

# APROTEK

## GENERAL CONDITIONS OF SALE

### 1- Field of application

The present General Conditions of Sale constitute, in accordance with article L 441-6 from the Code of Commerce, the unique plinth of any commercial relationship between both parties.

They aim to define the conditions under which the company "APROTEK", S.A.R.L with a sole shareholder with a capital of 20.000 euros, located 23 ZA les Epalits, 42610 Saint-Romain-le-Puy, France, registered at RCS of SAINT ETIENNE under number 493 848 451, hereafter named "The Seller", supplies to professional clients, hereafter named "The Clients" , who are formulating a demand, through direct contact with The Seller, for the following products:

- Mostly polymers for technical, industrial, environmental, energetic applications or for any liquid waste management issues.

They are applied, without any restriction or reserve, to all services sold by The Seller to clients from same category, whatever are the clauses possibly mentioned on the client's documents, and particularly his/her General Conditions of Purchase.

In compliance with regulations in force, these General Condition of Sale are systematically communicated to any Client who formulated the demand, to allow him/her to place an order to the Seller. They are permanently available on the website [www.aprotek.fr](http://www.aprotek.fr) or [www.aprotekgroup.com](http://www.aprotekgroup.com).

All order of Products implies, from the Client, the acceptance of the present Seller's General Conditions of Sale.

In compliance with regulation in force, The Seller reserves the right to contravene some clauses of present General Conditions of Sale, depending on negotiation endeavored with The Client, by the establishment of Specific Conditions of Sale. The Seller can, in addition, be brought to establish Categorized Conditions of Sale, derogatory to present General Conditions of Sale, depending on the type of Client considered, determined from objective criteria. In this case, the Categorized Conditions of Sale are applied to all Clients meeting the criteria.

### 2- Orders

2-1 The sales of Products are absolute and considered as definitive only after compliance of the order placement process hereafter described:

-The Client establishes contact with The Seller by email to the address [info@aprotek.fr](mailto:info@aprotek.fr), or [sales@aprotek.fr](mailto:sales@aprotek.fr), or by phone at +33(0)4 27 26 01 94.

-At the end of this first contact, a commercial offer will be sent from The Seller, by email, a meeting can be set up upon the cases.

-The commercial offer duly signed by The Client has to be returned to The Seller, by email or Fax, and has to be joined by the down payment mentioned on the offer.

- At the end of this process and after receipt of the eventual down payment required, The Seller informs The Client, by email, of the confirmation of the acceptance of his/her order.

2-2 The potential modifications on the order asked by The Client will be taken into account, within the limits of The Seller possibilities, only if notified in written confirmation, at least 20 days before the scheduled delivery date of ordered Products, after signature by The Client of a specific commercial offer and potential adjustment of price.

2-3 In case of order cancellation from The Client after acceptance of this latter by The Seller and before delivery of the Products, for any reason except a case of force majeure duly recognized by the French jurisprudence, the down payment deposited at the order, as defines the article "Payment conditions" of the present General Conditions of Sale, will be fully acquired to The Seller and will not be the object of any reimbursement.

### 3- Prices

3-1 The Products are supplied with The Seller's prices in force from the day of the order placement.

The Products are to be understood net and without taxes.

It is yet specified that the definitive price of Products is variable depending on the tax to settle at the entry of the Products in the deliver country.

This taxed is indexed on the currency, at the date of Products' entry in the delivery country, and The Seller cannot have a bearing on the conditions of its variation.

This variable element, component of the definitive price of sale, is recognized and accepted by The Client.

An invoice is established by The Seller and given to The Client for every supply of Products.

It is specified that The Client will not be granted any price diminution, quantitative or qualitative reduction or promotion and that no discount will be granted by The Seller for any anticipated payment except specific negotiations done before the validation of the order with The Seller. These elements being mentioned in the price offer.

### 4- Terms of payment

4-1 Time limits and procedures of payment

All down payment which amount is defined in the commercial offer of The Seller is requested during the order placement.

The balance is due on the day of the delivery of the Products.

The Seller will not be obliged to proceed to the supply of the Products ordered by The Client if this latter does not pay the price under the conditions and in accordance with the modalities enounced in these General Conditions of Sale and on the commercial offer.

The settlements have to be imperatively done via bank transfer, bank check, or cash.

4-2 Late payment Penalties

In case of late payment normally due by The Client above the time limits here above mentioned, and after the date of payment appearing on the invoiced addressed to The Client, delays penalties calculated on a 10% rate of the amount all taxes included of the price of the Product appearing on the corresponding invoice, by month of delay, will automatically and on right acquired to The Seller, without any prior formality or formal demand.

The Client will be in addition obliged to a fixed compensation for recovery costs of an amount of 40 (forty) euros.

The delay of payment will cause immediate stipulation of the total amount due to The Seller by The Client, without prejudice of any other action that The Seller will be in right to undertake, at this respect, against The Client.

In case of disrespect of the above mentioned terms of payments, The Seller has the right to suspend or cancel the supply of the Products ordered by The Client and to suspend the execution of his obligation.

4-3 Absence of compensation

Except specific agreement, beforehand and written by The Seller, and under condition that the all debts are certain, liquid and due, no compensation could be done by The Client in between penalties for delays in supply of Products ordered or for unconformity of order, on one hand, and the sums due by The Client to The Seller in the name of the purchase of concerned Products, on another hand.

### 5- Terms of delivery

The Products ordered by The Client will be supplied in a maximum delay of 60 days from receipt of duly signed commercial offer by The Client to The Seller, joined with the down payment due and banked.

This delay does not constitute a deadline and The Seller cannot see his responsibility engaged toward The Client in case of delay in supply of the Products not exceeding 1 month.

In case of delay superior to 1 month, The Client may ask for the cancellation of sale. The down payments already made will therefore be returned by The Seller, or in case of force majeure validly recognized by the French jurisprudence.

The responsibility of The Seller may not be engaged in any case of delay or suspension of the Products' supply to The Client, or in case of any force majeure duly recognized by the jurisprudence.

Unless The Client transmits upon receipt of the Products any reserves or reclamations under written form to The Seller and within 48 hours from delivery date, these Products are qualified as conform to the order, in quantity and quality.

The Seller will refund or correct to The Client (to the extent possible) on the shortest delays and at his costs, according to The Client's modalities, the Products on which

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the default of conformity had been duly proven by The Client, during the receipt of the Products.

**6- Quality**

The quality of our Products complies with our commercial and technical specifications. The Client shall be deemed to be aware of such specifications prior to use of the Products and shall be responsible for monitoring, checking and testing the Products. The Client shall be entirely liable for any direct or consequential damages (except proven deficiency of the Products) resulting from use of the Products, notwithstanding any assistance provided by The Seller.

**7- Trademarks**

The trademarks under which our Products are sold remain our exclusive property. They may not be used in any shape or form without our due authorization.

**8- Seller's responsibility - Guarantee**

The responsibility of The Seller can be engaged only in case of fault or carelessness duly proved and is limited to the direct prejudices excluding all indirect prejudices, of any kind.

**9- Right of withdrawal**

In compliance with the article L 121-21-8 of the Code of consumption, the right of withdrawal cannot be applied to the sale of the Products made by The Seller as it concerns the supply of goods on which the price depends on the fluctuation on the financial market, thereby escaping the control of The Seller and subject to happen during the delay of withdrawal.

**10- Ownership reserve clause**

The Seller reserves himself, until complete payment of the price by The Client, the right of ownership on the products sold, allowing him to retake possession of the Products.

All down payment settled by The Client will remain acquired for The Seller as compensation, without prejudice on any other actions he might have the right to intent against The Client.

However, the risk of loss or deterioration will be transferred to The Client as soon as delivery takes place.

The Client is deemed to, consequently, to assure, at his/her costs, the ordered Products, for the Seller, by an ad hoc insurance, until complete transfer of ownership and to justify The Seller during the delivery.

Failing that, the Seller will have the right to delay the delivery until presentation of written evidence.

**11- Computing and freedom**

In compliance with the law 78-17 of January, 6<sup>th</sup> 1978, it is remembered that the nominative data asked to The Client are required to process to the order and are aimed to an intern use by The Seller.

This nominative data can nevertheless be communicated to third parties, partners of The Seller. The Client has a right of access, of modification, rectification and opposition regarding the information related to him, under the conditions of the law in force. This data are subjected to a 'Commission National Informatique et Libertés' ('CNIL') declaration.

**12- Litigation**

Any disputes that may arise between the parties concerning the present, their validity, interpretation, execution or termination, shall be submitted before any legal action to mandatory mediation.

The parties agree now and irrevocably to entrust this mission of mediation at the National Chamber of practitioners of Mediation (CNPM), located at 23 rue de Terrenoire 42100 SAINT-ETIENNE.

The National Chamber of practitioners of Mediation will be seized, on request by either party.

The parties agree to submit to the mediation procedure to be adopted by the designated mediator.

The parties undertake to participate in various meetings organized by the mediator and to respond promptly to all convocations and all requests by this latter. The parties may be assisted by their lawyers.

The agreement signed by the parties after mediation may be submitted , at the initiative of one of them or their joint application , the approval of the judge to give it the authority of the res judicata .

The remuneration of the mediator, as well as costs arising from the mediation mission will be borne equally by the parties unless a better agreement is concluded between them.

If mediation fails, jurisdiction is conferred on the Commercial Court of SAINT ETIENNE

**13- Contract language – Applicable law**

By express agreement between the parties, these Conditions of Sale and purchase and sale transactions that result are governed by French law.

They are written in French. In case they are translated into one or several languages, only the French text would prevail in case of dispute.

**14- Client acceptance**

These Conditions of Sale are expressly approved and accepted by The Client, who declares and admits having a perfect knowledge , and gives up , thereby to invoke any contradictory document , including its own general conditions of purchase which will be enforceable against the Seller, even if he was aware.