

TERMS & CONDITIONS OF SALE

Our sales and their performance are subject to the followings terms and conditions (T&Cs), which the purchaser formally and unreservedly accepts as governing all future transactions between us. These T&Cs form an integral part of the sales contract executed between SID and the purchaser.

Any stipulation to the contrary not accepted by the vendor, appearing in a letter or any other document issued by the purchaser, no matter at what date, shall not be binding upon us on any grounds whatsoever and the purchaser explicitly waives any such claim.

1) Ordering:

In placing an order, the purchaser implicitly accepts in full these T&Cs.

Our sales are considered as executed between professionals. The customer must therefore ensure that the specifications of the materials and products offered correspond to its requirements.

In the event of the unavailability or replacement of a product or item of material by one of its suppliers, SID may replace the unavailable merchandise by a similar product of at least equivalent value and quality.

Order modification – cancellation

Orders submitted to SID are firm and final for the purchaser, and may only be modified if all the following conditions are met:

- receipt by SID, no later than 12 hours from receipt of the initial order, of a written request to modify the composition of the initial order,
- SID's written acceptance of the modification request. Any return of a product or material must be subject to:
 - prior written request from the purchaser within 15 days of receipt of the goods,
 - acceptance of the said request by prior written agreement from SID, coupled with the supplier's agreement in the case of special orders. Special orders are understood to be orders

for products and materials not available from stock at SID. Goods that are not faulty or deficient must be returned clean and in their original condition and packaging. A credit note will be issued following inspection of such goods but SID reserves the right to apply a flat-rate reduction of 20% to any return of said goods. Transport costs on such returns shall be charged to the sender. Goods delivered in accordance with the customer's order will not be subject eligible for exchange or return.

2) Price:

The unit price is firm and not subject to revision for the deliveries provided for on the order form. Each shipment shall be accompanied by a corresponding invoice, the amount of which shall be settled according to the T&Cs. Prices of goods are understood to be packed, net, ex warehouse, before tax, and before any charge or levy on polluting activities to which the goods may be subject. The corresponding invoice shall be drawn up with VAT added.

The unit price is agreed in consideration of the pricing provisions in force on the date of the order.

Partial cancellation shall automatically entail re-invoicing in accordance with said provisions.

Price revision:

Price lists may be modified at any time, and particularly in the event of changes in fiscal or economic data. Price list modifications do not constitute grounds for the customer to cancel an order.

When the price list modification results in a price increase in excess of 10% over the known price at the order date, the customer may cancel the order by means of registered letter with acknowledgment of receipt within 10 days of being notified of the new price list applicable. Unless these conditions are met, the customer is deemed to have accepted the application of the modified price list.

3) Deliveries:

All our deliveries are made by road transport in disposable packaging.

All our goods are deliverable, irrespective of the delivery destination in France, within a period of 20 clear days from the order receipt date. In the event of longer delivery times, applicable to certain goods, the customer is advised at the time of ordering. Failure to meet

the delivery time, which is indicated for general guidance only, and any delays or failure to fulfil orders as a result of force majeure shall not constitute grounds for compensation.

Goods travel at customer's risk, ex warehouse. The customer should check the goods on delivery, as acceptance nullifies all claims by the purchaser, unless observations or reserves are noted as described below. In any case, the purchaser is responsible for:

- checking, at the time of delivery, the condition and quantity of goods received, if necessary opening packs in the presence of the delivery driver.

- in the event of any damaged or missing items, clearly noting any observations or reserves on the transport receipt, specifying the nature and scale of the damage.

When the goods are transported by a carrier of SID's choosing, in the event of any damaged or missing items the customer must inform SID by registered letter within 48 hours of delivery, after noting any observations or reserves on the transport receipt.

When the goods are transported by a carrier of the customer's choosing, the customer must inform the carrier within the contractually agreed time period.

4) Notification of claim:

The purchaser undertakes to notify any claim in writing within 10 days following delivery.

5) Payment:

Unless special terms are stipulated in the order, all invoices issued by SID are payable by the purchaser on receipt and by cheque if the order amount is less than three hundred (300) euros.

Late payment penalties: any late payment shall attract penalties, from the first day of delay, equivalent to the latest ECB refinancing rate plus ten (10) points, calculated *pro rata temporis* on the sums outstanding. These penalties shall be payable without the need for any reminder, demand or notice to pay to be served on the purchaser.

Fixed compensation for recovery costs: in the event of late payment, fixed compensation of forty (40) euros for recovery costs shall be payable by the purchaser automatically and without prior notice, from the first day of late payment after the invoice due date. SID reserves the right to charge the purchaser additional compensation should the actual recovery costs incurred exceed this amount.

Penalty clause: non-payment at the due date, after notice to pay given by registered letter with acknowledgement of receipt failing of its effect, shall require the purchaser to pay compensation equivalent to 15% of the sums due (including VAT), with a minimum compensation of one hundred (100) euros. Payment of such compensation shall be made without prejudice to any claim for damages that may be made by SID as a result of the non-payment in question.

Avoidance clause: without prejudice to the above provisions, should the purchaser fail to make payment at the due date, the sale shall be automatically cancelled, should SID see fit, ten (10) days from the sending of notice to pay, stating SID's intention to invoke this clause, failing of its effect.

Under no circumstances may payments be suspended or made subject to any offsetting without prior agreement in writing from SID. Any partial payment shall be allocated first to the non-preferential component of the claim, then to those sums longest outstanding.

In the event of late payment of one of several orders invoiced, SID may suspend all orders in progress, without prejudice to any other course of action it may see fit to take.

6) Retention of title clause:

The goods to which this contract applies shall become the property of the purchaser only upon payment in full of invoices issued pursuant to performance of said contract. Until such time, goods and materials delivered shall be considered as on consignment and the purchaser shall be liable for the risk of any loss suffered or caused by these products, for whatever reason.

7) Procurement contracts:

The duration of procurement contracts associated with a provisional delivery schedule may not exceed a period of 12 months from the placing of the order, except by specific agreement in writing by the company.

8) Operating materials

Operating materials are dependent on the total order volume. The cancellation of part of the

order automatically entails the invoicing or return of any materials that may have been delivered in advance.

9) Liability:

SID accepts no liability for any loss or damage that may be caused, directly or indirectly, to persons, objects or animals as a result of poor compliance with all recommendations and instructions given in the manuals provided by SID.

The instructions for use given in the documentation supplied with the products and materials are general recommendations only; the user is responsible for their adaptation to the specific circumstances of each treatment or use. We accept no liability as to the consequences of such adaptation, in view of the many factors that are beyond our control. Our liability is explicitly confined to the supply of specialties authorised for sale and compliant with the stated formula.

For all our products and materials, please refer to the labelling and the safety instructions. Instructions for use are given in the documentation provided.

10) Environment contracts:

All products invoiced with solvent return included must be recuperated within two years of invoicing.

11) Force majeure:

SID is only liable for the fulfilment of orders it has accepted in so far as no abnormal circumstances interfere with its procurement and shipments.

Such circumstances include but are not limited to total or partial strikes, accidents, riots, state of war, sabotage, fire, freezing, epidemics, floods, transport stoppages, difficulties in procuring raw materials or fuel and any instance of force majeure, and constitute grounds for us to delay or cancel all or part of the order whose fulfilment was suspended, with no compensation being due.

Should the event persist for more than 30 days from its initial occurrence, the sales contract entered into by the company and the purchaser may be terminated by the more diligent party, in writing, with neither party entitled to claim damages.

Quantities of items ready at the time of cancellation shall be delivered to the customer, who

is required to take delivery of them.

12) Warranty:

Standard warranty conditions applicable to materials are provided at the time of purchase. To enjoy the benefit of these conditions, the purchaser must complete the warranty coupon or card and return it to SID headquarters. IBIX and IBIX Cleaner System materials and their accessories are covered by a specific warranty, the terms of which are provided at the time of purchase.

The customer should check goods on delivery, in particular as regards the quality, quantities and references of the goods and their correspondence to the order. No claim will be considered after a period of 10 days from the day of delivery.

Goods acknowledged to be non-compliant and reported within the above time period shall be replaced or reconditioned, with no compensation being due on any grounds whatsoever.

13) Territorial jurisdiction:

It is explicitly agreed that any dispute arising as to the execution, validity, interpretation or performance of this contract and, more generally, any dispute directly linked to this contract shall come under the exclusive jurisdiction of the Commercial Court of Créteil, even in the event of introduction of third parties, proceedings involving multiple defendants or application for interim relief, irrespective of any stipulations agreed in the customer's terms & conditions.