

PACCOR France GENERAL TERMS AND CONDITIONS OF SALE

1. GENERAL CONSIDERATIONS

The purpose of these General Terms and Conditions of Sale is to define the methods of fulfilment and the conditions under which sales are made between our company and its customers, hereinafter known as "the customer". By mutual agreement between the parties and unless stipulated otherwise in writing by Paccor France, our sales are always made under the conditions described below. As a result, these General Terms and Conditions of Sale shall prevail over any General Terms and Conditions of Purchase, of partnership or any other documents issued by customers that may be opposed against them.

2. COMMITMENT - WAIVER

2.1 - Failure by Paccor France to enforce at any time any provisions of the General Terms and Conditions of Sale shall not be construed as a waiver of its rights to rely on such provisions at a later date. Our catalogues, prospectuses, advertisements and price lists are only for information purposes and as a guideline. As a general rule, all products appearing in these catalogues, prospectuses, advertisements and price lists cannot be considered as firm offers.

2.2 - Confidential information includes, but is not limited to, descriptions, documentation, innovations and accessories relating to the sale of the product, which the customer undertakes not to disclose. The customer undertakes not to make any copy or use of confidential information for his own purposes and shall abstain from helping any other natural person or legal entity to use this same information to their advantage.

3. INDUSTRIAL AND/OR INTELLECTUAL PROPERTY

Any modification, transformation or disclosure (in any way or by any method whatsoever) of the documents published by or belonging to our company is formally prohibited. As a general rule, no licence, patent or industrial and/or intellectual property information is granted or promised by the parties to the agreement and our company retains ownership of the patents, designs, models and brands that it develops and operates or has operated. Under no circumstances may the use of the products by a third party constitute a transfer of industrial or intellectual property. When our company is required to manufacture a product, design or model that it does not own at the request of a third party, the third party will guarantee our company against any risk of infringement by signing a final proof. The customer authorises Paccor France to quote his name and/or reproduce the latter's logo for his own advertising in any form and medium.

4. ORDERS - ISSUANCE - DELIVERY

4.1 - Orders

4.1.1 - Acceptance; any order placed implies complete and unreserved acceptance of these General Terms and Conditions of Sale by the customer unless special terms and conditions are agreed in an additional clause in writing. The contract will be formed either after return of our quotation signed by the purchaser or after an order confirmation has been sent by our company. As soon as the contract is formed, the sale becomes final and can only be cancelled under the provisions of article 4.1.2.

4.1.2 - Cancellation - Modification; any request for cancellation of the order and/or modification of the composition and volume of the order placed by the customer, can be taken into account by our company only if;

- it is made in writing and, in particular, by fax or e-mail within two days of the date of dispatch of the order.
- it shall be confirmed by the customer within three days after the first written request defined in paragraph a) has been sent. If no such confirmation is received, the request for cancellation and/or modification shall not be binding upon our company, which will be free to accept or refuse the requested cancellation/modification.
- in any case, this request cannot be accepted if it reaches our company after production has started or the supply of specific materials necessary for such production initiated. It is expressly agreed between the parties that the cancellation or modification of an order when the manufacturing or supply process has begun shall lead to the customer paying the full amount of the order. Even when the above-described procedure has been followed, our company reserves the right to refuse any order modification or cancellation.

4.1.3 - Minimum order; the nature of the products marketed by our company and the operating and transport costs involved makes it necessary for our company to only accept orders from customers for a minimum amount of €600 excluding tax, amount raised to €1000 for carriage-free orders.

4.2 - Issuance - Delivery

4.2.1 - Delivery shall be considered to have taken place when the products ordered by the customer are available on the premises of our company or one of its subsidiaries and, unless stipulated otherwise, the customer may collect the products.

4.2.2 - In the event that our company is in charge of transport on behalf of its customer, the delivery times are given only for information purposes and as a guideline, depending, in particular, on the arrival timing of the orders, choice of carrier, availability and method of transport. As such, our company shall not assume any responsibility for transport.

4.2.3 - In any case, our company shall make every effort to comply with the delivery times stated on acceptance of the order and to fulfil the orders except in cases of force majeure or circumstances beyond its control, including but not limited to strikes, frost, fire, storm, flood, epidemic and sourcing issues. Delays in delivery may not give rise to any penalties or compensation or be a reason for cancellation of the order. It is understood, in particular, that advertising expenses incurred by a customer may not in any case be refunded by our company in the event of late delivery, for any reason whatsoever.

4.2.4 - It is reminded that the delivery times are suspended in the case set out in Article 9 hereafter.

4.3 - Transfer of risks; deliveries are made at the purchaser's risk:

- For products our company is responsible for organizing transportation, unless agreed otherwise, transfer of risk shall take place as soon as they are loaded at our factories onto the chosen mode of transportation.

- For products to be delivered outside France, transfer of risk shall take place in accordance with the Incoterm appearing on the acknowledgement of receipt of the order. By default, the Incoterm Ex Works (EXW - ICC Incoterm Regulations) is used.

4.4 - Transport; in accordance with article L133-3 of the French Commercial Code, in case of damage and/or missing products delivered by a carrier, the customer shall express any reservations to the latter, and confirm them by registered letter with acknowledgement of receipt or extrajudicial document with the carrier within (3) days of receipt. It is expressly agreed between the parties that the customer will be charged the cost of transporting the products ordered when they are due.

4.5 - Receipt of the products

4.5.1 - Without prejudice to the provisions to be taken by the customer vis-à-vis the carrier as stated in article 4.4, in the event of visible defects or deficiencies, any claim of any type whatsoever, relating to the products delivered, shall be accepted by our company only if it is made in writing, in particular by fax or e-mail, within the 3-day period provided for in article 4.4. In the case of non-compliant products and taking into account the nature of the products, for which verification of conformity is relatively easy, this complaint should be made within five working days of receipt of the products by the customer.

4.5.2 - It is the customer's responsibility to provide all supporting elements regarding the actual defects or deficiencies noticed. The customer shall allow our company all facilities to carry out or have carried out all investigations that are considered necessary. Our company or any person duly authorised by us are solely authorised to carry out these checks and verifications, to the exclusion of any other party.

4.5.3 - No product return may be made by the customer without the prior written agreement of our company obtained in particular by fax or e-mail. The costs of return shall be borne by our company only in the case where a visible or latent defect is actually confirmed by our company or its authorised representative.

In the case of return of products, it is essential for a return slip to be completed without delay, with the following information: cause, order number and date, delivery number and date, as well as the name of the Paccor France employee who authorised the return. No return can be accepted in packaging other than the original packaging. Only the carrier chosen by our company is authorised to carry out transportation of the returned products.

4.5.4 - When a visible or latent defect is acknowledged by our company or its authorised representative, the customer may ask our company to replace the non-compliant products and/or for the additional items to be sent to make up those missing, at our expense, but it shall not be entitled to any compensation or to cancellation of the sale.

4.5.5 - Acceptance of the products ordered by the customer without any reservations releases our company from its obligation of delivery as described in article 4.5.1 concerning any missing items, and any claim relating to any non-compliant products must have been made in accordance with article 4.5.1

4.5.6 - The claim made by the customer under the conditions and in the manner described in this article shall not suspend payment by the customer for the products delivered that do not have a visible defect duly noted by our company, in accordance with article 4.5.2.

4.5.7 - Under no circumstances may our company's liability be incurred for acts of destruction, damage, loss or theft occurring during transport, even if we have chosen the carrier.

4.6 - Suspension of deliveries; in the event of non-payment of an invoice that is overdue, and without any formal demand being issued, our company reserves the right to suspend any delivery in progress and/or to come.

4.7 - Cash payment; in the event that the commercial information obtained by our company reveals a possible lack of solvency of the customer and/or the customer provides our company with false information, in particular regarding its reputation, its solvency, its legal and/or commercial structure, our company reserves the right to ask the customer for a cash payment on order for all orders placed by the customer and not to grant any discount and/or rebate, unless the latter provides sufficient guarantees, such as a bank guarantee. Our company shall also have the right, prior to accepting any order, as well as during the course of the manufacture, to require the customer to disclose its accounting documents, in particular the profit and loss accounts, even provisional ones, to enable us to assess its solvency. In the event of refusal by the customer to make such a

payment without any adequate guarantee being provided by the latter to our company, our company may refuse to fulfil any order and to deliver the products without the customer being entitled to any compensation.

4.8 - Refusal of order; in the event a customer places an order with our company without having paid or complied with a single payment deadline agreed by previous orders, our company may refuse to fulfil the order and deliver the products without the customer being entitled to any compensation whatsoever for any reason whatsoever.

4.9 - Assignment; the benefit of the order is personal to the customer and can not be transferred without the agreement of our company.

5. PRICES AND CONDITIONS

5.1 - Prices

5.1.1 - The prices quoted are those of the price list in effect on the day of delivery, the prices appearing in the price lists, notices and catalogues or any other commercial documents are only given as a guideline.

5.1.2 - Our company reserves the right to revise its prices if the price of the raw materials or the conditions of carriage change, unless agreed otherwise by the parties.

5.1.3 - Prices per quantity of our offers only apply if the corresponding number of products is delivered in one batch. If quantities are changed, prices may be revised accordingly. The development and manufacturing costs mentioned in the offers for specific orders are provided as a guideline only and may be readjusted within a range of plus or minus twenty per cent depending on the actual costs. The machining, production, development and programming work invoiced in addition remain the entire property of our company, except for special agreement. 5.1.4 - No rebate granted at the end of a period shall constitute an acquired right for the customer in spite of any rebate previously granted and regardless of their number or scale, until the terms and conditions for acquiring the rebate have been met. They must be expressly recognised by our company at the beginning of each year. Any rebate at the end of the period promised to the customer shall only be settled on the express condition that all invoices corresponding to the year's deliveries and used as basis for calculating reductions have actually been paid by the agreed deadline. Our company shall therefore be entitled to claim back, if applicable, any advance payments made during the year if all invoices have not been settled by the customer according to the above-mentioned conditions. Only the net turnover, after deducting rebates, invoiced on French territory and excluding all taxes shall be taken into account for the allocation and the calculation of the rebates.

5.2 - Payment methods; unless otherwise agreed in writing between the customer and our company, and except for the application of article 4.6, payment for the products should be made by wire transfer to the head office of the company thirty calendar days after the invoice date.

5.3 - Non-payment - Penalties; non-payment within the meaning of these General Terms and Conditions of Sale, shall be understood as any sum not paid on the due date and in the place provided for in article 5.2. Any sum not paid by the contractual deadline shall entail the application of penalties at a rate equal to the rate applied by the European Central Bank to its most recent financing operation plus ten points, to which a fixed sum for recovery costs of 40 euros is added. When the collection costs incurred are greater than the amount of this fixed sum, our company may request additional compensation, on production of supporting documents.

In addition, our company reserves the right to refer the matter to the President of the Commercial Court of Chartres (France) in order to obtain injunctive relief of the breach, subject to a daily penalty equal to 1% per day.

In the event of a dispute between our company and the customer concerning one or more lines of the invoice received by the latter, the customer shall have to pay the amount of the amounts not under dispute when they become due and in full. Otherwise, the penalties stipulated in this article shall automatically be applied for the whole invoice. All legal or extrajudicial costs necessary for the application of these penalties shall be the sole responsibility of the customer. In addition, failure to pay invoices on time will result in the loss of any discounts or rebates that may have been granted to and/or acquired by the customer. Any offsetting or deductions made unilaterally by customers shall be treated as breach of payment obligations and shall result in the application of the non-payment or late payment provisions.

5.4 - Any discount for cash payment granted by our company implies that the payment is received by us no later than eight days after the invoice date, failing which the price without discount applies.

6. RESERVATION OF TITLE

6.1 - The products sold by our company shall become the property of the customer only after payment in full of the sums owed by the latter, including those resulting from ancillary services and, in particular, the transport costs when they are due. Only actual receipt at the registered office or in our bank account shall be considered as payment in accordance with article 5.2. Any clause to the contrary, particularly one included in any general terms and conditions of purchase, shall be considered unwritten.

6.2 - The customer undertakes to inform our company of any fact likely to compromise his right of ownership.

6.3 - The customer may resell or use the products delivered by our company in the normal course of his business; however, he shall lose this option in the event of cessation of payments, insolvency situation or non-payment of the price when due.

6.4 - Failure to pay all or part of the price, as described in article 6.1, by the payment term, shall result in the suspension of deliveries by our company and immediate payment of any other outstanding amounts in relation to this order or other orders delivered or in the course of delivery shall become immediately due. All extrajudicial or legal costs for collection shall be borne exclusively by the customer, in addition to interest at the legal rate.

6.5 - The recovery by our company of the products claimed shall require the customer to compensate for any loss of value resulting from the product depreciation and, in any case, the unavailability of the products concerned. Accordingly, the customer shall pay our company, as penalty, compensation set at fifteen (15%) of the price exclusive of tax agreed for the unpaid products. If termination of the contract leaves our company holding any advance payment previously received from the customer, we will be entitled to offset this debt with this receivable arising from the application of the penalty clause stipulated above.

7. WARRANTIES

7.1 - Our company guarantees its products in accordance with Articles 1641 et seq of the Civil Code for three months from the date of delivery defined in Article 4.2. Any defects or deterioration in the products delivered subsequently found or arising due to abnormal use not in conformity with their purpose, an accident or a modification of the product by the purchaser, shall not be covered by the warranty required from the seller. The warranty shall not apply in the event of visible defects in the products delivered, except as provided for in Article 4.5.

7.2 - Products for food usage supplied by our company comply with the provisions of European Directive 2008/39/EC and are subject to a global migration test carried out by an independent laboratory. Any additional tests shall be subject to specific agreement and their cost shall not be allocated to our company.

7.3 - Under the latent defects warranty, the seller shall only be obliged to replace the products concerned free of charge, without the customer being able to claim damages against our company.

7.4 - Defects involving deterioration of the products delivered following abnormal conditions of storage of the products by the customer shall not be covered by the latent defects warranty required from our company. The customer agrees to store the products delivered in a suitable place and in their original packaging.

7.5 - Weight variations of less than 5%, print and colour quality depending on the quality of the raw materials used or the processes carried out may not in any case incur the liability of the company or justify the modification or the cancellation of an order or any price reduction or refusal of the products.

8. APPLICABLE LAW - LANGUAGE - CURRENCY

8.1 - Law. The law applicable to the contractual relations between our company and the customer is French domestic law. The provisions of the Vienna Convention on the International Sale of Goods are expressly excluded.

8.2 - Language. These Terms and Conditions in French shall prevail over any translation made of them.

8.3 - Currency. The currency of account is only the Euro and the payment terms are those incorporated in French law.

9. FORCE MAJEURE

The following events shall be considered to be cases of force majeure relieving the seller of its obligation to deliver within the time limits initially provided for: strike by all or part of the staff of the Company or its usual carriers, fire, flood, war, production stoppages, inability to be supplied with raw materials and, in some cases, stock-outs. This list is not limitative. During such events, our company shall notify the customer in writing, in particular by fax or e-mail, within seven working days of the date of occurrence of the events, with the contract between our company and the customer being automatically suspended without compensation from the date of occurrence of the event. If the event lasts for more than sixty days after its date of occurrence, the contract of sale entered into by Paccor France and its customer may be terminated by registered letter with acknowledgement of receipt sent by the first party to act, without either of the parties being able to claim damages. Such termination shall take effect on the date of first presentation of the registered letter terminating said contract.

10. ATTRIBUTION OF JURISDICTION

Election of domicile is made by our company at its registered office. In the event of a dispute, the parties shall try to reach an amicable agreement within thirty days. Failing agreement within this period, the parties agree that all disputes arising from the entry into, performance or non-performance of contracts between our company and its customers shall be brought before the Law Courts of Chartres (France) by the first party to act, including in the event multiple defendants or the introduction of third parties.