

## • 1. Definitions and interpretation

In these general conditions (unless the context otherwise requires), the following words and phrases shall have the following meanings:

"General conditions" means these general terms and conditions of sale.

"Contract" means a contract for the sale of goods made by or on behalf of arpa france. (The "seller" with the party to whom the seller supplies goods (the "buyer") which arises upon the acceptance of an order and/or the signing of an agreement by the authorised representative(s) of the seller.

"Goods" means high pressure laminates (hpl) of any kind manufactured by the seller and all equipment, product and services supplied by the seller.

"Order" means an order for the goods received by the seller from the buyer, containing the following items:

- (A) order number and order date;
- (B) month to which the order applies;
- (C) quantities and product codes of the goods ordered;
- (D) date of delivery of each good, being at least 30 days after the date of receipt by the seller of the order;
- (E) prices calculated pursuant to article 3, on the basis of the quantities and features of the goods.

## • 2. Scope

• 2.1 These general conditions shall govern every contract made by the seller in connection with the supply or sale by the seller of the goods. These prevail over any conditions of the buyer and once these general conditions have been signed by the buyer, in default of a written agreement expressly overriding any or all of these general conditions, no other terms or conditions whatsoever arising whether express or implied, or whether contained in any order or otherwise implied by custom, practice or course of dealing, shall govern or affect any contract with the same buyer.

• 2.2 Any quotations issued by the seller do not constitute an offer and the seller reserves the right to withdraw or revise a quotation at any time before the seller accepts an order.

• 2.3 The seller's acceptance of an order shall be effective only where such acceptance is in writing (including by e-mail) and signed by the authorised representative(s) of the seller. Except when otherwise agreed in writing, the signature of an order by the buyer is deemed to constitute acceptance of these general conditions.

## • 3. Price calculation

• 3.1 The price payable by the buyer for the goods will be the price quoted in a valid quotation issued by the seller or, in the absence of a valid quotation, the current list price of the seller for the goods, less any discount, if agreed in writing by and between the buyer and the seller. Except when otherwise agreed, the price payable is exclusive of value added taxes. The seller's quotations are valid for a period of 30 days from the date thereon unless otherwise agreed by the seller in writing. Copies of the current price list of the seller are available on request.

• 3.2 The seller reserves the right to change the prices at any time. In the event of a price increase, the buyer will be entitled to withdraw from the contract within 20 days from the date of receipt by the buyer of the written notification of such price increase. This right to withdraw from the contract does not apply in the event of price increases that directly result from increases of the production costs of the relevant goods not attributable to the seller, including, without limitation, increases in applicable value added -tax or freight or customs rates and/or general increases of the price of the relevant raw materials.

• 3.3 The weight, volume and/or surface (square meters) of the goods upon dispatch will be taken as the basis for price calculation.

## • 4. Delivery

• 4.1 The date of delivery mentioned in the order is only indicative. Therefore the buyer will not be entitled to claim compensation or cancel an order in the event of any delay in delivery, howsoever arising.

• 4.2 Force majeure" means any circumstance beyond the seller's control that temporarily or permanently prevents fulfilment of the contract, such as war or war risk, riots, whole or partial mobilization, strikes, lack of raw materials, a delay in the supply of goods and/or raw material by suppliers, unforeseen circumstances within the company, transport difficulties, import and/or export restrictions, frost, fire, epidemics, acts of god and any other unforeseen impediments that make the manufacture or transport of the goods fully or partially impossible. The provisions laid down in this article will also apply in the event that the circumstances referred to occur in respect of plants, suppliers or other traders from which or whom the seller purchases goods or services.

• 4.3 Notwithstanding the provisions of article 1148 of the french civil code, in the event that the seller is prevented from fulfilling the contract due to the force majeure referred to above, the seller will - at its discretion, and without any legal intervention being required - be entitled either to suspend performance until the circumstance which constitutes force majeure has ceased to exist, or to withdraw from the agreement in whole or in part, without any liability whatsoever upon the seller's delivery by the seller as agreed upon between the parties will take place only if the agreed-upon place of destination can be reached by and is accessible to a vehicle weighing up to 40 tonnes. If this is not the case, the goods will be delivered by means of lighter vehicles, with any additional costs, including those of transshipping and wages, being borne by the buyer.

• 4.4 The buyer must ensure that a properly functioning forklift truck is present at the destination agreed upon, with a loading capacity of at least 2,500 kilograms and a fork of at least 1.5 Metres in length.

## • 5. Payment

• 5.1 Payment must be made by the seller within 30 days from the date of delivery of the relevant invoice, unless otherwise agreed in writing.

• 5.2 Payment-related costs, including without limitation fees charged by banks and the costs incurred in offering shipping documents, must be borne by the buyer.

• 5.3 The buyer may invoke a set-off only if its counter-claim is acknowledged in writing by the seller or in a final and binding decision of a competent court.

## • 6. Late payment

• 6.1 If a payment is not made by the buyer within the terms set forth pursuant to article 5.1 Above, the buyer will be deemed as being in default by operation of law, and default interest charged at three times the legal rate pursuant to the provisions of article 441-6 of the french commercial code.

• 6.2 If a payment is not made by the buyer within the terms set forth pursuant to article 5.1 Above, without prejudice to the seller's other rights, the seller reserves the right to discontinue forthwith the provision to the buyer of any further goods whatsoever under any contracts then existing between the seller and the buyer without any liability whatsoever upon the seller.

## • 7. Complaints

• 7.1 A "complaint" shall mean any complaint of the buyer with respect to the quality of the goods, exclusively due to defects in material and workmanship in the manufacturing process. Promptly upon receipt of goods, the buyer is obliged to verify whether the goods supplied are in compliance with the contract and do not have any defects.

• 7.2 The buyer shall present a complaint by giving written notice to the seller of any defects of the goods supplied, providing all reasonable particulars, within 8 ("eight") days from the date of delivery (in case of visible defects) and, in case of hidden defects, upon their discovery by the buyer.

• 7.3 Complaints must be submitted in writing, stating order details, charge number[s], as well as invoice and bill of lading numbers and any reasonable details relating to the alleged defect.

• 7.4 Goods about which a complaint has been submitted shall not be returned by the buyer to the seller, unless the seller's express written consent has been obtained.

• 7.5 Without prejudice to the provisions of article 10 below, if the seller recognizes as founded a complaint, duly submitted in accordance with the foregoing provisions, the seller shall have the option - at its discretion, and taking the buyer's interests and the nature of the complaint into account - to:

- Deliver any missing part or parts; and/or
- Give a price reduction; and/or
- Repair the goods supplied; and/or
- Replace the goods supplied; and/or
- Refund the purchase price in exchange for the goods supplied being returned at the buyer's costs.

• 7.6 For the avoidance of doubt, it is understood that no complaint for defects not attributable to the materials used by the seller and/or lack of the seller's workmanship in manufacturing the goods will be accepted by the seller.

• 7.7 Except as set out in this article 7 of these general conditions as to complaints, all conditions, warranties and representations express or implied by statute, law or otherwise in relation to the supply or delay in supplying the goods are excluded to the fullest extent permitted by law.

## • 8. Instructions and advice

• 8.1 The seller may provide the buyer with written instructions, regulations and guidelines for the storage, working or processing, use or application of the goods to be delivered or already delivered. To the extent that the buyer resells or otherwise transfers the goods supplied to any third party, whether or not after working or processing such goods, it shall make said instructions, regulations and guidelines, to the extent applicable, available to said third party.

• 8.2 The seller shall not be liable for any damage suffered by the buyer or its buyers/agents/contractors due to the non-compliance or improper compliance with instructions, regulations and guidelines provided by the seller as referred to in the preceding paragraph. Neither will the seller be liable in the event that the buyer fails to comply with any applicable law and/or government regulations or in the event that the goods delivered are used contrary to the applicable law and/or government regulations.

• 8.3 Unless otherwise guaranteed in writing by the seller, the seller shall not be liable, either in part or in full, for failure of the goods to meet technical specifications or performance criteria of any form or type. It is the buyer's responsibility to determine that the goods supplied by the seller are fit for the purpose for which the buyer uses or intends to use them.

• 8.4 The seller shall not be liable in any manner whatsoever for the contents of any advice or consultancy provided without a specific, separately agreed, consideration to the buyer. Said advice and consultancy will be of a courtesy nature only and will be provided by the seller to the best of its knowledge and expertise. It shall be the buyer's responsibility to re-examine the advice and consultancy provided by the seller also on the basis of the envisaged use of the goods by the buyer and/or its buyers/agents/contractors and seek the relevant professional advice and consultancy. Any advice and consultancy provided by the seller will pertain exclusively to the seller's goods, unless the seller has explicitly indicated the contrary in writing.

## • 9. Licences and consents

• 9.1 If a licence, certification or consent of any government or other authority is required - by any applicable national, federal, state, provincial or local law, statute, ordinance, rule, regulation, code, order, judgment, injunction or decree - for the purchase, distribution, carriage or use of the goods by the buyer, the buyer shall obtain such licence, certification or consent (at its own expense) and provide a copy of it to the seller on demand. The buyer is not entitled to withhold or delay payment of the price if it fails to obtain any licence or consent.

## • 10. Liability

• 10.1 Without prejudice to the provisions of article 7 above, the seller's liability pursuant to a contract, including liability for any non-delivery or late delivery of or any defects in the goods supplied, will be limited to the net amount invoiced for the relevant goods. The seller will not be liable for any damage against which the buyer is insured. In no event will the seller be liable for any loss in respect of profits.

• 10.2 The same limitations set forth under paragraph 10.1 Will apply in the event that the seller is held liable by the buyer on grounds other than breach of the contract.

• 10.3 The sending of messages to the seller by any electronic means, unless the seller and the buyer have concluded a specific written agreement for that purpose, will be at the buyer's risk. The seller will not be responsible or liable for the non-arrival, incomplete arrival or incorrect arrival of any message sent by electronic means.

• 10.4 The limitations of liability referred to above will not apply in case of fraud or gross negligence (faute lourde) on the part of the seller.

• 10.5 The buyer shall not be entitled for any reason whatsoever (including, without limitation, any failure of the seller to duly perform any of its obligation under a contract) to withhold or delay performance of its obligations - in particular the payment of the price within the terms set forth pursuant to article 5.1 Above - arising under a contract.

## • 11. Retention of title and transfer of risk

• 11.1 Goods supplied by the seller shall be at the buyer's risk immediately upon delivery to the buyer or into custody on behalf of the buyer.

• 11.2 Title to the goods supplied shall not pass to the buyer until the buyer has paid, satisfied or undertaken any and all obligations arising on the buyer under any contracts .

• 11.3 The buyer shall render its co-operation in all reasonable measures the seller wishes to take to protect the goods supplied and/or its title to such goods.

• 11.4 In the event that any third parties levy an attachment (saisie) with respect to the goods supplied that are subject to a retention of title, or in the event that third parties wish to set forth or enforce any rights with respect to such goods, the buyer shall promptly notify the seller thereof in writing.

• 11.5 As long as the goods delivered are subject to the said retention of title, the buyer may only work, process or resell any such goods within the normal course of its business. The buyer may not pledge or otherwise encumber the goods subject to the retention of title. After working or processing said goods, the seller will be the (co-)owner of the goods so created, and the buyer will automatically start holding these goods also on the seller's behalf.

• 11.6 In the event that the buyer fails to fulfil its payment under the contract, or fails to fulfil such obligations on time, or in the event that there are good grounds to fear that this will be the case, in addition to any other rights and remedies of the seller, also pursuant to the provisions of articles 14.1 And 15, the seller will be entitled to repossess any goods supplied that are subject to a retention of title as referred to in this article, and to remove the goods from the buyer or third parties holding the goods on the buyer's behalf, or to have such goods repossessed. The buyer shall render any and all co-operation required in this respect.

• 11.7 The buyer is obliged to observe due care in keeping the goods supplied subject to a retention of title in a manner which ensure that they are identifiable as the seller's property, duly executing any seller's instructions in this respect. The buyer is obliged to properly insure the goods supplied subject to a retention of title.

## • 12. Intellectual property rights

• 12.1 The buyer is not entitled to any rights in any patent, copyright, registered or unregistered design, trade names, trademarks or logos, owned or used by the seller (the "seller's ip rights").

• 12.2 The buyer shall inform the seller as soon as it becomes aware of any potential, threatened, alleged or actual infringement of any of the seller's ip rights and shall provide all assistance and information reasonably required by the seller in connection with any such infringement and shall, if the seller so requests, at the expense of the seller, join in any court or other proceedings relating to such infringement.

## • 13. Packaging

• 13.1 In the event that the goods are delivered to the buyer in packaging borrowed by the seller to the buyer, the buyer must return to the seller such packaging carriage paid, in proper condition and without product residue within three months of delivery, at the latest. In the event that the packaging is not returned within the time period set forth above, or if it is damaged and/or contains product residue, the costs of replacing or repairing and/or cleaning or disposal of such packaging will be charged by the seller to the buyer.

• 13.2 It is the buyer's responsibility that any transport materials and packaging made available and used by the buyer satisfy the statutory requirements and the standards for safe and proper transport. The seller has the right to refuse to load or fill any materials or packaging made available by the buyer in the event that such materials or packaging fails to satisfy the requirements and standards referred to above. In the event of such a refusal, the seller will not be liable for the consequences ensuing from the subsequent delay.

## • 14. Failure on the buyer's part

• 14.1 In the event that the buyer is in default and/or the seller has good grounds to fear that the buyer will fail to fulfil its payment obligations or fail to fulfil such obligations on time, the seller will be entitled, without being obliged to pay any damages and without prejudice to all rights to which the seller is further entitled to, also pursuant to the provisions of articles 11.6 And 15:

- Demand advance payment or to demand adequate guarantee and security;
- Suspend the performance, in whole or in part, of all contracts with the buyer;
- Revoke agreed-upon terms of payment, so that all outstanding claims will be immediately due and payable; or
- Suspend performance of its obligations, also those arising under other agreements with the buyer.

## • 15. Termination rights

• 15.1 Without prejudice to the provisions of articles 14.1 And 11.6 Above and any other rights and remedies of the seller, the seller shall be entitled to terminate any contract with the buyer pursuant to article 1184 of the french civil code, suspend further deliveries to the buyer and stop goods in transit forthwith upon the happening of any of the following events:

- Buyer's failure to pay any sums due to the seller on the due date in respect of any contract as total consideration, advance payment or balance, provided that such sum is not lower than 10 % of the total price of the goods supplied;

- Buyer's breach of the provisions of articles 5, 6, 8, 9, 11, 12, 16 or 19.2 Of these general conditions;

• 15.2 In the event of early termination, without prejudice to any other rights and remedies of the seller, the seller shall be entitled: (A) to be paid all sums then due to the seller by the buyer in respect of all goods provided by the seller to the buyer and not repossessed pursuant to point (a) above; if being understood that no good can be sold or otherwise delivered by the buyer to any third party after six months from the date of the termination of a contract; and

(B) to be paid forthwith on invoice an amount equal to the loss of profit and the actual cost of work, service and materials of partially completed goods and to be paid forthwith on invoice the contract price due in respect of completed goods whether delivered or not.

## • 16. Confidentiality

• 16.1 The buyer shall treat all products, business information, drawings, designs and specifications and any other information and data submitted by the seller as confidential and shall not disclose them to any third party without the seller's prior written consent or use them for any purpose except where authorised to do so by the seller. This general condition does not apply to information which: -Is at the date of disclosure or becomes at any time after that date publicly known other than by your breach of this general condition; -Can be shown by the buyer to the seller's satisfaction to have been known by the buyer before disclosure by the seller to the buyer; -Is or becomes available to the buyer otherwise than from the seller and free of any restrictions as to its use or disclosure;

• 16.2 Upon the seller's request and, in any case, upon termination of a contract, the buyer shall return to the seller all documents, files and correspondence submitted by the seller as confidential or otherwise covered by any of the seller's ip rights.

## • 17. Incoterms

• 17.1 The "incoterms" issued by the international chamber of commerce in paris shall apply, always in the newest version applicable, upon conclusion of the relevant contract.

## • 18. Applicable law and competent court

• 18.1 French law will apply to these general conditions and to any contracts.

• 18.2 All disputes arising out of or in connection with any contract are subject to the jurisdiction of the commercial court ("tribunal de commerce") in Lyon (France).

• 18.3 The french version of these general conditions shall prevail in case of disputes with regard to the interpretation thereof.

## • 19. Miscellaneous

• 19.1 Provided always that the basic economic interests of the buyer and the seller are preserved, if any of the provisions of these general conditions is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other general conditions which shall remain in full force and effect. If any of these general conditions is found to be invalid or unenforceable but would cease to be invalid or unenforceable if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid and enforceable.

• 19.2 The buyer may not assign any of its rights, interests or obligations under any contract without the prior written consent of the seller and any attempt to assign any contract without such consent shall be of no effect towards the seller.

• 19.3 Unless otherwise specified, any notice given to the seller by the buyer under these general conditions must be in writing and may be delivered personally or by recorded receipt. Notices shall be delivered or sent to the seller's usual place of business.

• 19.4 Seller's rights shall not be prejudiced, waived or affected by any time, forbearance or indulgence extended by the seller, its servants or agents to the buyer, its servants or agents.

• 19.5 These general conditions, and any variations thereto agreed by the authorised representative(s) of the seller in writing, contain the entire agreement between the parties.