

ARTICLE 1 - PURPOSE

These General Conditions of Sale, (hereinafter referred to as 'GCS') serve the purpose of setting out the terms and conditions for delivery of products (hereinafter referred to as the 'Products') supplied by POUOMET to its customers.

ARTICLE 2 - CONTRACTUAL DOCUMENTS

All products supplied by POUOMET are governed by the contractual documents mentioned herein, where they exist, in decreasing order of priority as follows: The Specific Conditions or order confirmation, the GCS, the quotation, the order, the specification and the technical product specifications. All of the aforementioned documents form the contract which binds the Parties (hereinafter referred to as the 'Contract'). This excludes application of the Client's GCS.

ARTICLE 3 - APPLICATION, ENFORCEABILITY

The GCS, and more generally the Contract, supersede any other document governing the Products. Any order placed by the Client entails its full compliance with all the contractual documents, to the exclusion of all other documents or terms and conditions. The Contract takes effect on the date it is signed by both Parties or on the date on which written confirmation of the order is sent by POUOMET.

ARTICLE 4 - OFFERS

4.1. The details on POUOMET's catalogues, notes and price lists, and technical and commercial documentation are solely indicative and do not constitute formal offers. As such, POUOMET may amend them without prior notice.

All offers negotiated by our sales representatives only become contractual once they have been directly accepted by our company in writing.

4.2 POUOMET's obligations are strictly limited to the provisions of the Contract, with the Client taking responsibility for identifying its needs.

4.3 The offer is firm for the period of validity stated or, in the absence of this, for 10 days from the date on which it is made. In the absence of a response within this timescale, the offer shall legally lapse.

ARTICLE 5 - TIMESCALES

The timescales for delivery or availability of Products run from the date the order is confirmed by POUOMET. They are only provided as a guide, unless otherwise stipulated, and exceeding them shall not entail cancellation of the contract, nor any indemnity.

ARTICLE 6 - TERMS AND CONDITIONS FOR PRODUCT DELIVERY

6.1. General Points: The Products are produced in accordance with best practices and in adherence to the applicable regulations, with the normal tolerances within the profession. A Client is responsible for all costs for Product development and all trials and supplementary checks requested by it.

6.2. Amendments to the Terms and Conditions of Delivery In the event of an amendment to the terms and conditions of delivery, and particularly an amendment to the applicable regulations, POUOMET shall pass any possible financial consequences on to the Client. In the event of an amendment to the Contract on the part of the Client, the Parties agree that the Client shall immediately pay a compensatory indemnity, either to the value of the deleted Products, or the surcharge enforced by POUOMET for the amendments. The Products that have been delivered, or are in the process of delivery, and the expenses incurred through the Contract shall remain the Client's responsibility.

6.3. Additional Provisions: Any additional provision shall be subject to a written request from the Client. The Parties shall formalise their agreement on said amendments or additional provisions.

6.4. Order Cancellation: The Client may not cancel an order. If the Client fails to comply with this, it shall remain legally liable for a compensatory indemnity in the value of the cancelled order.

ARTICLE 7 - DELIVERY, TRANSPORTATION AND TRANSFER OF RISK

7.1. Packaging: The Client is responsible for the cost of the packaging selected by POUOMET.

7.2. Delivery: The Products shall be either delivered directly to the Client, made available by simple notification, or handed to a courier or haulier on-site at POUOMET. Any authorisation or legal formality obtained, specifically related to import or foreign exchange, that is required for the importation of, or payment for Products, shall be the Client's responsibility. If the Client delays the delivery, 5% of the invoice amount will be legally billed to it on a monthly basis in respect of storage fees and losses.

7.3. Incoterms: The Incoterms 2010 shall apply. The EXW Incoterm applies, except in specific circumstances. The Products shall travel at the Client's risk from the moment of delivery of the products mentioned herein at Article 7.1 above.

ARTICLE 8 - RECEIPT, COMPLAINTS

8.1. It is the Client's responsibility to check the Products upon arrival and to immediately mark any concerns on the delivery note, in addition to sending a notification by registered post with acknowledgement of receipt to the haulier within 48 hours, and pursuing, if appropriate, any recourse directly with the haulier, at its own expense. The Client will be directly indemnified by the haulier upon presentation of supporting documents. The amounts delivered and invoiced may differ from the quantities ordered within the contractual limit or the limit set by standards.

8.2. The Client must immediately notify POUOMET of any concern it has with regard to the intrinsic quality of the Products, by way of letter sent by registered post with acknowledgement of receipt, within eight calendar days from the date of delivery specified in Article 7.2, together with all appropriate information and analyses. The Client's complaint shall not be admissible if it fails to comply with the above. Any Product return must be expressly accepted by POUOMET. The Client is responsible for the costs and risks involved in the return.

8.3. Penalties: Penalties shall only apply if they have been expressly specified by the Parties, and only outside of the circumstances set out in Article 8.4. below. Any penalty shall take the form of a fixed, capped final sum, calculated on the product prices effectively assigned, to the exclusion of delays resulting from the non-fulfilment of commitments on the part of the Client (misinformation, failure to meet payment deadlines, etc.) or where no actual harm has been caused. Unforeseen circumstances and force majeure, as stated in 8.4 below, shall legally grant the suspension of the Contract in progress or its delayed fulfilment on the part of POUOMET, without any indemnity.

8.4. Limitations and Exclusions: It is the Client's responsibility to check that the Products meet legal requirements and applicable regulations for the type of application and intended use planned. The Client must ensure, prior to their development and production, that the Products are suitable for their intended use. POUOMET shall not incur any responsibility in this respect. POUOMET's responsibility is expressly limited to recovery of the Products in question. Products for which the Client has obtained a replacement or a reassurance of conformity shall be dispatched at the expense of POUOMET, with the choice of route and transporter being that of the latter. If Product conformity is established, the redelivery shall be at the Client's expense.

Failures caused by a unilateral action on the part of the Client or a third party, due to non-adherence to POUOMET's recommendations or instructions, due to a breach on the part of the Client in one of its obligations, due to poor storage conditions, or even due to an error arising from incorrect data supplied by the Client, shall not be the responsibility of POUOMET. POUOMET is also exempt from Failures arising from the misconduct of a third party or the Client, from the conversion of Products or from an event of force majeure. POUOMET shall not be responsible for breaches resulting from something which makes the fulfilment of its obligations more difficult or impossible, and particularly with regard to the following circumstances: riots, epidemics, natural disasters, POUOMET supply disruptions, total or partial transport disruption, the breakdown of machinery or tooling, accidents, strike, 'lockout', factory

occupations and civil unrest.

ARTICLE 9 - PRICING

9.1. Deliveries are made at the prices stated in the Contract. The prices are net, exclusive of taxes. They can be reviewed in accordance with cost variations of their constituent elements within the framework of current legislation. Price variation cannot under any circumstances be a reason for cancellation. All customs duties, taxes and levies are the Client's responsibility.

9.2. In the event of amendment of the economic, tax or social regulations, or any other grounds which affect the structure of the Contract, POUOMET may legally add the effects of this change onto the Product prices, unless the Contract is terminated by letter sent by registered post with acknowledgement of receipt.

ARTICLE 10 - TERMS AND CONDITIONS OF PAYMENT

10.1. Payment Methods: Invoices are payable by bank transfer within 30 (thirty) calendar days from date of invoice. Any dispute arising between the Parties shall not permit the Client to unilaterally suspend payments and/or to make deductions or effect compensation. Any dispute relating to invoices must be raised within fifteen calendar days of the date of invoice, and shall be the subject of a letter of justification to be sent to POUOMET by registered post with acknowledgement of receipt. Disputes will not be admissible beyond this timescale.

10.2. Late Payment: Any default in payment shall rightfully incur a penalty of 10% (ten percent) of the overall amounts due, which will be legally applied in order to cover handling fees and is also legally based on:

- the application of legal interest for late payment in an annual sum of 12% (twelve percent) of the amount paid late each year,
- the immediate enforceability of the debt (including the deadline which was not adhered to and plus other unpaid amount, and any amount for which bills of exchange have been issued).

- the requirement on the part of POUOMET for advance payment for fulfilment of any subsequent deliveries.

- the suspension or cancellation of the Contract or orders in progress, in accordance with Article 14 below,

- a lump-sum recovery compensation of €500 (five hundred Euros). If the resulting recovery fees are greater than the aforementioned compensation, the Client shall be responsible for them.

ARTICLE 11 - RETENTION OF TITLE CLAUSE (Law n°80.335 of 12th May 1980)

POUOMET expressly retains ownership of the Products delivered until payment has been submitted in full for the price of the sale plus any interest, fees and ancillary costs. Under this article, the issuing of a document which forms an obligation to pay does not constitute a payment. The Client may not pledge the Products as collateral, nor use them in any way as a guarantee until they have been paid for in full. A default in payment may entail a claim for recovery of the Products. The Client shall undertake to keep them in their original state, and shall not convert them in any way, in order that they cannot be confused with other products. The Client shall immediately surrender ownership of a Product resulting from any conversion, in order to guarantee the rights of POUOMET. In application of this clause, payments received will be applied as a priority to the Products that are not retrievable in their original state.

ARTICLE 12 - RESPONSIBILITY, RISK COVERAGE AND INSURANCE**12.1. Responsibility:**

POUOMET is responsible for any damages it causes during the fulfilment of its obligations in respect of the Contract, irrespective of the reason for any acts or omissions by its agent or sub-contractors involved in the fulfilment of the Contract. If the Client suffers damages due to poor conduct on the part of POUOMET, the latter will be held responsible for swiftly remedying any losses, as a result of all causes, in the sum equal to the value billed by POUOMET for the delivered Products in question. The aforementioned amount may, under no circumstances, exceed the sum of €35,000 (thirty-five thousand Euros) per harmful occurrence, and €100,000 (one hundred thousand Euros) in one calendar year. The Client commits that it shall hold POUOMET harmless of any third party claim which exceeds the aforementioned limits, waive any claim against POUOMET and its insurers and, as part of this commitment, acknowledge any claim brought in a sum greater than the aforementioned amount.

12.2. Mandatory Insurance: POUOMET guarantees that it shall subscribe to and hold insurance contracts with a reputedly solvent company, suitably protecting it against the responsibility of financial repercussions which might be incumbent upon it in the fulfilment of its obligations in respect of the Contract.

ARTICLE 13 - INTELLECTUAL PROPERTY, CONFIDENTIALITY, PERSONAL DATA, NON-COMPETITION

13.1. The plans, studies, calculations, quotations, documents and tools, data, software, specifications and information for all orders of all kinds relating to POUOMET's expertise, issued to the Client or stemming from its knowledge of the Contract, are the exclusive property of POUOMET and must be surrendered to it at the end of the Contract. The Contract does not imply the transfer of any right to any form of intellectual property to the benefit of the Client.

13.2. The items listed in Article 13.1 are confidential, although this list is not exhaustive. They must not be communicated to third parties without prior written agreement from POUOMET.

13.3. POUOMET may collect and handle personal data from the Client's employees and/or individual Clients for the following purposes: management of the relationship with the Client, management of POUOMET accounting and cash flow, management of marketing operations. The information captured is handled in adherence to the 'Data Protection' law of 6th January 1978, amended in 2004. A person can exercise their right of access and correction by sending a letter together with a copy of their identification to POUOMET - 3 avenue Bertie Albrecht 75008 Paris.

13.4. Throughout the duration of the Contract and for one year following its expiry, irrespective of the reason, the Client is forbidden, unless by prior written agreement from POUOMET, from making offers of employment, directly or indirectly and in any capacity, to a member of POUOMET staff that has been involved in the delivery of Products. In the event of a breach of this clause, the Client commits that it shall pay POUOMET a sum equal to six months' salary of the headhunted employee.

ARTICLE 14 - CANCELLATION

14.1. POUOMET may legally cancel the Contract with immediate effect in the event of the Client's non-payment, in full or in part, of the amount invoiced by the scheduled deadline.

14.2. Each of the Parties may legally cancel the Contract in the event of a serious breach by the other Party in one of its essential obligations, by formal notice sent by registered post with acknowledgement of receipt unanswered for one month.

ARTICLE 15 - ASSIGNMENT, TRANSFER

The rights and obligations arising from this Contract may be transferred by POUOMET to any companies within the AUREA group and cannot be surrendered and/or transferred by the Client to a third party without written approval from POUOMET. Failure to comply with this shall mean POUOMET will be authorised to cancel the Contract.

ARTICLE 16 - APPLICABLE LAW - ALLOCATION OF COMPETENCE

This Contract is subject to French law. The Parties shall endeavour to find an amicable solution to any difficulty which may arise from the structure, interpretation, fulfilment or cancellation of the Contract. In the absence of such, the dispute shall be subject to the sole competence of the Commercial Court of Paris, notwithstanding plurality of defendants, the introduction of third parties or summary proceedings.