

## GENERAL SALES CONDITIONS

### Article 1

1.1. The sales are executed by AREX® (hereinafter called « the Seller ») exclusively under special conditions and under here-mentioned general clauses and conditions. All the other clauses or conditions contrary or different to the present general sales conditions, which may be present in the sales conditions, purchase orders, letters or other documents emitted by a Buyer will be deemed void by the Seller if they were not received in writing.

1.2. The Buyer is considered to have accepted the special conditions and the general sales conditions if he/she has not formulated any written objection to them within five calendar days of the order.

### Article 2

2.1. The Buyer's order must always be made and confirmed in writing; the Seller can always decline it; he accepts it only under condition of availability of the products ordered.

2.2. The order passed by the Buyer with the reserve that it will be shipped only after his/her demand after a certain delay in the future, is taken into consideration only under the condition that the product will be available at the moment of the demand of shipment by the Buyer; this demand has to be by all means sent to the Seller before the deadline indicated in the order. The merchandise that is kept by the Seller pending the Buyer's delivery order will be at the risk and peril of the latter.

### Article 3

3.1. The prices are indicative and the delivered goods will be invoiced by the Seller at the rate in effect on the day of shipment; in addition, and because the products sold are original, the price on the invoice may be revised according to the possible increase in the rate of the foreign currency between the day of invoicing and that of actual payment.  
Franco de Port from three hundred euros.

3.2. Unless otherwise stipulated in the special clauses, the goods are sold in cash and payable to the AREX® bank account.

3.3. In the absence of payment on the due date, any sum due will automatically produce, without formal notice, and from the day after the due date, default interest equal to 1.5% per month of delay. This clause does not release the Buyer from his obligation to pay on the due date.

3.4. In the event that an installment of the price has been accepted by the Seller, the failure to pay exactly one due date on the due date will result, even if it is a question of drafts, if the seller sees fit, of full right and without formal notice, the pay-ability of the remaining sums due.

3.5. In the absence of payment by an agreed deadline, the Seller will have the right to terminate the sale as of right and by the sole effect of a registered letter giving the Buyer formal notice to pay the sums due within 24 hours. In this case, the Buyer will immediately return the goods, and as necessary, he authorizes the Seller to have them taken back himself if he sees fit, wherever it is found; any down payments made by the Buyer will be retained in the hands of the Seller until the damages due to him have been assessed.

3.6. In the event that the Seller should initiate legal action to recover all or part of an invoice, the Buyer shall, as of right, by the sole fact of the service of the writ, and as a damages in addition to the costs admitted in costs, a lump sum compensation equal to 15% of the amount of the sums remaining due on the date of service.

### Article 4

The Seller will endeavor to respect the delivery dates indicated by him. However, in the case of imported products, these deadlines are only indicative and the Buyer may neither cancel his order, nor claim damages for any reason whatsoever due to late delivery. However, if the delay exceeds two months, the Buyer and the Seller will work together to set a new mandatory deadline after which, in the absence of delivery, the Buyer may cancel the order without compensation from either side.

### Article 5

The Seller may deliver the products in original packaging, the quantities of which are determined according to the units of measurement in use in the countries of manufacturing (ounces, pints, gallons, lbs...) which may be different from those agreed; in this case, the Seller may execute the order with a tolerance of 10% more or less compared to the quantities ordered. Invoicing will be carried out for the quantities actually delivered.

### Article 6

Fortuitous events or force majeure as well as any serious impediment beyond the control of the Seller give the latter the right to either terminate the order or suspend its execution; the Seller must keep the Buyer informed of the occurrence of an event of this nature.

If it is a strike by the postal services and in the case of Mail Order, Chronopost's costs incurred to alleviate this event will be borne by the Buyer.

### Article 7

The goods and packaging travel in all cases, even Franco sale, at the risk and peril of the Buyer. It is up to the Purchaser, alone and under his responsibility, to recognize the goods when they are handed over by the carrier and to take all reservations and complete all formalities, procedures and steps towards the carrier and transport intermediaries for safeguard its rights in the event of any missing items, damage or delays. The Buyer will keep the Seller informed.

### Article 8

The defects of conformity or the specific defects of the goods which are revealed by a careful examination and those which are revealed only by a test of use must be denounced by the Buyer to the Seller in writing and at the latest within the period of ten days for the first and thirty for the second, from the day of receipt of the goods. The alleged defect must be established contradictorily, and in this case the parties may agree to a refraction on the price; in the absence of agreement on this refraction, the Seller will have the choice between the return of the price and the down payments paid by the Buyer, or the replacement of the goods recognized as defective, the return of the latter having to be ensured by the care of the Buyer, at his expense, within eight days of the request made to him by the Seller.

The Seller's warranty is strictly limited to the terms and conditions indicated above and the Buyer may not request any compensation other than those provided above for any cause or damage whatsoever.

### Article 9

The information which may be given by the Seller or its representatives relating to the use, destination or application of the product are only indicative, and they do not in any way engage the guarantee or the responsibility of the Seller; in all cases it is up to the Buyer to assess whether the product ordered is suitable for the use he has decided to make of it; in addition, he assumes sole responsibility for any loss or damage caused to property or persons as a result of the handling or use of the product.

### Article 10

Any container consigned by invoice remains the property of the Seller and may not be used for the transport or storage of any other foreign product. Any container must be emptied of its contents and returned to the shipping point within 60 days from the date of invoicing, freight collect. The amount deposited will only be refunded if the container is recognized in good condition.

### Article 11

The Seller expressly waives any express or implied written or verbal warranty against the infringement of any patents with regard to the use of the products provided hereunder.

### Article 12

The products marketed by AREX® are the subject of various registered trademarks; the Buyer may refer to these brands, but respecting the customs, laws and conventions in force on this subject; it will clearly indicate the origin of the products and respect the property rights attached to these brands.

### Article 13

Any dispute concerning the interpretation or execution of this contract will be subject on the one hand to French law, and on the other hand to the exclusive jurisdiction of the Commercial Court of Paris.