

SAS AU CAPITAL DE 318.000 Euros RC PONT-AUDEMER 379 779 531 00027 APE 1712 Z -TVA N° FR 79 379 779 531  
CREDIT AGRICOLE IBAN : FR76 1830 6002 3536 1056 7509 177 BIC : AGRIFRPP883  
ENDUPACK - ZAC MAISON ROUGE 27800 BOSROBERT - CONTACT : INFO@ENDUPACK.COM - TEL : +33 2 32 42 70 06

For the purposes of these standard terms and conditions of sale, ENDUPACK SAS is referred to as the "Supplier".  
In general, transactions between the Supplier and the Customer will be governed by these standard terms and conditions of sale ("T&Cs"), excluding any and all terms and conditions of purchase or any other documents produced by the Customer unless said documents have been expressly accepted in writing by the Supplier.  
By placing an order, the Customer accepts the Supplier's prices and these standard terms and conditions of sale. Only the French version of these standard terms and conditions of sale is binding.

#### 1. Formation of contract

Quotes issued by the Supplier establish the special terms and conditions applicable in addition to or amending these T&Cs. Orders or amended orders received from the Customer will only be considered final by the Supplier once it has accepted them in writing. Such acceptance shall then establish the special terms and conditions which will take precedence over the T&Cs.  
If the Customer cancels all or part of his order or postpones the delivery date, without this being attributable to the Supplier, said Customer is required to compensate the Supplier for all costs incurred as of the date of receipt of the Customer's cancellation notice, without prejudice to any and all damages.  
Orders accompanied with technical requirements or specifications are only valid after all the documents have been approved by the Supplier.

#### 2. Delivery, shipping

Delivery dates are estimated unless stipulated otherwise. Any changes made to an on-going order may result in an extension of such delivery dates. Late deliveries cannot, under any circumstances, justify the cancellation, modification or deferment of the order, or other orders already confirmed, or give rise to any penalties or damages.  
For any force majeure event affecting the Supplier (such as internal strike, fire, flood, road blockade and any cause restricting or stopping our deliveries or our suppliers'), the Supplier shall be released from its liability and able to suspend or cancel on-going orders without any compensation being due.  
Delivery takes place when the Products are made ready for collection in the Supplier's factory.  
The risk relating to the products passes to the Customer when the products are made available on the dates and at the times agreed, prior to loading.  
The Customer assumes the shipping costs and risk in the products from this point. If the products are refused or not collected on the dates and times agreed, delivery will be deemed to have been made on the date agreed and the Supplier can take all necessary measures to store the products at the Customer's cost and risk.  
The Customer shall inform the Supplier of all mandatory requirements relating to the entry and sale of products in the destination country and will be solely liable for the consequences of failing to provide such information or providing incorrect information.

#### Article 3. Retention of title

The Supplier retains title to the goods sold until the effective payment in full of the price due, including principal amount, interest, costs and incidental sums.  
Effective payment shall mean receipt of the price due.  
The remittance of a bill or any other document creating an obligation to pay does not constitute payment. If the products are resold, the Customer assigns to the Supplier all claims it has against third party buyers as a result of such resale.  
Products held in stock are presumed to be products for which payment is outstanding. The Supplier can prepare an inventory of such products at any time. If payment is not made on any due date, the Customer shall return the product for which payment is outstanding on request, at its cost and risk. Notwithstanding the foregoing, the risk of loss, theft and damage of the goods sold as well as any damages they might cause pass to the Customer on delivery and the Customer undertakes to arrange insurance for such risks.

#### Article 4. Prices, terms of payment, penalties

The prices applicable are those stipulated in our current price lists at the time of the order. Our prices exclude tax, shipping, insurance, packaging and all customs duties and special taxes due in the Customer's country. Invoices are payable, by any payment method, at 45 days end of month from the date of invoice, unless stipulated otherwise. In the event of late payment, if no action is taken to remedy this within two weeks after notice being sent to the Customer by registered letter,  
- a default penalty will be charged, calculated by applying an interest rate of 3 times the applicable statutory interest rate to the sums due, plus any legal costs,  
- all outstanding sums not yet due may become immediately payable,  
- the Supplier can terminate the agreement as of right, retaining down-payments received and the products, without prejudice to any action for damages,  
- the Supplier will be entitled to make subsequent contracts subject to cash payment or subject to the provision of further guarantees in addition to those initially stated, even if partial deliveries have been made.

#### Article 5. Warranty, liability

5.1 Non-Compliance: Products must be inspected on delivery by the Customer, in the presence of the carrier, to check that they are in good condition, compliant and free from visible defects and that the right quantities have been delivered. The costs and risk associated with such inspections are paid by the Customer.  
Any claims must be indicated on the delivery slip and the carrier's receipt, and must be confirmed to the carrier and the Supplier by registered letter with confirmation of receipt within three days of receipt of the products. Failing this, the products will be deemed to have been received without reserves and the Supplier's liability cannot be sought.  
Product returns must have been expressly agreed in writing by the Supplier in advance and can only be made within five days after delivery, quoting the references of the delivery note and invoice concerned.  
The costs and risk of the return are assumed by the Customer at all times. Returned products must be in perfect condition, in their original packaging and show no signs of use.  
5.2 Warranty for hidden defects: Hidden defects must have been notified by the Customer by ordinary letter, fax or email, within two weeks after the date on which the Customer discovered or should have discovered said defects. Notifications made more than three months after the delivery of the products will not be considered. Claims under warranty for hidden defects must be brought by the Customer within three months after the date on which the Customer discovered or should have discovered the hidden defect. Said period constitutes the short time period stated in article 1648 of the Civil Code.  
5.3 Proof, exclusions and consequences of warranties: The Customer shall provide all proof necessary of faults or defects detected, at its cost. The Supplier reserves the right to carry out any inspections in the premises of the Customer or have them carried out with a third party. No warranty applies if the products are not used in accordance with the use stated in the order, if the material or design defect originates with the Customer, if the defect is the result of a repair carried out on the product without the Supplier's authorisation, if the defective operation stems from the usual wear and tear of the product or negligence or lack of maintenance by the Customer or if the defective operation is the result of force majeure.  
Claims for compensation of all indirect and/or intangible damages and generally all financial losses are excluded. The Supplier's liability is not incurred if the Customer has provided inaccurate or insufficient information on the specific features, nature and scope of its requirements, and on the special regulations applicable to its products.  
If the delivery of the products is delayed for a reason beyond the Supplier's control, the start point of warranty periods is pushed back up to a maximum of one month.  
If the Supplier's liability is established, defective products will be replaced by identical or similar products, or a credit will be issued, excluding any compensation payable to the Customer.  
Replacement products are covered from their delivery under the same conditions as the initial products.

#### Article 6. Breach of contract

If the Customer fails to fulfil its obligations, the Supplier reserves the right to terminate the current sale agreement as of right, by registered letter, without prejudice to any action for damages.  
If the sale is cancelled, the Supplier can either sell the products to any third party or destroy them.

#### Article 7. Confidentiality and Intellectual property

The sale of the products does not under any circumstances entail the assignment of the intellectual or industrial property rights in said products.  
Studies, plans, drawings and documents provided and delivered by the Supplier remain the Supplier's property; the Customer cannot therefore disclose them to third parties for any reason whatsoever and must return them to the Supplier on completion of the order.  
The Customer indemnifies the Supplier against any action, claim or complaint made by a third party due to the infringement of intellectual or industrial property rights, resulting from a product being created on the basis of a technical specification or documents delivered by the Customer. Any technical, commercial, financial or legal information the Customer comes to know concerning the Supplier or relating to its products, specific or otherwise, of any kind whatsoever, is confidential. Such information cannot be disclosed, in any way whatsoever, to any third party, without the Supplier's prior written consent.

#### Article 8. Dispute resolution

These standard terms and conditions of sale are governed by French law.  
Any dispute resulting from their application or performance and/or resulting from business relations established between the Supplier and the Customer, even in the event of proceedings against guarantor or multiple defendants, and failing amicable agreement, will be submitted to the exclusive jurisdiction of the commercial court of the area where the delivery site is located. However, the Supplier reserves the right to refer to any competent court of the Customer's country if this is elsewhere.