

**GENERAL TERMS AND CONDITIONS OF SALE**  
**VALTRIS CHAMPLOR SAS**  
(version 1 - 1 August 2018)

**1. INTRODUCTION**

- 1.1 These general terms and conditions of sale ("**General Terms and Conditions of Sale**") shall apply to the sale of products ("**Products**") by Valtris Champlor, a French *Société par Actions Simplifiée* (simplified form of limited company), with capital of EUR 24 million, having its registered office at ZI Baleycourt, 55100 Verdun, registered with the Bar Le Duc Trade and Companies Register under identification no. 495 015 281, (the "**Seller**"), to any customer (the "**Customer**"), and worldwide.
- 1.2 In accordance with the law, the General Terms and Conditions of Sale are the foundation of any business relationship. Any stipulation by the Customer that is contrary to the General Terms and Conditions of Sale shall not apply to the relationship between the Seller and the Customer.
- 1.3 Placing an order shall signify the Customer's full and complete acceptance of the General Terms and Conditions of Sale.

**2. DEFINITIONS**

For the requirements of the General Terms and Conditions of Sale, the following definitions shall apply to the terms set out below:

"**Customer**": Any natural or legal person that purchases the Products from Seller, under any trademark whatsoever, for business purposes.

"**Order**": Acceptance of the terms and conditions of the Seller's offer shown by the Customer sending an order form to the Seller.

"**Special Terms and Conditions**": A whole consisting of the order form, any estimates, distribution agreements entered into with the Customer and any contractual document that applies to the sale of Products by the Seller to the Customer.

"**Affiliate**": Any company or any other entity: a) which is directly or indirectly under the control of one of the Parties, b) which directly or indirectly exercises control of one of the Parties, c) which is directly or indirectly under the control of one of the companies or entities referred to in (b) above. The concept of control is the concept laid down in Article L.233-3 of the French Commercial Code (*Code de commerce*).

"**Agreement**": A whole consisting of the Special Terms and Conditions and the General Terms and Conditions of Sale.

"**Intellectual Property Rights**": Any information that belongs to the Seller, patents, brand names, designs and models whether registered or not, logos, trade name, trade secrets, copyright, inventions, original methods and know-how, databases, technical, commercial or financial information or any other intellectual property right that is protected in one or more countries.

"**Confidential Information**": Any information relating to the business of one of the Parties, its products or services, such as technical, financial or commercial information.

"**Party**": (i) the Customer, and (ii) the Seller, jointly the "**Parties**".

"**Products**": The products designed, manufactured and/or marketed by the Seller, as covered expressly by the Agreement and a complete list of which is limitatively contained in an appendix hereto.

"**Specifications**": The features of the Products sold, as described in the Order.

"**Seller**": Valtris Champlor SAS, which specializes in the manufacture and marketing of the Products defined above.

**3. OFFERS AND ORDERS**

- 3.1 The Seller's offer may be sent to the Customer in writing or given verbally. It shall only be binding on the Parties when it has been duly accepted and approved by the Seller under the conditions set forth in Article 3.4 below.
- 3.2 To be valid, an Order by the Customer sent to the Seller must contain the following:
- a list of the Products, the quantity and Specifications thereof;
  - where applicable, the address for delivery;
  - the desired delivery date; and
  - the price corresponding to the Order.

- 3.4 The Order shall be accepted by the Seller by sending advice of receipt (by letter, email or fax) to the Customer within three (3) working days as from receipt of the Order. If the Customer does not receive this confirmation within this time, the Order shall be deemed to have been rejected.
- 3.5 Orders placed under the conditions set forth in this article may only be cancelled, postponed or changed by the Customer if it has received the Seller's written agreement thereto. In the event of agreement, any costs incurred (directly or indirectly) due to the cancellation, postponement or change shall be borne by the Customer in full.

**4. DELIVERY AND ACCEPTANCE**

- 4.1 Delivery shall mean, depending on the case, the collection by the Customer of the Products from the Seller's premises or the sending of the Products by the Seller to the address shown in the Order. Deliveries shall depend on the availability [of Products] at the Seller's premises.
- 4.2 The Seller undertakes to deliver the Products to the Customer in accordance with the Specifications described in the Order. However, in view of the type of the Products, if the quantity delivered is ten per cent (10%) more or less than the quantity ordered, the Customer may not dispute the delivery and shall pay the amount corresponding to the quantity actually delivered.
- 4.3 The Seller shall do everything possible to comply with contractual delivery dates. However, late delivery shall not under any circumstances give rise to the cancellation of the sale or compensation for the Customer.
- 4.4 Where the Products are collected by the Customer from the Seller's premises, transportation shall take place in accordance with the Seller's specifications, which the Seller shall send to the Customer, or directly to the carrier to ensure that safety precautions during carriage are duly taken. In particular, the safety conditions described in Article 8.4 below must be met by the Customer, its carrier or any person it sends to the Seller's premises. The Seller shall not be liable for any damage or loss arising from failure by the carrier or the Customer to comply with the schedule of conditions.
- 4.5 The Seller reserves the right to arrange delivery of the Products in several batches, with invoices being sent corresponding to each batch delivered.
- 4.6 The goods shall travel at the Customer's risk even where they are sent carriage-paid. The Customer must check the quantities delivered when the goods have been received. Apart from the cases referred to in Article 4.2 above, in the event products are missing or damaged on arrival, the Customer must:
- (i) record its reservations on the carrier's receipt, specifying the quantity that is missing, damaged or the subject of a complaint.
  - (ii) send confirmation of these reservations to the carrier within three (3) working days after delivery by recorded delivery letter under the conditions of Article L.133-3 of the French Commercial Code.
- Failing this, the Products shall be deemed to have been accepted and to comply with the order form.
- 4.7 If the Customer notifies the Seller of the existence of latent defects within five (5) working days as from the discovery thereof, the Seller undertakes to take a sample of the Products in order to identify the defects.
- If, within twenty (20) working days as from receipt of the sample, it identifies the existence of the defects reported by the Customer, the Seller shall have the following options, excluding any other compensation the Customer may claim from the Seller. It may:
- (i) replace the Faulty Products;
  - (ii) reimburse the Customer for the price corresponding to the Faulty Products; or
  - (iii) grant a rebate on the price to the Customer.

In the event of a dispute between the Parties about the defects reported by the Customer, the Parties shall agree to appoint a third party to carry out an independent analysis and to identify the existence of and the reasons for the defects in the Products. If this analysis shows that a defect was due to the Seller, said Seller shall implement one of the three above-mentioned options *vis-à-vis* the Customer as quickly as possible.

The time in which the Customer must report any defects shall be two (2) working days for defects that were apparent and visible when the Products were first inspected upon delivery.

In any event, the provisions of this article shall not apply where the Products have been altered, changed or improperly used by the Customer. Furthermore, the Customer acknowledges that the statutory warranty provided for in Articles 1641 *et seq.* of the French Civil Code (*Code civil*) is expressly excluded by these General Terms and Conditions of Sale, as the Customer shall use the Products strictly for business purposes and it is aware of and fully understands the properties, features and uses thereof.

- 4.8 Unless the Customer reports any defects under the conditions set forth above, the Products shall be deemed to comply with the Specifications and to have been finally accepted by the Customer.

- 4.9 If the Customer fails to take delivery of the Products under the conditions and within the time limits provided for in the Agreement, the Seller may:
- (i) either consider the sale to be terminated automatically, in accordance with Article 1657 of the French Civil Code, merely by the end of the time limit, without any judicial formality and without prejudice to the rights to damages due to the failure to collect [the Products] within the agreed time;
  - (ii) or send a formal demand to the Customer by ordinary recorded delivery letter that it collect the Products and, failing this, store them at a place chosen by the Seller in accordance with Article 1264 of the French Civil Code. Regardless of the terms of payment originally agreed, the price shown in the invoice involved shall be immediately payable and shall be increased by the storage costs.

The Customer may not require the Seller to choose one or other of the above-mentioned options.

## 5. LIABILITY

5.1 The Products shall be of merchantable quality and fit for purpose. However, they are not guaranteed for uses other than those recommended in the data sheets and safety data sheets. Accordingly, the Seller shall not be liable for the consequences of improper use that does not comply with these documents.

5.2 Accordingly, the Customer undertakes to:

- (i) check that it has the documents required to use the Products such as the data sheets or the safety data sheets;
- (ii) check that the Products are compatible with the other substances or materials it uses in its production process.

5.3 Furthermore, the Seller shall also not be liable in the event of the abnormal use of the Products, in particular at the end of Products' conservation period as defined by business practices or by the data sheets.

5.4 The Seller shall only be liable to the Customer in the following cases:

- failure to fulfil one of its obligations within the scope of the sale of the Products,
- personal injury or death of an individual due to negligence by the Seller,
- pursuant to the regulations applicable to the safety of the Products,

5.5 Notwithstanding the other stipulations of this Article, the Seller shall not be required to compensate the Customer for the following damage or losses:

- (a) financial loss of any kind whatsoever (including in particular any missed gain or opportunity, commercial damage, loss of turnover or profits, loss of customers, loss of an opportunity);
- (b) damage or losses attributable to the Customer;
- (c) damage to the Customer's reputation or image;
- (d) costs due to termination of business; or
- (e) specific losses or damage that were indirect or not foreseeable when the Agreement was entered into, where this damage or loss is due to the performance of the Agreement, even in part, or the failure to perform the Agreement.

5.6 In any event, the Seller's financial liability may not exceed the amount of the Order in progress with the Customer.

5.7 The Seller may terminate the Agreement and/or any other agreement entered into with the Customer or postpone shipping Products or block Products in transit in the following cases:

- (i) failure by the Customer to fulfil one of its obligations under the Agreement entered into with the Seller;
- (ii) failure to pay or late payment of any of the Seller's receivables whatsoever;
- (iii) the death, incapacity, court-ordered reorganization or liquidation, or the insolvency of the Customer;
- (iv) dissolution of the Customer or a change in the Customer's legal or financial position.

In this case, immediate and advance payment of the agreed prices shall be required as an exception to the payment times set out below. In addition, the Seller reserves the right to claim compensation for any losses it may have sustained due to any default by the Customer whatsoever.

5.8 In any event, the Seller reserves the right to cancel the sale in whole or in part, in the case of a force majeure event or an event that could stop or reduce the production or transportation of the goods and if there is a change in the Customer's position that endangers the Seller's receivables for any reason whatsoever. The Seller shall promptly inform the Customer of any event that may trigger cancellation as soon as it is aware thereof.

## 6. PRICES AND PAYMENT

6.1 Prices shall be established on the basis of the price list of which the Customer shall be informed in the notice of receipt of the Order. They shall be stated exclusive of VAT, and all related duties, transportation costs and taxes shall be borne by the Customer. It is understood that prices may be changed by the Seller, depending in particular on changes in prices, weather conditions and any other element that may affect prices. In this case, the Seller shall inform the Customer thereof as quickly as possible and prior to any new Order.

6.2 The Seller reserves the right, by notifying the Customer at least ten (10) working days prior to the delivery date, to change the prices of the Products in order to pass on any increase in the cost of raw materials, production or delivery that has occurred. The Customer may cancel the Order within five (5) working days as from receipt of this notification, by giving notice thereof to the seller in writing.

6.3 Unless stipulated otherwise by the Parties, payment of the Products shall be made within twenty (20) calendar days as from the date of the invoice by bank transfer to the bank account shown on the Seller's invoice.

6.4 For subsequent sales, the Seller reserves the right to change the terms of payment, either the method or the time allowed for payment, in particular in the event of a change in the law, economic factors or the Customer's financial position. These new terms shall apply immediately to any new Order. However, if there is an agreement between the Parties that applies to the Orders, the Seller shall inform the Customer of any such changes by letter sent by recorded delivery at least two (2) months before the new terms of payment come into force.

6.5 The Seller also reserves the right to make acceptance of the Customer's Order contingent on the payment of a deposit.

6.6 The Seller will not give any discount if payment has been made earlier than the time periods stipulated above.

6.7 As per article L441-6 of French Code of Commerce, if payment has not been made within the time periods stipulated above, the Customer shall automatically be liable, without any formal demand by the Seller being necessary, for payment of lump-sum compensation for recovery costs of forty (40) euros and a late payment penalty equal to the interest rate applied by the European Central Bank to its most recent refinancing transaction, plus ten (10) percentage points.

6.8 No complaint or dispute shall authorise the Customer to suspend payment of payable invoices. No set off and no right to withhold payment shall be allowed as regards sums owed to the Seller. Only credits that may be issued by the Seller to the Customer may cancel invoices in whole or in part.

6.9 The economic conditions of the Agreement shall be freely set by the Parties when they sign it. It is therefore expressly agreed that, in the event of a major change in the economic, technical, regulatory or other conditions and in particular an increase in the cost of the raw materials required to produce the Products which would make the performance of the Agreement particularly unfavourable to the Seller, the Parties shall meet and shall examine together the conditions under which the Agreement may be adapted so as to bring the financial terms of the Agreement into line with the new situation. Any refusal by the Customer to renegotiate the Agreement in good faith shall be considered as a breach which could entail the termination of the Agreement pursuant to Article 5.7 of the General Terms and Conditions of Sale.

## 7. TRANSFER OF TITLE AND RISK

7.1 The risk related to the Products shall be transferred to the Customer as follows:

- (i) where the Products are delivered to the Customer's address as provided for in the Agreement, at the time they are actually delivered to the Customer's premises;
- (ii) where the Products are delivered by the Customer's carrier, at the time the Products are transferred by the Seller to the carrier.

7.2 The transfer of title to the Products shall be subject to the payment of the price by the Customer in full when due and the actual receipt thereof by the Seller. Until the Seller has received said payment, the Customer agrees to refrain from using the ownership of the Products as a pledge or assigning said ownership as a guarantee.

## 8. HEALTH AND SAFETY

- 8.1 The Products shall be produced in accordance with accept practices, prudence and professional practices, in compliance with the regulations that apply to health and safety.
- 8.2 They shall be as safe as the Customer can legitimately expect them to be and shall not pose any risk to health provided they are used in accordance with the Seller's instructions and the information provided and if they are used with the necessary safety precautions. If the Customer has any doubt about the use of the Products, it must contact the Seller and request the necessary clarifications.
- 8.3 The Customer shall be responsible for compliance with safety standards in using and reselling the Products.
- 8.4 Pursuant to the regulations applicable to classified industrial installations called the "Seveso regulations" based on European Council Directive 96/82/EC of 9 December 1996, the Seller has taken all the necessary measures in order to ensure the safety of the site. For this purpose, it has drawn up a safety protocol, of which the Customer, its carrier or any other agent must be aware. The Customer thus undertakes to meet the conditions laid down in this protocol when it visits the Seller's premises and during any loading of the Products, whether this is to guarantee the protection of the environment or to prevent the risks linked to safety for individuals on the Seller's site.
- 9. REACH**
- 9.1 Both Parties represent that they are fully aware of Regulation No. 1907/2006 concerning the registration, evaluation, authorisation and restriction of chemicals ("REACH"), and its obligations pursuant to this regulation.
- 9.2 The Seller shall implement all resources to comply with the REACH regulation depending on the Products that are being sold, excluding all the obligations which the Customer especially has to fulfil, in particular where it acts as distributor in a European Union Member State.
- 9.3 In any event, the Parties undertake to inform each other of any procedures they carry out with a view to complying with this regulation and shall assist each other where necessary.
- 10. FORCE MAJEURE**
- 10.1 A Party shall be relieved of contractual liability for failure to perform any of its obligations under the Agreement, if this failure is due to an event of force majeure (as defined in article 10.2). It is not possible to rely on force majeure with respect to payment obligations.
- 10.2 Under the General Terms and Conditions of Sale and notwithstanding the definition by French case law, force majeure means any unforeseeable circumstances beyond the reasonable control of the Party invoking force majeure, which makes the performance by this Party of any of its obligations dangerous, greatly unbalanced or impossible.
- It is hereby expressly agreed that force majeure will include amongst other events but not limited to : war declared or not, civil disturbance, riot, revolution; act of piracy, sabotage; boycott, strike, lock-out, or other protest actions, external to the Parties or not; accident; fire, explosion; natural disaster such as violent windstorm, hurricane, earthquake, tidal wave, lightning destruction; bad weather; flood; interruption of production or of delivery from a supplier of a Party; interruption of transport; blockade; restriction of exports; import or export ban; and government action.
- 10.1 Upon occurrence of an event of force majeure, the relevant Party shall notify the other Party as soon as possible by recorded letter with acknowledgment of receipt.
- Performance of obligations actually impeded by the event of force majeure is suspended as long as the aforesaid event of force majeure persists.
- In the event force majeure lasts more than thirty (30) calendar days from receipt of the notification, any Party will be entitled ipso jure to terminate the Agreement by written notification taking the form of a recorded letter with acknowledgment of receipt, with immediate effect.
- 11. CONFIDENTIALITY**
- 11.1 Any Confidential Information disclosed by one Party to the other shall remain the property of the Party that disclosed it.
- 11.2 Both Parties undertake to keep confidential and only to use the Information exchanged for the purposes of the Agreement. At no time whatsoever during or after the fulfilment of the Order may the Parties use or disclose (directly or indirectly) any Confidential Information for the benefit of a third party without the prior written agreement of the Party that disclosed it.
- 12. INTELLECTUAL PROPERTY RIGHTS**
- 12.1 The Parties acknowledge that the Agreement they are entering into does not entail any transfer of ownership of any kind whatsoever of the Intellectual Property Rights that each of them holds.
- 12.2 In the event the Customer becomes aware of a risk that the Seller's Intellectual Property Rights may be breached, it undertakes to inform the Seller thereof as quickly as possible and to provide the support the Seller shall need in order to assist it to take the measures necessary to protect its rights that have been endangered.
- 12.3 Unless the Parties expressly agree otherwise, the Seller's Intellectual Property Rights may not be exploited in any way whatsoever (in particular making alterations, changing or merely using them) by the Customer.
- 12.4 The Customer agrees to refrain from using the Seller's name or any of the Seller's Intellectual Property Rights on advertising, promotional or any other kind of media without the prior written agreement of the Party that owns said right. However, this shall not prevent the Parties from referring to the fact that they are the buyer/the seller of the Products that are the subject hereof.
- 13. NOTICES**
- Notices pursuant to this Agreement shall be sent in writing and may be:
- (i) hand delivered or sent by recorded delivery letter with advice of receipt, in which case it shall be effective on the date it is received; or
  - (ii) sent by fax, in which case it shall be deemed to be effective on the date of transmission; or
  - (iii) sent by express courier known to deliver within 24 hours, in which case it shall be deemed to be effective two (2) working days after collection by the courier.
- 14. GENERAL PROVISIONS**
- 14.1 The contractual relationship created between the Parties may not be considered as creating any relationship of subordination or dependence between them. At no time may it be characterised as an agency agreement, an employment contract or a sub-contracting agreement.
- 14.2 Any amendment of these terms and conditions shall immediately apply to Orders placed after the date of the amendment.
- 14.3 The fact that one of the Parties does not require the other Party to fulfil one or more of the provisions hereof shall not be considered as a waiver of these provisions.
- 14.4 Any Affiliate of the Seller, as defined in Article 2 hereof, shall be authorised to act instead and in the place of the Seller for the purposes hereof. Furthermore, the Seller reserves the right to assign, convey, delegate or sub-contract its obligations or its rights pursuant hereto.
- 14.5 If the Customer wishes to assign, convey, delegate or sub-contract one of its obligations, it must obtain the Seller's prior written agreement.
- 14.6 In the event any of the provisions hereof is deemed or declared invalid or null and void by a court with jurisdiction, the clause or the part of the clause involved shall be replaced by a valid provision with the equivalent effect, insofar as this is possible, and the other provisions shall all remain in force and shall be interpreted so as to respect the original intentions of the Parties as expressed in the General Terms and Conditions of Sale.
- 15. GOVERNING LAW AND JURISDICTION**
- 15.1 These General Terms and Conditions of Sale and the Agreement shall be governed by French law.
- 15.2 Any dispute relating hereto shall be referred to the Paris Commercial Court (*Tribunal de commerce*) which shall have jurisdiction even if there is more than one defendant or in the event of action under warranty and notwithstanding any clauses to the contrary.