

General Terms and Conditions of Sales of CROMA FRANCE SASU (hereafter “CROMA”)

CROMA FRANCE SASU, simplified joint-company with a sole partner, registered with the RCS of Nanterre under the number 805 088 218 and whose head office is located at 9-11 Allée de l'Arche Paris La Défense – Tour Egée 92671 Courbevoie Cedex.

ARTICLE 1 SCOPE OF APPLICATION

The following General Terms and Conditions of Sales apply to all contracts (hereafter “the Contract(s)”) entered into between CROMA and all professional customers (hereafter “the Customer(s)”) for the sale of products (hereafter “the Products”) with the exclusion of the Customer's standard terms and conditions of purchase. The Customer acknowledges that he was aware of the General Terms and Conditions of Sales before the establishment of the Contract and recognizes that sending a purchase order implies its adhesion to the General Terms and Conditions of Sales.

ARTICLE 2 ORDERING PROCESS

Establishment of the Contract: the Contract between CROMA and the Customers shall be entered into as from the sending of an order confirmation by CROMA (hereafter the "Order Confirmation") issued on the basis of the Customer's Order. The Order may be punctual or may be an "on-call order" likely to lead to successive deliveries over a defined period between the parties. CROMA shall issue the Order Confirmation as soon as possible by recalling the exact description of the Products, the quantity, price and delivery deadline. In the event that the conditions concerning the Order Confirmation do not comply with the Customer's Order, this latter must object to them within a period of five (5) days following the issuance of the Order Confirmation. Should the Customer fails to object within this period, the conditions mentioned in the Order Confirmation are deemed accepted.

Order modification or cancellation: any total or partial modification of the Customer's Order before the Product delivery date cannot be done without the express written agreement of CROMA. All of the expenses incurred by CROMA due to Order modification or cancellation shall be borne by the Customer.

ARTICLE 3 PRICES

Price: the applicable price is the price mentioned in the Order Confirmation. The price of the Products is understood as Ex-WORK (Incoterms 2010 of the International Chamber of Commerce) and excludes taxes and transportation costs.

Terms of payment: unless otherwise agreed and mentioned in the Order Confirmation, the date of payment is fixed on the tenth day following the delivery date of the Products. The invoice is payable at CROMA head office such as mentioned above. Only payments made directly to CROMA will release the Customer of its payment obligation. The Customer is not allowed to set off any invoice issued by CROMA with any sum that could be due by CROMA.

Late-payment penalties: any delay or default in payment, leads, as of right, and without prior formal notice, to the immediate payment by the Customer of all remaining sums owed as well as the payment of late interest penalties equal to three times the legal interest rate, to which the payment of a 15% penalty from the amounts due is added, notwithstanding the damages which CROMA reserves the right to claim. In accordance with the provisions of Articles L441-6 and D. 441-5 of the Commercial Code, in the event of late payment, the Customer shall pay a €40 fixed charge to cover its debt collection costs. A supplementary indemnity may be claimed by CROMA, upon presentation of supporting documents, when the displayed collection costs are greater than the amount of the fixed charge.

ARTICLE 4 DELIVERIES

Delivery dates: the delivery dates mentioned in the Order Confirmation are not imperative and are given for information purposes only. Failure to observe these delivery times shall not result in cancellation of the order or payment of any indemnity.

Receipt of the Products: the Customer has a deadline of two (2) days as from the delivery date of the Products to inspect them and check that the delivery is compliant with the Order Confirmation (type of goods, lack of apparent defects, quantities). Within this deadline, the Customer must imperatively notify CROMA by registered letter with acknowledgement of receipt, for any claims concerning compliance of the Products with the Order. Failing that, the Customer will be deemed to have unconditionally accepted the Products without any reservation.

Partial deliveries: partial deliveries are allowed and may be invoiced immediately.

Transfer of risk: the risks of loss or deterioration of the Products as well as damage which they could cause are transferred to the Customer at the latest as from the Ex-Work delivery date. In any case, the risks of loss are transferred to the Customer when the Products leave CROMA facilities even when CROMA organizes the transportation and bear the shipment costs. Should shipment be delayed for reasons imputable to the Customer, risk shall be transferred to it when the Products are ready for shipment.

Termination events: CROMA may refuse to make delivery and/or terminate the Contract if the Customer delays the fulfilment of its obligations. In such case, the Customer shall have no right to compensation.

ARTICLE 6 RETURN OF PRODUCTS

No return of Products shall be accepted by CROMA without its prior written agreement. This agreement shall be formalized by sending a return authorization itemizing the Products, quantities and conditions return. If accepted by CROMA, returns shall be shipped at the Customer's expenses.

ARTICLE 7 RESERVATION OF OWNERSHIP

PRODUCTS ARE SOLD UNDER RESERVATION OF OWNERSHIP: THE TRANSFER OF OWNERSHIP IS SUBJECT TO FULL PAYMENT OF THE PRICE BY THE CUSTOMER ON THE AGREED UPON DUE DATE. IN CASE OF DEFAULT IN PAYMENT ON THE DUE DATE, CROMA WILL TAKE POSSESSION BACK OF THE PRODUCTS FOR WHICH IT REMAINED THE OWNER AND SHALL BE ALLOWED TO CANCEL THE CONTRACT BY REGISTERED LETTER WITH ACKNOWLEDGEMENT OF RECEIPT SENT TO THE CUSTOMER. IN CASE OF RESALE OF THE PRODUCTS TO A THIRD PARTY BY THE CUSTOMER, THE RULES OF REAL SUBROGATION ("subrogation réelle") SHALL APPLY AS FROM THE FORESEEN PAYMENT DATE. THIS PROVISION IS NOT A BAR TO THE TRANSFER TO THE CUSTOMER, AS FROM DELIVERY, OF RISKS RELATING TO PRODUCTS IN ACCORDANCE WITH ARTICLE 5 HEREIN. PRODUCTS CANNOT BE PLEDGED OR GIVEN AS SECURITY BY THE CUSTOMER TO ANY THIRD PARTY.

ARTICLE 8 RESALE OF THE PRODUCTS

Products can be resold only in their original format and intact original packaging. The Customer shall be sole responsible for the resale of the Products and shall comply with any applicable regulation in this respect and, in particular, the Customer shall comply with French law and regulation and notably with Public Health Code. CROMA shall assume no responsibility toward third parties.

ARTICLE 9 GUARANTEE

Compliance of the delivery (apparent defects): in the event the Customer has expressed reservations during receipt of the Products under the conditions and deadlines mentioned in Article 4 above and after inspection by CROMA of the non-compliance of delivery, the Products shall be replaced or reimbursed as agreed between CROMA and the Customer within a period of 3 months as from the receipt date of the written request sent by the Customer. Any claim formulated beyond the period of two (2) days as from the delivery date of the Products shall be inadmissible. Under no circumstances the non-compliance of a part of an Order shall justify total rejection of the whole Order.

Exclusions: all other guarantees are expressly excluded. The guarantee granted by CROMA is excluded if the Customer does not immediately take appropriate measures to avoid the worsening of its detrimental effects, in particular by not putting CROMA in a position to remedy the noted defects as soon as possible.

Liability: under no circumstances, shall CROMA be held responsible in case of indirect damages (particularly, the corporate image, the loss of turnover, etc.) suffered by the Customers due to the Products. In any event, the liability of CROMA is strictly limited to the amount actually paid for the Products by the Customer to CROMA.

ARTICLE 10 FORCE MAJEURE

In case of an event of force majeure, as defined under case law, the parties shall not be held responsible for the non-performance of their obligations originating from the Contract and performance of the aforesaid contract shall be suspended. If the event of force majeure persists beyond a term of 10 days, CROMA shall be allowed to terminate the Contract as of right without indemnity, subject to sending a notification to the Customer by registered letter with acknowledgement of receipt.

ARTICLE 11 TERMINATION

In case of termination of the Contract, all remaining sums owed by the Customer shall become immediately due and payable. Similarly, any Order which shall have been confirmed by CROMA before the actual termination date of the Contract shall be the subject of a delivery and must immediately be settled by the Customer. In case of a significant change in economic conditions after the sending of the Order Confirmation, which is likely to make fulfilment of its obligations abnormally expensive for CROMA (particularly increases of raw materials prices, etc.), the price and conditions of the aforementioned Order shall be subject to revision by mutual agreement between the Parties. In case of the impossibility of the Customer and CROMA to reach an agreement within thirty (30) days, CROMA shall have the option of cancelling the Order as of right without having to pay any indemnity to the Customer.

ARTICLE 12 APPLICABLE LAW AND COMPETENT COURTS

The Contract is governed by French law and excludes the application of any International agreement. Any dispute related to the Contract, particularly as regards its interpretation or its performance, and which shall not have been resolved amicably within a period of 45 days as from its occurrence, shall be submitted to the exclusive jurisdiction of the Commercial Court of Paris even in the event of multiple defendants or third party

claim (“appel en garantie”).

ARTICLE 13 DATA PROCESSING

The personal data of the Customer collected by CROMA is subject to an automatic treatment in order to process orders, manage contracts, process guarantee claims, provide comprehensive care and advice and produce advertising material and proposals as well as for statistical purposes and to meet statutory requirements. The Customer agrees that CROMA may provide such data to its contractual partners (manufacturers...). In accordance with French Law n°78-17 of 6 January 1978 amended in 2004, the Customer has a right to access and rectify his information. This right can be exerted by contacting france@croma.at or via regular mail to CROMA FRANCE SASU, 9-11 Allée de l’Arche Paris La Défense – Tour Egée 92671 Courbevoie Cedex. The Customer can also, for legitimate reasons, oppose the processing of data.