

GENERAL CONDITIONS OF SALE (G.C.S.)

These G.C.S. shall govern any sale of pest-control products and material for professional or consumer use (hereinafter the “**Agreement**”) by LIPHATECH (hereinafter the “**Seller**”) to any customer (hereinafter the “**Buyer**”). They replace and supersede any prior G.C.S.

The sale of the Seller’s pest control products and material is only intended for the professional customers.
Any customer who intends to enter into the Agreement has first to read these G.C.S. Unless otherwise agreed in writing by the Seller and the Buyer, any Buyer entering into the Agreement shall be considered as having accepted the G.C.S. without qualification and in their entirety, and **giving up his eventual general terms of purchase or other commercial documents.**

PRICE

Seller’s price list mentions the basic price products portfolio by products portfolio.
The basic price is susceptible of variation at any time during the campaign. The Seller shall inform the Buyer of any price variation in due time.
Seller’s price is exclusive of applicable taxes. The rate of applicable taxes is mentioned on the corresponding invoice.

The Buyer shall determine his resale price at his sole discretion according to the applicable law.

PAYMENT TERMS

The method of payment is agreed by the Seller and the Buyer. The payment is made preferably by truncated bill of exchange.

Unless otherwise decided by the Seller, the invoices issued by the Seller are payable in Euro within **forty-five (45) days end of month from the date of invoice, the deadline for payment being considered as the last day of the month during which the forty-five days expire.**

If the Seller considers reasonably that the financial situation of the Buyer will not permit him to pay the price of the products in due time, the Seller reserves the right to require, at any time, some financial securities and/or the immediate payment of the price prior to any goods expedition and/or the payment of Seller’s debt prior to any new delivery.

All financial costs related to the payment of the price shall be borne exclusively by the Buyer which shall not be entitled to deduct them from the price due to the Seller.

According to the disposition L. 442-6 8° of the French commercial code, no claim whatsoever shall authorize the Buyer to deduce penalties or discounts from the Seller’s invoice or suspend the payment of the invoice.

-Discount for prepayment: unless otherwise decided by the Seller, no discount for prepayment shall be granted to the Buyer for down payment, or within a period shorter than the one set forth in these G.C.S. or on the invoice issued by the Seller.

-Penalties for late payment: the Seller shall be entitled to charge penalties for late payment at his sole discretion, without necessary prior injunction. The rate of such penalties shall be stated on the first side of the invoice and at least equal to the rate used by the European Central Bank for its last refinancing operation increased by ten per cent (10%).

The penalties for late payment may be charged in case of late payment, outstanding payment, request for extra dating of an invoice, without prejudice to the right for the Seller to ask for damages.

The penalties for late payment shall be invoiced. The Seller shall be entitled to deduct any unpaid penalties for late payment from the discounts or other amounts eventually due by the Seller to the Buyer.

Furthermore, in case of non-payment at the agreed date, the event of default shall be incurred and all sums due to the Seller (due term and term to fall) shall be immediately payable, without necessary prior injunction.

-Lump-sum payment for collection charges (article L.441-6 of Code de commerce): in case of late payment, a lump-sum payment of 40€ for collection charges shall be automatically due by the Buyer as from the first day of late payment. The Seller shall also be entitled to ask for a further lump-sum payment up to the real collection charges incurred by the Seller.

ORDERS

Any order, whatever its form may be (fax, order form, e-mail...), received by the Seller commits irrevocably the Buyer as from its acceptance by the Seller.

Any cancellation of the order shall be subject to the prior written consent of the Seller. Any cancellation of the order accepted by the Seller shall automatically and immediately give rise to a lump-sum payment of 10% of the amount (exclusive of V.A.T.) of the cancelled order as penalty.

The price of goods not delivered for the date initially agreed for any reason incumbent upon the Buyer may be subject to price revisions that the Buyer commits to accept.

TRANSPORT – DELIVERY TERMS

The risk of damage to or loss of goods shall pass to the Buyer when they leave Seller’s warehouses, including when prices are carriage-paid. Notwithstanding the foregoing, in case of international sale, the risk of damage to or loss of goods shall pass to the Buyer according to the “INCOTERM® 2010” applicable to the Agreement.

The Buyer must check the conformity of goods at the moment of the delivery. In case of any damage or missing goods, and without prejudice to the steps he must take with the carrier under the article L.133-3 of the French Code du commerce, the Buyer must notify precise and complete reserves to the Seller stating the cause of his complaint and the exact number of damaged or missing goods. Those reserves have to be systematically mentioned on the delivery note, countersigned by the carrier or its representative and notified to the carrier by registered letter within three (3) working days from the delivery, with copy to the competent services of the Seller within the same period.

For deliveries outside France, the reserves have to be notified to the Seller within seven (7) days from the date of delivery. No indemnification, even partial, shall be due to the Buyer if the reserves are not notified under the forms and within the period as mentioned above.

Any return of goods shall be subject to the prior written consent of the Seller. Unless otherwise agreed, the return costs shall be borne by the Buyer.

The Seller reserves systematically the right to select the carrier.

Any **timeframes** quoted by the Seller for delivery are **estimates only**. In any case, the Buyer shall not be entitled to use any late delivery as a justification for canceling the Agreement. No indemnification whatsoever (penalty for late delivery, damages...) shall be due to the Buyer in case of late delivery.

In case of delay in delivery exceeding thirty (30) days, the Buyer shall be entitled to cancel his order with no charge and no compensation to the Buyer.

Any change in the delivery address after the receipt of the order by the Seller shall be subject to the prior written consent of the latter.

WASTE DISPOSAL

From the date of the products’ delivery, the Buyer shall be bound by the legal obligations borne by the holder. In particular, and according to the dispositions L. 541-2 and following of the Environmental code, the holder is required to dispose of the products he would hold beyond their date of marketing authorization and to proceed to their destruction.

LIABILITY

The Seller warrants only that the products delivered shall comply with their specifications, their characteristics and descriptions as set forth in their respective Material Safety Data Sheet and instructions leaflet.

Specific liability conditions may apply for the material sold by the Seller. In this particular case, the Seller shall provide the Buyer with those specific conditions.

No complaint for conspicuous defect shall be possible if the Buyer did not have reserves at the moment of the delivery.

Any hidden defect has to be notified to the Seller within five (5) days from the date of its discovery.

The Buyer shall immediately inform the Seller of any defective or missing goods in order to permit the Seller to make the appropriate verifications or a contradictory control.

In any case, the exclusive liability of the Seller and the exclusive remedy of the Buyer shall consist in either replacing the defective product or reimbursing the price paid by the Buyer for the defective product, as decided by the Seller, to the exclusion of any other liability or indemnification whatsoever.

No claim shall be admissible in case of inappropriate use or use of products under conditions not expressly authorized by the Seller.

Any Seller’s liability for indirect damages (loss of profit...) suffered by the Buyer or any third party shall be expressly excluded.

As professional, the Buyer shall provide its own customers with all relevant information, advices and technical documentation required for an appropriate use of the products.

RESOLUTIVE CLAUSE

If the Agreement includes several deliveries, the non-payment of one delivery or the non-acceptance of any bill authorizes the Seller to suspend the deliveries in course or to terminate the Agreement, without prejudice to the right for the Seller to ask for damages.

In case of serious deterioration of the financial situation of the Buyer which may jeopardize the Seller’s debt, the Seller reserves the right to cancel or suspend the orders in course.

In case of damage, the Seller’s debt shall be transferred to the insurance indemnity paid to the Buyer.

RETENTION OF TITLE

Title to the products shall not pass to the Buyer until the Seller has received in full the price of the products. The remittance of a bill or any other order to pay shall not be considered as a payment under this clause.

The Seller authorizes the Buyer to use and resell the products for the purpose of his normal activity. The Buyer is not entitled to pledge the products or to transfer their property for security purpose. The authorization of use and sale as granted hereabove shall be automatically withdrawn in case the Buyer becomes in a state of insolvency. The Buyer shall immediately inform the Seller of any attachment, confiscation or any other intervention of a third party.

The Seller shall be entitled to recover at any time the possession of all or part of unpaid products at Buyer's exclusive costs.

The Buyer shall take all necessary steps required for the good preservation of the goods that are the subject matter of this retention of title clause. The Buyer shall take out all necessary insurances to insure all risks that the products may suffer or cause.

The Seller shall be entitled to refuse the return of goods become unsaleable by the very fact of the Buyer, notably because of their unpacking or the alteration of their parcel.

FORCE MAJEURE

The Seller and the Buyer shall not be held responsible for failure or delay to perform all or any part of their obligations because of external events beyond their control, such as, without limitation, fire, mobilization, conscription, embargo, uprising, restrictions of energy use, explosions, terrorist attacks, strike, industrial disputes, concerted actions of employees disturbing the normal running of factories, natural disasters, accidents, bad weather, decisions from public, civil or military authorities.

GOVERNING LAW – COMPETENT JURISDICTION

The G.C.S. and the Agreement shall be governed in all respects by the laws of France, excluding (i) its rules of conflict laws that could lead to the application of another law, and (ii) the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 11 April 1980).

Any dispute relating to the Agreement, its interpretation, its validity or its performance shall be submitted exclusively to the courts of AGEN (France – 47), including, without limitation, in case of appeal for guarantee or plurality of defenders or summary proceedings.

The Seller reserves the right to modify, at its sole discretion, these G.C.S. In this particular case, the modifications will be immediately applicable to all orders placed after the date of modification. The Buyer is supposed to ask for information about the G.C.S. in force at the date of his order by contacting the Seller or visiting www.liphatech.fr website.