

STANDARD TERMS AND CONDITIONS OF SALE

1. PURPOSE

These Standard Terms and Conditions of Sale are applicable to the agreement between the **Buyer** and **Hicarex** (a French limited liability company with a share capital of €500,000, with its registered office at 46 avenue du Président Wilson - 75116 Paris; registered with the company registration office of Paris under the number RCS Paris B 421 588 757).

By placing an order, the Buyer wholly and unreservedly agrees to these Standard Terms and Conditions of Sale and abandons its own terms of purchase regardless of its contents and notwithstanding any contrary provisions or prior agreement.

Any failure from Hicarex to enforce any of the provisions of these Standard Terms and Conditions of Sale may not be deemed a waiver of such right.

2. ORDER APPROVAL

The sale shall become complete only after the express approval of the Buyer's order by Hicarex; or, in case of partial approval, within the scope of that approval. Hicarex shall only be held liable by the terms of its approval of the order, notwithstanding any prior negotiations or agreements.

The order shall become final and binding when it is confirmed in written. The order is destined to the Buyer only and may not be transferred to a third party without the consent of Hicarex. A fixed administrative fee of thirty euros exclusive of VAT shall be collected for orders with values of less than 500 euros exclusive of VAT. Hicarex may decline an order without prior notice or indemnification if the Buyer has repeatedly defaulted on its payment(s).

3. TIME OF DELIVERY

The time of delivery at the factories or warehouses of Hicarex are non-binding and provided for information only. Deliveries depend on availability and are on a first-ordered, first-served basis. While Hicarex shall exercise its best efforts to deliver the order within the stated time of delivery, the Buyer may not cancel the order or claim any indemnification based on a delay in such delivery.

Hicarex may deliver the purchase in full or partially.

Hicarex may suspend the deliveries :

- If the Buyer defaulted on its payments due;
- If the Buyer has not sent the required information within the agreed-upon period;
- In case of force majeure or events such as strikes, epidemic, fire, flood, tooling accidents, transport stoppage or delay, or any other cause that forces the manufacturer or its suppliers to stop working completely or partially.

If the abovementioned events occur, Hicarex will endeavor to notify the Buyer in due time.

4. DELIVERY - TRANSPORTATION

The delivery shall occur either by handing the products directly to the Buyer, or by notifying the Buyer that the order is available for pickup at a Hicarex factory or warehouse, or by handing the products to a shipper or to a shipping company that will carry it to the Buyer.

The Buyer shall inspect the goods (in terms of quality and quantity) as soon as it is delivered, in front of an agent of the shipping company. No complaint will be admissible unless it has been made on the day of delivery or unless a reservation has been made to the shipping company at the day of delivery, followed by a confirmation to Hicarex by registered letter with proof of

receipt sent within 48 hours. Furthermore, pursuant to the article L133-3 of the French Code of Commerce, the Buyer has three days starting from the delivery of the products to notify the shipping company of its well-founded reservations.

The Buyer shall provide any proof of the defects or faults of the products. The Buyer shall facilitate the access to the goods to Hicarex so that Hicarex may verify the defects and/or faults and repair them. If the products are delivered inside packaging, the Buyer may not attempt to repair them or to have a third-party repair them.

5. INVOICING

An invoice will be issued for each delivery, on the day of delivery.

Orders placed from the European Union are subject to the French VAT unless the Buyer's VAT identification number is provided when the order is made.

6. PAYMENT

Subject to the following provisions, and unless contrary agreement between the parties, the invoices are payable sixty days from the date of the invoice.

Hicarex may require guarantees or the immediate payment of the invoice or a payment by sight/demand draft before processing the order if the Buyer's credit deteriorates. Depending on the level of risks (particularly in relation to a change in the Buyer's legal capacity or professional activity, or when the Buyer's business is assigned, rented, lodged as a collateral or brought to the capital of another company if such actions deteriorate the Buyer's credit), Hicarex may at any time set a limit on the Buyer's unsecured credit and request guarantees or modify the dates of payment.

A payment before the due date may not give right to a discount.

Any discount or bonus shall be repaid only after all the invoices in relation to the discount or bonus have been duly paid. Discounts or bonuses will be automatically voided if the Buyer paid one or more overdue invoices only after having received a formal notice.

Any amount that Hicarex may owe to the Buyer based on discounts or credit notes will be set off against the balance due or to be due by the Buyer. Hicarex and the Buyer shall agree on the invoices that will be offset by the discounts or credit notes.

The Buyer may not stop or offset the payment without prior written consent from Hicarex. Any partial payment will apply to the oldest amount owing.

7. LATE PAYMENT

In case of late payment (including the late payment of an installment when the purchase is to be paid by installment), Hicarex may require the full payment of all the existing orders of the Buyer, even though drafts or bill of exchanges may have already been drawn on the orders, if the Buyer still has not paid the amount due within twenty-four hours after a registered letter with proof of receipt has been sent.

Furthermore, any late payment will result automatically and without prior notice in penalty fees of an amount equal to the interest rate of the European Central Bank during its latest refinancing operation plus 7 percentage points. Such penalty does not constitute a waiver from Hicarex to require from the Buyer the payment of prior orders on a collect on delivery basis.

If the payment of the principal and/of the late penalty fees are delayed, Hicarex may termi-

nate the sale without prior notice; furthermore, Hicarex may require a référé (provisional court) order to return the products. Such decision does not constitute a waiver from Hicarex to claim any other damages. The termination will affect the current order, as well as all the other prior unpaid orders, regardless of whether they have been delivered or are being delivered, or whether their payment are due or not.

When the payment is made by drafts or bills, failure to return the instrument will be deemed as a refusal to pay equivalent to a default.

Furthermore, the Buyer shall refund all the expenses related from the legal recovery of the amounts owed (including the fees of the legal professionals involved), in addition to the fixed penalty of € 40 pursuant to the article D441-5 of the French Code of Commerce.

8. RETENTION OF TITLE

Hicarex remains the sole legal owner of the goods regardless of their status of delivery until complete payment of the full amount of the invoice and of any additional fees. The provision by the Buyer of an instrument promising a future payment, whether as a sight draft or any other form, may not be deemed as a payment. The original debt owed by the Buyer to Hicarex as well as all its related guarantees and collaterals still exist. The Buyer must keep the delivered products separate as long as their payment has not been fully made. The Buyer shall immediately notify Hicarex of any seizure of the goods or of any third-party action on the goods so that Hicarex may oppose such actions and assert its rights. Furthermore, the Buyer may not use the goods or their ownership rights as collateral. The Buyer has however the right to resell the products under its normal business activities. In such case, the Buyer shall immediately pay the remaining amount due to Hicarex.

9. PRODUCTS RETURN

Unless in case of special circumstances appropriately proved by the Buyer, the Buyer may not return the product to Hicarex.

In case of such special circumstances, the Buyer may proceed to return the goods only after a prior and written consent exclusively issued by the Sales Department of Hicarex. The sales representatives of Hicarex do not have the power to authorize returns or to retake possession of the sold goods.

Only unused products inside their original packaging may be returned.

No return will be allowed after 15 days from the date of delivery of the products, or after 15 days of the notice that Hicarex approves the return. A return form must be enclosed with the returned goods; and the returned goods must be sent back in the same state as they were delivered.

Returns will be shipped prepaid, and the Buyer shall bear all the risks and expenses related to them.

10. WARRANTY - LIABILITIES - LIMITATION OF WARRANTIES AND LIABILITIES

In addition to the legal guarantee provided by the article 1641 et seq. of the French Civil Code, Hicarex offers the Buyer a one-year warranty starting from the date of delivery and covering the normal use of the products by end-users in accordance with the recommended uses of the products. Such warranty includes only the repair, the replacement or the refund of faulty products.

In any case, the Buyer agrees that any liability of Hicarex resulting from or in relation to the per-

formance of the provisions of the agreement will be limited to the price invoiced to the Buyer for the products covered by the claim, regardless of the legal basis of its claim and the method used to assert it. The Buyer acknowledges that Hicarex may not be held liable for any commercial or financial loss (such as loss of profits, loss of sales, commercial disruptions...) or for any complaints made by a third-party against the Buyer.

Any claim must be filed with the product and its batch number (printed in the packaging and/or in the product itself).

This warranty does not apply to design faults in case of products manufactured off plans or in case of samples.

The warranty does not apply in case of damages resulting from improper use of the product. Hicarex may not be held liable for material or personal injury when the product was not installed in accordance with the law and regulations or with the standard safety practices.

The warranty does not apply when the products have been used abnormally or under different conditions than those for which they have been intended.

The warranty does not apply when the damage, failure or injury result from impact, fall, carelessness, lack of surveillance or lack of maintenance, or when the equipment had been altered or serviced by a non Hicarex approved person or company, or serviced with non-original spare parts, or more generally by any failure or damage resulting from external causes

11. INTELLECTUAL PROPERTY AND PATENTS

As professional of its industry, the Buyer shall ensure that the products it orders from Hicarex do not infringe on the Intellectual property or patent hold by a third-party, failing which the Buyer will be the sole liable for any third-party action or claim and shall indemnify and hold Hicarex harmless for such actions or claims.

12. GOVERNING LAW - JURISDICTION

The agreement between Hicarex and the Buyer is governed by the French law. Any claim, litigation or legal action arising or resulting or in relation to these Standard Terms and Conditions of Sale will be under the exclusive jurisdiction of the Commercial Court of Paris