

## 1. SCOPE

1.1. In accordance with Article L 441-6 of France's Commercial Code (*Code de Commerce*), these General Terms of Sale (hereinafter the "GTS") form the sole basis of the sales relationship between the parties. Their purpose is to set forth the terms and conditions under which Technique Béton (hereinafter the "Vendor") shall supply to any trade company or professional buyer (hereinafter the "Buyers" or the "Buyer") making a request to this effect via the Vendor's website, by direct contact or by means of a paper document, any and all types of product offered by the Vendor. These terms and conditions apply without limitation or reservation to all sales entered into by the Vendor with Buyers of the same category, regardless of any provisions that may be contained in the Buyer's documents, including those in the Buyer's general terms and conditions of purchase. The Buyer acknowledges that it has read and understood these GTS and unreservedly agrees to them.

1.2. The GTS are always sent or handed over to each buyer when an account is opened and they are available on request prior to making an order. Consequently, any order implies full and unqualified acceptance by the Buyer of these GTS, to the exclusion of all other documents in their possession, such as brochures, catalogues or advertising material produced by the vendor, which are not binding and are subject to change at any time.

1.3. The relationship between the vendor and the buyer is wholly governed by these GTS. The buyer cannot invoke or impose any general purchasing terms with regard to the vendor and no special condition communicated by the buyer to the vendor shall prevail over the GTS, barring Technique Béton's formal written acceptance.

1.4. Any reservation the buyer may make with regard to the GTS is unenforceable on the vendor, barring the latter's express acceptance, regardless of when it was brought to the vendor's knowledge.

1.5. The parties must expressly agree any provisions departing from these GTS, which must be stipulated in the vendor's order acknowledgement or any other document authenticating the parties' agreement.

1.6. The fact that the vendor fails to invoke any one article of these GTS at some point cannot be deemed a waiver of its right to later invoke an article of the said terms.

## 2. CONCLUSION OF THE AGREEMENT

2.1. Any agreement is deemed valid after the vendor's written acknowledgement of the order made by the buyer. Sales shall only be final once the Vendor, who shall make checks to ensure that the products requested are available, has expressly accepted the order in writing. No change or modification of the agreement, particularly of the characteristics of the products, will be taken into consideration unless accepted in writing by the vendor.

2.2. This provision cannot be replaced by a verbal agreement.

## 3. PRICING

3.1. Products are supplied at the prices in effect on the date of confirmation of the order, as contained in the vendor's price lists and if applicable, in the business offer sent to the buyer. The prices are given as a rough guide and may vary, particularly if the price of materials and/or carriage rises. The buyer may be granted the discounts and rebates shown in the vendor's price lists according to the amounts acquired or amounts delivered by the vendor at any one time and to any one place, or for regular orders.

3.2. The price invoiced is the prevailing price when the buyer makes the order.

3.3. Unless the buyer and the vendor expressly agree otherwise, all prices are given in Euros, net and exclusive of all taxes, and are ex-works or ex-warehouse, including standard packaging; the prices do not include postage and packing and are subject to VAT at the prevailing rate on the invoice date. The packaging meets the vendor's quality assurance standards.

3.4. In case of international delivery, the prices do not include the import duties, taxes or other charges, which must be paid by the buyer.

3.5. If payment is agreed in a foreign currency, the buyer's payment must correspond to the total amount of the order in Euros at the time of payment, any foreign exchange adjustment being chargeable to the buyer.

3.6. Invoicing of additional costs. The Vendor reserves the right to invoice additional costs such as the contribution to carriage, packaging or handling costs. The exact amount of the additional costs is given on the invoice.

## 4. METHODS OF PAYMENT

4.1. The invoices must be paid within no more than thirty (30) days end of month as from the date of issue of the invoice. The buyer must make a down payment on certain orders. The amount of the down payment is contractually set when the buyer confirms the order, before the delivery date, and the balance must be paid within no more than thirty (30) days end of month, unless the parties agree otherwise. It is expressly agreed that ownership of the delivered products is only transferred once the price is paid in full.

4.2. Prior business dealings with the buyer.

The vendor may use the payment(s) made by the buyer to settle all trade receivables, firstly the expenses incurred and the interest and secondly, the oldest debt resulting from the commercial dealings with the buyer.

## 5. BUYER'S DEFAULT

5.1. In case of non-payment within the agreed deadlines, the vendor may apply interest on arrears to the outstanding sums at a rate equal to the interest rate applied by the European Central Bank to its last refinancing operation marked up by ten (10) percentage points. The late payment charges are payable without further formalities or notice to pay.

5.2. The vendor may apply the abovementioned charges and also suspend all current orders in case of late payment, without prejudice to any other measures.

5.3. In case of failure to pay, forty eight (48) hours after a formal demand remaining without effect, the vendor may opt to cancel the sale by rights and demand the return of the products, without prejudice to any claim for damages. The cancellation may cover both the order in question and all previous unpaid orders, whether delivered or in the process of being delivered and whether or not the payment is overdue, if the vendor deems fit. When the payment is deferred, the non-payment of one instalment will entail the immediate payability of the total debt, without formal notice.

5.4. In all the above cases, the sums due for other deliveries or for any other reason will fall due immediately if the vendor does not opt for cancellation of the corresponding orders.

5.5. As a penalty clause, all sums due for failure to pay on time or application of the event of default, will entail the payment of a penalty for debt collection costs equal to ten (10)% of the principal plus interest on the vendor's receivables with regard to the buyer.

5.6. From 1 January 2013 onwards, any late payment will give rise to a fixed charge of forty (40) euros in addition to the aforementioned penalties charged as of right, without prior notice. Sum set by Decree No 2012-1115 of 2 October 2012.

## 6. RESERVATION OF TITLE CLAUSE

6.1. IT IS EXPRESSLY AGREED THAT THE BUYER ONLY ACQUIRES THE TITLE TO THE PRODUCTS SOLD BY THE VENDOR AFTER PAYMENT OF THE PRICE IN FULL (PRINCIPAL AND SUNDRIES), NOTWITHSTANDING THE DELIVERY MADE UNDER THE TERMS OF ARTICLE 7 OF THE GTS AND THE TRANSFER TO THE BUYER OF THE RISK OF LOSS OR DETERIORATION OF THE PRODUCTS UPON DELIVERY OF THE PRODUCTS SUBJECT TO RESERVATION OF TITLE AS WELL AS ANY DAMAGE CAUSED BY THE PRODUCTS.

6.2. THE PAYMENT IS DEEMED MADE WHEN THE PRICE IS EFFECTIVELY DEPOSITED IN THE VENDOR'S BANK ACCOUNT. THE REMITTANCE OF DRAFTS OR ANY OTHER INSTRUMENT CREATING AN OBLIGATION TO PAY DOES NOT CONSTITUTE PAYMENT HEREUNDER.

6.3. THE VENDOR RESERVES THE RIGHT TO RECOVER THE PRODUCTS DELIVERED, WHEREVER THEY MAY BE HELD, WITHOUT LOSS OF ANY RIGHTS AND INTERESTS, (I) WHEN THE PRODUCTS ARE NOT PAID FOR WITHIN THE TIME ALLOTTED BY THE PARTIES OR, (II) IF THE BUYER GOES INTO RECEIVERSHIP OR COMPULSORY LIQUIDATION.

6.4. UNTIL SUCH TIME AS THE PRODUCTS ARE PAID FOR IN FULL, THE BUYER MUST KEEP THEM IN A MANNER THAT IDENTIFIES THEM AS THE VENDOR'S PROPERTY. FOR THIS REASON, IN CASE OF RESALE, THE BUYER HEREBY AGREES TO INFORM THE OTHER BUYER OF THIS RESERVATION OF TITLE CLAUSE ON THE PRODUCTS FOR SALE, AT THE TIME OF THE RESALE, AND OF THE VENDOR'S RIGHT TO CLAIM FROM THE OTHER BUYER EITHER THE PRODUCTS DELIVERED WITH RESERVATION OF TITLE OR THEIR PRICE.

6.5. IN CASE OF ATTACHMENT ORDER OR ANY OTHER THIRD PARTY CLAIM ON THE PRODUCTS, THE BUYER MUST INFORM THE VENDOR FORTHWITH SO THAT THE LATTER MAY OPPOSE IT AND DEFEND ITS RIGHTS.

6.6. MOREOVER, THE BUYER MUST NOT PLEDGE, SECURE OR ASSIGN TITLE TO THE PRODUCTS AS A GUARANTEE.

6.7. IN CASE OF CONVERSION OR MODIFICATION OF THE PRODUCTS THAT IS THE SUBJECT OF A RESERVATION OF TITLE WITH OTHER PRODUCTS, THE BUYER UNDERTAKES TO PAY THE OUTSTANDING BALANCE OF THE PRICE TO THE VENDOR IMMEDIATELY UNLESS, WITH THE VENDOR'S EXPRESS AGREEMENT, THE BUYER ASSIGNS TITLE TO THE GOODS RESULTING FROM THE CONVERSION TO THE VENDOR AS A GUARANTEE OF THE VENDOR'S ORIGINAL DEBT.

6.8. UNTIL PAYMENT IN FULL, THE BUYER MUST TAKE ALL NECESSARY MEASURES TO ENSURE THE SAFEKEEPING AND PRESERVATION OF THE PRODUCTS AND TAKE OUT FULL COVER FOR ANY DAMAGE AND ACCIDENTS OCCURRING TO THE PRODUCTS IN THE PROCESS.

## 7. DELIVERY OF THE PRODUCTS

7.1. The vendor sets the delivery date of the products based on the information communicated by the buyer.

7.2. The time limit to prepare and deliver the order starts from the date of the buyer's written order confirmation, if the vendor and the buyer have finalized all the order fulfillment details.

7.3. The delivery time is only given as a rough guide and the vendor's liability may not be invoked nor any claim for damages made if it is exceeded.

7.4. The products will be delivered to the address given by the buyer on the order form.

7.5. The preparation times may be extended if the buyer fails to provide timely assistance or due to unforeseen or exceptional events or a supplier or forwarding agent.

7.6. The extension of preparation deadlines cannot give rise to claims for damages, deduction or cancellation of orders in progress. However, barring cases of absolute necessity or disruption in the supply of products from others, if the products on the order form are not delivered one (1) month after the set delivery date, the buyer may request cancellation of the sale, thereby notifying its refusal to take delivery of the products in writing, and obtain the refund of the down payment made, to the exclusion of any other compensation or damages.

7.7. The Vendor shall not under any circumstances be liable in the event that delivery is delayed or suspended for reasons attributable to the Buyer or due to a force majeure event.

7.8. Goods are delivered in non-returnable packaging and, unless otherwise agreed with the buyer, on non-returnable pallets in the case of certain items. Special packing and packaging departing from our usual standards are invoiced at cost price.

## 8. ACCEPTANCE OF THE PRODUCTS

8.1. Upon receipt of the products, it is up to the buyer (or its representative) to check the visible condition of the products before proceeding to unload.

Only the buyer is qualified to express reservations to the carrier, namely to specify the damage in transit/visible defects on the shipping receipt and to confirm these reservations with the carrier within three (3) days of their receipt, by registered letter with acknowledgement of receipt, pursuant to the provisions of articles L.133-3 et seq. of the (French) Commercial Code. A copy of this letter must be sent to the vendor.

8.2. Without prejudice to the measures to be taken with regard to the carrier, all the buyer's complaints to the vendor after observing the products' visible defect or non-conformity in relation to the order or to the dispatch note must be made in writing within three (3) days of the date of receipt of the products. Otherwise the delivery will be deemed accepted and the quantity and quality of the products delivered will be deemed as ordered.

8.3. It is up to the buyer to supply all proof relative to the description of the visible defects or problems observed. The buyer must make it easy for the vendor to proceed with the examination of these defects or non-conformities and to remedy them where appropriate. The buyer must not intervene or arrange any intervention to that end.

## 9. TRANSFER OF RISK

The transfer of risk on the products occurs when the products are collected by the buyer or upon handover of the products to a dispatcher or carrier on the Vendor's premises, from which point the risks of loss or damage to the products passes from the Vendor to the Buyer, the products travelling at the Buyer's risks.

In case of damage in transit, loss or missing items, it is up to the buyer to emit any reservations under the aforementioned terms when taking delivery, whether the cost of carriage is paid by the vendor or the buyer. In the event that the buyer pays for carriage, it must seek redress directly against its carrier.

Otherwise, the buyer must forward the document expressing the reservations to the vendor so that the latter can exercise its right to seek redress against its carrier.

## 10. GUARANTEE

### 10.1. Perishable products

The products are guaranteed during their shelf life in their original packaging and while the storage conditions specified on the specification sheet are respected.

### 10.2. Non-perishable products

10.2.1. Scope – duration – limit  
The products are guaranteed against any manufacturing defect for one (1) year as from their delivery date.

The buyer can only benefit from the guarantee if it informs the vendor by registered letter with acknowledgement of receipt within three (3) days of learning of the defect.

Within the limits of the legal guarantees stipulated by law, the guarantee is limited to the replacement or repair of any faulty parts to the exclusion of any other compensation for any reason whatsoever.

If both parties admit the defect exists, the vendor will, by choice and to the exclusion of any other expense, meet the cost of repairing the faulty part or supplying another equivalent part to replace the part delivered previously, under the terms of the initial agreement.

The guarantee excludes the reimbursement of all other travel and labour expenses and damages resulting from delay or shortfall in earnings, lost opportunity, operating losses, changes in product performance or presentation, or any other direct or indirect damage, whether damage to property or indirect financial loss.

### 10.2.2. Exclusions

The guarantee does not cover visible defects which must be dealt with upon receipt under the conditions of article 8.2.

All cover is excluded for incidents caused by act of God, absolute necessity as defined in article 18 or by a third party, as well as for defects or damage caused by normal or natural wear and tear or an incident notably arising from the buyer's negligence, lack of supervision or maintenance, misuse of the products or even a modification not planned or specified by the vendor, or an attempted repair not approved by the vendor.

## 11. LIABILITY

### 11.1. Vendor's liability

11.1.1. The vendor's liability is limited to direct losses only resulting from a product defect or the breach of this agreement, even if the defect in question was foreseeable at the time of concluding the agreement.

11.1.2. On no account may the vendor be held liable for indirect, secondary or special damage, notably the cost of obtaining alternative products, loss of profit, data or downtime, whether its liability is contractual or criminal or based on the guarantee mentioned in article 10 above, and whether or not it is founded on the use or functioning of the products, even if the vendor warned of the possibility of such damage.

11.1.3. The vendor may not be held liable for non-performance of the agreement in case of force majeure as defined by the case law of French courts and in case of damage caused by a third party or ascribable to misuse or non-compliance use of the products by the buyer, in breach of the vendor's requirements or good practice.

11.1.4. Apart from physical injury or death, and save case of gross negligence or willful misconduct causing proven direct damage, the buyer recognizes that the repair and, where appropriate, replacement of the products, in accordance with these GTS, represents the only fair compensation of any loss caused by a malfunction of the said products ascribable to the vendor. In the event that the products cannot be replaced or repaired, the vendor's liability will be limited to the amount the buyer paid to the vendor for the products in question. The parts packaged in a bag are weighed not counted. That being the case, on no account may the vendor be held liable for the absence of a few units more or less. A tolerance of 5% more or less is accepted on the number of parts.

### 11.1.5. Advice

Any advisory service provided by the vendor is given to the best of its knowledge on the start date of the service and according to good practice. The guidelines and information on the product's performance and use do not exempt the buyer from performing its own checks and controls, for which it shall be solely responsible and liable.

### 11.2. Buyer's liability

It is the buyer's responsibility to use the products in accordance with the Vendor's instructions and good practice relating to the products.

In accordance with Articles R543-66 et seq. of France's Environment Code (*Code de l'Environnement*), the buyer is responsible for the disposal and recycling of all packaging

## 12. INSURANCE

Each party undertakes to maintain a valid insurance policy with a reputedly solvent insurance company for the duration of the agreement, guaranteeing the damage incurring to its property and staff, as well as a policy covering its professional liability, so as to cover the financial consequences of any physical injury, damage to property or indirect financial loss for which it may be held liable, caused by any event ascribable to its staff and/or partner companies during the performance of the agreement.

## 13. CONFIDENTIALITY

Each party undertakes to preserve the confidentiality of the proprietary information (the "Proprietary Information"), both on its own behalf and on behalf of its employees and partner companies. Any information, whatever its type, form or medium, to which each party has access in connection with the performance of the agreement, and notably all means placed at the disposal of the vendor by the buyer and vice versa, all technical, industrial, financial or commercial data or all other information and all documents relative to each party's activities, without this list being restrictive, are deemed Proprietary Information.

## 14. PERSONAL DATA

In connection with the performance of the agreement, the vendor and the buyer undertake to abide by the provisions of the legislation pertaining to the protection of personal data and, in particular, to ascertain that the declaration formalities required by the law "Informatique et Libertés" (French Data Privacy Act) dated 6 January 1978, as amended, and the security and confidentiality of personal data are observed.

## 15. INTELLECTUAL PROPERTY

The Vendor's names, trademarks and brands may not be used in any way without its prior written consent.

The sale of products to the Buyer does not bring with it any assignment, licensing or provision to the Buyer of any of the Seller's intellectual property rights and/or know-how, which remain fully and exclusively owned by the Vendor.

## 16. GOVERNING LAW

The agreement is governed by French law. The parties expressly agree that the Vienna Convention on the international sale of goods dated 11 April 1980 is not applicable to this agreement.

## 17. TERRITORIAL JURISDICTION

The court where Technique Béton's head office is located shall have sole competence to settle lawsuits of any kind or disputes pertaining to the interpretation or performance of this agreement, notwithstanding proceedings with more than one defendant, additional petition or summary proceedings or the introduction of third parties.

## 18. REFUSAL

The vendor reserves the right to refuse an order from the buyer when the vendor has already experienced payment problems (non-payment or late payment) with the buyer on past order(s).

## 19. FORCE MAJEURE

The parties agree to recognize any event meeting the criteria defined by the case law of the French supreme judicial court in application of article 1148 of the Civil Code as a case of force majeure. It is agreed that force majeure cannot be invoked for late payment by the buyer.

## 20. GENERAL PROVISIONS

### 20.1. Independence of clauses

If any stipulation of these GTS or its application to any person or circumstance is judged null and void, this nullity will not concern the other stipulations or applications of these GTS, which will remain in force, independently of the stipulation deemed null and void. For that purpose, the stipulations of the general terms of sale are declared independent.

### 20.2. Notification

The applicable GTS are available on request.

### 20.3. Language

The agreement is worded in French. A translation into a foreign language may be supplied for information. Only the French version shall be deemed authentic between the parties. \*\*\*

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