

GENERAL TERMS & CONDITIONS OF SALE

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Article 1: application of the general conditions of sale - opposability of the general conditions of sale:

These general terms and conditions of sale, pursuant to Article L 441-1 of the French Commercial Code, are the sole basis of the commercial relationship between the Parties.

These general conditions of sale are systematically sent or given to each buyer to allow them to place an order.

Consequently, placing an order implies full and unconditional acceptance of the buyer to these terms and conditions, excluding all other documents such as leaflets, catalogues issued by the seller, which are only indicative and may be modified at any time. The seller has the right to make any changes it deems appropriate.

No special conditions may, unless formally agreed in writing by AFITEXINOV, prevail against these general terms and conditions of sale.

Any condition contrary to the buyer shall, therefore, in absence of express acceptance, be unenforceable against the seller, regardless of when it may have been brought to its attention.

The fact that AFITEXINOV does not claim any of these terms at any given time cannot be construed as a waiver to claiming any of the said conditions later on.

Article – 2: Modification of the general terms and conditions of sale

In the event that AFITEXINOV is required to grant other buyers conditions which, as a whole: price, payment terms, guarantee, etc., would be more favourable than those provided for in these general conditions of sale for similar sums, quantities and quality, which would not be justified by real counterparts, and which would create for the benefit of these buyers a competitive advantage, it shall cause the buyer to benefit therefrom as from the day on which they are applied to the other buyers.

To this end, AFITEXINOV will transfer to the buyer, by any means constituting a durable medium, the content of the more favourable conditions that it would have thus granted.

Article – 3: Placing an order

Orders are firm and final only when they have been confirmed in writing and accepted by AFITEXINOV by means of an order acknowledgement.

From the written confirmation of the orders and acceptance of the latter by AFITEXINOV by means of an order acknowledgement, no cancellation or modification of order by the buyer will be enforceable against the company.

The seller is only bound by orders taken by its representatives or employees if they have been confirmed in writing and signed. The confirmation may also be deemed by the shipping of products. The benefit of the order is personal to the buyer and cannot be transferred without the agreement of the seller.

Article – 4: Delivery – Purpose of delivery

AFITEXINOV reserves the right to make any changes at any time that it considers appropriate to its products without modifying the products previously delivered or in the process of being delivered. AFITEXINOV reserves the right to modify without prior notice the products in its brochures or catalogues.

Article – 5: Delivery – Terms and Conditions

Delivery is made either by the direct delivery of the product to the buyer, or by simple notice of availability, or by delivery to a shipper or carrier at the premises of AFITEXINOV.

Article – 6: Delivery – Deadlines

Deliveries are dispatched depending on availability and on a first-come, first-served basis. The seller is entitled to make whole or partial deliveries.

The delivery times are indicated as accurately as possible but depend on the supply and transport possibilities of the seller. Exceeding the delivery deadline cannot result in damages, withholding, or cancellation of orders.

However, if two months after the indicated date of delivery, the product has not been delivered, for any reason other than that of force majeure, the order may then be cancelled at the request of either party; the buyer may obtain restitution of his deposit, to the exclusion of any other compensation or damages.

Are considered as force majeure exempting the seller of his obligation of delivery: war, riot, fire, strikes, accidents and the impossibility to be supplied. The seller will keep the buyer informed in good time in the event of any of the above occurring.

In all cases, delivery within the deadlines can occur only if the buyer is up to date with his/her obligations to the seller.

Article – 7: Delivery – Risks

The products are deliverable free of charge or against reimbursement at the agreed place, in all cases they travel at the risk of the recipient to whom it belongs in case of damaged or missing items to make any objections and to confirm his reservation by extrajudicial act or registered letter with return receipt to the carrier within three days after reception of products.

Article – 8: Receipt

Without prejudice to the provisions relating to the carrier, any claims regarding apparent defects or the non-compliance of the product delivered with the product ordered or the packing slip must be made in writing within eight days of arrival of the goods.

It is the buyer's responsibility to provide all justifications regarding the existence of defects or abnormalities observed. They shall grant AFITEXINOV every opportunity to ascertain such defects and fix them. They will abstain from intervening themselves or involving a third party for this purpose.

In case of an apparent defect or non-conformity of the products delivered with the order that was placed noted in writing within eight days of the arrival of the products and duly proven by the buyer and ascertained by the seller, the buyer may obtain, according to their choice, the free replacement, or reimbursement of the products, to the exclusion of any compensation or damages. All costs associated with the return and the delivery of the new products are the sole responsibility of the seller.

Article – 9: Liability of the buyer in case of theft after delivery

From the delivery, the buyer will exercise legal custody over the product which will remain the property of AFITEXINOV until full payment. Given the transfer of legal custody, the buyer undertakes to take all necessary measures to preserve the product and to insure it against any damage or disappearance.

Article – 10: Return – Terms

Any return of product must be formally agreed between the seller and the buyer within 15 days from the date of delivery. Any product returned without this agreement shall be kept available to the buyer and not give rise to the establishment of an asset.

The costs and risks of return will always be borne by the buyer.

Article – 11: Return – Consequences

After qualitative and quantitative verification of the returned products, any return accepted by the seller will result in a credit note being issued to the buyer. This credit note will be established by considering a discount of 30% on the value of the products concerned. This discount covers in particular the costs of repackaging, administrative management and storage, caused by the return of the products.

Article – 12: Warranty - Scope

The products are guaranteed to comply with the technical data sheets announced by the seller.

Article – 13: Warranty - Exclusion

Defects and deterioration caused by natural wear and tear, by an external accident (improper assembly, defective maintenance, abnormal use, etc.) or by a modification of the product not provided for or approved by the seller are also excluded from the warranty.

Similarly, the warranty shall not apply to apparent vices, which the purchaser must notify pursuant to the conditions set out in Article 8.

Article 14: Price

The products are supplied at the price current at the time the order is placed.

All prices are net and exclusive of VAT. and ex-works. They do not include transport or any customs fees and insurance, which remain the responsibility of the buyer.

Special pricing conditions may be applied depending on the specifications requested by the buyer concerning, in particular, the delivery terms and times, or the terms and conditions of payment. The seller will then send a special trade proposal to the buyer.

Prices are subject to change at any time and in particular in case of changes to legal or economic information. The change in prices does not authorize the buyer to cancel his order. However, when the change in prices leads to a price increase of more than 10% compared to the known price on the date of the order, the buyer has the right to cancel the order provided that it is done by registered letter with acknowledgement of receipt within 10 days of being informed of the new price in force. If these conditions are not met, the buyer is considered to have accepted the application of the modified price. The buyer may benefit from discounts and rebates detailed in the seller's price list, according to the quantities purchased or delivered by the seller at one time and to one individual location or based on order frequency.

ARTICLE 15 - Billing

An invoice shall be issued up in duplicate for each delivery, one of which shall be delivered to the buyer. The invoice will indicate the particulars referred to in article L. 441-9 of the Commercial Code.

Article - 16: Payment – Terms

Unless otherwise expressly provided for by special conditions, invoices are payable within a maximum period of 45 days end of month from the date of issue of the invoice.

For customers who do not have credit insurance, payment must be made before shipment.

No discount will be granted for advance payment.

Article – 17: Payment – delay or default

In the event of late payment, AFITEXINOV may suspend all orders in progress without prejudice to any other course of action.

Any amount not paid on the due date shown on the invoice, whether identical to that appearing on the general conditions of sale or different, will result in the application of penalties of an amount equal to three times the legal interest rate.

These penalties will be payable on simple request from AFITEXINOV.

Pursuant to Article D. 441-5 of the Commercial Code, in the event of late payment, the debtor will automatically be liable, with regard to his creditor, in addition to the late payment penalties, for a lump sum compensation for recovery costs of 40 euros.

The seller reserves the right to request any additional compensation from the buyer if the recovery costs actually incurred exceed that amount, upon the presentation of justification.

In the event of payment default, forty-eight hours after the issue of a formal notice has remained unsuccessful, the sale shall be terminated automatically as the seller sees fit. The seller may request, by injunction, the return of the products, without prejudice to any other damages.

The cancellation will not only impact the order in question but also all previous unpaid orders, whether they have been delivered or are in the process of delivery and whether or not their payment is due.

In the case of payment by commercial paper, a failure to return the paper will be seen as a refusal of acceptance corresponding to a default. Similarly, when the payment is staggered, the non-payment of a single instalment will result in the immediate payment of all the debt, without notice.

In all cases referred to above, any sums due for other deliveries or for any other reason shall immediately become due even if the seller does not opt for termination of the relevant orders.

Under no circumstances may payments be suspended or form the subject of any compensation without the prior written agreement of the seller. Any partial payment shall first be deducted from the non-privileged part of the debt and then from the amounts which were due first.

Article – 18: Payment – Requirement of guarantees or payment

Any deterioration in the buyer's credit can justify the requirement for guarantees or a cash or draft payment payable on demand, before the execution of orders received.

This will be the case in particular if a change in the debtor's capacity, in his professional activity, in the executive managers or the status of the company, or if a transfer, lease, pledge or contribution of the capital of their company has an unfavourable effect on the buyer's credit.

Article – 19: Transfer of risks

The transfer of risks on the products takes place as soon as the products are shipped from AFITEXINOV's warehouses. As a result, the products travel at the risk of the buyer.

Article 14: Property reservation

The goods covered by this contract are sold with a clause expressly subordinating the transfer of their ownership to full payment of the full price in principal and accessories.

It is, however, understood that the simple delivery of a document creating an obligation to pay, draft or other, does not constitute a payment within the meaning of the clause, the original claim of the seller on the buyer thus remaining with all the guarantees attached therein, including property reservation until such commercial paper has actually been paid.

The provisions above are not an obstacle from the delivery of the goods to the transfer of risks to the buyer for the loss or deterioration of goods that are subject to the reservation of ownership, or any damage they might cause.

The buyer must take out insurance covering the risks arising from the delivery of the goods.

As long as the price has not been paid in full, the buyer must individualize the goods delivered under this contract and not mix them with other goods of the same nature from other suppliers.

In the absence of individualization, the seller may demand a refund or take back those still in stock.

In the event of seizure or any other third-party intervention in respect of the goods, the buyer must inform the seller without delay as a matter of urgency and without delay, to enable them to oppose this and to preserve their rights. The buyer is further prohibited from pledging or creating security over the goods.

Article – 21: Jurisdiction – dispute

In the event of a litigation of any kind or a dispute relating to the formation and execution of the order, the Commercial Court of CHARTRES shall have sole competence.

This clause applies even in the case of summary proceedings, incidental claims or in the event that there are several defendants, and regardless of the means and terms of payment. French law is the only applicable.