

## **General Sales Conditions**

### 1. Application and Deviations

The present general sales conditions are applicable to all ORTHORIGINAL contractual transactions between the parties, notwithstanding any other stipulations on order forms or any other documents issued by the Buyer. Derogation is allowed only by express written agreement. Even then, the general sales conditions will apply for all the remaining items.

### 2. Offers and Order Confirmation

Each order binds the Buyer, but only binds the Seller after written confirmation, delivery or invoicing. Only written quotations issued by the Seller will be considered as valid, for the indicated period. If no period is indicated, the quotations remain valid for 15 days. After this term, and if an order is placed, the Seller has the right to accept or to refuse the order or to change its conditions.

### 3. Pricing

The indicated prices exclude VAT and taxes. VAT and taxes will be added to the invoice when applicable. In the event of import duties payable in the country of the Buyer, those duties will be supported by the Buyer.

### 4. Terms of delivery

Unless otherwise agreed in particular conditions, delivery of material is deemed to be made "ex-works". The merchandise is deemed to be delivered before any inspection tests carried out by the Purchaser or by his agent.

Operations following to the delivery made, including without limitation, transport, handling and on site placement are to the account, charge, risk of the Purchaser. In all cases it is the Purchaser's responsibility to verify deliveries on arrival and, if necessary, to make any appropriate reservation with the transporter.

The Seller reserves the right to deliver the Goods stipulated in the purchase order or the contract in partial deliveries. Each delivery is deemed as a separate sale subject to the terms of the original contract regarding which the Purchaser is deemed to have accepted transfer of risk and title of the goods delivered, as stipulated in the original contract or unless otherwise agreed by the Parties. Payment for each delivery shall be made in accordance with the terms of payment as specified in the GCS herein, unless otherwise agreed. If the Purchaser does not make the payment on the due date, the Seller can, without any indemnity or penalty cancel or postpone future deliveries.

- If the Purchaser does not take possession of the goods at the agreed date, Purchaser is nevertheless bound to make the payment on the date originally agreed.

- The Seller shall at its sole option provide, free of charge for maximum of one month, storage of the material at Purchaser's sole risk; Beyond this date, storage charges will be incurred.

### 5. Transport

Dispatch costs (guaranteed express delivery) for physical goods are at Buyer's charge and depends on ordered products and final destination location therefore these costs will be communicated by the Seller to the Buyer during the order process and added to the price of the goods before payment.

All other services (like express shipment, customs clearance...) are at the Purchaser's charge.

### 6. Retention of title

The right to ownership of the delivered goods is transferred to the Buyer when the Buyer has fulfilled all obligations connected with this delivery, in particular in respect of the complete payment of the invoices. Up to that time, the goods cannot and must not be pawned or sold and the Seller retains the right to take back or demand the goods that belong to him. However, all the risks for the goods are to the charge of the Buyer as soon as the goods are put at his disposal.

## 7. Acceptance

The goods are deemed to have been accepted if no complaint has been within 5 working days following their receipt.

## 8. Complaints / Returns

In case of quality issue detected on the Seller's products by the Purchaser, he must inform the Seller in writing without any delay, with the precise identification of the product.

In any case, the Buyer shall not return the goods without prior written agreement by the Seller. If the return of the goods is granted by the Seller, this return shall in no way constitute an acknowledgement which may be detrimental to the Seller. Goods must be returned in their original state and packaging. If appropriate the goods will be replaced or refunded at sole Buyer decision.

Recourse against the Seller is in any case limited to the amount of the invoice for the goods concerned. Any other form of compensation is excluded.

## 9. Force Majeure – Acts of God

If the Seller or its suppliers cannot produce and/or deliver as a result of force majeure or other special circumstances such as lack of raw materials, shipping problems or conflicts of any kind (state of war, strike, lock out, unlawful occupation of premises, etc.) the Seller can decide to cancel the further (total or partial) execution of the agreement, or to postpone delivery to a later date than agreed upon, without the Buyer being entitled to any claim of compensation.

## 10. Payment

Unless provided otherwise in writing, the invoices are due upon receipt. Depending on the circumstances and in particular when the Seller ascertains a deterioration in the Buyer's solvency, the Seller is entitled to claim all necessary financial guarantees to ensure the integral execution of his contractual obligations. This claim can be made before or after the delivery or at any moment during the execution of the contract. If the required guarantees are not provided by the Buyer, the Seller shall be entitled to suspend his obligations and to invoke the termination of the whole or part of the contract.

The default of payment on its due date of a single invoice entitles the Seller to terminate forthwith all ongoing contracts and makes all other invoices immediately payable, irrespective of their due date.

## 11. Applicable Law - Jurisdiction

Any dispute between the Seller and the Buyer arising from the present contract and its execution shall be governed by the court of Rennes (France) in general and by the present general sales conditions in particular.



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