

STANDARD TERMS OF SALE OF DAT-SCHAUB FRANCE

ARTICLE 1 - APPLICATION - ENFORCEABILITY OF STANDARD TERMS OF SALE

The placing of an order implies the full and unqualified acceptance of these Standard Terms of Sale, to the exclusion of any other document, by the Buyer. No specific term, including the standard terms of purchase of the Buyer, shall prevail over these Standard Terms of Sale, unless otherwise accepted formally in writing by DAT-Schaub France. These Standard Terms of Sale shall supersede all earlier terms.

ARTICLE 2 - ORDER

2.1 A contract of sale shall be entered into whenever DAT-Schaub France accepts an order placed by the Buyer. The contract of sale shall include the order, these Standard Terms of Sale and any other document that may be agreed by the Parties.

2.2 DAT-Schaub France shall only be committed to supply the products specified when the order is taken.

2.3 Any change to the order by the Buyer shall only be taken into consideration if it is received in writing at the registered office of DAT-Schaub France, no later than five (5) working days before the scheduled delivery date. It shall be subject to the prior consent of DAT-Schaub France. That possibility shall not be available with specific orders. A particular order that is fulfilled specifically for the Buyer may not be cancelled and its value shall remain owing and be invoiced in full.

ARTICLE 3 - PRICE AND TERMS OF PAYMENT

3.1 Unless otherwise provided, the price applied shall be that applicable at the time of the order. The price shall be firm and final, quoted in Euros and stated exclusive of taxes. Shipping costs will be included in the price when DAT-Schaub France accepts to pay the cost of product transport.

3.2 Unless otherwise provided, products sold by DAT-Schaub France shall be paid cash. 3.3 No discount shall be granted for early payment, and no rebate shall be given unless otherwise agreed specifically.

3.4 Payments shall be made in accordance with the modalities of payment agreed with the order. In the absence of an agreement, payments shall be made when they fall due by transfer to one of French banks in which DAT-Schaub France holds an account. Any failure to accept bills from DAT-Schaub France or the failure to pay any bill or invoice on its due date shall immediately make all the amounts owing payable, with no need for DAT-Schaub France to give advance notice of the same. Such an event would release DAT-Schaub France from all its commitments and entitle it to suspend all deliveries without notice and terminate any order or contract to be fulfilled or under fulfilment, to the extent provided by law.

3.5 Any payment delays shall lead, rightfully and with no prior notice, to the charging of interest for late payment in an amount equivalent to three times the legal interest rate and a legal flat charge of forty euros (€ 40) to cover collection costs, or a higher charge if that is justified.

3.6 If, for whatever reason, there is a change in the Buyer's financial position that has an effect on its solvency, DAT-Schaub France reserves the right to require from the Buyer any guarantee DAT-Schaub France may find fit, or, failing that, to refuse any delivery that is being fulfilled or the taking of any new order.

ARTICLE 4 - DELIVERY

4.1 The delivery times of DAT-Schaub France are stated for information only and a delivery delay shall not entitle the Buyer to apply a penalty or terminate the order or more generally any contract of sale between DAT-Schaub France and the Buyer.

4.2 Products ordered by the Buyer shall be delivered by supplying the products directly to the Buyer or to any party designated by the Buyer, either in the premises of DAT-Schaub France or at the address indicated by the Buyer.

In respect of exports, products shall be delivered in accordance with the Incoterm 2010 CPT unless otherwise provided. That shall apply to a minimum order value; if that value is not reached, a contribution to carriage costs may be charged to the Buyer.

4.3 The Buyer alone shall be qualified to inspect the parcels, exercise any remedies or state any exception within the legal times to the carrier in the event of any loss, missing items or damage. Failing that, the Buyer shall have no claims on DAT-Schaub France.

ARTICLE 5 - COMPLAINTS AND PRODUCT RETURNS

5.1 Without prejudice to the steps to be taken in respect of the carrier, complaints relating to the nature or quantity of the products delivered to the Buyer or nonconformity to the order or delivery slip shall only be taken into consideration if they are received by DAT-Schaub France before the use-by or best-before dates indicated on the packaging of the relevant product. For products with no use-by or best-before dates, complaints relating to the nature, quantity or quality of products shall be made within one (1) week of the date of delivery. Unless otherwise provided specifically in relation to the product, no complaint shall be accepted by DAT-Schaub France if it is received after the aforementioned times. All complaints shall be justified, and no complaint shall entitle the Buyer to postpone the payment of the delivered products that comply with the order. In the absence of a complaint to DAT-Schaub France within the aforementioned time or if the products are used (with the exception of reasonable quantities used for testing and inspection purposes), DAT-Schaub France shall be deemed to have discharged its obligations satisfactorily.

5.2 No product shall be returned without the prior written consent of DAT-Schaub France. However, in the event of consent, the product shall be returned within eight (8) days of the acceptance of DAT-Schaub France, and in any event within fifteen (15) days of the date of delivery. Return costs shall be paid by the Buyer. In view of the perishable nature of the products sold by DAT-Schaub France, the storage and transport conditions on the occasion of the return shall be absolutely identical to the conditions of delivery, particularly as regards packaging and temperature. Failing that, DAT-Schaub France may revoke its consent to the return of the products, which shall thus be charged to the Buyer.

5.3 If the Buyer rejects the ordered products upon delivery without justification, DAT-Schaub France reserves the right to charge transport and other costs incurred, without prejudice to possible damages.

ARTICLE 6 - GUARANTEE

In any event, the guarantee of DAT-Schaub France shall not exceed the simple replacement of the product supplied by it and recognised to be defective, and shall not entitle the Buyer to claim damages.

The Buyer shall only benefit from the guarantee if it has sent its complaint to DAT-Schaub France within the periods stated in article 5.

Further, the guarantee shall cease to apply:

- if the delivered product has undergone defective processing,
- if the delivered product has not been stored with the required precautions,
- if the use/processing of the delivered product does not comply with good manufacturing practices or the purpose for which it is designed, particularly if the Buyer has not used/processed the product within the normal business of its establishment.

ARTICLE 7 - LIABILITY

TO THE EXCLUSION OF DAMAGES FOR INJURY, THE OVERALL LIABILITY OF DAT-SCHAUB FRANCE SHALL BE LIMITED TO REPAIRING THE DAMAGE RESULTING DIRECTLY AND EXCLUSIVELY FROM A FAULT OF DAT-SCHAUB FRANCE.

THE AMOUNTS CLAIMED FROM DAT-SCHAUB FRANCE MAY NOT IN ANY EVENT EXCEED THE COST PRICE OF THE PRODUCTS MANUFACTURED FROM THE DAT-SCHAUB FRANCE PRODUCTS THAT ARE AT THE SOURCE OF THE ALLEGED DAMAGE.

DAT-SCHAUB FRANCE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGE, WHETHER INDIRECT OR INCIDENTAL.

ARTICLE 8 - TRANSFER OF TITLE CLAUSE

DAT-Schaub France shall retain the title to the products sold till the price is effectively paid in full, including the principal and incidental costs. These provisions shall not prevent the transfer to the Buyer, as soon as the products are delivered, of the risks of loss and damage sustained by the products sold, and any damage sustained or caused by the goods for any reason.

In the event of a payment default or delay, the products shall be immediately returned to DAT-Schaub France at the cost and risk of the Buyer, which is hereby accepted by the Buyer. If collective proceedings are initiated against the Buyer, the return of products may be demanded in accordance with applicable legal provisions. This clause shall apply notwithstanding any contrary provision that may be contained in the standard terms of purchase of the Buyer.

ARTICLE 9 - CANCELLATION

9.1 If a party fails to fulfil its obligations, the contract of sale governed by these Standard Terms of Sale shall be rightfully terminated with no legal formality if the other party finds it fit to do so, if the defaulting party fails to remedy its default within (8) days of the receipt of notice demanding fulfilment sent by recorded delivery with acknowledgement of receipt to the defaulting party, without prejudice to any damages that may be claimed from the defaulting party.

9.2 The contract shall further be terminated rightfully by DAT-Schaub France without prior notice if (i) the Buyer repeatedly fails to make payments on time or (ii) if the Buyer is the subject of collective proceedings.

9.3 If the sale is cancelled, any advances paid shall be retained by DAT-Schaub France as damages, and to cover the possible loss relating to the resale of products taken back under this clause.

ARTICLE 10 - FORCE MAJEURE

10.1 The occurrence of a force majeure circumstance shall suspend the fulfilment of the contractual obligations of DAT-Schaub France, which shall not be held responsible for any damages of any kind sustained due to such an event out of its control.

10.2 A force majeure circumstance is any event such as a strike, labour dispute, fire, natural disaster, terrorist attack, riot, arson attack, interference from civilian or military authorities or any other case where an event subsequent to the conclusion of the contract, which is out of the control of the Parties, unforeseeable and unavoidable, is liable to stop or reduce the manufacturing or transport of products or prevent the normal fulfilment of the contract.

ARTICLE 11 - APPLICABLE LAW AND JURISDICTION

Unless otherwise agreed, the contractual relations between DAT-Schaub France and the Buyer, including these Standard Terms of Sale, shall be governed by the laws of France. In the event of a dispute between DAT-Schaub France and the Buyer, the Parties shall endeavour in good faith to settle their dispute amicably. Failing an amicable settlement, the dispute shall be brought before the courts within the jurisdiction of the Court of Appeal of Paris, including in the event of the introduction of third parties or a plurality of defendants.

DAT-Schaub FRANCE - Simplified Joint Stock Company with capital of € 500,000

Registered office: 13 rue des alouettes – 94320 Thiais

Reg. Créteil B 413 724 923 – SIRET no. 41372492300011 – VAT no.: FR 29 413 724 923