

**General Terms and Conditions of Business
Compagnie Deutsch Distribution S.A.S. (CDD), France**

1. General

- 1.1 These General Terms and Conditions of Business (GTC) apply to all sales, deliveries and other services (collectively also referred to “deliveries”), of Compagnie Deutsch Distribution S.A.S. (CDD). Contrary conditions of the customer are not binding on CDD even if the order is based upon them or if the customer refers to them on forms or in other documents.
- 1.2 CDD’s GTC likewise apply to all subsequent business, even if no further reference is made to them at the time when such transactions are concluded.
- 1.3 Secondary agreements, together with amendments and additions to the agreement and CDD’s GTC, are valid only if they are agreed in writing with CDD.

2. Offers, Documentation

- 2.1 Offers of CDD are always made without obligation and are valid for not more than 60 days from the date of the offer made by CDD unless specifically stated otherwise in the offer.
- 2.2 No particulars given in CDD’s catalogues, price lists and further documentation are binding, but are provided “as is” only. Amendments to the specifications, product designs and other changes are reserved. They may influence delivery dates and prices.
- 2.3 Drawings, documentation, samples and other materials remain the property of CDD. No licenses are granted in any intellectual property rights of CDD and its affiliated companies. Intellectual property rights must be respected. In particular, the duplication or disclosure of supporting materials, documents or samples, especially of materials which are protected by copyright, is prohibited without the consent of CDD. On request, all such documents and samples must be returned to CDD.

3. Prices

- 3.1 Prices are quoted in the offered currency with packaging, exclusive of VAT, and save where otherwise agreed in writing FCA CDD Plant/Warehouse (Incoterm 2010). The place of the CDD Plant/Warehouse is determined in the provided offer.
- 3.2 Prices are generally adjusted once each year.
All agreed prices and payment terms remain valid for not more than twelve (12) months from the date of the CDD offer. If costs incurred by CDD, in particular raw material costs, undergo significant changes CDD is entitled to request an appropriate change of the agreed product prices. If the customer declines such price changes or if negotiations between the parties on such price changes do not result in a new agreed price within one month of the notice to take part in such negotiations, CDD is entitled to give unilateral written notice of termination of the agreement with immediate effect and without any liability. The foregoing is without prejudice to individual orders confirmed by CDD but not yet fully processed at the time notice is given. The parties are at liberty to extend the one-month negotiation period for price changes by mutual agreement in writing.

4. Delivery Lead-Times, Partial Delivery, Force Majeure

- 4.1 If the delivery lead-time is indicated as a period (and not as a specific date) it begins upon the date of the written order confirmation based on the unchanged offer.
- 4.2 Every delivery lead-time shall be suitably extended if required information or documents are not received in due time by CDD, if these are subsequently amended by the customer with the consent of CDD or if a down payment is received late.
- 4.3 If failure to comply with the delivery lead-time is not caused by the sole fault of CDD, the customer shall not derive from that fact a right to withdraw from the agreement or to waive delivery or seek compensation. For the rest, the limitation of liability stated in Sec. 10 shall apply.
- 4.4 In the event of force majeure or other exceptional events for which CDD is not responsible (including strikes) which make delivery impossible or substantially more difficult, CDD may restrict or suspend the delivery for the duration of such obstacle or withdraw from the agreement. Force majeure includes, but is not limited to, war, unrest, rebellion, acts of sabotage and similar events, strikes or other industrial conflicts, newly enacted laws and

regulations, delay caused by actions or omissions on the part of a government/authorities, fire, explosion or other unavoidable events, flood, storm, earthquake or other exceptional natural events. Under no circumstances shall CDD be held liable for claims related to non-performance, improper performance or belated performance of contractual obligations.

- 4.5 Partial deliveries are permitted. In the case of long-term supply contracts each part-delivery shall be regarded as a separate transaction. The impossibility of making a part-delivery or delay in effecting a part-delivery does not entitle the customer to withdraw from the whole agreement or to claim compensation.

5. Dispatch, Acceptance of the Goods by the Customer

- 5.1 If acceptance is either delayed or rendered impossible for reasons for which CDD is not responsible, CDD is entitled to store the goods for the account and at the risk of the customer on its own premises or with third parties. The relevant obligations of CDD shall then be deemed to have been performed.
- 5.2 If the customer does not announce his requirements in good time, the goods will be packaged for transport by road. The standard CDD packaging consists of cartons which are not suitable for stacking.

6. Documents, Payment, Offsetting, Interest on Late Payment

- 6.1 If the goods are picked up by a carrier or another 3rd party or if the goods are picked up by the customer at the CDD location or if CDD delivers the goods to a cross-dock, the customer is obliged to make available to CDD copies of the transportation documents as well as, in case the goods are exported from the EU, copies of the customs documents within one month from when the goods have been picked-up or from when the goods have arrived at the cross-dock respectively. If within the above time frame the customer has not provided the required documents, CDD reserves the right to charge possible VAT as well as, other expenses resulting from this.
- 6.2 At any point in time during the contractual relationship, the customer is obliged to ensure that CDD is notified of the correct and valid VAT identification number of the part of the enterprise (main company/branch office) under which the goods or services are ordered from CDD.
- 6.3 All invoices are payable net within 30 days after the invoice date. Different agreements may be reached between the parties.
- 6.4 Offsetting of counter-claims of all kinds is excluded, save where such counter-claim is not contested or is finally awarded.
- 6.5 Where several claims are outstanding, CDD is entitled to decide which particular claims are settled by the customer's payments.
- 6.6 The withholding or reduction of payments because of complaints is permitted only with the express consent of CDD.

7. Late Performance by the Customer, Insolvency

- 7.1 If the customer is late in making a payment, either in whole or in part, all payment obligations existing in relation to CDD, including those arising from other contracts, shall fall due for immediate settlement. Payments made by bills will not be accepted. The same provision applies if the customer is in cessation of payments or if legal composition, bankruptcy or similar proceedings are applied for or imposed with respect to his assets and if other circumstances which threaten to result in the customer's insolvency become known.
- 7.2 In the event of late payment by the customer, CDD, without prejudice to its other statutory and contractual rights, may decline in whole or in part to make further deliveries under this or any other contract or make them dependent upon an advance payment or provision of surety.

8. Retention of Title

The goods which have been sold remain the property of CDD until full payment of the sale price has been received. If the customer fails to fully meet his payment obligation, he thereby acknowledges the right of CDD to require immediate return of the goods concerned and to arrange for the refund of any installment payment already received.

9. Warranty

- 9.1 The warranty period is twelve months calculated from the date of transfer of risk. This warranty covers the conformity of the product to the CDD product specifications or to agreed product

specifications.

- 9.2 CDD makes no express or implied warranty extending beyond the contractual warranty described in section 9.1 above. All other warranties, arising by law or otherwise, including but not limited to the warranty of merchantability or fitness for a particular purpose, the warranty to deliver conforming product, the warranty of peaceful possession with respect to third party actions/claims (the customer acquiring the product at **its own risks**), the warranty against latent or hidden defects, and the warranty against defective products with respect to goods used for professional needs, are hereby excluded.
- 9.3 CDD must be notified of any defects in the goods without delay in writing. Obvious defects must be reported within five working days of handover. Hidden defects must be reported immediately but no later than within five working days of the time when they were detected or could have been detected. If this is not done, the customer shall forfeit all claims arising out of the warranty.
- 9.4 In the event of defective performance, CDD shall, at its option, either provide a replacement free of charge or effect repairs or grant an appropriate price reduction. If the substitute delivery or repair is likewise defective, the customer may request an appropriate price reduction. Further claims of the customer, in particular for termination of the contract are specifically excluded, regardless of the legal basis on which they are made. The limitation of liability pursuant to Sec. 10 likewise applies.
- 9.5 Complaints regarding part-deliveries do not entitle the customer to decline performance of the whole contract by CDD.

10. Liability

- 10.1 To the extent permissible by law, liability of CDD shall be limited in every case – even in the event of liability based on the infringement of intellectual property rights – to compensation for direct damages. Any liability for loss of profit, loss of revenues, loss of data, loss of use, loss of contract, loss of goodwill, loss and/or damage resulting from business interruption, line-down costs, loss of productivity, equipment idle time, and/or cost of substitute procurement, regardless of whether or not such losses, costs and damages are considered direct or indirect, as well as any liability for indirect and/or consequential costs and/or damages is hereby excluded. CDD is only liable for damages to the extent that it has caused such damages at least by negligence.
- 10.2 To the extent permissible by law, CDD's liability, regardless of the nature of the claim or form of the proceedings brought against CDD, shall not exceed a total amount equal to one hundred (100) percent of the value of the individual delivery concerned.
- 10.3 To the extent permissible by law, Customer shall defend, indemnify and hold harmless CDD and its affiliates from and against any third party claims, suits, liabilities, losses, costs and/or expenses, whether or not occasioned by the breach of duty and/or breach of warranty and/or negligence of CDD, arising out of or in any way related to the goods purchased by customer from CDD.

11. Intellectual Property Rights

CDD or its affiliated companies are and remain the owners of all intellectual property rights. In the case of orders whose performance includes development services, CDD is the sole proprietor of the development results including, but not limited to, all concepts, drawings, samples, ideas, software, documentation and all other material, together with all intellectual property rights relating thereto or filed thereon. Rights of use or licenses for the customer in the developing result or in intellectual property rights are not granted either implicitly or explicitly.

12. Trademarks

Trademark rights of CDD or of companies affiliated to it are not transferred with the purchased object. The acquisition of products identified with trademarks of CDD or with trademarks of its affiliated companies does not mean the acquisition of rights in such trademarks or the right to use them independently of the acquired product. To acquire such rights, a separate trademark right agreement must be concluded.

13. Confidentiality

The customer must keep secret all confidential information received from CDD in the context

of the business relationship and refrain from disclosing it to third parties.

14. Invalidity, Severability

Should any provision of these GTC be or become invalid, that fact shall not affect the validity of the other provisions. The invalid provision shall be replaced by a valid provision which as far as possible satisfies the same legal, economic and originally intended purpose.

15. Place of Performance, Applicable Law, and Arbitration

15.1 The place of performance for both the customer and for CDD is Toulouse, France.

15.2 Legal relations between CDD and the customer shall be governed solely by Swiss law to the exclusion of the conflict of laws principles. The Vienna Purchasing Convention (United Nations Convention on Contracts for the International Sale of Goods, 11 April 1980 (CISG)) is hereby specifically excluded. Rights accruing to CDD on the basis of statutory provisions are not affected by these GTC.

15.3 ALL DISPUTES ARISING OUT OF OR RELATING TO THE CONTRACTUAL RELATIONSHIP, OR AFFECTING ITS VALIDITY OR THE VALIDITY OF THESE GTC SHALL BE FINALLY SETTLED UNDER THE RULES OF ARBITRATION OF THE INTERNATIONAL CHAMBER OF COMMERCE BY THREE ARBITRATORS APPOINTED IN ACCORDANCE WITH THE SAID RULES. THE ARBITRATION SHALL TAKE PLACE IN ZURICH AND THE LANGUAGE OF THE ARBITRATION SHALL BE ENGLISH.