

GENERAL TERMS AND CONDITIONS

APPLICATION AND ENFORCEABILITY

These conditions apply notwithstanding any provisions to the contrary contained in the Purchaser's General Purchasing Conditions or in any other document issued by the Purchaser, other than for exceptions agreed in writing.

ORDER

Orders are only finalised once they have been confirmed in writing. The Vendor is only bound by orders taken by its representatives, agents or employees on condition of their being confirmed in writing. Nevertheless, acceptance may result from the dispatch of the ordered products.

Unless otherwise indicated:

- Proposals from Robertet are valid for a period of 30 (thirty) days after they are first submitted to the Purchaser.
- The Vendor reserves the right to modify their prices at any time in the case of multiple or of future deliveries.

The Vendor reserves the right not to complete orders for small quantities or for small sums, or which are issued by a client who is deemed to have insufficient credit worthiness.

DELIVERY

In the absence of any specific conditions to the contrary, the dispatch date stated on the order confirmation is given without any guarantee and for indication purposes only.

If the Vendor realises that they cannot meet the date initially given, they are to inform the Purchaser of a new date as soon as possible. The date of the last order receipt acknowledgement, at the date sent to the Purchaser, is considered to be valid.

The Vendor's date of delivery is conditional upon that of their own suppliers.

Cases of *force majeure* or unforeseen circumstances will release the Vendor from their obligation to ensure delivery.

The Vendor will deliver goods to the agreed delivery location in accordance with the information stipulated on their order confirmation (Incoterms 2010 reference). In the absence of such information the goods will be delivered EXWorks (Incoterms 2010 reference)

STORAGE

We recommend that our goods be stored in closed packages, in accordance with recommendations stipulated on the product's technical data sheet. The re-use of empty packaging is prohibited.

RECEPTION

Without prejudice to the arrangements to be made in relation to the transportation provider, who must be notified immediately on the transportation acknowledgement, complaints relating to visible defects or to non-compliance of the delivered product with the product that was ordered or with the packing note must be made in writing within 8 working days of the arrival of the product and in all cases for defects which could not be detected despite careful checks within 30 (thirty) days after the product is received.

The Purchaser must provide all evidence in support of the existence of these defects, anomalies or non-compliances. They must allow the Vendor free access to observe these defects and to remedy them.

Due to the nature of the products being sold, the Vendor will not accept responsibility if the Purchaser's conditions for handling, storage and intervention involving the product might modify the properties of the delivered product.

The Vendor reserves the right to replace or make reimbursement for products that they acknowledge to be non-compliant, damaged or defective.

PRICE

In the absence of specific conditions to the contrary, the price indicated on the order confirmation is regarded as the price agreed upon between the Vendor and the Purchaser.

The purchaser is responsible for paying all taxes, charges, duties or other services to be paid in application of French legislation or the legislation of the destination country or of the countries of transit. Unless specifically stated otherwise, the Vendor reserves the right to modify the price of any future orders or order instalments.

SETTLEMENT

In the absence of specific conditions to the contrary and unless contrary to the legal arrangements in force, invoices are payable to GRASSE (France) without discount at the latest 30 days following the end of the month of the invoice, with the purchaser being responsible for any bank charges incurred outside France.

In the event of delayed payment the Vendor may suspend any orders that are in progress.

All amounts unpaid by the due date shown on the invoice - irrespective of whether the due date of payment is the same or differs from that of the general conditions - will result in late payment penalties being applied, calculated:

- Using the European Central Bank's (ECB) six-monthly interest rate at its most recent refinancing operation, increased by a factor of 10 percentage points. If this rate is 0.1%, the rate applied will be 10.1%

Failure to pay an invoice or a part of an invoice, as well as failure to return goods, will result in:

- The amount receivable by the Vendor becoming immediately payable, with no prior notice.
- And, if the Vendor so wishes, the cancellation of all orders that are in progress 48 hours after a period of notice has elapsed with no effect.

The Purchaser must reimburse the Vendor for all expenses incurred in the legal recovery of any amounts due, including the fees of any Public Officials.

In the absence of any specific conditions to the contrary, no discount is granted for cash payment.

RESPONSIBILITY

The Vendor's responsibility is expressly limited to the sale price and the amount of product sold. Under no circumstances can the vendor be held responsible for direct, indirect or consequential losses (delays in production, loss of revenue etc.) incurred by a third party or by the Purchaser.

The products are intended solely for incorporation into the Purchaser's finished products. The Purchaser is not allowed to resell the products in their existing condition or to re-package them for distribution to a third party without the Vendor's prior written approval.

It is incumbent upon the Purchaser to ensure that the said finished products are compliant in every way with the laws and regulations in force in the countries in which they are sold.

The Vendor cannot be held responsible for the actual use that the Purchaser makes of their products, irrespective of any information which might be provided by the Vendor. Similarly the Purchaser accepts that the Vendor cannot foresee all the conditions under which the Purchaser may use the Vendor's products.

RETENTION OF OWNERSHIP

The products that are the subject of an order are sold subject to a clause in which the transfer of their ownership is expressly dependent upon the payment in full of the invoiced price (Law of 25/01/1985).

This clause does not prevent the risks due to loss or damage to the products, or damage which they might occasion, being transferred to the Purchaser on delivery.

The Vendor grants the Purchaser the right to use these products to manufacture and sell the Purchaser's products.

No transfer of intellectual property is granted at the time of the sale. All information of this nature given by the Vendor remains the exclusive property of the latter.

All information relating to intellectual property is given without guarantee and without acceptance of any responsibility. The Vendor cannot be held responsible for the use made of this information by the Purchaser.

COMPETENCE

Only the Tribunal de Commerce de Grasse (France) will be deemed to be the competent Court for dealing with any disputes which may arise between the parties involved in relation to the formation, execution or interpretation of the conditions of sale.

In the event of any conflict of interpretation between this version of the General Conditions of Sale and any other version, the French version will take precedence.

Grasse, 1 February 2016