

# A2S SARL

## TERMS AND CONDITIONS OF SALE

### § 1 Applicability

- (1) These Terms and Conditions of Sale apply to the purchase of products and ancillary services by A2S SARL. No terms, conditions or warranties other than those identified hereby shall be binding on A2S SARL unless expressly agreed by A2S SARL.
- (2) These Terms and Conditions of Sale are also effective in respect of all future business with the Purchaser, even if their validity was not explicitly agreed on again.
- (3) Oral agreements must be documented on durable data loggers, such as e-mails. Any changes to the provisions, including confirmation clauses, as well as agreements on delivery times, firm or non-binding, require documented confirmation by A2S SARL.
- (4) In these Terms and Conditions of Sale, «the trader» means the natural person placing orders with A2S SARL, for resale or not, related to a free-lance activity. «The end user» is the legal or natural person purchasing goods from A2S SARL as part of their commercial or free-lance activity.

### § 2 Offers, conclusion of contract, performance and delivery obligations

- (1) Offers present on A2S SARL website are subject to change without notice and are, unless specifically stated otherwise, non-binding. Orders are only considered final if they have been acknowledged by A2S SARL (confirmation of receipt - CR) and if the goods have been shipped. Oral ancillary agreements are not effective without a written confirmation.
- (2) The contract shall become effective as soon as the customer e-mails an order or completes and confirms (with the indication « read and approved ») the quote sent by A2S SARL, and upon acceptance and order processing (CR) by A2S SARL.
- (3) In order to avoid delays and mistakes in delivery, all orders must specify the reference of the quote issued by A2S SARL. Regarding the name of the product or service, references to A2S SARL catalogue and CAS number if possible are expressly requested. If this information is not supplied after A2S's express request, A2S will accept no liability in the event of non-compliance.
- (4) If ordered goods are not available, A2S SARL is entitled to withdraw from the contract. A2S SARL will notify the customer immediately of such unavailability and reimburse to the customer any costs charged.
- (5) Any delivery to an end-user or trader will only be possible once the Customer master file is fully completed. It is critical to the integrity of A2S SARL to know its customers and identify the end use of the products sold. Any failure in providing true and complete information will immediately result in a withholding of the delivery or a stop in transactions between A2S SARL and the end customer.

### § 3 Deliveries

- (1) All periods stated for the shipping or delivery of goods are to be treated as estimates only, and are only binding after written confirmation from A2S SARL. Compliance with an estimated delivery date always depends on the timely receipt of our suppliers' products. If a supplier cannot deliver the products for reasons that are not the responsibility of A2S SARL or if the delivery is delayed or hindered by a case of force majeure or other events for which A2S SARL cannot be held responsible, A2S SARL is entitled to withdraw from the contract. In this specific case, the buyer has no right to claim damages. These events include: fires, floods, labor disputes, operational problems, strikes, changes in licenses and laws by the authorities, which are not part of normal operating risks. The customer will be notified immediately of any delivery problems.
- (2) Partial deliveries are allowed, unless the customer refuses such deliveries or deems them unreasonable. If partial deliveries are made, A2S SARL will charge packing and shipping costs only once.

### § 4 Shipping / Passing of Risks / Failure to accept goods

- (1) Goods are shipped from A2S SARL premises, located in Bordeaux (33), France.
- (2) A2S SARL offers its clients, through a subscription payable per package, to insure against the risk of loss or damage. These risks are covered through an insurance organization contracted by A2S SARL, and this coverage lasts until the package is received by the client. Furthermore, depending on the nature of the package (hazardous materials or not), A2S SARL will take all necessary measures to comply with the laws in force in the concerned countries. For clients who refuse this subscription, any products that suffer damage or loss will be the client's responsibility.
- (3) If a customer does not accept the sold goods, A2S SARL is entitled to demand acceptance or, at its option, to claim 10% of the purchase price as a flat rate of indemnification, unless the customer proves that damage does not exist or has a lower value. In the event of extraordinarily high damages, A2S SARL reserves the right to assert its own claims. If the buyer does not accept or delays the delivery, A2S SARL shall store the goods at the buyer's expense and risk in its own premises. During the time of storage caused by failure or delay of acceptance, the buyer shall pay A2S SARL a voucher less flat rate of Euro 100,-- per week for storage charges. This flat rate may be reduced if buyer proves that no cost or damage occurred. In case of extraordinarily high storage costs A2S SARL reserves the right to assert its own claims.

### § 5 Prices and Conditions of payment

- (1) Prices mentioned on the quote forms are valid at the time of ordering and within 90 days after the date of issuance of this form. Discounts will not be granted.
- (2) Prices for end-users do not include delivery ex A2S SARL premises, while packaging fees are included. All prices are in Euros and subject to change without notice. Prices for domestic sales are given tax-free, VAT is specified on each invoice form, the national trader and end user have to pay the full charge (All Taxes Included).
- (3) A2S SARL reserves its right to accept payment by cheques or drafts. If accepted, this payment shall constitute settlement of the account. Charges for withdrawal and discounting as well as taxes on drafts shall be for customer's account. A2S SARL does not warrant the punctual presentation, notification of protest and return of a draft in case of dishonor.
- (4) A2S SARL delivers against advance payment, against collection on delivery up to 30 days from invoice date. Deliveries to large companies and public authorities will be invoiced according to prior agreement. Advance payment will be duly considered at the time of invoicing. Shipments abroad are paid by wire transfer, with bank fees commonly at the shared charge of the end user or trader and A2S SARL.
- (5) On all invoices not paid when due, A2S SARL shall charge interest at the rate of 5% over the prevailing rate of discount of the Banque de France. The right to assert further claims arising from delays is reserved. In the event of a payment in arrears, all customer related accounts receivable of A2S SARL will be due for immediate settlement. The same applies in the event of deterioration of customer's assets and of suspension of payment by customer. Interest charges for default payments will accrue without notice. For certain large amounts (usually more than 15,000 Euros) A2S SARL reserves the right through COFACE to insure payment. The costs incurred are borne by A2S SARL.
- (6) If A2S SARL claims for damage caused by breach of a purchase contract, an indemnification equaling a flat rate of 15% of the agreed price will be chargeable, unless there is evidence of a considerably smaller damage. The right to assert a claim for actual damage in a larger amount is reserved.

### § 6 Reservation of Proprietary Rights

- (1) All deliveries and services are subject to a reservation of all proprietary rights. A2S SARL continues to own all goods delivered until full payment of the purchase price is received or all cheques and drafts are honored and all other demands are settled.
- (2) The customer is entitled to resell the goods subject to the condition of complying with the rules for transactions in the ordinary course of business. The customer is not allowed to dispose of the goods by protective conveyance or by pawning. A2S SARL is to be notified immediately of any dispositions by third parties, including in particular any intended pawnings or cessations, and all documents required for intervention must be submitted without delay.
- (3) Exercising proprietary rights and claiming restitution are not considered to constitute a withdrawal from the contract.
- (4) The customer hereby assigns to A2S SARL all accounts receivable resulting from reselling the goods. The customer may, subject to revocation by A2S SARL, collect these receivables. On demand of A2S SARL, the customer must disclose the assigned accounts receivables and their debtors. A2S SARL may give notice of the cession of the customer to the debtors.
- (5) Goods belonging to A2S SARL may be processed by the customer on behalf of A2S SARL. Proprietary rights on these goods will correspond to the market value prevailing at the time of processing. Upon integration of the goods subject to reservation with other materials, A2S SARL will become co-owner of the new product on basis of the value of the goods in proportion to the value of the other materials at the time of processing. The delivery will be made to the customer taking the new product into possession with no cost to A2S SARL.
- (6) In the event of a delay or a default of expected payment by the customer, A2S SARL is entitled to collect all respective goods which are still at customer's disposal. The customer must permit access to his premises to authorized A2S SARL employees or agents during office hours and without prior announcement.
- (7) The reservation of proprietary rights will be released if the secured funds exceed the outstanding debts by more than 20%.

- (8) If third parties assert rights to the goods subject to reservation, e.g. in the case of pawning, the customer must state that A2S SARL is the owner and must notify A2S SARL without delay. Costs which may result from the intervention of A2S SARL are to the debit of the customer.

- (9) A2S SARL has the option to allocate payments to older overdue receivables. Payments received may be set off against cost of legal actions - in particular hortatory proceedings in the first place, secondly against interest and finally against the main debt.

### § 7 Right of restitution

- (1) According to the French Civil Code, A2S SARL grants the End User the right of restitution in a transaction of distance selling. The return and re-taking of the goods must be asserted within seven (7) days. The designated time of seven (7) days commences when the conclusion of the business has been declared, but not before the receipt of the goods.
- (2) The right of restitution does not apply for delivery of products whose airtight packaging (if any) has been unsealed by the End User. If the packing bottle is opened and the crimping undone, it is considered unsealed.
- (3) The goods must be in a pristine state (complete and without damage, accompanied by their documentation, etc.). If the End User is responsible for damage, loss or any other defect, he must compensate A2S SARL for the reduced or full value of the goods.
- (4) The claim for restitution and the return shipment of the goods must be addressed to: A2S SARL, 295, avenue de BOULAC 33 127 SAINT JEAN D'ILLAC, France.
- (5) The Right of Restitution is not applicable to tradesmen. The right of withdrawal according to the French Civil Code is therefore ineffective.

### § 8 Prohibition of Set-off and Rights of Retention

- (1) The customer is not entitled to set off his own claims against payments due by him unless the claim is supported by legal findings.
- (2) The customer is not entitled to retain payments because of complaints about quality unless these complaints are uncontested or supported by legal findings.

### § 9 Products and Services

- (1) The Products purchased by the customer includes a safety card and an analysis certificate. The documentation allows the customer to use the products safely in accordance with good practices in the relevant field. A2S SARL will not be held responsible for any damage, personal or material, caused during the use of the products by the customer.
- (2) Concerning services to customer, they are associated with the delivery of a complete report detailing the actions of A2S SARL, and the conclusions if the customer wishes (request made in writing) that a scientific opinion from A2S SARL be given.
- (3) It is the customer's responsibility to protect against any problem when handling A2S SARL products. Their hazardous nature will be clearly specified and readable on all packaging. A2S SARL shall under no circumstances be held responsible for any incident or accident from the moment the product is unsealed.
- (4) A2S SARL products, whatever they are, are ONLY for laboratory use.

### § 10 Warranty/Exclusion of Liability

- (1) In the case of quality claims the warranty is, at the option of A2S SARL, limited to replacement deliveries. A2S SARL disclaims any express or implied warranties of fitness for a particular purpose and merchantability.
- (2) If repairs or replacement deliveries fall within an appropriate period of time, the customer has the choice to claim a reduction of the purchase price or to withdraw from the contract. The specified time will not be less than four weeks. Repairs or replacement deliveries are to be considered as unsuccessful if three attempts to correct the quality claims have failed.
- (3) Notice of apparent defects must be given in writing to A2S SARL within ten (10) working days from receipt of the goods at the destination, in any case, however, before the goods are processed or assembled. Non-apparent damages must be notified to A2S SARL within the period of expiry date (date listed on the product label) but before these products are used or assembled. If no quality complaint is lodged within the specified period of time after receipt of the shipment, the goods are considered to be accepted by the customer and all warranty claims are barred. In order to give timely notice, timely dispatch of the notice is sufficient; the burden of proof lies with the customer. Tradesmen must check quality of the goods immediately after their receipt and must notify A2S SARL of discovered defects without delay. The goods delivered are considered to be accepted if a tradesman fails to inspect the goods received and notify A2S SARL about any defects within the specified time, unless the defect was concealed at the inspection. Notice of a defect found at a later date must also be given to A2S SARL without delay. Otherwise these defective goods will be considered as accepted. The notification of quality complaints must be effected in writing and the defects must be described in detail (analytical data, photos, ...)
- (4) If the quality complaint is not justified and the article is faultless, A2S SARL is entitled to charge the customer for control costs of Euro 100,-- per article. The customer will have the right to prove that respective expense is lower, whilst A2S SARL may furnish evidence that they are higher.
- (5) The warranty does not cover defects if the goods are improperly used, modified or worn out by overuse. The warranty is inapplicable if the customer or a third party does not store the products correctly, if he modifies them on his own or uses them in an environment which does not comply with the stated requirements for use.
- (6) Claims of a customer for indemnification on the grounds of non-fulfillment, faulty contract conclusion, breach of agreed collateral obligations, consequential damages from defects, damages resulting from unauthorized actions and other legal grounds are excluded, provided that A2S SARL is liable for failing to provide guaranteed properties, for wilful action or for gross negligence. This exclusion does not apply to claims according to the French product liability law.
- (7) The warranty period for solution products is 12 months from delivery and can be extended in some cases to 24 months. For products in pure form, the warranty period can be 36 months. A2S SARL reserves the right to modify the expiry periods according to information gathered at a later date.
- (8) For any complaint A2S SARL keeps all necessary technical, scientific or documentary information relating to the complaint available for tradesmen or end-users on written request (email).
- (9) For A2S SARL accredited products, the customer must use the entire Certificate of Analysis without any modification. The use of the COFRAC logo is forbidden for all companies not accredited by COFRAC.

### § 11 Data Protection and Confidentiality

- (1) All personal data obtained will be treated confidentially. Customer data forms are stored in designated locations. Regarding the provision of this data and given the special nature of the products marketed by A2S SARL, A2S SARL reserves the right to keep all data collected available to the French state authorities without restriction or restraint. These confidential data can be presented during internal and external audits within A2S SARL.

### § 12 Communication

- (1) As far as the contracting partners communicate by e-mail, they acknowledge the unlimited effectiveness of the declaration of intention, transmitted by this means, in accordance with the following regulations.
- (2) In e-mail, normal statements may not be suppressed or made anonymous. That means that the statements must indicate the postal and e-mail addresses of the senders, the dates and hours of dispatch and, at their end, a repetition of the senders' names. An e-mail received in accordance with these regulations will be considered as being sent by the other partner provided that no proof to the contrary is furnished. Messages can be written in French or in English language.

### § 13 Cession of Claims

- (1) The customer is not permitted to assign or transfer rights and obligations arising from the contract.

### § 14 Disputes

- (1) These terms and conditions constitute the entire agreement between A2S SARL and its customer. If a part, provision, or clause of the terms and conditions of sale, or the application thereof to any person or circumstances, is held invalid, void or unenforceable, such holding shall not affect and shall leave valid all other parts, provisions, clauses or applications of the terms and conditions remaining, and to this end, the terms and conditions shall be treated as severable. The section titles used in these terms and conditions are purely for convenience and carry with them no legal or contractual effect.

### § 15 Commercial and Legal Domicile

- (1) Commercial domicile for the performance of the contracting parties is the registered seat of A2S SARL, in SAINT JEAN D'ILLAC (33 127), France. The legal domicile is agreed to be the court competent for the place of performance, if the customer is a tradesman, a legal person or special institution by public law or if he does not have a general venue in the French Republic. The contracting parties agree that all legal relations of this contract now and after fulfillment of the contract shall be construed and enforced in accordance with French law.

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