ARTICLE 1: GENERAL PROVISIONS
1.1 These General Terms and Conditions govern the relationship between our company and our clients. All other documents issued by our company (including, but not limited to, all brochures, catalogs and advertising) are for guidance and information only.

1.2. The client's acceptance of an estimate issued by our company constitutes their agreement to these General Terms and Conditions. Such acceptance is established through signature of an estimate or any other expression of mutual agreement in accordance with Article 2.1 hereof and, in any event, the start of implementation of the agreement. Estimates issued by our company are valid for a period of three months.

1.3. The failure by our company, at any given moment, to require performance of any provision of these General Terms and Conditions, cannot be construed as a waiver of any of these General Terms and Conditions subsequent thereto. The cancellation of any clause contained in these General Terms and Conditions shall not affect the validity of the General Terms and Conditions as a whole. No partial or total cancellation of an offer or change in respect of the quantity or the quality thereof shall be accepted. This could, if our company expressly agrees thereto, result in an increase in the prices charged and the setting of new delivery periods.

1.4. The right to benefit from the offer is strictly personal to the client and cannot be assigned without our company's consent.

ARTICLE 2: ORDER
2.1. Client orders shall only be taken into account after our company receives the estimate (signed and dated) alongside any deposit that may be due. In any event, such acceptance follows from the start of implementation of the agreement by our company.

2.2. No partial or total cancellation of an order or change in respect of the quantity or the quality thereof shall be accepted, except with the written agreement of our company. This could, if our company expressly agrees thereto, result in an increase in the prices charged and result in the setting of new delivery periods. In the event that the client cancels their order, any deposit paid to the company shall be non-refundable, without prejudice to any damages that may be payable. In the event that no deposit has been paid, a penalty of 30% (including all taxes) will be billed to the client without prejudice to any damages that may be payable.

2.3. The sales lead time required by the client upon signature of the estimate only begins to run upon payment of the deposit.

2.4. Our company, as an independent company, reserves the right to sub-contract all or part of the order, including, inter alia, the shipment of such order to the client.

ARTICLE 3: DELIVERY - SHIPPING - RISK TRANSFER
3.1. The seller reserves the right to make all changes that it deems appropriate to its products and is not obliged to modify products which have previously been delivered or which are on order and it reserves the right to change the models described in its brochures and catalogues without prior notice.

3.2. Delivery shall be effected by providing the goods directly to the buyer, either simply through a notice of availability or by releasing the goods to a carrier or shipper at the seller's premises. Delivery shall be effected according to availability, in the order in which orders are received. Delivery may be made in whole or in part.

3.3. Given that the delivery periods depend, inter alia, on the availability of the goods and the order in which the orders are received, the said delivery periods are given as a guide only, non-compliance therewith shall not result in cancellation, penalties or compensation.

3.4. In the event that an event of force majeure occurs, the seller shall inform the buyer thereof in a timely manner. In any event, delivery cannot be effected within the delivery period if the buyer is not up to date with its obligations vis-à-vis the seller on any grounds whatsoever. In such circumstances the buyer will not be entitled to claim any compensation.

3.5. Risk over the goods sold by the seller transfers upon release thereof to the carrier or when the said goods leave the seller's premises. Goods are transported at the buyer's risk, and the buyer is responsible, in the event of any delay, damage, or breach, for making any reservations or exercising any right of action in respect of the carriers responsible for delivery thereof, pursuant to Article L.133-3 of the French Commercial Code.

ARTICLE 4: PRICE/PAYMENT
4.1. Products are supplied at the price that applies at the time that the order is placed. All prices are net of taxes and inclusive of all packaging, except for any special packaging which shall be charged in addition. The buyer shall be responsible for all taxes, duties or any other allowances that are payable pursuant to the French regulations or the regulations of the import or transit countries. Each delivery may only correspond to one invoice. The buyer shall always be responsible for shipping costs, unless the seller agrees otherwise in writing.

4.2. An invoice will be issued for all purchases of goods. The said invoice will be issued upon completion of the sale, pursuant to the terms of Article L.441-3 of the French Commercial Code. Invoices shall be payable to Cotral International within 30 clear days from the date of the invoice, pursuant to the terms of Article L.441-6 of the French Commercial Code, unless the seller agrees otherwise. For the purposes of any deposit made and in the event of deferred payment, the deposit of a bill of exchange or check which implies an obligation to pay does not constitute payment. Only payment by the agreed due date constitutes payment.

4.3. The seller shall not grant any discount for immediate payment or payment prior to the due date according to these General Terms and Conditions of Sale.

4.4. Inadequate payments result in a delay in processing an order: The buyer may be asked to provide additional information relating to their order which may affect the processing thereof. If the buyer fails to provide the said information within 90 days following receipt by the seller of their order, a penalty for delay, which corresponds to 30% of the total amount of the order, shall be applied and immediately payable. The said penalty will be calculated on the basis of the amount due (including all taxes) and shall apply from the due date, without the need for prior formal notice.

4.5. Order cancellation: If the buyer cancels an order in respect of which the seller travelled to their place of work and took impressions, 30% of the full amount (including taxes) of the order will be billed and immediately payable, without the need for prior formal notice.

4.6. Late payment: In the event of late payment, the seller may suspend all pending orders without prejudice to any other remedies and/or may decide to revoke any payment periods granted to the buyer in respect of subsequent deliveries. Any sum that is not paid by the due date shall automatically result in the payment of penalties fixed at three times the legal rate of interest, without the need for prior formal notice in accordance with Article L.441-6 of the French Commercial Code. In the event of a failure to pay by the due date, late payment penalties plus a minimum of €40 in respect of recovery costs, shall be payable. Such interest shall run from the due date until payment is effected. In the event of payment by instalments and in the event of the late payment of one installment all remaining installments shall become immediately due and payable in favor of the seller. In the event that payment is not effected within forty eight (48) hours as from formal notice (given without the situation being remedied), the sales shall complete, if the seller deems this to be appropriate. In the event that the sum due is recovered by the legal department, the buyer shall be responsible for all costs connected thereto.

ARTICLE 5: WARRANTY - LIABILITY
5.1. Our company undertakes to perform the obligations set out in the order, in accordance with the norms or regulations which apply as at the date of the order. Our company warrants that the products shall comply with the French regulations that apply as at the date of shipment.

5.2. The use of the products as is, or combined with other products shall be at the client's risks or at the risk of the clients of the client. Our company cannot, under any circumstances, be held liable for any defects or damage to delivered goods which result from an abnormal or non-compliant storage conditions or the use of such products following provision thereof.

5.3. The products are guaranteed against all defects in respect of the material or production thereof pursuant to the guarantee provided by the seller, as from shipment thereof. In respect of this guarantee, the seller's sole obligation shall be to replace or repair, free of charge, any product or element which has been found defective, except where this remedy is impossible or disproportionate. In such circumstances, the price of the defective product shall be refunded as follows: a deduction of 20% per year shall be applied to the value of the product according to the number of years of use.

5.4. A claim under the guarantee must be made by recorded delivery letter with acknowledgment of receipt, within eight (8) days as from the date on which the defect is discovered, discovery of the defect should take place within a reasonable period as from receipt of the delivered products.

5.5. Any product in respect of which a claim under the guarantee has been made must be submitted to the seller whose consent is required for any replacement thereof. The buyer will be responsible for any shipping costs. Defects or damage that results from normal wear and tear or an incident outside of the seller's control (incorrect installation, defective maintenance, misuse) or from any changes made to the product which were not foreseen or specified by the seller, are not covered by the guarantee.

5.6. Likewise, the guarantee shall not cover any patent defects which the buyer should invoke under the conditions set out above. The parties formally agree that the seller shall be exempt from any guarantees in respect of any hidden defects of the items sold, defects or damage resulting from normal wear and tear, incidents outside of the seller's control (defective maintenance, misuse etc), from third party interventions or changes which were not foreseen or specified by the seller.

5.7. In the event of established defects which result from an error by our company, our company shall replace or refund, at its discretion, the defective products only, on the basis of the price billed to the client, under the conditions set out above.

5.8. Any non-compliance proved non-compliant by a CPA test will be taken into consideration and replaced under the ERI-6 Guarantee. To find out which products fall under this guarantee, please refer to the corresponding document on your customer area.

5.9. Our company's liability is limited to replacing or refunding delivered products under the conditions set out above. All further liability of our company is excluded as are any other warranties. No other compensation will be payable by our company, whether in respect of third party damages, direct or indirect, commercial or financial damage or on any other grounds. Our company cannot be held liable vis-à-vis the client in respect of any implied warranty or representation relating to any resulting loss or damage, whether for lost profits or costs, expenses or other claims, or any corresponding compensation whatsoever, which results from the supply of products, the use thereof or the resale by the client of such products to its clients.

5.10. Irrespective of the circumstances, our company's liability in respect of the client as a result of the non-conformity or hidden defects of the products cannot exceed the price billed for the products which are the subject of the claim.

5.11. The parties agree that any actions initiated by the client in respect of this article shall lapse after two years pursuant to Article 2254 of the French Civil Code. The parties expressly agree that upon expiry of the said period, the client cannot invoke the non-compliance by our company with its obligations or any defect of the products, or make any counterclaims in this respect in its defense as part of any action initiated by our company against the client for its failure to perform the agreement.

5.12. Qosop and Original White products qualify for a COMFORT warranty in the event of necessary alterations or modifications, up to the limit of 10% of your equipped personnel.

ARTICLE 6: RETENTION OF TITLE
The transfer of ownership of the delivered goods to the client is subject to the actual payment to our company of the full price (the principal amount, interest and incidentals) by the agreed due date. However, risk transfers upon provision of the products in accordance with Article 3. In the event of a failure to comply with the deadline for payment, we may, by recorded delivery letter with acknowledgment of receipt, the immediate return of the delivered products which have not yet been paid for in full, at the client's expense. The seller shall pay a penalty to our company equal to 5% of the price of the products for which payment has not been made, per day of delay in returning such products.

ARTICLE 7: JURISDICTION
Any disputes between our company and a professional client will be subject to the sole jurisdiction of the Commercial Court of Caen (Calvados Department - 14) to which jurisdiction is expressly granted in advance. This also applies to claims under the guarantee or in the event of multiple defendants.