

## **GENERAL TERMS AND CONDITIONS OF SALE as at 01/03/2013**

Cancelling and replacing any General Sales Terms and Conditions previously issued

### **1. SCOPE**

Unless otherwise expressly provided by C2P, these General Terms and Conditions of Sale (hereinafter the “Conditions”) shall apply to and govern all sales transactions of C2P products (hereinafter the “Products”). These Conditions shall prevail over any terms and conditions of purchase from buyers who acknowledge accepting these Conditions without any reserve, notwithstanding any provision of the contrary in their terms and conditions of purchase. In case of any discrepancies between the present Conditions issued in French and those issued in English, the French version shall prevail.

### **2. ORDER**

Any sales of Products shall be completed only if C2P expressly acknowledged in writing the buyer's order (hereinafter the “Order”). Any modification of Order requested by the buyer shall only be taken into account by C2P provided such written request is received by C2P not later than five days prior to the agreed delivery date of the concerned Products, and provided such modification was duly approved in writing by C2P.

In case of cancellation of any Order in whole or in part, such cancellation being duly approved in writing by C2P, an amount equal to 10% of the value of the concerned Order (with a minimum of € 500 per invoice) shall be due to C2P as damages.

### **3. DELIVERY**

Unless otherwise agreed in advance and in writing by the parties, the delivery of any Products to the buyer shall be made in accordance with the INCOTERM 2010 FCA, at C2P's plant located at Zone Industrielle Nord, ARNAS - BP 70451, F-69657 VILLEFRANCHE Cedex, it being stated that any transport shall be carried out at buyer's expenses and risks.

C2P shall provide its best efforts in order to comply with the agreed delivery date of the Products.

Any late delivery shall not lead to any modification or cancellation of the Order, and shall not give right to any penalties, damages or price reductions for the buyer. C2P shall not be liable whatsoever for any delay, postponement or cancellation of deliveries attributable to the buyer.

If an Order comprises several deliveries which are to be rendered in succession, the non-performance by C2P of one delivery shall not impact the other deliveries.

Any reception and unloading operations of Products shall be exclusively and wholly borne by the buyer.

### **4. PRICE**

The price is determined by mutual agreement between the parties, in accordance with the Plastics segment market conditions existing on the date of written acceptance of the Order by C2P.

Any currency risks shall be borne by the buyer.

The price agreed by the parties at the time of the Order may be revised by the parties should any exceptional economical events occur or in general, should any new circumstances arise which modify substantially the commercial conditions prevailing at the time of the Order and which result in benefiting to a party at the expense of the other. The parties shall agree as soon as possible on possible prices adjustments, in the best interest of each party.

Prices agreed by the parties at the time of the Order shall vary in accordance with the index published by ICIS for the buyer's business segment, such new prices being applicable as of the date specified by C2P without being considered as a right of cancellation of the Order.

In addition, any new expense, irrespective of its nature (in particular tax or custom), which shall apply after the acceptance of the Order by C2P shall automatically lead to an equivalent increase of the price initially agreed by the parties.

The buyer shall be entitled to benefit from discounts, rebates or refunds depending on volumes of Products delivered by C2P and duly paid by the buyer.

### **5. PAYMENT CONDITIONS**

Only the weight indicated on the shipping documents of C2P shall be taken into consideration for the issuance of C2P's invoices in Euros. Unless otherwise agreed beforehand by the parties in writing, C2P's invoices are payable in cash upon receipt by the buyer.

In case of any late payment by the buyer of any due amounts, C2P shall automatically be entitled to receive penalties for delay calculated at the French legal interest rate increased by a penalty set at four times the French legal interest rate, without any prior formalities or notice of remedy and without prejudice of any damages for C2P. In addition to the aforementioned penalties, any late

payment will also lead to the payment by the buyer of a lump sum of €40 as recovery costs. Should the recovery costs exceed the amount of such lump sum, C2P shall be entitled to request complementary compensation upon justification.

In case of any failure to comply with the aforementioned payment conditions for any Order comprising several deliveries which are to be rendered in succession, C2P reserves its right to suspend or cancel the delivery of any Products still to be delivered, without any damages due to the buyer.

#### **6. RETENTION OF TITLE CLAUSE**

C2P retains title to Products until they are fully paid for by the buyer, allowing C2P to claim back said Products in case of non-payment. Any provisional amount paid by the buyer shall remain the property of C2P as damages, without prejudice of any other actions resulting thereof which C2P may initiate against the buyer.

#### **7. RISKS TRANSFER**

Unless otherwise agreed in writing beforehand by the parties, risks on sold Products shall be transferred to the buyer in accordance with the incoterm 2010 FCA, i.e. at the exit of C2P plant, the Products being transported at buyer's risks and expenses.

#### **8. CONFORMITY OF PRODUCTS**

The delivered Products shall comply with the C2P specifications applicable at the time of the Order as indicated on the Specifications Form (the Specification Data sheet "FSM") issued by C2P and attached to any Order acceptance or Contract.

The buyer must verify the good apparent condition of any delivered Products and provide the carriers with any reserves in accordance with the applicable laws and regulations.

The delivered Products shall be considered as complying with the Order both in quality and in quantity should no reserve be notified to C2P by letter with acknowledgment of receipt within five days as of the delivery of the Products to the client.

In case C2P acknowledges having delivered Products which do not comply with specifications agreed at the date of the Order, C2P shall only be obliged to replace the duly acknowledged non-compliant part of the Order, provided such part is first sent back to C2P or destroyed as agreed by the parties; C2P shall deliver the remaining part of the Order. The client shall not send back any delivered Products without the prior written approval of C2P.

#### **9. INDUSTRIAL PROPERTY**

Unless otherwise agreed beforehand in writing by the parties, C2P shall own any industrial property rights concerning any Products developed for a particular buyer.

#### **10. QUALITY HEALTH SAFETY AND ENVIRONMENT**

The C2P plant is certified ISO 9001 (Quality), ISO 14001 (Environment) and OHSAS 18001 (Health and Safety) and C2P adopted a specific Quality, Health, Safety and Environment policy.

The buyer shall comply with and shall cause any of its employees, representatives, contractors, or carriers of Products to comply with any rules applicable at C2P's plant which are communicated to the buyer.

#### **11. FORCE MAJEURE**

Shall be considered as a force majeure event any event independent of any party's will and beyond the reasonable control of C2P, which delays or prevents the execution of the sale.

A force majeure event shall suspend the execution of the concerned pending Order for the duration of such event and to the extent of its effects. In such case, the buyer shall not be entitled to claim any damages.

#### **12. APPLICABLE LAW AND JURISDICTION**

Any dispute arising out from the validity, the interpretation or the execution of the present Conditions or any sales submitted thereto, which cannot be resolved amicably between the parties, shall be finally settled by the *Tribunal de Commerce de Villefranche-sur-Saône* (France) in accordance with applicable French laws.

The Vienna Convention of 1980 relating to international sales of goods shall not be applicable to any sales made by C2P.

#### **13. PERSONAL DATA**

Any personal data concerning the buyer collected during its commercial relationship with C2P shall only be used by C2P. In accordance with the French law n° 78-17 of 6 January 1978 modified in 2004 relating to information technology, files and liberties, the buyer shall have a right to access, contest or correct any of its personal data upon written request with the Management of C2P, 155 avenue de Beaujeu, Zone Industrielle Nord - BP 70451, F-69657 Villefranche-sur-Saône.