

General Terms and Conditions of Sale

1 – Scope

These general terms and conditions of sale apply to all sales made by DYKA SAS to anyone who buys our products.

2 – The buyer's acceptance

These general terms and conditions of sale, plus the terms and conditions of pricing, are the sole basis for sales negotiations. Consequently, any orders placed by the buyer necessarily imply, this a condition precedent, that the buyer fully and unreservedly accepts said general terms and conditions of sale, notwithstanding special terms and conditions duly negotiated by the parties.

The buyer hereby declares and acknowledges that it has fully read them and therefore hereby agrees not to invoke any document which breaches them, especially the terms and conditions of sale themselves.

These general terms and conditions of sale apply to all orders received from buyers from 1st JANUARY 2015 and replace any previously current general terms and conditions of sale.

3 – Orders

Product prices, weights, dimensions, descriptions and specifications, as well as details and photos which appear in any other sales documentation, are provided for information only and only commit DYKA SAS once confirmed in writing.

When the buyer requests thus, DYKA SAS will make an offer summarising services and products proposed. The offers are valid for a period of one month, unless stipulated otherwise. Once this period has passed, they will no longer commit DYKA SAS.

Only orders which match the offer will be valid and any changes to orders shall be expressly agreed in advance by DYKA SAS; if necessary, inherent pricing may be reviewed.

For any given order, the buyer shall co-operate with DYKA SAS, specifying its technical constraints, operating conditions, the environment in which the product is going to be installed and its purpose. The specifications shall be agreed in advance by DYKA SAS, which will use them as the basis for advising the buyer and making an offer.

Orders must be accepted by DYKA SAS in writing and may be reduced, deferred or refused, especially based on availability. Accepting an order will result in goods being despatched.

Any change to the composition or volume of an order placed by the client will only be accepted by the company if the request is made in writing, including by fax or e-mail, no more than 48 hours after the initial order was received by our sales department. Cancellation: If our company agrees to cancel or suspend an order, it hereby reserves the right to invoice administrative and/or storage fees incurred.

4 – Price

Products are supplied at the prices current on the day the order is placed, in accordance with the latest version of the terms and conditions of sale communicated by DYKA SAS mentioning the current terms and conditions of pricing.

The buyer shall pay all taxes, charges, duties, etc. and fees applicable to other services under French regulations. Any creation or increase in taxes, rates, charges, customs duties, exchange rates, etc. and any increase in carriage costs will automatically and *ipso jure* be reflected on invoices, including ones for orders in progress.

Product prices are "despatch" ("EXW" - CCI Incoterms version 2010) net, in Euros, excluding charges and special packaging costs, which will be specified on invoices.

5 – Delivery

Delivery times are given for information only. Unless expressly stipulated otherwise, no damages and interest will be paid and orders may not be cancelled for any late deliveries. Goods are deemed delivered from DYKA SAS factories or depots. Delivery takes place when products are passed directly to the buyer or to a carrier assigned by DYKA SAS or the buyer. In any event, whichever means of transport the parties choose, the products will always be carried at the buyer's risks and perils. The buyer must personally take any action against carriers if anything is broken or lost, delayed or otherwise, under the conditions stipulated in Article 133-3 of the French Commercial Code.

Goods are deemed accepted if the buyer has not expressed any reserves in writing. If, for any reason whatsoever, delivery is late and this is beyond DYKA SAS's control, the goods will be stored and handled at the buyer's expense and risks, at DYKA SAS or anywhere else as it sees fit, as expressly agreed by DYKA SAS, which shall be discharged of any inherent liability. In no way do these provisions change the obligation to pay or imply that anything will be renewed. If any goods are stored at DYKA SAS, DYKA SAS hereby reserves the right to apply Article 1657 of the French Civil Code once one month has passed since the agreed despatch date; it is not liable for any damages or interest.

6 – Payment procedures

Invoices are payable in Euros, to DYKA SAS – 25 rue de Brévillers – 62140 Sainte-Austreberthe, within 45 days of the end of the month. This term is defined as follows: Within 45 days of the end of the month in which the invoice was issued. If payment is made using bills of exchange, they shall be returned accepted within 10 days of issue, using the aforementioned method. Rejection of any one bill of exchange, or failure to pay any one invoice or any one debt on its due date will immediately and *ipso jure* make all debts which the buyer owes DYKA SAS due, without prior notice. Any contracts or orders may be suspended or terminated by DYKA SAS, at the buyer's own risks and perils. Any sum still unpaid on the due date will, *ipso jure* and without prior notice, bear late payment interest equal to three times the legal interest rate set, this penalty calculated from the due date until payment is made in full. Moreover, a fixed fee of € 40 to cover collection costs will be charged if payment is made after the due date initially agreed.

Reduction in payment timeframes, payment in cash or provision of a banker's guarantee may be sought in the absence of a reference deemed satisfactory by DYKA SAS, either when the initial order is made, or afterwards if its appreciation of risk changes, for any reason whatsoever. Whatever the nature of the substantial change to the buyer's situation (death, voluntary liquidation, court-ordered liquidation, receivership, restructuring, transfer of assets as a whole or in part, etc.), DYKA SAS will either terminate all current contracts, or, in the event of staged deliveries, suspend them, or seek provision of sufficient guarantees. Consecutive deliveries with certain sales are only due to the buyer if, when they are assigned, all sums due to DYKA SAS have been paid.

7 – Transfer of ownership - Transfer of risks

DYKA SAS will remain the owner of all goods until the price has been paid in full, whenever the goods are delivered. DYKA SAS hereby reserves the right to reclaim its goods if any one instalment remains unpaid on its due date: the buyer shall pay it when first requested to do so, at its own expense. The risks of loss of and damage to goods are transferred when they are delivered. Accordingly, if paying after a delivery has been made, the buyer shall ensure

that it covers DYKA SAS against the risks of loss or damage to goods. The goods shall be itemised within the buyer's stock and on its balance sheet. Products may be resold or used for other purposes. If products are resold, the buyer will be deemed to have transferred the price owed to any sub-buyer to DYKA SAS. Therefore, without delay and when first requested thus, the buyer shall provide DYKA SAS with any useful information or documents on sub-buyers. If no payment is made, the buyer will *ipso jure* lose its right to resell or transform the product. If payment ceases and/or collective action is taken, authorisation to resell will automatically be revoked. The buyer shall immediately notify DYKA SAS so that an inventory may be produced for DYKA SAS to reclaim its goods.

8 – Sale termination

If no payment is made, DYKA SAS hereby reserves the right to *ipso jure* terminate the sale if notice given is ignored, and retake possession of the product, notwithstanding any other damages and interest: the buyer may not invoke DYKA SAS's liability. Goods are returned to DYKA SAS at the buyer's own risks and perils.

9 – Claims - Guarantees and liability

DYKA SAS shall deliver products which meet the technical specifications of the offer and permitted tolerance ranges. No change within said ranges will enable the buyer to take advantage of a flaw even if DYKA SAS has, for a protracted period, delivered products with identical specifications.

The information contained in documents published by DYKA SAS, plus any given to the buyer for selecting the product most suitable for the anticipated use, is given for information only and the user is responsible, assuming full inherent liability, for checks prior to manufacture and on samples, using the appropriate tests, that the product is suitable for it. If the buyer would like delivery in line with a sample provided by it, this does not commit DYKA SAS or imply that the deliverables are completely identical. No product may be returned to DYKA SAS unless it has agreed thus. If anything is returned, the buyer shall pay for the carriage and assume the risks inherent to return. Notwithstanding measures to be taken vis-à-vis the carrier, claims for apparent flaws in or non-compliance of the product delivered with the offer or specifications must be notified by the buyer within 7 days of product delivery.

Claims for flaws found in products must be made within six months of product delivery.

Any claim, made on any grounds, must be made by e-mail, post or fax accompanied by a purchase order, or CMR, a copy of the label and the product branding reference, all of this sent to the DYKA SAS sales department. If any evidence is missing, including in the event of a claim for non-compliance or a flaw noted, or is sent outside the aforementioned period, no action may be taken, and the claim will be considered null and void.

If a flaw or non-compliance noted is acknowledged by DYKA SAS, it will either replace defective products, or refund for them based on product value (excluding related expenses such as carriage costs), at its own discretion.

The following are excluded from the guarantee: any flaws pertaining to aesthetics or appearance, damage caused by fair wear and tear or by an accident or by an event beyond DYKA SAS's control, abnormal use inappropriate to product purpose, product modifications or unsuitable storage, the consequences of inadequate or insufficient product maintenance, and failure to observe instructions, DYKA SAS specifications and good practices, especially where product installation is concerned.

Repairs, modifications or replacements undertaken under the product guarantee will not extend the term of the guarantee.

Notwithstanding imperative legal provisions, DYKA SAS's liability is strictly limited to the obligations defined herein.

DYKA SAS cannot accept any liability for failure to observe the legislation of the country to which products are delivered or to which the buyer sends them. The buyer is responsible for contacting the local authorities concerned about any import limits or limits on the use or marketing of products within said territories. When it first requests thus, the buyer hereby guarantees DYKA SAS against any conviction.

If DYKA SAS's liability is invoked, on any grounds whatsoever, non-compliance or a hidden defect, damages and interest for which the buyer is liable may not exceed seven (7) times the price of the order and in any event, may not exceed the sum of one hundred thousand Euros (€ 100,000). Under no circumstances may DYKA SAS's liability be invoked for direct or indirect consequences induced, such as loss of margin, loss of business, emergency provisioning costs, the costs of replacing products (labour, carriage, etc.) or claims made by clients against the buyer.

The buyer may not take advantage of any guarantee or liability other than those stipulated in this Article.

10 – Returns

No product may be returned to DYKA SAS unless it has agreed thus. If anything is returned, the buyer shall meet the costs of carriage and provided that the products are in perfect condition, a 25% discount will be applied to the product value invoiced.

11 – Intellectual property

The buyer hereby acknowledges DYKA SAS's intellectual and industrial property as being its products, samples and the names, signs, brand names and patents used by DYKA SAS to market them. The buyer shall preserve and sustain DYKA SAS's reputation, its products, its samples and its brand names. The buyer is hereby banned from denigrating DYKA SAS or its products, samples or brand names and disputing DYKA SAS's intellectual or industrial property. If it learns that this is being brought into question by a third party, it shall immediately notify DYKA SAS thus, providing any useful information and support to it.

The buyer shall ensure that no confusion is created between it and DYKA SAS.

12 – Confidentiality

Documents of any nature, especially technical or sales-related ones, such as surveys, offers and specifications which DYKA SAS sends to the buyer, are strictly confidential. They will always remain the material and intellectual property of DYKA SAS and must be returned to it when it requests thus. Copying, disclosure or communication of these documents or the information which they contain to third parties is hereby banned without DYKA SAS's prior, express, written permission. When it places an order, the buyer hereby acknowledges that breach of this clause would cause serious harm to DYKA SAS, for which it may legitimately claim compensation.

13 – Force majeure

DYKA SAS will hereby be discharged of its obligations and responsibilities in the event of lock-out, a partial or total strike or any work-related dispute, plus any *force majeure*, even partial. *Force majeure* includes any fire, flood, breakdown, riot, war, explosion or other serious adverse event affecting production or the company, computer system crash, change of standards or

regulations, especially in countries where products are distributed, import or export ban, frost or any weather conditions preventing or limiting carriage, and any interruption or slowing of provisioning and carriage, whether these events directly or indirectly affect DYKA SAS, its products, its suppliers or its carriers, plus any event beyond DYKA SAS's control affecting its ability to meet its obligations.

DYKA SAS shall notify the buyer of circumstances and events listed above in good time.

Force majeure and government acts will entitle DYKA SAS to fully or partially cancel any order in progress or suspend its processing, without notice or compensation.

14 – Jurisdiction and competent courts

Any disputes arising from the operations described in these general terms and conditions of sale shall be referred to the Commercial Court in Boulogne-sur-Mer, as expressly acknowledged by the buyer.

Any clauses which appear in these general terms and conditions of sale, plus any operations described therein, are exclusively subject to French law.