

HEXONYS sarl
GENERAL TERMS AND CONDITIONS OF SALE

1. General information

These general terms and conditions of sale constitute, by virtue of the provisions of Article L 441.6 of the French Commercial Code, the basis of the commercial negotiations between the parties. Unless there is an express and prior derogation agreement from HEXONYS sarl (hereinafter referred to as "HEXONYS"), any order for products, regardless of origin, implies adherence to these general conditions of sale, which take precedence over any clause to the contrary that may appear in the general conditions of purchase, documents or correspondence of the customer.

The Conditions of Sale include both the General Conditions set out below and the Special Conditions. The choice of Incoterm indicated by HEXONYS takes precedence over any clause to the contrary.

2. Ordering information

2.1 Acceptance of orders: orders are not final until they have been expressly confirmed and accepted in writing by HEXONYS.

Acceptance of an order by HEXONYS, through the order confirmation, constitutes a firm and final commitment of the parties on the item, price and delivery date.

HEXONYS reserves the right to refuse an order that is abnormal or in the absence of sufficient information to satisfy the said order.

2.2 Specific orders: Due to technical constraints, HEXONYS reserves the right to ship and invoice a quantity of goods that may vary by up to 10% more or less than the quantity shown on the order confirmation. The customer will take delivery of the quantity delivered and will pay the price.

2.3 Order modifications: Any order modification or cancellation requested by the customer can only be taken into consideration if it is received in writing by HEXONYS before the start of the production process and considering specific supplies.

2.4 Order cancellation: Any order cancellation by the customer engages its responsibility and obliges it to pay HEXONYS sixty (60) % of the price indicated on the order considering the cost of supply.

3. Price - Taxes

The prices indicated on the front of this document are net prices which, except as stated in Article 8 hereof, include the price of packaging. Unless expressly stated otherwise, all duties, taxes, royalties or other governmental charges that may be levied in connection with the sale, use, transfer, import, export or transportation of goods, in particular, will be additionally invoiced.

4. Price modification

Subject to what will be said below, all prices confirmed by HEXONYS are non-revisable, except in cases of force majeure.

5. Terms of payment

5.1 Our invoices are payable in accordance with the terms of payment stated in the order confirmation.

In the absence of any indication to the contrary, the term of payment shall be thirty (30) days net from the date of issue of the invoice.

HEXONYS expressly reserves the right, in the event that it deems that the financial situation of the customer would present a risk for the collection of HEXONYS' receivables, to require payment of goods either in cash at the time of order; or by accepted bills of exchange received by HEXONYS upon delivery of the transport documents; or in cash at the time of delivery.

All collection costs will be borne by the customer.

5.2 In the event of partial or total late payment, a fixed penalty for collection costs of forty (40) euros and a late payment penalty based on a rate equal to three (3) times the legal interest rate will be applied. These penalties will be invoiced on a quarterly basis. Failure to pay a single due date shall result in the forfeiture of the term of all outstanding debts.

HEXONYS reserves the right to suspend all deliveries until full payment of all outstanding invoices or to cancel current orders, without prejudice to the exercise of any legal remedy.

It is expressly stipulated that in this case, the sums remaining due will be increased as a penalty clause by a lump-sum indemnity set at 15% of the amount of receivables due, without prejudice to any interest, costs and fees that could result from litigation proceedings.

6. Delivery

6.1 Terms

In the absence of any particular indication, delivery shall be made when the goods are handed over to the first carrier.

Consequently, HEXONYS cannot be held liable in any way whatsoever in the event of, but not limited to, late delivery of goods to the recipient's address, damage to goods or shortages noted after delivery. If the dispatch of the goods is delayed due to the customer, the goods will be considered as delivered to the customer on the day they are ready to be dispatched. They will then be kept by HEXONYS in the name and on behalf of the customer and at the customer's expense, risk and peril.

6.2 Lead times

The lead times communicated by HEXONYS are purely indicative, depending on supply possibilities. Their non-respect does not engage the responsibility of HEXONYS and does not authorize the customer to cancel the order without the consent of HEXONYS. HEXONYS will keep the customer informed of any circumstances that may lead to a significant overshooting of the delivery times communicated.

7. Transport - Risk

The customer will have to make sure of the good state of the delivery before giving discharge to the last carrier. It is up to him to exercise within the legal time limits any recourse against forwarding agents, carriers or commission agents.

The fact that the carrier has been chosen by HEXONYS or its partners does not modify this obligation. The mode of transport and incoterm are chosen and expressly indicated by HEXONYS; they take precedence over any clause to the contrary.

Any additional transport costs incurred as a result of the customer's decision forcing HEXONYS to adopt one or more particular means of transport will be billed to the customer in addition.

8. Packaging

8.1 All goods are delivered in standard packaging, which unless otherwise specified by HEXONYS, are included in the price as defined in Article 3 hereof, and do not have to be returned.

HEXONYS will in no event be liable for any damage that may occur to the goods and products incorporating said goods following their processing, if this packaging proves insufficient in view of specific circumstances, especially storage.

9. Conformity of goods

HEXONYS guarantees that the goods delivered will be of good merchantable quality and conform to the order specifications. It undertakes, in the event of non-compliance, to replace the goods it deems defective. The obligations of HEXONYS, as such, are strictly limited to this replacement and exclude any other express or implied warranties, as well as any other obligations or liabilities, which the customer expressly accepts. In addition, and in any event, the guarantee of conformity given by HEXONYS will only be valid if the following conditions are met:

- The customer is required to check the goods on arrival and, if necessary, to make any reservations within thirty (30) days, failing which HEXONYS will be released from liability.

- The customer is required to provide any justification as to the reality of defects or anomalies found, at a minimum sample, photo, batch number. The customer must allow HEXONYS the opportunity to proceed with the observation of these defects or anomalies and to remedy them.

- If HEXONYS so requests, the customer is committed to return to the factory of the partner producer the goods it considers defective.

When HEXONYS considers that the goods delivered are covered by a warranty, it will send the customer new goods at its own expense to replace the defective goods. If these conditions are not met, the goods will be deemed to be compliant and HEXONYS will not be entitled to reimburse the price of the goods or pay any compensation whatsoever. In accordance with Article L. 442-6 of the French Commercial Code, the customer is prohibited from refusing goods or returning goods without HEXONYS having been able to control the reality of the complaint invoked by the buyer.

10. Ownership reservation

The goods delivered remain the property of HEXONYS until full and final payment has been made. The delivery of bills of exchange or other titles creating an obligation to pay does not constitute payment within the meaning of this provision. The risks, including damage and loss, are the responsibility of the customer upon delivery, in accordance with the conditions governing this contract. For the duration of the ownership reservation, the risks having been transferred under the conditions referred to in Article 7 above, the customer shall insure the products against all risks of damage or liability, and in particular shall take out product liability insurance on our behalf and at its expense. The customer undertakes to allow at any time the identification and claiming of the delivered products. In this respect, the customer undertakes to keep the original packaging of the products intact in order to allow perfect identification. The products in stock at the customers are deemed to be related to outstanding invoices. The customer authorized to resell the products delivered in the normal execution of its business, is required to immediately inform HEXONYS of the seizure, for the benefit of a third party, of products delivered under retention of title and refrains from pledging or assigning by way of security the ownership of the products. In the event of resale, it undertakes to assign to HEXONYS its claims against the sub-purchasers up to the amount of the sums due.

11. Responsibility

The liability of HEXONYS for the non-conformity of the goods is governed by the provisions of Article 9. HEXONYS cannot be held liable for hidden defects and in accordance with common law applicable to the sale, in the event of use of the product in conditions that do not comply with the use for which it is generally intended, in particular the conditions defined in the technical data sheets and/or specifications, fortuitous events or force majeure, and defects whose cause is subsequent to the transfer of risks, in particular, deterioration due to storage, conservation or faulty use or to a use that does not comply with the recommendations and instructions for use. In any event, HEXONYS cannot be held liable for hidden defects with respect to professionals in the same specialty, which the customer expressly accepts. In addition, HEXONYS is not liable for damage caused to goods in the event of use of the product in conditions that do not comply with those defined in the technical data sheets, instruction sheets for use and/or specifications, fortuitous events or force majeure, and defects whose cause is subsequent to the transfer of risks. In any event, the liability of HEXONYS is limited to the direct consequences only to the exclusion of indirect consequences.

12. Force majeure

HEXONYS will be released from its liability in the event of late delivery or non-delivery due to causes beyond its control or impediments assimilated to cases of force majeure.

13. Intellectual Property

The customer is prohibited from using the brand, logos and photos of HEXONYS or its partners without the express prior permission of the latter. The customer is also prohibited from manufacturing or importing counterfeit items reproducing all or part of the protected models of HEXONYS and its partners or bearing a trademark similar to the registered trademarks of HEXONYS or its partners. It is also forbidden to transmit to third party information allowing the total or partial reproduction of these models. The customer undertakes to inform HEXONYS without delay of any act of counterfeiting of its models or brands that it may observe.

14. Tools

Any specific tooling developed and manufactured for product production by HEXONYS or its partners in accordance with customer specifications, is and remains the exclusive property of HEXONYS or its business partners as part of their means of production and their intellectual property. Any financing by the customer to cover all or part of the cost of manufacturing specific tooling does not justify a transfer of ownership of said tooling to the customer. The customer shall bear the risks and costs of all transport of the tooling.

15. Termination clause

HEXONYS reserves the right to automatically terminate current orders in the event of non-performance by the customer of any of its obligations, fifteen (15) days after sending a formal notice by registered letter with acknowledgement of receipt, which remains without effect. HEXONYS also reserves the right to terminate business relations in the event of receivership or judicial liquidation, death or disability of the legal representative or significant change in the distribution of the customer's share capital.

16. Applicable law - Jurisdiction

This contract shall be governed for its validity, interpretation and execution by French law.

For any dispute, the Commercial Court of CHAMBERY, France will have sole jurisdiction, even in case of multiple defendants or guarantee appeal.