



LYPSIS GENERAL TERMS AND CONDITIONS OF SALE
ONLINE SALES
FRENCH PROFESSIONAL CLIENTS
EFFECTIVE FROM 1 JANUARY 2016

Article 1 – Application and enforceability of terms of sale

These terms and conditions of sale (hereinafter “TCS”) relate exclusively to the relations between LYPSIS (hereinafter “LYPSIS” or the “Seller”), a “Société Anonyme” (limited company) with a share capital of 9 159 023.70 euros, registered in the Companies Register of BOURG-EN-BRESSE under number 331.455.691, with registered office at 11 Rue de la prairie 01100 Alex GROISSIAT, France, and any professional client or any company whose registered office is located in Mainland France, Corsica or Monaco (hereinafter the “Client” or the “Buyer”) interested in placing an order on LYPSIS’s website. For sales to non-professionals, LYPSIS’s General Conditions of Sale reserved to consumers apply, which govern the conditions of sale applicable to these products.

The general terms and conditions of sale applicable to B2B trade relations apply to sales to foreign professional clients.

LYPSIS and the Client are collectively referred to as Parties.

LYPSIS specialises in the wholesale (*business-to-business*) of miscellaneous industrial supplies and equipment, and in particular in the plastics, mechanics and industrial segments.

These TCS apply to all products directly sold and delivered (*hereinafter “the Products”*) by LYPSIS from its manufacturing and shipping sites to all its clients in France, subject to the conditions defined hereunder. The term “Product” is understood as any goods sold and/or any services provided by LYPSIS.

The Client must have the legal capacity to contract.

LYPSIS sells its Products only to Clients located in Mainland France, Corsica and Monaco.

All Product orders placed by the Client are subject to the opening of a client account using a form available on the home page of the website, and implies that the Client has read these TCS in advance and has expressly accepted them unreservedly.

The Parties agree that their relations will be exclusively governed by these TCS, except if a subsequent agreement has been concluded between them in writing contrary to these TCS. The fact that LYPSIS does not invoke, at any given moment, any of the provisions of the TCS will not be construed as a waiver of the right to invoke it at a later time.

These TCS may be subject to change. It is therefore understood that the applicable TCS are those in effect as of the date of the order.

Accordingly, the fact that the order is placed implies that the Client fully and unreservedly accepts these TCS in force on the date of the order, excluding any other documents such as brochures and/or catalogues published by LYPSIS, which have only an indicative value. No special terms may prevail over these TCS, except if formally agreed in writing by LYPSIS. In the absence of express acceptance, no contrary condition raised by the Client will be enforceable against LYPSIS, regardless of when it may have been brought to its knowledge. The Buyer’s acceptance will be expressed by clicking on the “validation” button and by providing its bank details for payment purposes. The legal value of this e-signature is identical to handwritten signatures between the Parties.

These general terms and conditions of sale are available to all Clients upon request and can be downloaded at <http://www.lypsis.fr> (*hereinafter "the Website"*). LYPSIS will also provide this information to its Clients.

Article 2 – Range of products

The range of LYPSIS Products is valid as long as they are offered by LYPSIS, except for special offers, the validity of which is indicated by LYPSIS.

LYPSIS reserves the right to discontinue the sale of any Product and/or to change, at any given time, the characteristics of its Products without prior notice and without this change entailing the payment of any damages.

Orders will be completed according to the existing stock and, where necessary, an order placed by LYPSIS to its suppliers will serve to complete the Client's order taking into account the delivery deadlines defined by the LYPSIS suppliers. LYPSIS reserves the right to make, at any time, any changes it deems fit to its products, without any obligation to change previously delivered products or any pending orders for those products.

Article 3 – Price

The prices reported to the Client by LYPSIS are given in euros and are net of value added tax (*hereinafter "VAT"*), applicable in Mainland France, Corsica and Monaco.

VAT is applicable at the rate in force on the day of the order. Product prices are net of taxes, shipping fees and of any other optional services expressly accepted by the Client at its own charge.

The Client will be informed of the prices on the summary order, if necessary, and before the final validation of the order.

Article 4 – Registration of orders

Before any order is placed on the LYPSIS company website, the Client must be registered in said website and have opened an account using the form available at:

<https://www.lypsis.fr/lypsis/page.html?monoBloc=creationCompteV2&idSite=1000002&idElemAuthentif=1000000>

Our commercial service will contact the Client and together they will define the terms of trading and of payment, and complete the settings of the client's master record.

To purchase one or more Products offered for sale on the website, the Client must place the order by selecting one or more items he or she wishes to purchase (*hereinafter the "Order"*) and in respect of which he or she has already been informed of all the pre-contractual information, in accordance with the instructions on the site.

To validate the order on the site the Client must proceed as follows:

1. Choose the Products

On the website, after taking full note of the pre-contractual, technical and commercial information of LYPSIS, the Client chooses the products and the desired quantities; these Products are then added to the virtual basket (*hereinafter the "Basket"*). The Client can freely modify the Basket, remove a Product, change the quantities or even add a Product until the payment is made. The price of the items available for sale is stated in euros, net of taxes and of processing, logistics and shipping costs. Prices do not include the applicable VAT on the day of the order.

When a product is added to the Basket, the information "In stock" or "On Order" appears on the screen. A specific item "In stock" is kept in stock on the LYPSIS platform, but it may become out of stock, and an item "On Order" is provided by our supplier when the order is placed. For all

items, an estimated delivery time will be printed on the acknowledgement of receipt of the order when the shopping basket order is validated. The stated delay shall in no way be construed as a firm commitment by LYPSIS and may depend on the supplier's or transporter's possibility of delivery. The order acknowledgement of receipt will be sent to the Client if required and will be indicated in the Client's master record. However, if the validation of the Basket order is the Client's firm commitment to purchase, the Client will also be able to request a free quote when validating the Basket.

2. Confirmation of Products and validating the order

First, once the Products are chosen, the Client must validate the Basket, but only after checking its total amount and acknowledging and expressly accepting the TCS.

The Client will be able to choose between the different types of delivery possible when validating the Basket. The Client will choose the preferred type of delivery and receive the cost of delivery calculated by LYPSIS. If the goods are made available at a Lypsis office, the Client will choose the office where he or she will collect the goods. In this case, the delivery will be free of charge.

The Client will be able to associate its own order details to the Basket.

In a second phase, the Client can check the cost of the orders placed against its trading conditions. Following this, the Client must check the details of the order presented by Lypsis.

The price and other applicable related costs are those in force when the order is validated, to which VAT will be added at the rate in force on the day of the order.

In a third phase, the Client will confirm the delivery and billing addresses, accept the general terms and conditions of sale, validate the order or ask for a free quote.

3. Acknowledgment of Order

LYPSIS undertakes to acknowledge receipt of the Order by sending an e-mail to the e-mail address provided by the Client when the order is placed, with a summary of the items ordered. The Client will check if the information given is complete and tallies with the information given on the Order, in particular the delivery address. LYPSIS will not be held liable for any input errors or for the consequences thereof. In this case, all fees for reshipping the Order will be fully charged to the Client.

The Order confirmation will be filed by LYPSIS and will be considered as proof of the the sale and its date. The Client acknowledges that the "double clicking" on the button "General Terms and Conditions of Sale" implies consent to contract and constitutes an irrevocable and unreserved acceptance of the TCS.

A confirmed order constitutes a binding and irrevocable purchase. Therefore, any request from the Client to change the Order will only be taken into consideration if it is received by LYPSIS before the issue of the delivery order preceding the dispatch of the goods and subject to the express acceptance of LYPSIS, the relevant criteria being the date of the Client's letter and the carrier's delivery note.

Any change to the order results in an extension of the delivery time under conditions specified by LYPSIS when the change is accepted.

The cancellation, with the consent of LYPSIS, may result in compensation fixed at 10 % of the order amount, all taxes included, and the loss of down-payments and/or deposits already made. Orders registered to be picked up on site (*i.e., without delivery*) may not be cancelled fifteen (15) days after they have been made available to the Client.

LYPSIS will only be bound to the orders taken by its representatives or employees if they have been confirmed in writing and signed.

Unless proven otherwise, the data recorded by LYPSIS constitute proof of all transactions entered into by the Client and LYPSIS.

LYPSIS will not be held liable for any misappropriation or fraudulent use of any means of payment.

Article 5 – Payment

Once the payment has been validated by the Client and confirmed by LYPSIS, LYPSIS will send an invoice to the Client for payment, subject to the payment conditions defined when the Client's account was opened.

A payment within the meaning of this article is not the mere delivery of a bill of exchange or a check involving an obligation to pay, but rather their payment at the agreed deadline. In any case, the payment deadline may not exceed forty-five (45) days of the end of the month or sixty (60) days from the date on which the invoice was issued.

In case of late payment, the Seller may suspend all pending orders, without prejudice to any other course of action. Any amount due on the due date specified on the invoice entails the payment of penalties equal to three (3) times the legal interest rate. These penalties are due on the day following the payment deadline

In the event of default, the sale will be legally cancelled without prior notice. The Seller may demand the return of the Products, without prejudice to any other damages. The cancellation will affect the order in question and also all previous unpaid orders (delivered or in the course of delivery / payment due or otherwise).

In case of payment by bill of exchange, the non-delivery of the bill will be considered a refusal of acceptance comparable to non-payment.

Similarly, when the payment is staggered, non-payment of a single instalment will lead to immediate enforceability of the debt, without prior notice. The amounts that are due from other deliveries or for any other reason shall immediately be payable.

The Buyer will be required to reimburse any expenses resulting from the litigious collection of the sums due. A lump sum for collection costs, of a minimum of forty (40) euros, will be payable by the Client, in accordance with the law, without prior notice in case of late payment.

In accordance with Article L. 441-6 of the Commercial Code, this compensation is automatically due on the day following the payment date on the invoice. If the recovery costs exceed forty (40) euros, the Seller reserves the right to claim additional compensation from the Client, the amount of which is fixed at 10 %, on a provisional basis, of the amount due, but not less than five hundred (500) euros. This compensation includes, in particular, interest, fees and charges that may be incurred in a pre-litigation and/or litigation procedure in connection to the recovery.

Any payments made to LYPSIS cannot be considered as a deposit. The means of payment accepted by LYPSIS are indicated on the website. The Buyer may never, as a result of a complaint made, retain, in whole or in part, the amounts it owes, or offset compensation.

In the framework of the fight against fraud, LYPSIS may ask the Client to prove its identity, address and the means of payment used. In this case, the processing of the Order is subject to the submission of these documents. If these supporting documents are not received or if they are non-conforming, the order may be cancelled and the account blocked.

Article 6 - Delivery – Method

The delivery is made directly to the Client, either through a simple notice to inform of the delivery of the Product, or through the delivery to a shipper or a carrier in the premises (or warehouses) of the Seller. The items purchased on the website are delivered to the shipping address provided by the Buyer during the ordering process. A fixed fee will be charged to the Buyer for processing and shipping the order. This fee depends on the items ordered and also on the requested place of delivery. The processing and shipping costs are indicated in the summary of the order, before it is confirmed. This amount will be added to the cost of ordered items.

Article 6.1 – Delivery

Deliveries may only be made according to the existing stocks and the order of arrival of orders. Delivery times are reported as precisely as possible, however these depend on the seller's possibility of supplying and transportation. Delays in delivery shall not give rise to claims for loss and damage deductions, or cancellation of orders in progress.

In any case, delivery within agreed deadlines will only be made if the Client has complied with all its obligations to the Seller, whatever they may be.

Article 6.2 – Force Majeure

LYPSIS will not be held liable for any breach of its obligations under these TCS or for any damages insofar as such breaches or damages would be attributable to causes over which LYPSIS has little or no power. These causes include, but are not limited to: conflicts or social movements, irrespective of type (*at the LYPSIS, the Client, or at a third party upon which the sale depends*), fire, explosion, floods or any other natural disaster, riot or war (*declared or otherwise*), shortage or rationing of work force, materials, components, transport, electricity, delays in the delivery by suppliers or sub-contractors, compliance with new laws or regulations (*justified or not*), embargoes, etc.

If the agreed deadline for the delivery of the Product cannot be met due to the above causes, LYPSIS will be given an additional period to overcome those disruptions.

Article 6.3 – Risk transfer

Products can be delivered postage paid starting from an order of two hundred and fifty Euros excluding taxes (250 Euros excluding taxes) or against payment at the agreed place. However, this preceding provision excludes EXPRESS shipments as well as charters (*such as pallets, oil drums, etc...*).

The transfer of risks concerning the products takes place as soon as the goods come into the possession of the Buyer/Client or of a third party designated by the latter.

Conformity of the goods must be checked when they are received in the Client's warehouses. In the event of product damage or missing products, the Client is responsible for recording any necessary remarks. It is the Client's responsibility to provide all justifications as to the actual defects or shortages found. Any product that has not been subject of any remarks sent by registered letter with acknowledgment of receipt within three (3) days after having been received from the carrier, in accordance with Article L.133-3 of the Commercial Code, a copy of which is to be simultaneously sent to LYPSIS, will be deemed to be in conformity and considered accepted by the Client, who will then not be entitled to institute any proceedings against LYPSIS.

LYPSIS cannot be held responsible for any event occurring during transportation, such as destruction, damage, loss or theft, even if the carrier was chosen by LYPSIS. In any case, the Client is responsible for providing all justifications as to the alleged defects or deficiencies. The Client will refrain from taking action directly or from bringing in a third party to remedy those defects or deficiencies; only LYPSIS is authorised to note all the relevant facts and to remedy them. Any claims filed by the Client will not, under any circumstance, entitle it to suspend, limit or refuse payment.

Where there is a delay in the collection of the goods ordered by the Client, all storage costs will be charged to the Client.

Article 7 – Reception

Notwithstanding the arrangements to be made with the carrier, complaints about apparent defects or nonconformity of the delivered product regarding the product ordered or the consignment note sent must be made in writing within eight days following the arrival of the products.

It is the Client's responsibility to provide all justifications as to the actual defects found. The Client will provide the Seller with every opportunity to ascertain such defects and remedy them, and refrain from taking action directly or from bringing in a third party for this purpose.

Article 8 – Returns

Article 8.1 – Methods

The return of goods must be subject to a formal agreement between LYPSIS and the Client. Any goods returned without this agreement will continue to be at the disposal of the Client and no credit note will be issued for them. Costs and risks of return are always the responsibility of the Client. No returns will be accepted fifteen (15) days following the delivery date. Returns will not be accepted later than fifteen (15) days following the date of acceptance by LYPSIS. Returns will not be accepted if the following requirements are not met: the reason for refusal must be indicated for each allegedly defective equipment; the product must be returned in its original packaging, complete and in good condition; the Product must not have suffered any deterioration, for any reason whatsoever, in particular during inspection, assembly or storage operations; the Client must not have made any changes to the equipment. The returned Products must be accompanied by a return number affixed on the address of the package or on the accompanying delivery note. In case of defect or non-conformity of the Products delivered, duly noted by LYPSIS under the conditions set out above, not attributable to the carrier, the Client may receive a free replacement or a refund for the products, at LYPSIS's discretion, excluding any compensation or damage. The return of the Product does not relieve the Client from paying the amount of the invoices by the agreed deadline.

A discount and administrative fees will apply to returns made by the Client. The Buyer will always be responsible for paying all costs and risks relating to a return.

Article 8.2 – Consequences

Any recovery by LYPSIS will lead the existence of a credit in favor the buyer, after a qualitative and quantitative verification of returned products. In case of apparent defect or non-conformity of the products delivered, duly verified by LYPSIS, the Client is entitled to be refunded or have the product replaced, free of charge, at LYPSIS's discretion, without the latter being liable to any compensation or damages.

All returns must be made by the Client using the LYPSIS forms which will be sent at the Client's request.

Article 9 – Retention of title

The transfer of the property of the goods sold under this contract is subject to the full payment of the purchase price, including all ancillary costs. Payment can only be considered as having been made in full when the actual price has been received. It is nonetheless understood that the simple presentation of a security creating an obligation to pay, whether a bill or another instrument, does not represent any payment within the meaning of the clause, and the debt owed by the Buyer to the Seller remains in force with all its guarantees, including the retention of title, until said commercial paper has been effectively paid. The above provisions do not prevent the transfer to the Client, from the time of the delivery, of the risks of loss and deterioration of the goods and all other damages that may occur. The Buyer must take out insurance covering the risks incurred as from the delivery of the goods. Until the price is paid in full, the Buyer should identify the goods shipped under this contract and not mix them with other similar goods from other suppliers. Failing this identification, the Seller may demand the reimbursement or take back the goods in stock. In case of attachment of the goods, or any other intervention by a third party, the Buyer will always have to inform the Seller thereof without delay so that the latter is able to object thereto and preserve its rights. The Buyer will refrain from pledging or assigning the property of the goods as security. If the order is cancelled as a result of default or delay in payment, the Client will have to immediately return, at its own charge, the goods received (*Products*).

On this basis, the goods (*Products*) still in the possession of the Client and identical to those ordered and delivered by LYPSIS are presumed not to have been paid. In the event

of a claim, payments already made will remain the property of LYPSIS as compensation. If the Client is subject to insolvency proceedings, such as business recovery, administration or liquidation proceedings, LYPSIS reserves the right to claim the goods in accordance with the legal rules in force.

The Client must also inform LYPSIS as soon as possible about the opening of collective proceedings involving the company so that LYPSIS can preserve its legal and creditor rights if necessary.

Article 10 - Guarantee – Exclusion

If Clients are professionals, they are deemed to have received all technical information about the Products, their design and purpose. They are also deemed to have checked the Products on reception thereof. Consequently, LYPSIS can in no way incur in any responsibility or be held liable in case of apparent defects or use of Products other than for the intended purpose.

Regardless of the contractual guarantee agreed provided by LYPSIS to the Client, LYPSIS is bound by the legal guarantee against latent or hidden defects and conformity, the provisions of which are reproduced in the annex to these TCS. Products sold are covered by legal guarantees provided that normal use has been made of the products and that the maintenance guidelines have been followed.

If a product ordered by the Client is covered by a specific contractual guarantee, then the Client will receive no later than the day when the Product is delivered a specific document specifying the installation method and the conditions of the contractual guarantee (including its duration and territorial scope).

LYPSIS will draw the attention of the Client to the defects or malfunctions that may be caused by an incorrect assembly or misuse of the Product. LYPSIS will ask the Client to carefully read the instructions accompanying some Products.

If a LYPSIS Product is found to be defective during the period of the legal or contractual guarantee, the Client will promptly lodge a complaint with LYPSIS, and LYPSIS will propose to the Client either to bring the Product to one of its stores or to send the product to LYPSIS.

Once LYPSIS has analysed and treated the Product, it will repair or replace the Product, as the case may be.

The defects and deterioration caused by normal wear and tear or an external factor (incorrect assembly, poor maintenance, misuse, etc.) or a modification which was neither unforeseen nor specified by the seller are excluded from the guarantee.

In any event, the overall responsibility of LYPSIS is limited and may not exceed the amount of payment received from the Client for the Products supplied subject to a claim and/or litigation. Claims may not justify the full rejection of the products delivered or the partial or complete gridlock in the payment of invoices or any compensation or retention.

The Client's information and data are collected when his/her account is created (for a sale or subscription) and the order is placed. This information and data are needed for managing the orders and for the business relations. They may be transmitted to entities involved in these relations, such as those responsible for sales, order handling, management, execution, processing and payment. This information and data are also kept for security purposes, in order to comply with legal and regulatory requirements, as well as to improve and personalise the services being offered and the information requested.

In accordance with the Data Protection Act, of 6 January 1978, the Client has the right to access, correct and delete his/her personal data by writing to LYPSIS indicating his/her name, surname, e-mail, address and client reference to the following address:

LYPSIS

11 rue de la Prairie

01100 ALEX GROISSIAT

Article 11 – Intellectual property rights

All texts, comments, illustrations and images reproduced on the LYPSIS website, catalogues, leaflets, brochures or any other marketing material are protected by copyright and intellectual property right for the entire world. The total or partial reproduction of the website, catalogue, flyers, brochures or any other marketing material is strictly prohibited.

The Client acknowledges that LYPSIS owns or has the right to use all intellectual property rights covering the Products sold to the Client, and that it has no right to use or reproduce these rights.

The Client undertakes in particular not to alter such intellectual property rights, or to misuse them, as it would discredit and devalue them.

Article 12 – Applicable law & Jurisdiction

Article 12-1 – Applicable law

Relations with the Client are governed by French law. Where these terms and conditions are translated to a foreign language, the text in French will prevail.

Article 12-2– Jurisdiction

By express agreement, all disputes arising between the parties in connection with their business shall be settled by the Courts of BOURG-EN-BRESSE.

Annexe 1: EXCERPTS FROM THE CIVIL CODE

Article 1641 of the Civil Code

The seller is bound by the guarantee covering hidden defects in the item sold which render said item unfit for the use for which it was intended, or which diminish this use to such a degree that the buyer would not have bought said item or would only have paid a lower price for it if the faults had been known.

Article 1642 of the Civil Code

The seller is not liable in respect of obvious defects which the buyer was able to discover him/herself.

Article 1644 of the Civil Code

In the case of articles 1641 and 1643, the buyer may choose to return the item and receive reimbursement of the price or to keep the item and receive reimbursement of part of the price, as arbitrated by experts.

Article 1645 of the Civil Code

Where the Seller knew of the item's defects, he/she is liable, in addition to restitution of the price received, for all damages towards the buyer.

Article 1646 of the Civil Code

Where the seller is unaware of the item's defects, he/she is liable only to the restitution of the price and to reimburse the buyer for all the costs occasioned by the sale.

Article 1648 of the Civil Code

Proceedings resulting from actionable defects must be instituted by the buyer, as soon as possible, depending on the nature of the defects and customary practice in the place where the sale was made