

**BARBIER GROUP'S GENERAL TERMS OF SALE (GTS) FOR THE AGRICULTURAL RANGE OF PRODUCTS
REVISION 4, 2017.12.26**

1 - APPLICATION AND OPPOSABILITY OF THE GTS

1.1 Unless they are the opposite subject of a specific sale contract, signed by our company and the purchaser, these General Terms of Sale (GTS) will apply, not only to the first sale concluded with the purchaser but also to all the subsequent sales, even if the subsequent sales do not expressly refer to the GTS.

1.2 In case of a contradiction between one or several specific conditions of the order acknowledgement, or one or various clauses of the GTS, the first ones will prevail the second ones.

1.3 When, for the same contract, our company has sent in time several order acknowledgements, each new order acknowledgement entails replacement of the previous order unless otherwise stipulated in the order acknowledgement.

1.4 By placing an order with our company, the purchaser:

- Accepts without restriction the present GTS,
- Accepts that these GTS, mentioned in advance in our order acknowledgement, together with any special conditions stipulated in the order acknowledgement, contractually bind the parties and exclude any other measures contained in any other document, unless there are other stipulations negotiated in a specific written contract, signed by our company and the purchaser.

1.5 The fact that our company doesn't mention, the present GTS, does not mean it subsequently renounces, any of the mentioned terms.

2 - FORMATION OF THE CONTRACT

2.1 - Conditions

Before placing an order, the purchaser must have previously fulfilled the opening formalities for a customer account with our company, and our company must have accepted the account opening. This acceptance is materialized by sending, the first order acknowledgement, to the buyer.

No order placed with our company will be accepted without an opened customer account.

2.2 – Terms and conditions

Our Company's price quotations are invitations to negotiate. They don't express our agreement to be bound in case of acceptance.

Only the confirmation of the purchaser's order, by our company, shows our willingness to be bound.

Consequently, the contract between our company and the purchaser will only be formed when our order acknowledgement has been sent to the purchaser.

If the order acknowledgement sent by our company differs from the purchaser's order it is specified that, it is a counter-offer. If so, the purchaser will have 5 working days to accept or to refuse the order acknowledgement. If the purchaser remains silent during this period, he agrees that this silence will be a manifestation of his unreserved acceptance of the order acknowledgement.

2.3 Without a written agreement stating the contrary, our company's commercial offers are valid 30 calendar days from the date of mailing.

3 - PRICE

3.1 The prices agreed with the purchaser are the ones mentioned in our order acknowledgement.

3.2 Without a written agreement to the contrary in our order acknowledgement, our prices are tax excluded (for example fiscal taxes), excluding tooling and equipment costs (see [article 7](#)):

- According to the 2010 CPT incoterms® « Delivery: our company's premises, Destination: place agreed with the purchaser » for sales in mainland France (i.e excluding Corsica, DROM, and COM), Switzerland, Norway and in the European Union.
- According to the 2010 CPT incoterms® « Delivery: our company's premises, Destination: premises of the freight forwarder to the port or to the departure airport » for sales in Corsica, in the DROM, in the COM, as well as abroad.
- Are revisable according to the weekly fluctuation of the LDPE PLATTS price occurring between the date of our order acknowledgement and the date the products are delivered.

4 TERMS AND PAYMENT DEADLINES

4.1 Except in case of a written agreement stating the contrary in our order acknowledgement, our products are payable at our head office, within 60 days after the date of invoice is issued.

4.2 As an exception to [article 4.1](#) above, for every order received by a purchaser outside France, our invoices are payable with the order, except if there is a written agreement to the contrary in our order acknowledgement.

4.3 Any deterioration in the purchaser's credit in particular through payment incident, creditors' warranty claim, the initiation of a collective proceeding, a loss, credit insurance reduction or an alert of trading company, brought to the attention of our company :

4.3.1 before the order, will lead to a reduction, or even cancellation of delay of payment and /or of the outstanding amounts granted to date.

4.3.2 after the order, may justify a change in the initial conditions for payment of outstanding orders, and result in a cash settlement prior to manufacturing and delivering, or require guarantees.

4.4 In case of advance payment in relation to the payment periods mentioned on the invoice, the purchaser will receive the right to a **0.3 %** discount calculated on the amount, excluding all taxes, costs of shipping and packaging and invoice insurance and after deduction of rebates, for each period of 30 consecutive full days of advance payment.

4.5 Providing a commercial paper or a check involving an obligation to pay does not constitute a payment, it is considered as the effective payment of the price at agreed maturity.

4.6 Any delay in payment in relation to contractual dates will lead, after a prior formal notice, with a registered letter with acknowledgment of receipt :

4.6.1 A penalty of delay calculated by applying to the amount due an interest rate equivalent to 6 times the legal interest in force in France, in addition to a lump sum indemnity for recovery costs of € 40, which will be increased by all fees and collection fees that our company will be required to pay.

4.6.2 the irrevocable loss of the possible contractual guarantee of our company on the unpaid goods,

4.6.3 the immediate payment of all outstanding invoices as well as the suspension of all outstanding orders with our company until cash payment without prejudice to any other course of action,

4.6.4 the cancellation with immediate effect but without retroactivity of the sale which is the subject of the unpaid invoice, but also if necessary to our company cancellation with immediate effect but without retroactivity of all other outstanding contracts.

In this case, the purchaser may not claim any payment made to our company under this cancellation, and any down payment for orders not yet delivered will be kept by our company, as a 1st compensation. In addition to the return of unpaid products, the purchaser shall indemnify our company for all damages resulting from this cancellation.

4.7 Any late payment will be deducted from the invoices with the oldest due date.

5 TERMS AND DELIVERY TIMES

5.1 Without a written agreement stating the contrary in our order acknowledgement, delivery times communicated by our company shall refer to the date of departure from our sites and are communicated for information purposes only and without commitment of our part.

5.2 The purchaser cannot refuse the delivery or ask for the sale to be cancelled due to a delay in delivery, as long as this delay is no longer than 30 calendar days. After this period of 30 calendar days of delay, the purchaser may notify our company of its decision to resolve the sale by registered letter with acknowledgment of receipt. The purchaser can't ask for any penalties of delay and / or damages for the non-respect of the indicative scheduled delivery date

5.3 In case of a Force Majeure affecting our company ([see article 13](#)), delivery time will be extended automatically within the maximum limit of 90 calendar days. In case of partial delivery, the products already delivered at the time of the Force Majeure will have to be paid by the purchaser.

5.4 The return of delivered product will be not accepted by our company, except with a prior written agreement between the parties concerned.

6 TRANSFER OF RISKS – TRANSPORT RISKS

6.1 Without a written agreement stating the contrary in our order acknowledgement, our company's products are delivered in mainland France (i.e excluding Corsica, DROM and COM), Switzerland, Norway and the European Union according to the 2010 CPT incoterms®« Delivery: our company's premises, Destination: place agreed with the purchaser »; and outside this area according to the 2010 CPT incoterms® « Delivery: our company's premises, Destination: premises of the freight forwarder at the port or at the departure airport »

6.2 The transfer of risks to the purchaser takes place according to the agreed 2010 incoterms®; this means that without a written agreement stating the contrary in our order acknowledgement, according to the 2010 CPT incoterms®, namely as soon as the goods are made available to the carrier on our premises.

It is specified that we will bear the freight charges according to the agreed incoterms® (2010), unless a written agreement states the contrary in our order acknowledgement.

6.3 It's the purchaser's responsibility to insure himself for these risks which are a result of the agreed incoterms® (2010).

6.4 Whether or not he assumes the transport risks, the purchaser, in case of delay, damage or loss during transport, is required to make all reservations with the carrier at the time of unloading and confirm them by registered letter with acknowledgment of receipt within a maximum of 3 calendar days, while sending a copy by registered letter with acknowledgment of receipt to our Company.

7 TOOLS AND EQUIPMENT :

7.1 When the purchaser, hands over specific tools and equipment to our Company (e.g. print plates) for the manufacture of his order:

7.1.1 If the tool received by our company does not comply with the use for which it has been designed for, the initial price of the goods will be discussed again by the two parties. Without agreement, our company could decide to cancel the contract, by simple notification of a registered letter with acknowledgment of receipt, without the purchaser being able to claim for any damages, caused by the cancellation.

7.1.2 The replacement or maintenance costs required due to usage are to be paid to us by the purchaser in addition to the product prices, when the purchaser has asked us to cover the replacement or maintenance.

7.2 When the purchaser asks us to make specific tools or equipment:

7.2.1 Our company can realize it itself or have it carried out

7.2.2 Except a written agreement stating the contrary and mentioned in our order acknowledgement, the making, and replacement or maintenance costs are to be reimbursed to our company by the purchaser independently and in addition to the price of the products.

7.2.3 The price of the tool or equipment made or carried out does not include its intellectual and industrial property, that is to say the result of its know-how for its development, its making, and its debugging.

The purchaser can acquire it only after an agreement with the conditions of use of this intellectual and industrial property.

7.3 The tool or the equipment supplied by the purchaser is given back to him upon request after a time period of 15 calendar days, under the condition that the amounts owed for replacement and maintenance are fully paid for and all the manufactured products have been paid for.

7.4 If the tool or equipment has been produced by our Company at our expense and reimbursed by the purchaser, and they are requested to be returned to him we will do so within a time period of 15 calendar days after his request under the condition that the amounts owed for replacement and maintenance are fully paid for, all the manufactured products have been paid for, as well as an agreement with the conditions of use of our intellectual and industrial property has been concluded.

7.5 If they remain in our company's warehouse, the tools and equipment are stored for free for a maximum period of 12 months from the last manufacture of the products.

After this time period, if the purchaser does not request the return of his tool or equipment, or if he did not make an agreement with us to extend the storage, our company has the right to destroy it.

8 AREAS AND LIMITS OF LIABILITY

8.1 The obligations undertaken by our company are not obligations of result but obligations of mean.

8.2 The products sold by our company comply with our Information, Tips and Operating Instructions Sheet (F.I.C.C.U), and, where it exists, to the French legislation in force. In the case of foreign sales, it is the purchaser's responsibility to check with the local authorities the possibilities of importing and using the products he plans to order.

The Company shall therefore not be held responsible in case of non-respect of the legislation of the country where the product is delivered.

8.3

8.3.1 Information (e.g. photos, plans, descriptive...) contained in our commercial documents and website, are only illustrative and not contractual unless a written agreement has been made to the contrary. Only the information contained in our order acknowledgements, and our product's F.I.C.C.U communicated when the order was placed, and available in our website (www.barbiergroup.com), determine the content and the limits of our commitment.

8.3.2 Unless there is a written waiver in the order acknowledgement, in case of contradiction between our order acknowledgement and our F.I.C.C.U, the latter shall prevail.

8.4 The liability of our Company is excluded in case of the product being defect or damaged due to unforeseeable circumstances, a case of Force Majeure, an improper installation, normal wear and tear, a deliberate or accidental deterioration, a negligence, a lack of surveillance, maintenance, storage, and misuse or defective use of the product, including for example the use of a film beyond its expiry date.

8.5

8.5.1 In any event, the liability of our company is limited regarding apparent non-conformities and deficiencies within 3 working days from the arrival of the products at the agreed place of delivery according to the 2010 CPT incoterms®, or if such a place has not been stipulated, at the agreed place in the order acknowledgement. After this claim period, the purchaser can no longer make any claim or contestation, nor take any action against our Company for non-conformity or apparent defect,

8.5.2 In any event, the liability of our Company is limited regarding hidden defects:

8.5.2.1 which have been the subject of a complaint by the purchaser within fifteen calendar days from their manifestation, when they concern the films for which the expiry date, has not expired as foreseen in our F.I.C.C.U.

8.5.2.2 which have been the subject of a complaint by the purchaser within 24 months following the film delivery date, at the agreed place of delivery according to the 2010 CPT incoterms®, or if such a place has not been stipulated, at the agreed place in the order acknowledgement, when they concern the films for which no expiry date is provided in our F.I.C.C.U.

After this claim period, the purchaser can no longer make any claim, contestation, or take any action against our Company for hidden malfunctions or defects.

8.5.3 If the purchaser wishes to involve our Company's liability within these delays, the purchaser must proceed as described in [article 10](#) below.

8.6 If the liability of our Company is entailed and even if damages (physical, material, immaterial, direct or indirect, consequential or not) were caused by delivered products:

8.6.1 the liability will be limited as regards to defective products, only to physical injury and material loss, that is to say to the exclusion of immaterial damages (loss of use, loss of profit, financial loss, etc.)

8.6.2 in any case, liability will be limited, in contractual matters, for material and immaterial damages, direct or indirect damages, consecutive or not, at the choice of our Company, namely:

8.6.2.1 : to the replacement free of charge of the defective film at the agreed destination.

8.6.2.2 : to the reimbursement of the quantity of film found to be defective or non-conforming by its departments, and under the conditions that may be imposed in the F.I.C.C.U of the concerned film.

9 CONTRACTUAL WARRANTY:

9.1 Principle

Without a written agreement stating the contrary included in its order acknowledgement or in the F.I.C.C.U, our company does not grant a contractual warranty on the films it sells.

9.2 Exception

9.2.1 When our company grants in its order acknowledgement or in the F.C.C.U of its film a contractual guarantee, this guarantee applies to any malfunctioning due to a defect in the design, material or the manufacturing, within the set time.

9.2.2 The contractual warranty shall be excluded under the same conditions as those referred to in [Article 8.4](#).

9.2.3 The warranty scheme is defined in the film's F.I.C.C.U.

9.2.4 If the purchaser invokes the warranty within the period of [article 8.5](#), the purchaser must comply with the provisions of [article 10](#).

9.2.5 Under the contractual warranty, our Company can only be held liable within the same limits as set in [article 8.6](#).

9.2.6 The film replacement under the warranty does not extend the warranty of the film. The replaced film will therefore only be guaranteed for the duration of the remaining warranty on the original film.

9.2.7 The contractual warranty only benefits to the purchaser who acquired the film directly from our Company. It may be invoked by the latter even in the event of the resale of the product to a sub-purchaser, provided that the direct purchaser is able to satisfy all the provisions of this [article 9.2](#) and [10](#) below.

10 COMPLAINT

10.1 Any complaint must be made in accordance with the conditions and forms mentioned in the F.I.C.C.U of the film concerned.

10.2 The complaint must be made as soon as possible and in any case within the time limits of [article 8.5](#). Any use of the product despite the existence of a malfunction, a defect or a non-conformity, and therefore any damage caused to and / or by the product due to the persistence of this use, is solely the purchaser's responsibility.

11 MEANS OF COMMUNICATION AND PROOFS

The purchaser agrees that the exchange of information with our company, at any time and even before the contract signature, may be conveyed by electronic or postal means. The purchaser agrees that the computer records of our company or IT providers be a proof between the parties especially for communications, orders, commitments and payments.

12 INTELLECTUAL PROPERTY AND CONFIDENTIALITY:

Unless they are the opposite subject of a specific sale contract, signed by our company and the purchaser, all texts, comments, work, illustrations and quotations provided by our Company remain its property and are strictly confidential. Purchaser is forbidden to reproduce them, or to communicate them to third parties except for his personal needs. Since the sale price paid by the purchaser does not involve any transfer of intellectual and industrial property rights or the know-how of our Company, the purchaser only has the right to use or sell the products delivered, not to reproduce them.

12.1 The parties agree to maintain the highest degree of confidentiality regarding their contractual relations and refrain from making known to any person any part of them except if requested by official authorities and courts.

13 CASE OF FORCE MAJEURE

Neither party can be held liable for any delay in performance or for failure to perform all or part of its obligations if such delay or non-performance is due to the occurrence of force majeure. In addition to those retained by the legal provisions as interpreted in the case-law, within the meaning of the present conditions, constitute case of force majeure within the meaning of these Terms and Conditions, any event beyond the control of the parties impeding its normal functioning, so that its consequences cannot be offset by the means available to the parties. If they meet the above definition, they constitute force majeure within the meaning of the present GTC, for example: strikes and other social conflicts, fires, explosions, floods, damage or breakdowns, natural disasters, wars or insurrections, terrorist attacks, impossibility of using its computer system, cessation of transport, shortages or shortages of products, affecting the production, storage and distribution sites of the parties, but also those of their suppliers, subcontractors or carriers. After having exhausted all the means in its power to fulfill its obligations and within a maximum of 72 working hours of the occurrence of an event constituting force majeure, the party affected by the force majeure will notify the other party, specifying the reasonable foreseeable effects of this event on the progress of the contract. If the total duration of a case of force majeure persists for more than 90 calendar days from the date of its notification, the party who has not invoked force majeure will have the possibility of cancelling this contract with immediate effect by a Recommended Letter with Acknowledgment of Receipt, and this without the other party being able to claim the slightest damages as a result of this resolution.

14 RESOLUTION AFTER FORMAL NOTICE

14.1 In addition to the specific cases and methods of resolution referred to in the other terms of the GTS, our Company may, at any time, cancel the contract binding it to the purchaser if this one does not respect any of his obligations, and vice-versa.

14.2 Such a cancellation will take effect 15 calendar days after the date of dispatch by our Company of a formal notice by registered letter with acknowledgment of receipt to the purchaser or vice-versa and will remain ineffective

if the services exchanged have become progressively and reciprocally useful during the contract, there will be no repayment for the period prior to the last benefit being received. In this case, the resolution will be qualified as cancellation.

14.3 The liable party for failure to perform or improper performance of the contract that lead to a cancellation may not claim any payment under this cancellation.

15 RESERVATION OF OWNERSHIP

Our company reserves the ownership of the goods sold, up to the full payment of their entire price including the goods, all costs and accessories. Is not considered as a payment, by the meaning of this clause, the fact of providing a title creating an obligation to pay (draft or other). Notwithstanding the present title retention clause, all risks related to the products sold are to be borne by the purchaser according to the INCOTERMS® (2010) agreed or mentioned in the GTS by default.

Consequently, the purchaser undertakes to take out an insurance contract guaranteeing the risks of loss, destruction, theft of products and damage that may be caused by them.

In case of seizure or any other operation of a third party on the products sold, the purchaser is required to notify this clause and to notify our Company immediately by registered letter with acknowledgment of receipt. If there is a total or partial non-payment of the price of the products sold, our Company may, as per the present clause, claim the ownership of the products sold to obtain the restitution, and notwithstanding the right for the latter to obtain in addition the compensation of all its prejudices.

If the goods, subject to retention of title, have been resold by the purchaser, the claim of our Company will automatically be carried over to the debt resulting of the products sold by the purchaser.

The purchaser already unconditionally authorizes our Company to take an inventory of and/or to seize the unpaid products that are in its possession. In the event of a claim, the advanced payments which have already been made shall be definitively acquired by our Company as a first compensation.

16 APPLICABLE LAW AND COMPETENT COURT

Any litigation, disputes and claims, between our company and the purchaser, related to these GTS, and in particular those related to the contracts and / or orders mentioned in Articles 1 and 2 of these GTS, no matter the subject, especially the validity, the nullity, the improper execution, the violation, the non-execution or the cancellation of these GTS or of the contracts and / or of the orders above-mentioned:

- shall be governed by French law, both as regards the rules of procedure and the substantive rules.

- **Is covered by the only jurisdiction of the Tribunal de Commerce of LE PUY EN VELAY (Haute-Loire, France), even in case of appeal in guarantee or in case of plurality of the respondents, and this despite all contradictory clauses, written in any document of the purchaser. The creation or acceptance of bills of exchange does not imply any novation or derogation from this clause attributing jurisdiction.**

17 NULLITY - INAPPLICABILITY

In the event that any of the provisions of these Terms and Conditions come to be canceled or cannot be enforced for any reason, all other terms and conditions of these GTS will remain valid and effective.

18 APPLICABLE LANGUAGE

As these Terms and Conditions are written in several languages, the French version available on our website (www.barbiergroup.com) will prevail in case of disagreement concerning the translation.