

## **SALES TERMS AND CONDITIONS**

### **ARTICLE 1: SALES GENERAL TERMS AND CONDITIONS**

Our sales are applied to these general terms and conditions which prevail over all other terms and conditions marked down by the customer, except when formally and expressly waived by us. Therefore, the fact of signing a contract with MAXEVAN DIFFUSION SARL implies the customer's total acceptance and without reserve of the general terms and conditions. Failing express acceptance, all contrary terms and conditions set by the customer shall be not be binding on MAXEVAN DIFFUSION SARL, irrespective of when it is be informed of them.

### **ARTICLE 2: WRITTEN CONTRACT**

When we sign a contract with a purchaser, it shall include the special terms and conditions which supplement or modify these general terms and conditions.

### **ARTICLE 3: MODIFYING THE TERMS AND CONDITIONS**

In the case that MAXEVAN DIFFUSION SARL grants to other purchasers terms and conditions which, overall (prices, payment terms, guarantee), shall be more favorable that those in these general terms and conditions of sale for similar sums, quantities and quality, which would not be justified by trade-offs, and which would set up a competitive advantage for its acquirers, it shall give the same benefit to the purchaser as of the day it is applied to the other customers.

### **ARTICLE 4: FORCE MAJEURE**

In the case of force majeure or an accidental event, if the supplier is obliged to interrupt supplies, the performance of the contract shall be suspended for the period in which it is unable to provide deliveries. Once the obstacle due to force majeure or accidental events ceases, the obligations under the terms of this contract shall once again be applicable.

Considered as being cases of force majeure or accidental events: war, riots, fire, strikes, accidents, and impossibility of obtaining supplies.

### **ARTICLE 5: ORDER**

Any order sent to MAXEVAN DIFFUSION SARL only becomes final after acceptance by MAXEVAN DIFFUSION SARL. The buyer will receive written notice concerning the order, and also, the buyer shall contact the seller in case they do not receive any notice next 3 days to track the order.

### **ARTICLE 6: MODIFICATION OF THE ORDER**

Any modification or cancellation of an order requested by the purchaser can only be accepted with the seller's agreement by email before shipping.

### **ARTICLE 7: DELIVERY OF THE PRODUCTS**

Delivery shall be made either by directly delivering the product to the purchaser, or by simple notification of availability, or by collection by a forwarding agent or carrier from the seller's premises. The deliveries shall be made subject to availability. The seller is authorized to make total or partial deliveries. The delivery times shall be given as accurately as possible but subject to the seller's procurement situation

and transport. Exceeding the delivery times shall not give rise to damages, deductions or cancellation of the orders in hand. In any case, delivery shall only be made within the time limits if the purchase is up to date with its obligations towards the seller, irrespective of the reason. The products shall be delivered carriage forward or for cash on delivery at the agreed location, in all cases, they shall travel at the purchaser's risk. Nevertheless, MAXEVAN DIFFUSION may insure the transport at the purchaser's request.

On delivery, it is essential that the purchaser checks for any possible damage or losses in transport and, if necessary, states the damage or loss observed in writing on the consignment note's receipt. Furthermore, it should inform MAXEVAN DIFFUSION SARL in writing within two days after the delivery, so that the latter may be in a position to claim against the carrier. Failing complying with the foregoing provisions, the recipient purchaser may not ask MAXEVAN DIFFUSION SARL for any compensation nor refuse to pay for the goods.

#### **ARTICLE 8: RETURN**

Any product error shall be covered by a formal agreement between the seller and the purchaser. Any product returned without this agreement shall be held at the purchaser's disposal and shall not give rise to the issue of a credit note. The costs and risks involved in the return are always at the purchaser's expense. A credit note shall be issued to the order of the purchaser for any product taken back by the seller, after the quality and quantity of the goods returned have been checked.

#### **ARTICLE 9: RESERVATION OF OWNERSHIP CLAUSE**

The goods, the subject of this contract, are sold with a clause expressly subordinating the transfer of their ownership to full payment of the principal and accessories. However, it is understood that the simple delivery of a title creating an obligation to pay, a bill of exchange or any other, is not a payment in the meaning of this clause, the seller's original receivable on the seller shall remain with all the related guarantees, including the reservation of ownership until the said bill of exchange has in fact been paid. The purchaser cannot use the goods as a pledge or transfer the ownership as a guarantee. Consequently, in the case of payment due and non-payment or all or part of the agreed price, MAXEVAN DIFFUSION SARL may, depending on the case, claim its ownership of the goods in the purchaser's hands or the amount owed to it out of the price received from their resale to the acquiring third party.

The risks on the goods sold is transferred once the purchaser takes possession of them which shall, consequently and until full payment of the price, ensure the goods are kept in good condition and shall insure them against any risk to them which may occur. In the case of attachment or any other action by a third party on the goods, it is imperative that the purchaser shall so inform the seller without delay so that it can object to it and retain its rights.

#### **ARTICLE 10: GUARANTEES**

The guarantee only covers to 3 or 5 micron plating products and for a period not exceeding 5 years from delivery. Any deterioration brought about by an external accident (unsuitable cleaning, abnormal use, etc.) shall not be covered by the guarantee.

#### **ARTICLE 11: PRICES**

The prices of the products sold are those given in the seller's price lists which are given to the purchaser on request. The prices are understood to be net, ex-works, including packing.

#### **ARTICLE 12: INVOICE**

An invoice is sent out together each delivery, and included with it. This invoice shall include all the endorsements in compliance with article 31 of the order of 1<sup>st</sup> December 1986.

#### **ARTICLE 13: PAYMENT ISSUE**

Invoices are payable in full in cash, bank transfer, by bank check, by credit card, or postal check based on customer's preference. Terms are based on agreements between seller and purchaser.

In the case of payment by a bill of exchange, this shall be returned to MAXEVAN DIFFUSION SARL and accepted by it within 10 days.

#### **ARTICLE 14: LATE OR NON-PAYMENT**

In the case of late payment, the seller may suspend all orders in hand, without prejudice to any legal proceedings. In the case of failure to pay in full on the due date fixed, the following terms shall be applied: payment should be immediately without prior formal notice and in compliance with articles L441-6 of commercial code, the penalties should be payable the day after due date. The penalty rate is 10% per year.

#### **ARTICLE 15: TRADEMARK**

The business relations established by MAXEVAN DIFFUSION SARL and the purchaser do not confer any right to use MAXEVAN DIFFUSION SARL without written agreements. Any sale of counterfeit goods MAXEVAN DIFFUSION SARL liable to create confusion in the minds of the public is strictly prohibited.

#### **ARTICLE 16: ADVERTISING**

Advertising or any advertising material produced may only use the trademark with express and prior written agreement with the seller, MAXEVAN DIFFUSION SARL. If any customers pursue to use our trade mark, it should be agreed with the seller for the usage of trademark of seller by written before the advertising is started.

#### **ARTICLE 17: JURIDICIAL DISPUTES**

The parties shall endeavor to come to an amicable agreement before any legal dispute. In the case of a lawsuit of any nature or any dispute concerning the establishment, or the fulfillment, of the contract, should be filed in only the MEAUX Commercial Court.

#### **ARTICLE 18: OWNERSHIP**

Law No. 80.335 of 12 May 1980, relating to the reservation of ownership clause, is applicable to the goods described in this document; in fact they shall remain our property until full payment has been made.