

QUIMDIS
STANDARD TERMS OF SALE

BASIC PRINCIPLES

This document describes QUIMDIS' standard terms of sale for all of the products sold. These standard terms of sale are applicable on 1 January 2013. In this document, the company, firm or administration, or any other legal entity or client legal entity of QUIMDIS is called «the buyer».

ACCEPTANCE AND UNENFORCEABILITY

Placing an order with QUIMDIS implies the Buyer's full acceptance of these terms. Orders are only final if they have been confirmed in writing to the buyer. Our merchandise is invoiced at the price confirmed to the buyer. Our payment conditions appear on our order confirmation. No discounts are paid in the event of early payment.

SPECIFICATIONS

All of the products sold by QUIMDIS are covered by a specification drawn up by QUIMDIS or by QUIMDIS' Suppliers. The limit of QUIMDIS' liability and the warranty given on these products ends with the warranty of these specifications. Placing an order with QUIMDIS is deemed as express acceptance of these specifications.

DOCUMENTATION

Any technical documentation, usage recommendation, and, in general, any technical and commercial documents, are only submitted by QUIMDIS to the buyer for information purposes. Our company reserves the right to modify at any time the technical documentation, specifications, safety sheets, prospectuses, catalogues or any other document.

PAYMENT CONDITIONS

It is expressly agreed that any amount not paid by the due date appearing on the invoice shall, as a matter of law, give rise to:

- a) Pursuant to Article L441-9 of the French Commercial Code [*Code du commerce*], amended by the Decree of 4 October 2012, the charging of penalties of an amount equal to three times the official interest rate in force and the payment of a EUR 40 lump-sum compensation for collection expenses. These penalties shall be due if requested in writing by QUIMDIS.
- b) All amounts due shall become immediately payable.
- c) The buyer's reimbursement of all expenses related to collection.
- d) A lump-sum compensation equal to 15% of the amounts still due (minimum: EUR 200) shall become due as a penalty clause.

Any amount not paid by its due date shall entitle QUIMDIS to suspend or terminate - as a matter of law and without notice - the performance of all contracts in progress, by sending a letter to the buyer, by registered mail with acknowledgement of receipt, until full payment has been made of the amounts due. Moreover, QUIMDIS reserves the right to implement the reservation of title clause as mentioned in these standard terms of sale. Under no circumstances can payments be suspended or be set off in any way without our company's prior written consent.

TRANSPORT AND DELIVERY RISKS

The delivery dates and time limits agreed with the Buyer are and shall remain indicative. Under no circumstances can a failure to keep to delivery time limits give rise to damages, withholding, or to the cancellation of orders in progress.

Regardless of the circumstances, the products travel at the risks of the buyer, who, in the event of damaged, lost or missing items, must express any necessary reservations to the carrier in accordance with the terms provided by law. Otherwise, the complaint cannot be accepted by QUIMDIS.

WARRANTIES

QUIMDIS' obligation is limited to the supply of the products ordered; the buyer is alone responsible for the choice and for the usage conditions of the products purchased from QUIMDIS. Prior to ordering, the buyer must make sure that the merchandise is appropriate for the use intended by it. The buyer is also responsible for checking the conformity of the products, as soon as it receives the latter.

COMPLAINTS

Time limits and conditions :

In order to be admissible, any complaint by the buyer must take place within:

- 15 days of the receiving of the products ;
- 45 days of the receiving of the product, if the complaint concerns the intrinsic quality of the product and cannot be reasonably discovered within a period of 15 days from the receiving date.

A complaint cannot be accepted if the order in question has not been contested by the buyer within the indicated time limit.

Return of the products :

Under no circumstances can the buyer return the products to QUIMDIS without the latter's consent.

USE OF THE PRODUCTS – SAFETY

During the use, transport, storage and processing of the products, the buyer undertakes to follow all of the rules concerning environmental protection, public health and the protection of people and property. Accordingly, the buyer undertakes to comply, in particular, with the legal regulations and information concerning the products mentioned, notably in the safety data sheets. The buyer undertakes to ensure that its employees follow all of these rules.

RESERVATION OF TITLE CLAUSE

The seller keeps ownership of the merchandise sold until the entire price has been paid in principal and ancillary amounts.

In the event of a failure to make payment by the due date, QUIMDIS shall take back possession of the merchandise it continued to own.

GOVERNING LAW AND COMPETENT JURISDICTION

These standard terms of sale are governed by French law; in the event of a dispute, only the courts of Nanterre, France shall have jurisdiction.