General Conditions of Sale applicable on 1/01/2013

Sales of PRODUCTS are subject to these terms and conditions which prevail over the BUYER's terms of purchase. Any exception must be the subject of prior and written approval from the SELLER. Any special conditions signed between the parties shall prevail over this document in the event of contradictory stipulations. Orders placed on a website are subject to the terms and conditions available on that website.

1- Definitions: When used in this document in capital letters, the following terms will take the meanings given below:

BUYER: professional reseller of PRODUCTS

SELLER: the company whose full contact details appear on the front or on the special conditions of sale.

PRODUCT(S): all products and goods manufactured and / or commercialised by the SELLER.

ORDER(S): PRODUCT order sent by the BUYER and expressly accepted by the SELLER. The ORDER cannot be cancelled by the BUYER.

PAYMENT(S): credit posted to the SELLER's bank account for the total amount due by the BUYER for a given invoice.

DELIVERY: acceptance by the transporter of the PRODUCTS.

2- Area and territoriality of the offer: Product offers are exclusively reserved for professionals. The SELLER reserves the right to change the products offered in its paper and electronic catalogues at any time and without prior notice.

3- Price: The prices are expressed in Euros, excluding taxes. Invoicing is based on the price in effect on the day of ORDER placement, provided that the DELIVERY date requested by the BUYER is less than one month later. Otherwise, the billing will be done on the basis of the price in effect on the date of DELIVERY.

These prices may be revised, without prior notice, depending on changes in the components of the cost price of the PRODUCTS. Whenever the BUYER receives, in the form of new prices or invoices based thereon, an offer to modify the price, it is deemed to have tacitly accepted it if it has not expressed its refusal to the SELLER by registered letter with acknowledgement of receipt received in the fifteen days following receipt of the offer.

4- Order: Any ORDER is deemed as express and irrevocable acceptance of the prices and these General Conditions of Sale. The SELLER reserves the right to cancel or refuse any ORDER from a BUYER with which it has an existing dispute regarding payment for a previous ORDER. In case of stock shortage, the SELLER will propose a new delivery time or a substitute product to the BUYER; if it refuses, its ORDER will be cancelled.

5- Payment and billing: PAYMENTS are made in cash to the SELLER chosen domicile. The invoice will be sent to the BUYER as soon as the goods are shipped. In the event of NON-PAYMENT of all or part of the invoices by their due date, the sums due will generate interest for late payment, automatically and without formal notice, at the legal interest rate multiplied by 3 and set compensation for collection costs of 40 euros will be due (L441-6 of the Code of Commerce). The BUYER also risks having forfeiture of the term pronounced for all sums due to the SELLER on the date of exceeding the PAYMENT deadline. In the event of deterioration of the Client's creditworthiness, the SELLER reserves the right to cancel or defer the provision of PRODUCTS ordered until full PAYMENT has been received for all invoices due and, in the event of insolvency, to seek PAYMENT of the price from the most creditworthy legal entity(ies) belonging to the BUYER's group of companies or having the same manager as the BUYER. In the event of a change in the BUYER'S legal capacity, change in its professional activity, transfer, lease, contribution to a company or pledge of its business, all sums due to the SELLER may, at the latter's choice, become immediately due and the SELLER reserves the right to no longer deliver the PRODUCTS ordered by the BUYER.

6- - Clause on retention of ownership /Transfer of risks: the SELLER expressly reserves ownership of the delivered PRODUCTS until full PAYMENT of their price in principal, costs and related charges. Until PAYMENT has been made, the BUYER shall refrain from reselling the PRODUCTS or conferring any right to a third party over them, without the prior written consent of the SELLER. The BUYER agrees to include on a separate line, on the assets side of its balance sheet, the PRODUCTS for which transfer of ownership is suspended for NON-PAYMENT. The BUYER agrees to inform the SELLER, within forty-eight hours, of any seizures undertaken by third parties and/or any disappearance of the PRODUCTS in its stores or warehouses. PRODUCTS whose price, plus interest, has not been paid to the SELLER must be returned by the BUYER, in new condition and at its expense.

Any amount paid by the BUYER will be retained as compensation.

Upon DELIVERY, the risks and custody of the PRODUCTS will be transferred to the BUYER.

7- Delivery and transport: DELIVERY of the PRODUCTS is done at one or more times for the same ORDER under CPT (postage paid) conditions according to the definition of INCOTERMS 2010, unless otherwise agreed in writing by the parties. If the BUYER, for any reason whatsoever, does not take possession of the delivered PRODUCTS, the SELLER will invoice them at an increased price for the related storage and/or insurance costs.

In all cases, transport operations will be done at the risk of the BUYER, which is responsible for checking shipments on arrival and exercising, if necessary, recourse against transporters, in compliance with the rules governing this matter. The BUYER will send the SELLER, within three days of receipt of the PRODUCTS, a copy of the complaint sent to the transporter. Otherwise, the PRODUCTS will be deemed to have been received in good condition. The SELLER will invoice the BUYER for the carriage due.

8- Industrial Property - Trade Name: the BUYER shall refrain from modifying, concealing or removing the distinctive signs affixed by the SELLER to the GOODS. Failure to comply with this obligation will result in cancellation, ipso jure and without prior notice, of ORDERS in progress and forfeiture of the term for any sum due by the BUYER; this shall be without prejudice to the action for liability that the SELLER could bring against the BUYER.

9- Guarantee: With the exception of fuel cells for which the only commercial guarantee offered to consumers by their manufacturer applies, the PRODUCTS are contractually guaranteed for a period of one year from the date of DELIVERY and subject to the guarantee of a third party. The guarantee for the PRODUCTS is limited to refund or replacement, partial or complete, of the PRODUCTS that the SELLER acknowledges as defective. The legal guarantee applies within the same limits and to the exclusion of any other compensation, for any reason whatsoever. The BUYER must check the PRODUCTS when they are delivered by the transporter. This inspection must address the quality, quantities and references of the PRODUCTS, as well as their conformity to the ORDER. No claim is taken into account after the period of 15 days following the day of delivery to the BUYER by the transporter. If the BUYER intends to take legal action, it must do so within one year following DELIVERY, or else its action will be time-barred. The BUYER will assume, alone, in relations with its customers, the guarantee of compliance under the responsibility of sellers. No return of products or goods will be accepted without the prior written agreement of the SELLER: the returned PRODUCTS must be shipped free of charge and in their original condition and packaging.

10- Liability and Force Majeure: The SELLER cannot be held liable for non-performance of the contract in the event of a stock shortage, unavailability of the product or delays in delivery. Delays in delivery cannot, therefore, lead to cancellation of the ORDER or payment by the SELLER of any compensation, unless formal notice is given by the BUYER by registered letter with acknowledgement of receipt and not followed up by the SELLER within one month from the date of receipt of said notification. In any event, the liability of the SELLER cannot be engaged in case of force majeure.

11- - Resolution The contract binding the SELLER to the BUYER may be automatically terminated, the delivery delayed or the goods retained, by the SELLER, in the following cases: non-payment on the agreed due date of all sums due under this contract or non-compliance with the stipulations of the retention of ownership clause mentioned above. The resolution will be effective on the day of first presentation, to the BUYER, of a registered letter with acknowledgment of receipt of notification. If the sale is resolved as a result of a breach by the BUYER of its obligations, the latter shall pay the SELLER compensation set at 20% of the amount of the invoice(s) concerned by the breach.

12- Applicable law and competent courts This contract is subject to French law. In the event of a dispute, the courts within the jurisdiction of the Paris Court of Appeal shall be solely competent.