

# General Terms of Sale

## General clause

The present general terms of sale apply exclusively to trade clients. Pursuant to article L.441-6 of the commercial code they take precedence over all general purchasing conditions with the exception of special terms of sale agreed between the parties.

## 1. Orders

Except in the event of special terms to the contrary, agreed in writing, all orders placed with Milexia France are subject to the present terms of sale, irrespective of any clauses stated in the purchaser's documents.

All orders must be submitted in writing (by post, email or fax) and among other things must specify the product references and quantities in addition to the delivery address and the invoicing address if different. An acknowledgement of receipt will be issued for any order placed with Milexia France. The client then has a period of eight days to submit any possible comments concerning the general terms of sale or the special clauses expressly mentioned. Once acknowledged by Milexia France, orders are considered firm and cannot be cancelled. They cannot be modified unless special conditions to the contrary expressly agreed in writing by Milexia France apply. In the case of products meeting RoHS standards, the wording to this effect must be clearly displayed on all of the client's orders.

## 2. Price

For orders subject to exchange rates, the special conditions detailed in the proposal will apply. All stated prices are excluding taxes. They are inclusive of packaging, insurance and carriage in all of the *départements* (counties) of mainland France. For all invoiced sums of under €200, administration charges will apply.

## 3. Delivery

Deliveries will be made to the delivery address stated by the client on the order form. The delivery lead time begins as from the sending of the order acknowledgement by Milexia France, on condition that the client has supplied all of the necessary documents and that he has fulfilled his contractual obligations. The delivery dates and lead times stated in the quotations and order acknowledgements issued by Milexia France are provided for information purposes only and no late delivery penalties may be applied. Should these dates or deadlines be exceeded, this will not constitute grounds for the cancellation of the order. Milexia France may not be considered liable for any direct or consequential losses of any nature which may result from delivery dates or lead times being exceeded. The client is required to inspect the delivered goods and to inform Milexia France within a maximum of 8 days of any failings or losses caused by the haulier. The technical acceptance of the delivered merchandise must be performed by the client within a maximum period of 7 days as from delivery. Upon expiry of this deadline the delivery will be considered as accepted.

No complaints or claims will be considered should the above-mentioned formalities and/or deadlines not be respected. Under no circumstances, (even in the event that the above-mentioned formalities/and/or deadlines are respected) may the client return the goods unless Milexia France has agreed to this beforehand and sent an authorised return number. Pursuant to the provisions of article 442-6-I, 8° of the commercial code, the client may under no circumstances refuse or return goods or unilaterally deduct any penalty or rebate from an invoice for goods issued by Milexia France on the grounds of non-compliance with a delivery date or of substandard products, failing which he will bear full liability vis-à-vis Milexia France, unless Milexia France has expressly agreed to this beforehand. The same will apply in the event that the non-conformity of a delivery has not been duly proven by the client.

## 4. Retention of title - Risks

Pursuant to the provisions of the law of May 12th, 1980, Milexia France expressly retains ownership of the delivered merchandise until payment in full of the price (main sum and accessory charges), with payment only being considered as made when the asking price has actually been cashed by Milexia France. In the event of any dispute or contestation by the

purchaser, no compensation or adjustment of any form may impair the application of this retention of title clause. However, all risks concerning the deterioration and loss of the products sold in addition to any losses they may cause will be transferred to the purchaser at the time of delivery.

Pursuant to decree number 2005-829 of July 20<sup>th</sup> 2005 concerning the disposal of waste electrical and electronic equipment(WEEE), the responsibility for organising and financing the collection and processing of trade WEEE covered by the present contract of sale is transferred to the client or to the end user who will handle and bear the cost of the collection and disposal of the WEEE in accordance with the conditions detailed in articles 21 and 22 of this decree.

### **5. Warranty**

The goods sold by Milexia France are guaranteed for 1 year as from the delivery date. However, certain products and certain spare parts may be subject to a special warranty. Milexia France agrees to repair or replace merchandise or spare parts recognised as being defective. However, the warranty will not apply in cases of incorrect installation, incorrect use or insufficient or incorrect maintenance of the product by the client. It will also not apply in the case of modifications or repairs which have not been performed by a person authorised by Milexia France.

### **6. Payment terms**

The invoices are issued by Milexia France on the delivery date. They are payable to Verrières-le-Buisson net and without discount.

Unless special written conditions to the contrary apply, payment must be received for the products in thirty (30) days as from the invoicing date.

In the event that the client fails to settle any outstanding sum at the payment due date, Milexia France reserves to right, with or without notice, to suspend all deliveries to the purchaser until payment in full has been received, and under the terms of article 4 of the present terms of sale to recover possession of the delivered goods.

In the event of late payment, pursuant to law number 2008-776 of August 4<sup>th</sup> 2008 (article L441-6), the purchaser will be required to pay interest on arrears equivalent to three times the official interest rate, with no reminder being necessary, on all sums remaining unpaid at the payment due date and shown on the invoice.

The payment due dates may not be postponed or differed on any grounds.

The client agrees that he will not exercise any holdback or retention of any portion of the amount payable on the scheduled payment due dates.

Without this prejudicing any claim for damages, any partial or total non-performance by the client of its payment obligations or late payment will result in the payment of a fixed indemnity for collection charges of 40 euros, this being established by decree in application of article 121 of this law.

No discounts or rebates are issued for early payment.

### **7. Resolatory clause**

In the event of a total or partial failure by the client to fulfil one of his obligations, a failure to pay by one of the payment due dates or a deterioration in the client's credit, this may result on the one hand in the acceleration of payment and accordingly the immediate requirement to pay all sums still due, regardless of their nature, in addition to the suspension of all deliveries, and on the other hand the cancellation of contracts underway, as Milexia France sees fit.

The cancellation will take effect 10 days as from the sending of formal notice to comply to the client, this remaining unheeded, without prejudice to Milexia France other rights and entitlements.

### **8. Force majeure**

In addition to the provisions of paragraph 3, Milexia France may not be considered liable for any late performance or non-performance of its obligations in the event of force majeure circumstances including in particular: natural disasters, poor weather, fires, explosions, floods, national strikes, accidents, riots or civil disorder, delays caused by suppliers and shortages of products and materials.

### **9. Jurisdiction**

In the event that any dispute between Milexia France and the client cannot be settled amicably, exclusive jurisdiction will be attributed to the Commercial Court of Evry.