

## GENERAL CONDITIONS OF SALE ODVI S.A.S.

**1 – GENERAL:** The present general conditions of sale govern sales by ODVI to its professional customers. The customer is deemed to be aware of these conditions and to have accepted them unconditionally, at the latest by the time they place an order, as every order accepted by ODVI implies the agreement of the customer to the present conditions of sale, which form a contract between the parties. The present general conditions of sale take precedence over any general conditions of purchase of the customer. Any variation to the present general conditions of sale will only be valid with express written consent of ODVI. In particular, specific conditions may be stipulated as part of an offer and those specific conditions shall take precedence in case of any conflict with the present general conditions of sale. ODVI reserves the right to vary the present general conditions of sale at any time and the new conditions of sale shall apply to all new offers or orders, whatever the transaction history between ODVI and the customer.

**2 – ORDERS:** Canvassing of customers may be undertaken by any means, including by telephone. Contractual information regarding offers is made in French and confirmed in writing, accompanied by the present general conditions of sale, before an order is placed. Where no expiry date is specified, the conditions of an offer may be modified at any time until the client accepts the offer in writing. No order is considered definite until it has been accepted and returned by the customer to ODVI. No order may be cancelled or modified by the customer after it is sent to ODVI, without the written consent of ODVI and subject to payment of a cancellation or modification fee. These fees will include costs incurred by ODVI. Any order modifications received after any price change by ODVI will result in the automatic application of the new prices. ODVI reserves the right to cancel or refuse any order from a customer with whom there exists a dispute over payment for a previous order.

**3 – PRICES:** Customers are invoiced at the prices indicated in the offer, or otherwise based on the price list in operation at the time of the order. Product prices are given in euros. All orders, whatever their origin, are paid in euros. ODVI reserves the right to change prices at any time. In this event, the new conditions will apply to all new orders or new offers. Unless otherwise indicated in writing by ODVI, prices include packaging and postage costs to mainland France, the means of transport being at ODVI's discretion. If the customer requests a particular means of transport, this will be invoiced separately.

**4 – AVAILABILITY:** Product offers are only valid while stocks last. If a product becomes unavailable after an order is placed, the customer will be informed by post as soon as possible. The customer then has the option to continue with the order or cancel it and be reimbursed any monies paid within 30 days.

**5 – DELIVERIES:** Purchases will be delivered to the address given by the customer at the time of ordering. It is up to the customer to provide all information necessary for delivery and receipt of goods. Any delivery dates given are for information only and are not binding on ODVI, who will nevertheless endeavor to do everything possible to meet delivery deadlines. No delay in delivery shall authorise the customer to refuse the goods, cancel the order or claim compensation. Where the delivery is delayed or not received at all by the purchaser, ODVI may either consider the order cancelled up to the value of the non-delivered goods, without prejudice to its right to receive compensation, or request payment for the goods while they are stored for the purchaser, at the purchaser's risk and sole expense, until they are delivered after payment by the purchaser of all such costs incurred. Partial deliveries are permitted. Without written advice to the contrary from ODVI, professional customers do not have the right of retraction. In the case of deliveries outside France, the customer takes on the role of importer and as such is responsible for checking that it is possible to import the products ordered into the destination country. All taxes relating to the importation of the products, customs duty, value added tax, other formalities and taxes due under the law of the order's destination country, are payable solely by the customer.

**6 – SHIPPING – DISCLAIMER:** The goods are shipped at the customer's own risk. It is up to the customer to check the goods on delivery and to make a claim against the shipping company. To cover themselves in the event of an incomplete or faulty delivery, the client must strictly: mark it on the shipping company's delivery slip for the goods; send the shipping company a signed-for delivery letter within a maximum of 48 hours of the delivery date; send ODVI a claim letter, enclosing a copy of the letter to the shipping company and of the delivery slip, within a maximum of 48 hours of the delivery date, by signed-for letter, fax or email. Unless this process is followed, ODVI shall not be responsible for any claim.

**7 – CORRECTION OF ORDERS:** ODVI undertakes to refund or exchange any goods which do not correspond to the order. The customer must make a claim in detail and in writing, and return the product or products to ODVI who will exchange or refund them. The request must be made within seven working days of the delivery date. The products must be returned in the state in which they were delivered, along with everything included with the delivery (accessories, packaging, paperwork, etc). Articles returned by customers incomplete, scratched, damaged or dirty will not be taken back.

**8 – PAYMENT:** Invoices are payable at time of ordering. In case of late payment, the customer will by rights be liable, without the necessity for a formal demand, for late payment penalties calculated at 1.5 (one point five) times the legal base rate. Payment for goods is by bank cheque made out to ODVI SAS, which will be deposited upon receipt. Any payment issues shall permit ODVI to withhold delivery.

**9 – REFUNDS:** Any refund for goods under the provisions of paragraphs 4, 5 and 7 shall be made either by a credit to the customer's bank account or by bank cheque made out to the customer who placed the order and sent to the billing address, at the discretion of ODVI. No postage of 'counter-reimbursements' will be accepted, whatever the reason.

**10 – RETENTION OF OWNERSHIP – TRANSFER OF RISK:** ODVI retains sole ownership of goods delivered until receipt by ODVI of all payments due. Notwithstanding this retention of ownership, the customer shall bear the burden of risk in case of loss, theft or destruction of the goods once in the possession of the shipping company. In case of late or non-payment, ODVI may take back the unpaid item and, in case of receivership or liquidation of the company, undertake reclamation proceedings. The customer shall ensure that no creditor seizes articles whose ownership has not yet transferred to the customer, due to non-payment. If the sold article is taken illegally by a third party, the customer must make it known that ODVI is the rightful owner and inform ODVI immediately. Any alteration or updates to the sold articles will always be to the benefit of ODVI. If the article is altered or updated in such a way that it is inseparable from other objects which are not the property of ODVI, ODVI will become joint owner of the new object, in proportion to the value of the sold item in relation to the other elements at the time of alteration.

**11 – GUARANTEE:** Products sold by ODVI come with a legal guarantee against hidden defects. They are further guaranteed against all production defects for the period of one year. This guarantee does not cover defects due to incorrect operation, handling and general improper use. In order to benefit from the products' guarantee, the customer is strictly required to keep the product's purchase receipt. If the item sold to the customer suffers from any defect or fault attributable to ODVI, ODVI shall not be subject to any obligation except that of either repairing or replacing the article, at ODVI's discretion, excluding any liability for compensation or other payment.

**12 – RESPONSIBILITY:** The products for sale conform to current legislation and relevant standards in France. ODVI SAS shall not be liable in the case of non-conformity to legislation in countries to which products are delivered. It is up to the customers to check with local authorities the conformity of products before placing their order. ODVI shall not be responsible if the contract cannot be fulfilled due to force majeure, disruption or partial or complete strike, in particular of transport and/or communication networks, fire and flood. ODVI shall not incur liability for any indirect damage from either loss of use, loss of profit, loss of opportunity, damage or costs which may result from the purchase of these products.

**13 – CLAIMS:** To be valid, all claims must be submitted within seven days of receipt of the goods, or the discovery of the defect in the case of hidden defects, via signed-for letter. The repair or replacement at ODVI's expense is conditional upon ODVI verifying the existence of the fault or defect in question. The filing of a claim, whatever the cause, does not justify the customer delaying or withholding any monies which would normally be due.

**14 – CONFIDENTIALITY:** Customers' personal data is used exclusively for processing orders and is not intended to be sold, marketed or leased to third parties. In accordance with the technology and freedom law of January 6, 1978, customers may at any time request the Company to delete their personal data, which they may consult or modify on request.

**15 – CUSTOMER SERVICES:** Customer services are at customers' disposal for any information or queries. Tel/fax +33 (0)1 43 06 10 18. Address: 20, rue de la Croix Nivert – 75015 PARIS

**16 – JURISDICTION:** The present general conditions of sale, as well as all operations covered by them, and/or which form part of the sale of products by ODVI to its customers, are governed, interpreted and carried out in accordance with French law. In case of litigation where an amicable solution cannot be found, the courts where ODVI is based will hold jurisdiction.