



GENERAL CONDITIONS OF SALE

June, 02, 2016

Shall be binding

1. General information

Except otherwise concluded in a written convention, any contract and order from EUREP Industries are governed by the present general conditions of sale of EUREP Industries (hereafter called "GCS"). Acceptance by the Customer of any contract, order concluded with EUREP Industries or of any acknowledgement of delivery from order from EUREP Industries comprising with the back the present CGV implies its pure adhesion, simple, without reserves nor ambiguities and in their entirety of these last CGV its pure adhesion, simple, without reserves nor ambiguities and in their entirety of these last CGV by the Customer and constitutes the only agreement governing the relationship between EUREP Industries and its Customer. No modification will be able to intervene without prior agreement and written of a representative of EUREP Industries. The general conditions of purchase of the Customer, being able to be reproduced on the documents addressed to EUREP Industries, famous are not written. It is only after acceptance by EUREP Industries of the ordering of the Customer, that the two Parts are dependent by the sale contract. The offers are valid within the limit of the time defined by EUREP Industries in its offer which, except contrary stipulation is one month. The additional Supplies will be the offer object new of EUREP Industries. Any request for document other than the declaration of conformity of EUREP Industries must be stipulated at the time of the request for price. The minimum of order and delivery is 500.00 Euros or USD HT and minimum order ANNUAL is 2000.00 Euros or USD HT. A revision of price will be applied if the course of the currency of purchase of the day of delivery varies compared to the course of the currency of purchase indicated on the estimate according to:

$$\text{Formulate: } P = P_o (0.20 + (0.80 \frac{\text{Course of the currency of delivery}}{\text{Course of the currency indicated on estimate}}))$$

2. Conditions of acceptance of the deliveries by the purchaser

2.1. In the absence of particular specifications suggested by the Customer and accepted by EUREP Industries, the characteristics of the sold Supplies will be those which appear in the specifications of EUREP Industries.

2.2. All the complaints on the quality of the Supplies delivered by EUREP Industries will have, to be allowed and allow the application of the 2.3., 2.4. and 2.5. hereafter, being formulated within ten (10) day following the delivery date of the Supply. The reception could not be refused if the Supply, conforms to the specifications of the manufacturer, present of the minor defects not making it unsuitable at its destination or its use. The reception of the Supply releases EUREP Industries of all its obligations other than those to raise possible reserves and complaints on the quality of the Supplies and obligations of guarantee.

2.3. If the purchaser estimates after tests within the framework of a supply that one of the delivered batches is not in conformity, even partially, to the specifications as defined in paragraph 2.1., it will not be able to turn over, after agreement of EUREP Industries, that the totality of this breach. However, the return of Supplies is acceptable by EUREP Industries only if the four following conditions are met.

2.3.1. In each article supposed defective must be attached the precise reason for refusal.

2.3.2. The return must be carried out with EUREP Industries in complete packing of origin and in good condition, with the expenses of the purchaser.

2.3.3. The articles should not have undergone any deterioration for some cause that they are (in particular during operations of storage, control or disassembling, etc...)

2.3.4. The purchaser should not have made any modification to the Supplies.

2.4. In the event of accepted return, EUREP Industries will be able, with his choice, either to replace, or to credit with the price, the products found defective by him

3. Delivery periods

The delivery periods indicated by EUREP Industries get along starting from the date of acknowledgement of delivery of order. Their going beyond can involve neither cancellation of the order, nor allowance, except contrary stipulation accepted by EUREP Industries, if such a stipulation would exist, this one famous would be not written, if the terms of payment are not observed by the purchaser, if the information required by the purchaser did not arrive at the appropriate time, finally if in consequence of a cause beyond control or of a fortuitous occurrence, EUREP Industries were prevented from respecting his engagements.

4. Transport, Insurance

Except stipulation, the articles are dispatched in free port and of packing on the French territory with the risks and dangers of the purchaser. It is up to the recipient to check forwarding with the arrival and to exert, if it is necessary, the recourse against the conveyors, even if forwarding were made free. The dispatched articles are not insured by EUREP Industries, they can be it on particular instruction of the purchaser, and this one will then take the insurance charges in load.

5. Clause of reserve of property

Pursuant to the law of May 12, 1980, the Supplies remain the property of EUREP Industries until the integral payment of all the supplies due at the end of each order. The Purchaser remains however responsible for the protection and the insurance of the Supplies thus delivered.

6. Terms of payment

In the absence of indications in the order, the Supplies are payable in the residence of EUREP Industries, either the cash (cheque, transfer or commercial draft), or within sixty (60) given day as from the date of invoice emitted by EUREP Industries for the customers of which them "clients' accounts" are higher than 5 000 euros HT per annum. For the customers whose "clients' accounts" are lower than 5000 euros HT per annum, the term of payment will be thirty (30) Net days goes back to invoice. An instalment corresponding to 20% of the order could be required by EUREP Industries at the day of the acceptance of the order. The VAT will be invoiced in addition price, at the rate in force at the time of the invoicing. An instalment corresponding to 20% of the order could be versed with EUREP Industries at the day of the acceptance of the order. The VAT will be invoiced in addition price, at the rate in force at the time of the invoicing. EUREP Industries will make run the penalties of delay fixed at three (3.0) the legal rate of interest into force near the Bank of France calculated from day to day, automatically and without setting in preliminary residence.

These penalties are not legal tender for the Customer and cannot thus be regarded as a contractual and final repair damage undergone by the Customer. Consequently, EUREP Industries reserves the right to obtain from the Customer the integral repair of the direct and indirect damage resulting from this delay.

Finally of convention express, and except carry forward granted by EUREP Industries, the non-payment of the Supplies at the fixed limit will involve whatever the mode of payment envisaged. a contentious intervention and the application by way of damages of an allowance equalizes to 15% of the unpaid sum, in addition to the legal expenses and legal interests. No discount shall ever be granted to Client for any early payment. In the event of payment recovery, according to French mandatory law, a 40 EURO lump sum amount shall be charged by EUREP to the Client for recovery costs.

7. Guarantee

If the market product is matched of a guarantee express, this one will be exerted under the following conditions:



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7.1. Exercise of the guarantee the guarantee of EUREP Industries is limited to the replacement of the product found defective by him and does not involve any other responsibility for its share. To in no case EUREP Industries cannot be declared responsible for the direct or indirect consequences, as well on the people as on the goods, of a failure of the market product by him. No allowance can be claimed so with some title that it is.

7.2. Condition of uses the provisions of this guarantee cannot be called upon by the purchaser in so far as the products are employed under normal conditions. The purchaser must conform to the corresponding recommendation of employment professional or, failing this, to the technical note of EUREP Industries and in any case to the code of practice on the matter.

8. Attribution and jurisdiction

In the event of dispute, the French Commercial Court of the place of residence of EUREP Industries shall be only competent, whatever the conditions of payments or sale, even in the event of call in guarantee or plurality of defendants. The applicable law governing EUREP Industries' contracts or orders shall be the French law.

EUREP Industries – 1 AVENUE du Parc Alata – 60100 CREIL – France

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