

GENERAL CONDITIONS OF SALE BETWEEN PROFESSIONALS

CONTRACT MANUFACTURING DEPARTMENT

GILBERT PRODUCTION FALAISE
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Article 1 – Purpose and scope of the general terms and conditions of sale

Any order of products irrevocably implies the acceptance without reserve by the professional purchaser and its full and complete adhesion to the present general conditions of sale which prevail on any other document of the professional purchaser (whatever the clauses which can appear there) and in particular on any general conditions of purchase, except express, written and preliminary agreement of the company **GILBERT PRODUCTION FALAISE** and this, whatever the moment when the aforementioned document will have been able to be brought to the knowledge of the latter. The present general conditions of sale apply to all sales of products by the company **GILBERT PRODUCTION FALAISE** except specific agreement prior to the order agreed in writing between the parties. Consequently, the placing of an order by a professional purchaser implies the latter's unreserved acceptance of these general conditions of sale, unless special conditions are agreed in writing by the company **GILBERT PRODUCTION FALAISE** to the professional purchaser (manufacturing contract, purchase order or other).

Any other document than the present general conditions of sale, in particular catalogs, prospectuses, advertisements, notices, has only an informative and indicative value, not contractual.

Article 2 – Responsibilities

The company **GILBERT PRODUCTION FALAISE** shall not be liable, for any reason whatsoever, when it is for it to ensure the formulation of products, manufacturing, packaging or any other task, other than within the limits of Article 8.6 below.

The professional purchaser is solely responsible for the exploitation of the products it orders from the company **GILBERT PRODUCTION FALAISE**, their marketing and distribution (marketing, promotion, advertising, etc.), their use and any damage that may result. The professional purchaser guarantees the company **GILBERT PRODUCTION FALAISE** of any action relating to the destination, the destiny, the harmlessness and the adequacy of the products with the envisaged use.

Article 3 – Tolerances, wastages and losses

As a normal tolerance, the company **GILBERT PRODUCTION FALAISE** has the possibility of delivering 10 % (ten percent) more or less of the ordered quantities, without this difference being able to justify a complaint on behalf of the professional purchaser. This variation of quantity does not modify the agreed unit or fixed price.

The professional purchaser who supplies all or part of the components necessary for the execution of the order accepts a shrinkage based, on the one hand, on the type of component and, on the other hand, on the series, according to the values shown below. These values are given in percentages or in liters. The quantities of the defective components agreed upon by the suppliers of these components must be added.

	Quantity per production launch	
	≤ 12 500	> 12 500
Bottles	3 %	2 %
Pumps and caps	4 %	3 %
Stoppers	4 %	3 %
Boxes and sleeves	8 %	3 %
Labels	10 %	5 %
Jars	3 %	2 %
Plastic tubes	4 %	3 %
Metal tubes	4 %	3 %
Brochures, leaflets and other printed material	5 %	3 %

For a delivery in barrels, liquid or powder, unit loss: 3 (three) liters;

For perfumes: 4% (four percent) regardless of the series;

For other raw materials and packaging items: 3% (three percent) regardless of series.

Article 4 – Tools

For the production of printing plates and/or cylinders for printing, the construction and/or purchase of special tools necessary for the execution of a given order, the professional purchaser will be asked for a financial contribution. This will be invoiced separately, payable at the time of order. These tools can be used for other professional purchasers, unless otherwise agreed. These tools will be and remain the exclusive property of the company **GILBERT PRODUCTION FALAISE**.

Article 5 – Intellectual property

The studies, analyses, quotations, formulas and other documents or information given or sent by the company **GILBERT PRODUCTION FALAISE** to the professional purchaser remain the exclusive property, as the case may be, of the company **GILBERT PRODUCTION FALAISE**, of the companies of the group of which the company **GILBERT PRODUCTION FALAISE** is a part or of the suppliers of the company **GILBERT PRODUCTION FALAISE**, which are the only holders of the intellectual property rights on these elements, and must be returned to the company **GILBERT PRODUCTION FALAISE** at its request and at the expense of the professional purchaser.

Similarly, the know-how used for the manufacture and packaging of the products of the order is and will remain the property of the company **GILBERT PRODUCTION FALAISE** or the companies of the group of which the company **GILBERT PRODUCTION FALAISE** is part. The professional purchaser undertakes not to disclose this know-how to a third party.

The professional purchaser undertakes not to make any use of these elements likely to infringe the intellectual property rights of the company **GILBERT PRODUCTION FALAISE** or of the companies of the group of which the company **GILBERT PRODUCTION FALAISE** is a part or of the suppliers of the company **GILBERT PRODUCTION FALAISE** and undertakes not to disclose them to any third party.

The professional purchaser grants to the company **GILBERT PRODUCTION FALAISE**, free of charge, for the sole purpose of executing the order, a non-exclusive and non-transferable license to use the trademarks to be affixed to the products, of which it declares to be the owner or authorized user, with the right to (sub)license any subcontractor.

The professional purchaser guarantees the company **GILBERT PRODUCTION FALAISE** that the execution of its orders is not in violation of any right (and in particular of any intellectual property right) of third parties, nor does it constitute an act of unfair competition and/or parasitism and, in particular, that its brand does not infringe any brand of third parties. In the event of a claim from a third party on the basis of an infringement of a right (including an intellectual property right) and/or an act of unfair competition and/or parasitism committed by the professional purchaser, the professional purchaser undertakes to assist the company **GILBERT PRODUCTION FALAISE** and subcontractors of the company **GILBERT PRODUCTION FALAISE** in the defence of their interests. In the event that legal action is taken against the company **GILBERT PRODUCTION FALAISE** and/or subcontractors of the company **GILBERT PRODUCTION FALAISE**, alone or jointly with the professional purchaser and/or any other person, the professional purchaser would ultimately assume and would be required to reimburse the company **GILBERT PRODUCTION FALAISE** and/or subcontractors of the company **GILBERT PRODUCTION FALAISE** costs of proceedings, of lawyers, councils as well as the condemnations pronounced against the company **GILBERT PRODUCTION FALAISE** and/or the subcontractors of the company **GILBERT PRODUCTION FALAISE** (principal, accessories, Articles 700 of the French code of civil procedure, costs, etc.)) that these condemnations are pronounced on a final basis or that they are still susceptible of appeal with the condition, in this last case, that they are accompanied by the provisional execution. The professional purchaser will be able, if it wishes it, to join the company **GILBERT PRODUCTION FALAISE** and/or the subcontractors of the company **GILBERT PRODUCTION FALAISE** at ends of organization of the defence of its own interests as well as those of the company **GILBERT PRODUCTION FALAISE** and/or the subcontractors of the company **GILBERT PRODUCTION FALAISE**.

Article 6 – Protection of personal data

6.1 The purposes of processing

The personal data communicated by the professional purchaser at the time of the order are confidential and will be used by the company **GILBERT PRODUCTION FALAISE** only for the processing of orders and/or for sending mail or e-mails of information and to meet certain legal obligations to which the company **GILBERT PRODUCTION FALAISE** is subject.

The collection of personal data is necessary for the execution of the manufacturing contract between the company **GILBERT PRODUCTION FALAISE** and the professional purchaser. The professional purchaser is required to provide its personal data, otherwise the company **GILBERT PRODUCTION FALAISE** will not be able to fulfill its contractual obligations.

The collection of personal data is also necessary for the respect by the company **GILBERT PRODUCTION FALAISE** of the provisions of the French law "n°2011-2012 du 29 décembre 2011 relative au renforcement sanitaire de la sécurité sanitaire du médicament et des produits de santé" which aims at guaranteeing the independence and the impartiality of the decisions taken in health matter. Under this last point, the company **GILBERT PRODUCTION FALAISE** is required to communicate the existence of its links with all health professionals, students, learned societies, associations, media, etc., whether in the form of remuneration, agreements or benefits in kind or in cash, on the French public database "Transparence-Santé". In this context, certain personal data may be published by the company **GILBERT PRODUCTION FALAISE** and may also be transmitted by the company **GILBERT PRODUCTION FALAISE** to professional bodies and to any other body authorized to receive them. All the information made public by the company **GILBERT PRODUCTION FALAISE** are in accordance with the regulatory provisions in force.

6.2 Recipients of personal data

The controller is the company **GILBERT PRODUCTION FALAISE**. The access to the personal data of the professional purchaser is restricted to the employees of the company **GILBERT**

PRODUCTION FALAISE entitled to treat them because of their functions, as well as to the providers and/or subcontractors of the company **GILBERT PRODUCTION FALAISE** which need this information within the framework of the execution of their service in particular with an aim of providing to the professional purchaser the products objects of its order, without the authorization of the professional purchaser being necessary.

The company **GILBERT PRODUCTION FALAISE** shares the professional purchaser's personal data with third parties only if required by law and/or if the company **undefined** has the professional purchaser's express permission to do so.

6.3 Duration of retention of personal data

The data processed in order to manage the commercial relationship between the professional purchaser and the company **GILBERT PRODUCTION FALAISE** are kept for the duration of this relationship.

At the end of this period, the company **GILBERT PRODUCTION FALAISE** proceeds to the archiving of these data, in accordance with the prescriptions envisaged by the French code of consumption, the French commercial code and the French civil code in order to prevent any litigation or to respect a legal obligation.

6.4 Rights of the professional purchaser

In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the French Law "n°78-17 du 6 janvier 1978 relative à l'informatique, aux fichiers et aux libertés", the professional purchaser benefits from the right to ask the company **GILBERT PRODUCTION FALAISE** for access to personal data, rectification or deletion of such data, or for a limitation of the processing of its data.

Under certain circumstances, the business purchaser may also have the right to data portability. This right offers him the possibility to recover part of its personal data in an open and machine-readable format. It can thus store or transmit them easily from one information system to another, with a view to reusing them for personal purposes.

The business purchaser may also give general or specific instructions as to the disposition of its personal data after its death. The particular directives can be registered with the data controller (the company **GILBERT PRODUCTION FALAISE**). General directives can be registered with a trusted digital third party certified by the Commission Nationale de l'Informatique et des Libertés. The professional purchaser has the possibility to modify or delete these directives at any time.

In the event that the professional purchaser believes that its rights are not respected with regard to the protection of its personal data, it may file a complaint with the Commission Nationale de l'Informatique et des Libertés.

To exercise its rights, the professional purchaser must send its request by mail to the following address: **Avenue du Général de Gaulle, 14200 Hérouville Saint-Clair, France**.

The company **GILBERT PRODUCTION FALAISE** also has a data protection officer whose contact details are as follows: dpo@labogilbert.fr.

In the case where the company **GILBERT PRODUCTION FALAISE** would have doubts on the identity of the professional purchaser, it will be able to ask the professional purchaser to prove its identity by any means.

In the event that the company **GILBERT PRODUCTION FALAISE** does not respond to the request made by the professional purchaser, the company **GILBERT PRODUCTION FALAISE** informs the professional purchaser without delay of the reasons for its inaction and at the latest within 1 (one) month from receipt of the request as well as its right to file a complaint with the Commission Nationale de l'Informatique et des Libertés (CNIL), this period may be extended 1 (one) time.

Article 7 – Orders

7.1 Définition

By order, it is understood any order relating to the products appearing on the tariff in force addressed from the company **GILBERT PRODUCTION FALAISE** to the professional purchaser and accepted by the company **GILBERT PRODUCTION FALAISE**, accompanied by the payment of the advance payment possibly envisaged on the purchase order. The orders can be transmitted to the company **GILBERT PRODUCTION FALAISE** by mail, fax, e-mail, by telephone to the customer service representatives of the professional purchaser or directly to the representatives.

Any order must respect the standard quantities (packages) indicated on the price list in force at the date of placing or relate to a multiple of the said standard quantities. If not, the company **GILBERT PRODUCTION FALAISE** will round up the quantity ordered to the higher standard quantity or to the multiple of the higher standard quantity and will deliver and invoice the quantity thus rounded up, without the professional purchaser being able to claim any compensation or the cancellation of the order.

The taking into account of the order and the acceptance of this one are confirmed by the sending of an e-mail. The data recorded in the computer system of the company **GILBERT PRODUCTION FALAISE** constitute the proof of all transactions concluded with the professional purchaser.

The benefit of the order is personal to the professional purchaser and cannot be transferred without the express, written and prior agreement of the company **GILBERT PRODUCTION FALAISE**.

7.2 Modification

The orders transmitted to the company **GILBERT PRODUCTION FALAISE** are irrevocable for the professional purchaser, except written acceptance on behalf of the company **GILBERT PRODUCTION FALAISE**.

Any request to change the composition or volume of an order placed by a professional purchaser, as well as any request for cancellation, can only be considered by the company **GILBERT PRODUCTION FALAISE** if they are made in writing (including fax) and are received by the company **GILBERT PRODUCTION FALAISE** prior to any commencement of execution of the said order (and in particular prior to any ordering of the components necessary to execute the order).

If the company **GILBERT PRODUCTION FALAISE** does not agree to modify or cancel an order, which it is in any case always entitled to do, the advance payments possibly paid will not be returned to the professional purchaser and will be considered as a deposit.

In case of acceptance by the company **GILBERT PRODUCTION FALAISE** of a request for modification formulated by a professional purchaser, the company **GILBERT PRODUCTION FALAISE** will be released from the possible deadlines agreed for its execution.

Article 8 – Deliveries

8.1 Terms and conditions

All deliveries are made "FCA Hérouville Saint-Clair (14200 – France)" according to the terms of the FCA clause of the Incoterms® 2020 of the International Chamber of Commerce.

If necessary, the professional purchaser shall send without delay to the company **GILBERT PRODUCTION FALAISE** any document attesting the exit of the French metropolitan territory of each delivery of products, so that the said document can be presented to the competent French authorities if necessary. Otherwise, the professional purchaser shall bear alone any financial and fiscal consequences (penalties, fines, etc.) that the competent French authorities could impose due to the non-presentation of said document.

8.2 Delivery times

The delivery times are given by the company **GILBERT PRODUCTION FALAISE** only as an indication and indicative; they depend in particular on the order of arrival of the orders, the logistic time of reference in the profession, the manufacturing time of the ordered products and the availability of the ordered products. The company **GILBERT PRODUCTION FALAISE** is authorized to carry out deliveries in a total or partial way.

The company **GILBERT PRODUCTION FALAISE** endeavours to respect the delivery periods which it indicates according to its possibilities of supply in components, energies or others near its suppliers, of the availability of the carriers, the respect by the professional purchaser of the conditions of payment and payment of the instalments, the absence of case of absolute necessity.

Delays in delivery shall not give rise to any penalty or compensation, nor shall they motivate the cancellation of the order. However, if 8 (eight) weeks after the indicative date of delivery initially envisaged, the product was not delivered for any other cause than a case of absolute necessity or in the event of delay or suspension of the delivery ascribable to the professional purchaser, the sale could then be cancelled as of right with the request of one or the other of the parts, without letter of preliminary setting in residence and without restitution. The early termination will take effect on the date of receipt or, in the absence of receipt, on the date of first presentation of the registered letter with acknowledgement of receipt notifying the decision to terminate, without either party being able to claim any compensation for this fact alone, the penalty clauses appearing on the commercial documents of the professional purchaser being unenforceable against the company **GILBERT PRODUCTION FALAISE**.

8.3 Storage

The company **GILBERT PRODUCTION FALAISE** will store the finished products free of charge 15 (fifteen) days after the date of provision and invoicing. Beyond this period, the company **GILBERT PRODUCTION FALAISE** will be able to invoice storage charges according to the bases defined quarterly.

8.4 Risks

The transfer to the professional purchaser of the risks of loss or deterioration of the products, as well as the risks of damage that the products could cause, is carried out once the products are loaded on the truck of the carrier at the exit of the warehouses of the company **GILBERT PRODUCTION FALAISE**, independently of the transfer of ownership, and this whatever the date of the order or the payment of this one.

8.5 Transport

The professional purchaser recognizes that it is the carrier who is responsible for making the delivery, the company **GILBERT PRODUCTION FALAISE** being deemed to have fulfilled its obligation of delivery when it has given the ordered products to the carrier who has accepted them without reservation. The professional purchaser has no recourse in warranty against the company **GILBERT PRODUCTION FALAISE** in case of failure to deliver the ordered products or damage occurred during transport or unloading.

The products travel at the risks and dangers of the professional purchaser to whom it belongs to check the state of it as of reception and, in the event of damage of the delivered goods or of missing, to carry out all the reserves necessary near the carrier, by extrajudicial act or by registered letter with acknowledgement of delivery, within a 3 (three) days maximum. A copy of the reserves will have to be addressed simultaneously to the company **GILBERT PRODUCTION FALAISE**.

Any delivery and/or any product that has not been the subject of reservations by extrajudicial act or by registered letter with acknowledgement of receipt within 3 (three) days of its receipt from the carrier, in accordance with Article L. 133-3 of the French commercial code, will be considered accepted by the professional purchaser.

8.6 Receipt

Without prejudice to the measures to be taken by the professional purchaser vis-à-vis the carrier as described in article 8.5 above, in the event of apparent defects or shortages, any complaint, reserve or dispute, whatever the nature, relating to the delivery and/or the delivered products, will be accepted by the company **GILBERT PRODUCTION FALAISE** only if it is carried out in writing, by registered letter with acknowledgement of receipt, within the time limit of 3 (three) days provided for in article 8.5 above. No complaint, reserve or dispute will be validly accepted in case of non-

compliance with these formalities by the professional purchaser.

It is up to the professional purchaser to provide all the justifications as for the reality of the apparent defects or missing noticed, the company **GILBERT PRODUCTION FALAISE** reserving the right to proceed, directly or indirectly, with any observation and checking on the spot.

No return of goods may be made by the professional purchaser without the prior express written agreement of the company **GILBERT PRODUCTION FALAISE** notably obtained by fax or e-mail. Any product returned without this agreement would be held at the disposal of the professional purchaser and storage costs would then be charged to it until complete recovery by its care. The expenses and risks of the return will be the responsibility of the company **GILBERT PRODUCTION FALAISE** only in the case where an apparent defect is effectively noted by the latter or its agent and where this apparent defect is ascribable to it.

Only the carrier chosen by the company **GILBERT PRODUCTION FALAISE** is entitled to make the return of the products concerned. The professional purchaser will have to hold the products concerned at the disposal of this one. The returned products will have to be accompanied by a good of return to be fixed on the parcel and will have to be in the state in which they were delivered. When, after control, an apparent defect or a lack is actually found by the company **GILBERT PRODUCTION FALAISE** or its agent and that this apparent defect or lack is attributable to it, the professional purchaser can only ask the company **GILBERT PRODUCTION FALAISE** the establishment of a credit to its benefit or the replacement or reprocessing of products with an apparent defect and/or the complement to fill the gaps, at the expense and choice of the company **GILBERT PRODUCTION FALAISE**, without the professional purchaser can claim any compensation or the resolution of the order. In any case the responsibility of the company **GILBERT PRODUCTION FALAISE** could not be extended to indirect damages.

The acceptance without reservation made under the conditions of paragraph 1 above of the products ordered by the professional purchaser covers any apparent defect and/or missing; the professional purchaser cannot then oppose such a defect and/or such a lack in counterclaim to defend itself in an action for recovery of debts incurred by the company **GILBERT PRODUCTION FALAISE**.

The complaint made by the professional purchaser under the conditions and according to the methods described in this article does not suspend the payment by the professional purchaser of the products concerned. The responsibility of the company **GILBERT PRODUCTION FALAISE** can in no case be called into question for facts, during transport, destruction, damage, loss or theft, even if it has chosen the carrier.

8.7 Refusal of delivery

In case of non-payment in whole or in part of an invoice due, the company **GILBERT PRODUCTION FALAISE** reserves the right to refuse to honour any order in progress and/or to come and to deliver the products concerned, without the professional purchaser can claim any compensation and without prejudice to any other right that the company **GILBERT PRODUCTION FALAISE** could claim.

8.8 Financial guarantees

All the orders which the company **GILBERT PRODUCTION FALAISE** agrees to carry out are taking into account the fact that the professional purchaser presents the sufficient financial guarantees and that it will effectively regulate the sums due to their expiry, in accordance with the legislation. Also, if the company **GILBERT PRODUCTION FALAISE** has serious or particular reasons to fear difficulties of payment on behalf of the professional purchaser at the date of the order or after this one, or if the professional purchaser does not present the same guarantees as at the date of acceptance of the order, the company **GILBERT PRODUCTION FALAISE** can subordinate the acceptance of the order or the continuation of its execution to the provision, by the professional purchaser, of guarantees in the profit of the company **GILBERT PRODUCTION FALAISE** or to a payment before forwarding.

The company **GILBERT PRODUCTION FALAISE** will also have the faculty, before the acceptance of any order, as during the execution, to require from the professional purchaser communication of its accounting documents, and in particular of the profit and loss accounts, even provisional, allowing the company **GILBERT PRODUCTION FALAISE** to appreciate its solvency.

In case of refusal by the professional purchaser of the payment before expedition, or without any sufficient guarantee being proposed by this last one, the company **GILBERT PRODUCTION FALAISE** can refuse to honour the order(s) placed and to deliver the concerned products, without the professional purchaser being able to argue of an unjustified refusal of sale or to claim any compensation.

Article 9 – Tariff – Prices

The prices to be paid by the professional purchaser are those appearing on the tariff in force at the day of the placing of the order, and, if necessary, in the specific commercial proposal addressed to the professional purchaser. However, in the case where the professional purchaser asks for the delivery of its order at a date posterior to the date of end of validity of the aforementioned tariff, the company **GILBERT PRODUCTION FALAISE** reserves the right to apply the prices appearing on the tariff in force at the day of the delivery. The prices are always exclusive of taxes, products delivered "FCA Hérouville Saint-Clair (14200 - France)" according to the terms of the FCA clause of the Incoterms® 2020 of the International Chamber of Commerce.

Article 10 – Terms of payment

10.1 Invoicing

An invoice is established for each delivery and delivered at the time of this one unless a delivery order was delivered in which case, if the company **GILBERT PRODUCTION FALAISE** wishes, a summary invoice, referring to all the delivery orders issued during the same month, will be established at the latest at the end of this same month and addressed, except contrary request of the professional purchaser, at the place of delivery of the products.

10.2 Payment

Invoices are payable in cash, in full on the day of delivery of the products under the conditions defined in the article "Deliveries" above, and as indicated on the invoice given to the professional purchaser, at the address: **undefined**.

The company **GILBERT PRODUCTION FALAISE** does not practice discount.

Only the effective cashing of the drafts or raised bill of exchange will be considered as being worth complete payment in the sense of the present general conditions of sale.

10.3 Non-payment on due date

Any sum not paid on the due date will give rise to:

- the payment by the professional purchaser of late penalties whose annual interest rate is set at the higher of the following 2 (two) rates: 5% (five percent) or 3 (three) times the legal interest rate, which rate applies to the total amount unpaid, all taxes included; pursuant to Article L. 441-10 II of the French commercial code, these penalties are automatically payable without the need for a reminder; and
- the payment of the fixed compensation for recovery costs set by Article D. 441-5 of the French commercial code at 40 (forty) euros; and
- the payment of an additional indemnity if the collection costs incurred are higher than the amount of the above-mentioned fixed indemnity; and
- the increase of the amount due of all other costs caused by the delay without prejudice to any damages that the company **GILBERT PRODUCTION FALAISE** reserves the right to claim; and
- if necessary and if the company **GILBERT PRODUCTION FALAISE** wishes it, to the immediate payment by the professional purchaser of the whole of its due invoices.

In addition, the company **GILBERT PRODUCTION FALAISE** reserves the faculty to seize the competent court so that this one makes cease this non-fulfilment, under daily astreinte per day of delay.

Article 11 – Reservation of title

The transfer of ownership of the delivered products is suspended until full payment of the price of these by the professional purchaser, in principal and accessories, even in case of granting of payment deadlines. Any clause to the contrary, in particular inserted in the general conditions of purchase, is deemed unwritten.

By express agreement, the company **GILBERT PRODUCTION FALAISE** will be able to enforce its rights under this retention of title clause in its own name and on its own behalf and/or in the name and on behalf of its suppliers, for any of its outstanding debts that remain partially or totally unpaid, on all of its products and/or the products of its suppliers still in the possession of the professional purchaser, these are conventionally presumed to be those unpaid, and the company **GILBERT PRODUCTION FALAISE** may, by right and without formality, take them back or claim them as compensation for all its unpaid invoices, at the expense, risk and peril of the professional purchaser and without prejudice to its right to terminate the sales in progress.

Any deposit paid by the professional purchaser will remain acquired to the company **GILBERT PRODUCTION FALAISE** as a lump sum compensation, without prejudice to all other actions that it would be entitled to take against the professional purchaser.

However, the risk of loss or deterioration shall pass to the professional purchaser upon delivery of the ordered products. During the period of retention of title, the professional purchaser must insure the unpaid goods against any damage suffered or caused by them, until full transfer of ownership, the insurance policies must mention the ownership of the company **GILBERT PRODUCTION FALAISE** or suppliers of the latter. The professional purchaser is obliged to justify it to the company **GILBERT PRODUCTION FALAISE** at the time of the delivery. Failing this, the company **GILBERT PRODUCTION FALAISE** would be entitled to delay the delivery until presentation of this proof.

The professional purchaser may only resell the unpaid products in the normal course of business. It may in no case pledge, grant a security interest, pledge or transfer the ownership of its unpaid stocks as a guarantee.

The professional purchaser must immediately notify the company **GILBERT PRODUCTION FALAISE** in case of seizure or any other intervention of a third party or of transfer or pledge of its business.

If the professional purchaser resells the products before full payment, it will be deemed to have resold on behalf of the company **GILBERT PRODUCTION FALAISE**; the deposits already paid by it will then be automatically offset against the sums owed to the company **GILBERT PRODUCTION FALAISE** for the sale made on its behalf.

The company **GILBERT PRODUCTION FALAISE** may also require, in case of total or partial non-payment of an invoice on the due date, the resolution of the sale and the reclamation of the products delivered after sending a simple formal notice, the return costs being borne by the professional purchaser and the payments made remaining acquired to the company **GILBERT PRODUCTION FALAISE** as a penalty clause. Similarly, the company **GILBERT PRODUCTION FALAISE** may unilaterally, after sending a notice of default, draw up or have drawn up an inventory of products it has invoiced still in possession of the professional purchaser, which undertakes to leave free access to its warehouses, stores or other for this purpose, ensuring that the identification of such products is always possible.

In the event of the opening of insolvency proceedings, to the extent permitted by law and subject to any applicable public policy provisions, outstanding orders will be automatically cancelled and the company **GILBERT PRODUCTION FALAISE** reserves the right to reclaim the goods in stock.

The above provisions do not prevent the transfer to the professional purchaser of the risks of loss or deterioration of the products subject to retention of title as well as the damage they may cause, as soon as the goods are shipped.

The benefit of the present retention of title clause will be automatically transmitted to any third party subrogated in the rights, actions and privileges of the company **GILBERT PRODUCTION FALAISE** under its claim.

Article 12 – Warranty against hidden defects

The defects and deteriorations of the delivered products attributable to the professional purchaser or its agents, in particular consecutive to abnormal conditions of storage and/or conservation at the professional purchaser or its agents, in particular in the event of accident of some nature that it is, will not be able to open right to the guarantee of the latent defects which could be due by the company **GILBERT PRODUCTION FALAISE**.

Under the warranty of latent defects, the company **GILBERT PRODUCTION FALAISE** will only be required to replace or reprocess without charge the defective or damaged goods or to establish a credit note, at the option of the company **GILBERT PRODUCTION FALAISE**, without the professional purchaser being able to claim any compensation or the resolution of the order.
The company **GILBERT PRODUCTION FALAISE** guarantees only the products delivered against hidden defects, in accordance with the law, the uses, the jurisprudence and under the following conditions: the guarantee applies only to the products which became regularly the property of the professional purchaser and of which, if necessary, the deadline of consumption or the date of minimal durability indicated on the packing is not exceeded. It applies only to products entirely manufactured by the company **GILBERT PRODUCTION FALAISE**. It is excluded as soon as it was made use of the products under conditions of use or abnormal performances or not envisaged.

Article 13 – Force majeure

Events beyond the control of the parties, which they could not reasonably be expected to foresee and which they could not reasonably avoid or overcome, shall be considered as force majeure or fortuitous events, insofar as their occurrence renders the performance of the obligations totally impossible.

Are in particular assimilated to cases of force majeure or fortuitous discharging the company **GILBERT PRODUCTION FALAISE** of its obligations: strikes of all or part of its personnel or its usual carriers, lock-outs, fires, floods, storms, wars, riots, production stoppages due to fortuitous breakdowns, epidemics, administrative decisions, thawing barriers, roadblocks, strikes or supply disruptions on the part of any of its suppliers for a cause not attributable to it.

In such circumstances, the company **GILBERT PRODUCTION FALAISE** will notify the professional purchaser in writing, including by fax or email, the manufacturing contract between the company **GILBERT PRODUCTION FALAISE** and the professional purchaser being then suspended automatically without compensation, from the date of occurrence of the event.

If the event were to last more than 30 (thirty) days as from the date of occurrence of this one, the contract concluded by the company **GILBERT PRODUCTION FALAISE** and its professional purchaser will be able to be cancelled of right by the most diligent part, without letter of preliminary setting in residence and without restitution.

Such termination shall take effect on the date of receipt or, in the absence of receipt, on the date of first presentation of the registered letter with acknowledgement of receipt denouncing said contract, without either party being entitled to claim damages.

Article 14 – Hardship clause

In the event of a change in circumstances of an economic nature, unforeseeable at the time of the conclusion of the manufacturing contract, and foreign to the company **GILBERT PRODUCTION FALAISE** and/or the professional purchaser, which would have the effect of upsetting the economic bases of the commercial relationship existing between the parties to the point of making it seriously prejudicial and/or difficult for one and/or the other of the parties to perform their obligations, the parties undertake to renegotiate the financial conditions in a spirit of cooperation and fairness with a view to returning to a position of equilibrium comparable to that which existed before the occurrence of this change in circumstances.

The parties agree to meet no later than 8 (eight) days after the date of receipt or, in the absence of receipt, the date of first presentation of the registered letter with acknowledgement of receipt sent by one of them to the other and formulating a request for renegotiation.

The renegotiation shall not exceed 30 (thirty) days and the parties agree that the renegotiation shall be carried out in good faith and in particular without any wrongful conduct impeding the renegotiation. During this period, the commercial relationship will continue under the conditions applicable before the change of circumstances.

If no agreement is reached at the end of the renegotiation period, the commercial relationship will be terminated by operation of law at the request of either party, without prior formal notice, without any right to restitution and without either party being entitled to claim any compensation. Such early termination shall take effect upon expiration of a 30 (thirty) day notice period.

Obligations owed by either party prior to the occurrence of the change in circumstances shall be performed under the terms and conditions applicable prior to such occurrence.

Article 15 – Election of domicile

The election of domicile is made by the company **GILBERT PRODUCTION FALAISE** at its registered office.

Article 16 – Attribution de jurisdiction

Any dispute concerning the application of the present general conditions of sale, their validity, their interpretation, their execution, the contracts concluded by the company **GILBERT PRODUCTION FALAISE** or the payment of the price, will be brought before the commercial court of Caen (14000 – France), whatever the place of the order, the delivery and the payment, the method of payment, and even in the event of call in guarantee, of plurality of defendants, of procedure of urgency or procedure conservatory, in summary procedure or by request.

Bills of exchange do not novate or derogate from this jurisdiction clause.

In addition, in the event of legal action or any other action for the collection of debts by the company **GILBERT PRODUCTION FALAISE**, the costs of the legal summons as well as the lawyer's and bailiff's fees and all related costs will be charged to the defaulting professional purchaser, as well as the costs related to or resulting from the non-observance by the professional purchaser of the terms of payment or of any other obligation resulting from the commercial relationship existing between the parties

Article 17 – Non-waiver

The fact that the company **GILBERT PRODUCTION FALAISE** does not take advantage at a given time of any of the clauses of the present general conditions of sale cannot be interpreted as being worth renunciation to take advantage later of the aforesaid clause.

Article 18 – Applicable law

Any question relating to the present general terms and conditions of sale as well as to the sales they govern, which would not be dealt with by the present contractual stipulations, will be governed by French law to the exclusion of the rules of conflict of laws of the latter which could lead to the designation of another applicable law and of the material rules resulting from the international conventions.