



## GENERAL TERMS OF SALE

### BASE PRINCIPLES

This document describes the general terms of sale of RECYL SAS for all products and services sold. They apply as from 01 August 2015.

In this document, the companies, organisations, or public services or any other legal entity or organisation client of RECYL SAS are referred to as, «the Buyer».

### ACCEPTANCE AND BINDING NATURE

Our general terms of sale are provided to each Buyer before any order and / or account opening at RECYL SAS. All our General Terms of Sale are also available online from our web site, <http://www.recycl.com/cgv>

As a result the fact of ordering from RECYL SAS implies the Buyer's full and unreserved acceptance of these terms.

In addition, no specific term may, unless otherwise agreed to in writing by RECYL SAS, prevail over these general terms of sale, which are deemed binding. Any contrary provision claimed by the Buyer shall therefore be deemed null and void, whatever the time it is notified to RECYL SAS. The fact that RECYL SAS does not claim, at any given time, any of these general terms of sale, shall not be construed as constituting a waiver of its right to later claim any of the said provisions.

Orders are final only when confirmed in writing. Any order taken by a representative of RECYL SAS or one of its employees should be confirmed in writing by the Buyer.

Automatic transfer: the benefit of the order is personal to the Buyer and may not be transferred without RECYL SAS's agreement.

### SPECIFICATIONS & HEALTH & SAFETY DATA

All products marketed by RECYL SAS are covered by a specification written by RECYL SAS or by the Suppliers of RECYL SAS., as well as a health and safety sheet as required by the law. The liability limit of RECYL SAS and limit of the warranty given for such products goes no further than the sole guarantee of such specifications and health and safety sheets leaving from our sites or the Supplier Factory collection sites, depending on the cases.

The fact of ordering from RECYL SAS constitutes formal acceptance of these specifications and of the health and

safety sheets. The responsibility of RECYL SAS shall not be involved by the Buyer in the event of a dispute or complaint on information mentioned in such documents.

As long as the offer has not been accepted by the Buyer, our company reserves the right to make any change that it deems useful to its products.

### TECHNICAL DOCUMENTATION

Any technical documentation, use recommendation and generally any technical & sales document is provided by RECYL SAS to the Buyer for informational purposes. RECYL SAS shall not be held responsible in the event of any dispute or claim by the Buyer regarding information mentioned in such documents.

Our company reserves the right to change at any time, without prior notice, the technical documentations, specifications, safety sheets, leaflets, catalogues or any other documents.

### PRICE & TERMS

Our price is understood as « EXW Recyl » unless as otherwise specified in the sales documents, in euro and before taxes, based on the prices provided to the Buyer on the order date.

In the exception of « EXW Recyl » price terms are granted by RECYL SAS to the Buyer, these terms shall also apply to all costs related to carriage and to the regulations relating thereto.

The applicable price is the price provided by RECYL SAS on the date of acceptance of the order by the Buyer.

Any taxation, tax, duty or other service to be paid in pursuance of French or European regulations or regulations of an importing country or a pays of transit shall be borne by the Buyer.

### VARIATION

As long as the offer has not been accepted by the Buyer, RECYL SAS reserves the right to may any change at any time as it deems useful to its prices & terms. Any creation of or increase in taxes, duties and taxes, customs duties and other, after the order, shall remain borne by the Buyer.

Any increase in costs including carriage costs in the exception of « EXW Recyl » terms, or resulting from a specific request by the Buyer, shall be borne by the latter.

### PAYMENT

Unless otherwise agreed and duly accepted by RECYL SAS, the payment of products or services sold is understood cash on collection or delivery depending on the case.

In the event of deferred or future payment, shall constitute payment in the meaning of this article not the

simple delivery of a draft or of a cheque involving a duty to pay, but the settlement thereof on the agreed term.

In the event of payment by promissory note or by Letter of Credit or acceptance draft, they should be sent to us or returned and accepted within time meeting customs on such matters, without exceeding a time of one working week.

In the event of payment by cheque the cheque should reach us within a period of three net days before the term date.

The maximum payment terms that RECYL could allow shall remain within the frame of the LME Act dated 04 August 2008 without an exemption.

Any amount unpaid on term appearing in the invoice shall automatically result in:

- a) The application of penalties in an amount equal to three times the applicable legal interest rate in accordance with the LME Act dated 04 August 2008. Such penalties shall be payable on a simple written reminder by RECYL.
- b) The reimbursement by the Buyer of all handling costs and proceedings costs for outstanding amounts including the fees of law enforcement offices, bailiffs or authorised legal personnel,
- c) Immediate payment of all outstanding amounts owed by the Buyer on the date the failure to pay is found out, whether it be for other deliveries or any other service or cause,
- d) The cancellation of future orders by RECYL SAS, except for those that are current and that are owed by right to RECYL SAS by the Buyer.

Any amount unpaid on the term owed by the Buyer to RECYL SAS shall also entitle RECYL SAS, to the right to suspend or terminate automatically and without notice the performance of any current contracts by sending a letter by registered mail with receipt confirmation to the Buyer.

Until the full payment of all amounts owed RECYL SAS reserves, the right to exercise the reservation of title clause such as mentioned in these general terms of sale.

In the event of any failure to pay, forty-eight hours after an unsuccessful injunction, the sale shall be terminated automatically by RECYL SAS if it requires so.

RECYL SAS may then ask, in summary proceedings, for the return of the products, without prejudice to any other damages. The termination shall affect not only the sale or order at issue, but also any previous unpaid order, whether delivered or in the delivery process and whether the settlement thereof is due or not.

In the event of settlement by draft, any failure to return the draft shall be considered as a refusal of acceptance likened with a failure to pay.

In the same way when the payment is spread, the failure to pay one single term shall result in immediate payment of the full debt, with no prior injunction.

In no event may payments be suspended nor be the subject of any offsetting without the prior and written consent of our company.

### RISKS RELATED TO CARRIAGE AND DELIVERY

1. The delivery dates and times agreed with the Buyer are and remain informational. Deliveries are made subject to availability and in order arrival order. Late deliveries shall not result in any damages, deductions or current order cancellation. However if, three months after an unsuccessful injunction, the product has not been delivered, for any other cause than a force majeure event, the sale may then be terminated on the request of either of the parties ; the Buyer may claim the return of its instalment including any further compensation or damages.

Force majeure events such as defined in the paragraph provided to that end in these general terms of sale, shall apply automatically.

RECYL SAS shall keep the Buyer informed in due time, of the above-mentioned cases and events.

At any time, on time delivery shall not be made unless the Buyer is up to date in its duties to RECYL SAS, whatever the cause thereof.

2. Whatever the delivery terms, even in the exception of « EXW Recyl », shipping in spite of the reservation of title clause, the risk of the products and / or their packaging shall be transferred to the Buyer, immediately upon the shipping from our warehouses.

The Buyer is responsible, in the event of damages, missing or lost products, for making any reserves or exercising any claim with the responsible carriers within the tome specified in article L 133-3 of the Business Code.

The « carried goods » insurance policy taken out by RECYL SAS applies to the carriage of goods whose insurance duty lays with RECYL SAS in pursuance of the Incoterm used.

### WARRANTIES

The duty of RECYL SAS is limited to the supply of the products ordered, the Buyer is solely responsible for the choice and for the use terms of the products bought from RECYL SAS. It is responsible for checking before ordering, that the goods are fit for the use it propose dot make thereof. The Buyer shall also be responsible for carrying out on receipt of the products, the check of their compliance with the order, in quantity and in quality.

Under penalty of forfeiting, any claim by the Buyer to our company regarding the products delivered, relating to carriage damage or missing products, should be

made by mail sent by registered mail with receipt confirmation to the carrier within 3 working days after the date of arrival in the place of destination, with a copy to our company. The warranty does not apply to latent defects.

The warranty of cleaning machines (and spare parts) is valid subject to use of the cleaning products supplied by RECYL SAS.

#### **LIABILITY LIMITATION**

In the event the warranty of RECYL SAS is claimed, the only duty of RECYL SAS will be the free replacement of the products or reimbursement of the amount paid by the Buyer relating to non-compliant products. The responsibility of RECYL SAS shall not be incurred in the event of latent defects nor in the event of damages to professional property caused by a defective product.

In the event of any proven contractual fault of RECYL SAS, the compensation owed to the seller shall not exceed the amount paid by the Buyer for securing the products. In no event shall RECYL SAS be bound to compensate any financial loss or loss resulting from the products.

#### **CLAIMS**

Time and terms:

No dispute by the Buyer shall be admissible unless it is sent by registered mail with receipt confirmation within a period of:

- 15 days as from the receipt of the products;
- 15 days as from the date on which the products should have been delivered if the client disputes the delivery thereof;
- 60 days as from the receipt of the products, if the defect concerns the inherent quality of the product and could not be reasonably found within a period of 15 days as from the receipt thereof.

Failing a dispute by the Buyer within the above-mentioned time, it shall be considered as having waived any dispute on that matter.

Return of the products:

In no event may the Buyer return the products to RECYL SAS without having secured its prior and written authorisation, even if a defect has been found by it.

#### **FORCE MAJEURE**

RECYL SAS is exempted from any duty to the Buyer, in the event of any circumstance beyond its control likened with a force majeure event, such as: full or partial strike taking place at RECYL SAS's, its sellers or Suppliers; flood, fire, extended frost, operating accidents or manufacturing accidents at RECYL SAS, at its sellers or Suppliers, war, riots, transportation disturbance, RECYL SAS's inability to be supplied. That list is not comprehensive.

#### **AMOUNT**

The amounts ordered by the Buyer are for informational purposes. RECYL SAS shall not be held responsible for any disputes or possible complaints related to discrepancies between the amounts ordered and provided or delivered.

#### **USE OF PRODUCTS – SAFETY**

The Buyer agrees to comply, when using, transporting, or storing the products, with all rules relating to environment protection, public health, people protection and property protection. The Buyer therefore agrees to comply with legal regulations and the information relating to the mentioned products including in the health and safety data sheets. The Buyer agrees to have all such rules complied with by its employees including by conveying to them the importance of complying with its rules when using, transporting or storing the products supplied by RECYL SAS. The Buyer (distributor) agrees not to sell the products other than to those who can use, transport and store them in compliance with the most stringent safety rules.

The European Union (EU) has set up the REACH systems which requires companies making and importing chemicals, to assess the risks resulting from the use thereof and to take necessary measures to cover any identified risk. Such regulations require Suppliers of chemicals to follow a pre-registration and registration process and schedule for chemicals and / or preparations. Should its supplier not comply RECYL may not be able to continue delivering the product ordered by its clients.

In addition, should an advanced scientific assessment be necessary, the availability of the products covered by the order would be affected, and later delivery may result. In those cases the clients of RECYL shall be informed and they formally agree that they will not hold RECYL responsible and hereby waive their right to claim any compensation for any reason.

Regarding any hazardous products and preparations under the REACH regulations, RECYL shall send its clients safety data sheets, which one or more exposure scenarios may be attached to.

Each client of RECYL may therefore check whether it meets the described conditions. Should that not be the case, the client shall immediately inform RECYL, which shall ask its supplier to guarantee the specific use conditions of its client. As long as that guarantee has not been received by the client, RECYL shall be exempted from any responsibility and the client shall solely bear the consequences of the failure to comply with the European REACH regulation.

#### **DISTRIBUTION AND RESALE**

The distributor and/or retailers hired and authorised by Recyl SAS, with or without an exclusivity contract, follow the same terms and conditions as found in this document.

The distributors and / or retailers of Recyl products agree to comply, communicate and ensure compliance ; to employees, clients, end users and also all stakeholders in the distribution chain ; all applicable points of this document including but not limited to :

- Any information regarding USE OF PRODUCTS – SAFETY

- All conditions regarding INTELLECTUAL PROPERTY

#### **INTELLECTUAL PROPERTY:**

Recyl SAS retains all industrial and intellectual property rights pertaining to brands, products, drawings and models, pictures, catalogues and technical documentation that may be provided or used without the prior and written authorisation of Recyl. No change in products in any way may be made without Recyl SAS's formal consent.

#### **RESERVATION OF TITLE CLAUSE**

The property of the goods provided by RECYL SAS shall be transferred to the Buyer upon the full settlement of the full value of the invoices regarding them by the Buyer, in principal and related amounts, even in the event payment times are granted. In the event of any failure to pay on time, RECYL SAS shall then claim back the goods that it remained the owner of. The Buyer shall refrain from any transformation, incorporation or assembling of the products supplied by RECYL SAS before having paid the same.

In the event of any failure to comply with this clause even in the event of the Buyer's court reorganisation, RECYL SAS shall immediately exercise its right to claim the products that are unchanged.

The Buyer agrees not to sell or pledge the products as long as the ownership thereof has not been transferred to it. The Buyer should keep the products sold under the reservation of title clause in their original packaging so they cannot be confused with similar products from other Suppliers. The return of the unpaid products shall be owed by the defaulting Buyer, at its costs and risks upon our company's injunction sent by registered mail.

Should our company claim the products, it shall be exempted from returning the instalments received on the price provided they can be offset with the damages owed by the Buyer (either by applying the penalty clause, or for return or repair costs). The Buyer shall object to the claims that third party creditors may have to the sold products, and advise RECYL SAS promptly.

#### **APPLICABLE LAW AND JURISDICTIONAL CLAUSE**

These general terms of sale are governed by the laws of France. The parties shall seek an amicable agreement

prior to any legal proceedings. Any dispute regarding the contracts entered into by RECYL SAS, the interpretation,, performance or consequences thereof, shall be brought before the Courts of Thonon les Bains, whichever the place of order and/or of payment even in the event of summary proceedings, impleader or several defendants, without any jurisdictional clause found in the documents of the Buyer preventing the application of this clause.

The original language of this document being French, in case of any ambiguity or confusion arising of its translation to English, the clauses as detailed in the French version will prevail.