

# International General Conditions of Sale

## 1. Description of parties and of Product offered for sale

These General Conditions of Sale have been agreed between:

- Laboratoire CEVRAI F.C.V., a company incorporated in Vienne (France) under number 380 307 843, the registered office of which is at Lieu Dit Bourg de Ciers 38630 Les Avenières (France), hereinafter referred to as « CEVRAI »,
- All individual or company whose references are given in the order confirmation, hereinafter referred to as « the Buyer ».

CEVRAI is a trading company specialized in the design, packaging and distribution of beehive products, dietary supplements and slimming products.

## 2. Applicable Conditions and Law – Acceptance of the Parties

These General Conditions of Sale are available to any Buyer for his complete information, especially on the web site of CEVRAI at [www.cevrai.com](http://www.cevrai.com), or by post upon request at the headquarters of CEVRAI. A reminder of these Conditions shall be entered on all documents issued by CEVRAI under related contract of sale.

Any contract of sales agreed between the parties is governed by the specific terms and conditions stipulated on the order confirmation, by these General Conditions of Sales and by the laws of France. The Buyer acknowledges that he has full knowledge of these Conditions at the time of ordering, fully accepts to observe and perform them, and waives to take advantage of any other condition, data or document (flyers, catalogues, specifications, price-lists, etc.) issued by CEVRAI, which may be issued for information only.

CEVRAI is entitled to amend these General Conditions of Sales at any time. In this case, the applicable conditions will be those prevailing at the date of the ordering.

## 3. Quotation, order, contract

The quotations CEVRAI may issue on Buyer's request are for information only. The Contract is deemed to be valid only after confirmation of order by CEVRAI based on:

- the order and instructions of the Buyer, who undertakes to provide CEVRAI all relevant information necessary for the execution of his order
- these General Conditions of Sales, fully accepted by the parties

CEVRAI is entitled to refuse to perform an order issued by a Buyer who has not fully paid a previous order or with whom a dispute has been recorded. The Buyer must check the order confirmation issued by CEVRAI and notify any possible non-conformity within 3 working days after receipt of this document.

After this period, the Contract is deemed to be finally approved by the parties. Any subsequent changes to the order initiated by the Buyer entitles CEVRAI to challenge the price and terms originally agreed, or even to claim resulting damages for loss to the Buyer.

## 4. Price

The products are supplied at prices prevailing at the time of the conclusion of the Contract, In case of adjustment of prices, which may occur at any time, CEVRAI agrees to inform the Buyer as soon as possible and at the latest at the time of the conclusion of the Contract.

The contract price includes any costs which are at CEVRAI's charge according to this Contract. However, should CEVRAI bear any costs which, according to the Contract, are for the Buyer's account (transportation, insurance, customs duties, taxes, fees or charges), such sums shall be reimbursed without questioning by the Buyer at the same time he pays the invoice.

## 5. Late Delivery

When there is delay due to CEVRAI in delivery of any product, the Buyer is entitled to claim liquidated damages equal to 0.5% of the price of those products for each complete week of delay, provided the Buyer notifies CEVRAI of the delay and justifies the losses. Liquidated damages for delay shall never exceed 5% of the price of the delayed products.

No delay in delivery shall entitle the Buyer to cancel or terminate the Contract without prior consent of CEVRAI.

CEVRAI will not be liable for late delivery if the Buyer failed to perform any of his obligations related to this Contract or to any previous Contract.

## 6. Check of delivery- non conformity

The Buyer shall check the delivery as soon as possible after its arrival, and shall notify the carrier in writing of any missing or damaged product within 3 days from the date of delivery.

The Buyer shall also notify CEVRAI and justify in writing any lack of conformity of the products not later than 15 days from the date of arrival of the delivery at destination. CEVRAI shall be entitled to check such non-conformity and to implement corrective actions at place of destination. If no corrective action is possible, CEVRAI shall at his option, either replace the products with conforming products without any additional expense to the Buyer, or reimburse to the Buyer the price paid for the non-conforming goods and thereby terminate the Contract as regards those products.

CEVRAI's liability is limited to the replacement or reimbursement of products supplied, excluding any other damages, direct or indirect loss or shortfall of profit.

If the Buyer fails to notify CEVRAI within the prescribed period, or if he fails to notify CEVRAI before any use of the non-conforming products or sale of same to a third party, the delivery shall be deemed to be definitely accepted.

## 7. Return of products delivered

A formal agreement between the Buyer and CEVRAI shall be finalized prior to any return of products for reimbursement. CEVRAI shall issue the agreed credit note after checking the quantity and quality of returned products. Any return without prior approval shall be refused and storage costs charged back to the Buyer.

## 8. Payment Conditions

The Buyer agrees to pay to CEVRAI the price and any other sums due according to the payment conditions granted by CEVRAI in writing on confirmation of order. The Buyer shall be deemed to have performed his payment obligations when the respective sums due have been received by the CEVRAI's bank in immediately available funds.

If The Buyer fails to pay a sum of money when it falls due, CEVRAI is entitled to interest upon that sum from the time when payment is due to the time of payment. The rate of interest shall be three times the relevant rate fixed by the laws of France. Furthermore, in case of continuous or repeated delayed payment, CEVRAI shall be entitled to terminate the Contract and any other pending orders or deliveries by notification to the Buyer.

Should the financial status of the Buyer deteriorate after registration of the order, CEVRAI shall be entitled to amend any previous agreed payment conditions in order to reduce its risk. If the parties fail to agree on appropriate amended payment conditions, CEVRAI shall be entitled to terminate the Contract and any other pending orders or deliveries by notification to the Buyer.

## 9. Retention of Title

Any product delivered to the Buyer shall remain the property of CEVRAI until the complete payment of the price and of any costs which, according to the Contract, are for the Buyer's account, even though the risk of loss or damage to products subject to retention of title has been transferred to the Buyer.

As long as the price has not been fully paid, the Buyer shall store the products delivered separately and shall not use them in production process.

If The Buyer fails to pay a sum of money when it falls due, CEVRAI is entitled to take back the products delivered and to terminate the Contract and any other pending orders or deliveries by notification to the Buyer.

If the products delivered have been already seized or sold to a third party before the complete payment of the price, the Buyer shall be entitled to claim the payment of the price of the delivery to the third party.

## 10. Warranty

CEVRAI's products are guaranteed against defects in material and workmanship that would make them unsuitable for use up to sell-by date, provided that the Buyer has complied with the conditions of storage and preservation required by CEVRAI or prescribed by generally accepted professional practices.

## 11. Limitation of Liability

CEVRAI is not liable for a failure to perform one of his obligations to the extent that the failure is due to:

- The fact that the Buyer fails to perform any of his obligations, including to provide CEVRAI all relevant information or notice necessary for the execution of the Contract, or
- An impediment beyond his control (force majeure).

The Buyer is liable to check with local authorities that the products ordered comply with regulations regarding the importation, storage and distribution of these products in the importing country. CEVRAI is not liable for any non-compliance and/or inappropriate use of the products as regards these local regulations.

## 12. Documents, intellectual property, privacy

All commercial documents including quotations, catalogs and pictures released by CEVRAI are for information only and are not part of the Contract, unless otherwise agreed in writing. CEVRAI is entitled to make any changes at any time including shape, color, size or material of its packaging or overpack.

All commercial documents, products data, quotations, illustrations, packaging delivered to the Buyer shall remain the property of CEVRAI. The Buyer shall use them only for its own needs, and shall not communicate intentionally or unintentionally any such documents or information to third parties without prior consent of CEVRAI.

## 13. Applicable law, resolution of disputes and jurisdiction

The validity and interpretation of this Agreement will be governed in all respects by the laws of France. In the event of claim or dispute arising in connection with the present Contract, the aggrieved party shall notify its claim first to the other party in order to obtain an amicable settlement. Should no agreement being reached, the parties shall submit their dispute to the jurisdiction of the courts of Montpellier in France.