility in the event that timeframes are modified due to difficulties with supply that are beyond our control or the lack of transport or following a case of force majeure.

The following are notably considered as cases of force majeure which suspend delivery timeframes: fires, floods, strikes, equipment breakdown, governmental restrictions, events related to the transporter.

Complaints about non-conformity of the goods delivered with the order will have to be sent to the headquarters of our Company by registered letter with confirmation of receipt within a period of 2 days following the date of delivery and before use of the merchandise in question.

Our Company reserves the right to suspend all deliveries if the customer is in arrears for payment of previous orders.

**4 - QUALITY PRODUCT:** When products are delivered with a supplier's certificate of conformity or with a supplier's certificate of analysis and when we resell the product in the initial packaging and without transformation, GACHES CHIMIE does not check the data, nor analyse the raw material. This is an additional service that can be added to the contract.

### **5 - RETURN OF MERCHANDISE**

Our sales are firm and goods may not be returned or exchanged without written authorization from our Company.

Any returned merchandise that has not been approved beforehand by our Company shall be refused and will be sent back to the customer at its cost.

### **6 - CHARACTERISTICS AND USE OF THE PRODUCT**

The customer is, in all cases, considered to be the "qualified professional", which is responsible for its choice of product with respect to the technical characteristics and, notably, its applications. It is solely its responsibility, before placing an order, to verify that the merchandise ordered is appropriate for the intended use.

Our Company denies all responsibility in case of use of the merchandise that does not conform to its industrial applications, its technical characteristics, to the rules of procedure, to applicable regulations and to standard practices.

The information that we provide is for informational purposes; tests and validation are always necessary.

### **7 - PRICES**

Prices are only provided for informational purposes. They shall be determined by the application of prices in effect as of the day of delivery of the order.

The information provided in the catalogues, notices, scales or other documents are only provided for informational purposes and cannot commit us.

The Company reserves the right to offer limited-time promotions to customers.

### **8 - CONDITIONS OF PAYMENT**

Unless in the case of acknowledgment of receipt or formal commitment on our part, the applicable price is the one as of the day of delivery. Unless otherwise agreed by us, the prices may be modified without prior notification.

No document, such as purchase orders or delivery slips, may be attached to the invoice.

Any order of less than 150 euros may result in an additional charge for a small order.

The terms of payment are payment in advance by wire transfer, unless expressly waived in writing, and subject to acceptance of the terms by our credit department. No discount is offered for early payment or payment in cash.

All impositions, taxes, duties or other service charges, and all bank charges related to payment, are the responsibility of the buyer.

In case of disagreement about the invoice, the customer must notify GACHES CHIMIE in writing before the payment due date. Under no circumstances will we accept a unilateral withholding of payment or the withholding of an amount that is higher than that disputed. Any non-respect of this rule shall result in the charging of late interest and suspension of the customer's account.

In case of the return of packing materials, no amount will be deducted as long as the credit (accounting document) has not been established and received.

### **9 - PENAL CLAUSE**

For any delay with respect to the agreed date, a late penalty shall be applied at the legal rate calculated as the sum of the European Central Bank reference rate plus an additional 10 points. These penalties are without influence on the possibility for GACHES CHIMIE to recover sums due by the customers.

If formal notice is issued following a payment delay, a set indemnity of 40€ shall be payable, to cover the charges incurred by GACHES CHIMIE.

The customer shall be required to pay all expenses and fees incurred for the purpose of recovering amounts owed through judicial means.

In general, non-payment of an invoice by its due date or the absence of return of commercial paper within the legal timeframe shall result in forfeiture of the terms of payment for all receivables owed to our Company, even those which have not come due, and may result in the suspension of the execution and delivery of all orders in progress.

### **10 - CLAUSE OF OWNERSHIP**

The equipment, moveable objects and merchandise sold by us remains our property until amounts owed have been paid in full, even in the case of judicial settlement or liquidation of property, in conformity with law no. 80-335 of 12<sup>th</sup> May 1980.

### **11 - CONSIGNED PACKING MATERIALS**

Consigned packing materials remain the non-transferable property of GACHES CHIMIE. They are exclusively reserved for the use related to the transaction.

They will only be taken back at the initial price of the consignment provided that they are returned clean, in proper and complete condition, without modification for another use, and in any event, within the 3 months following the date of shipment. Beyond this timeframe, our Company will be able to bill for the sale of the packing materials.

In case of destruction or deterioration, the Company will be able, without the need for any prior formality, to bill the customer for the sale of the packing materials.

The return of consigned packing materials to the site of GACHES CHIMIE is done at the customer's expense. Furthermore, it may also be asked to participate in the technical costs for management, cleaning, inspection and destruction of these materials.

### **12 - RESPONSIBILITY GUARANTEE**

Our guarantee is, by express agreement, strictly limited to replacement of the products that we have acknowledged as defective, to the exclusion of all charges, indemnities and damages.

The guarantee ceases automatically if the buyer has not satisfied its contractual obligations with regard to payment.

The supplier will assume no responsibility as concerns damage due to usual wear and tear.

The guarantee ceases to be in effect if the buyer, at its own initiative, has undertaken work to service or modify the equipment, so as to create difficulties for repair or replacement or due to defective use of the equipment.

### **13 - APPLICABLE LAW**

The applicable law is French law.

In case of contestations, **the Courts of Toulouse** shall be solely competent, even in case of multiple defendants or the introduction of third parties.

Acceptance of the Terms and Conditions of Sale of: Gaches Chimie, Avenue de la Gare, 31750 ESCALQUENS, FRANCE.