

## TERMS AND CONDITIONS OF SALE

---

### I. General

Upon order, the Customer must adhere to our Terms and Conditions in compliance with the law L. 441-6 from the "Code du Commerce". The data of our Customers is stored and processed by computer and used only for the business purposes.

### II. Orders

Orders are not binding until written confirmation is received from us. Any changes or cancellation to the initial order must be written and confirmed by GEF INDUSTRIE, in right to refuse it. No cancellation or modification will be accepted over 48h after the confirmation of order is sent. An order amounting to less 150 € will be charged with administrative fees amounting to 25 €. In case of buyer solvency problems, GEF INUDSTRIE reserves the right to require the buyer the payment of the order amount before shipment. In this case, GEF INDUSTRIE will send the buyer a proforma invoice. The order will duly be took into account as official after having received the payment of the amount invoiced.

### III. Prices and Terms

Prices are set by our current prices conditions, the day of the order. Prices indicated on our orders and offers are valid for 3 months, excepted contrary notification. Prices are subjected to revision, anytime, without prior notification, in case of modification of exchange rates, new customs procedures, transport conditions, or new prices imposed by our suppliers.

### IV. Deliveries

The delivery carries out at the agreed place between the buyer and GEF INDUSTRIE. Risks are transferred to the buyer at delivery. Each given delivery date is indicative only and without guarantee. Consequently, delays can't, in no case, justify penalties, damages, cancellation of order, delivery refusal or blocking payments, excepted written and prior agreement from GEF INDUSTIE, despite the existence of contrary clauses in the potential purchase conditions of the buyer. Every complaint about conformity of the delivered product has to be written and notified by the customer within 15 days following the delivery.

### V. Packing and Transport

The goods are packed in the best interest of the Customer and travel at the risk of the recipient and independently of transport arrangements. Upon receipt, the goods must be checked by the recipient. The latter must immediately notify the carrier every damages, loss or missing products and exercise all claims against the responsible carrier within prescribed period by the article L. 133-3 from "Code du Commerce".

### VI. Invoicing

Our goods are billed according to our current price list, our offers or our order confirmation. Invoices are issued at the delivery date and conformed to the invoicing rules of the article L. 441-3 from "Code du Commerce".

### VII. Retention of property

Supplied goods remain the property of GEF INDUSTRIE until full payment.



#### VIII. Terms of payment

Our invoices are due to 30 days from the issued invoice date, excepted contrary stipulation. Payment terms are determined with the Customer before placing orders. The amount to pay and the date of payment are indicated on the invoice. All prepayments will generate a 2% discount for payment within one week. The maximum payment terms will stay in every case under the "LME" law dated August 4<sup>th</sup> 2008. In compliance with the article L.441-6, every unpaid amount to the due date will generate a late fee based on 3 times the rate of the current legal interest, as well as the invoicing of damages amounting to 40 € for recovery costs. In case of late payments, our company may suspend all current orders, without prejudice to any other action.

#### IX. Claims, Settlement of Disputes and Applicable Law

Claims against defective or non-conforming goods delivered must be made within a maximum of 30 days from the date of receipt of goods.

In the event of litigation arising from commercial transactions, the Tribunal de Commerce d'Amiens (80) will have sole jurisdiction notwithstanding any contrary provision stipulated on the order or correspondence with Customers.

15/09/2016