

General terms and conditions of sale

Art 1: General Clause / Opposability

The present general terms and conditions of sale govern all relations between the Rossow Company and its co-contractor, hereinafter referred to as "the Buyer".

They constitute the sole basis for commercial negotiations, in accordance with the provisions of Article L. 441-6 of the Commercial Code and are systematically brought to the attention of the Buyer to enable him to place an order. All contrary conditions and, in particular, all general or special conditions emanating from the Buyer, including any terms of purchase and order forms, are consequently not binding on Rossow, unless Rossow's prior written acceptance has been provided.

Rossow is a company specialized in the distribution of specialty ingredients, particularly for cosmetic and industrial applications. The products sold by Rossow are intended for professionals in these sectors who are registered in the Trade and Companies Register and who have all the necessary skills to use them properly without risk for the end consumer. In accordance with the obligations of REACH, and prior to any order, the buyer undertakes to declare any use not explicitly provided for in the technical documentation received from Rossow. In case of applications not specifically designated in the said documentation, the buyer undertakes full responsibility for the intended use. Furthermore, Buyer shall provide Rossow with the information necessary to comply with the regulatory obligations of such applications.

These terms and conditions of sale apply to all orders placed by the said professionals (hereafter "the Buyer") with Rossow, notwithstanding any clause or condition to the contrary emanating from the Buyer. Consequently, any order placed with Rossow necessarily implies, as an essential and determining condition, the Buyer's full and unreserved acceptance of the said general terms and conditions of sale, which constitute the sole basis of the commercial negotiation, in accordance with the provisions of article L. 441-6 of the Commercial Code.

The fact that Rossow does not invoke any of these general terms and conditions of sale at any given time cannot be interpreted by the Buyer as a waiver by Rossow of its right to invoke any of these terms and conditions at a later date.

In the absence of prior acceptance of the Terms and Conditions of Sale by the Buyer, the first payment made shall constitute full and complete acceptance of the Terms and Conditions of Sale.

The present general terms and conditions of sale can be modified at any time, it being understood that any possible modification will be notified to the Buyer by simple letter, e-mail or fax, within 30 days before its application.

Art 2: Orders

2.1: Placing orders

Any order implies acceptance of the prices and descriptions of the products as available for sale.

Orders must be sent to Rossow's head office by mail, e-mail, fax or any other written means chosen by the Buyer and previously accepted by Rossow.

Any order placed by Buyer with Rossow must imperatively specify the following elements: order reference and date, exact product name, quantity ordered, place and date of shipment or delivery desired. In addition, any special requirements of Buyer relating to the place of delivery, time constraints, type of pallets, type of vehicle allowed, special documents, etc., must be included in each order, or must have been specified in advance by means of specifications or purchase conditions approved by Rossow.

Orders become final only after receipt of all such information, acceptance and written confirmation of the same by Rossow.

Rossow reserves the right to refuse orders in case of failure of the Buyer to comply with any of its obligations and, more generally, to refuse any order that is abnormal in nature for any reason whatsoever or placed in bad faith. The acceptance of orders remains subject to compliance with the rules of outstanding amounts set by Rossow's credit insurer. The costs of packaging, palletization and/or transport are communicated on the acknowledgement of receipt of the order as an indication and under all reserves.

The benefit of the order is personal to the Buyer and cannot be transferred to a third party without the prior written consent of Rossow.

2.2 : Modification / cancellation of orders

All orders are deemed firm and final upon acceptance by Rossow.

No modification of the order or renunciation of the purchase previously notified in writing, can be claimed by the Buyer without the prior written consent of Rossow.

Unless previously agreed in writing between the parties, the sums paid as a deposit cannot be returned. Similarly, in addition to a fixed sum of 150 (one hundred and fifty) Euros (one hundred and fifty) Euros excluding VAT which is immediately due, Rossow reserves the right to pass on to the Buyer all costs resulting from the modification or cancellation of his order.

Any order of a particular product specially sent from the place of manufacture or held in stock at the express request of the Buyer cannot be cancelled unless the Manufacturer agrees to take back the product under conditions of return and compensation to be fixed on a case by case basis.

Art 3: Prices

Unless otherwise agreed between the parties, prices are given in Euros (€), excluding taxes, FCA Rossow (France) warehouse - Incoterms® 2010. They do not include packaging, insurance and shipping costs. Depending on the nature of the products delivered as well as the logistical and regulatory obligations in terms of transport, packaging or palletization costs may be invoiced in addition to the price of the products. These prices are net prices without discount or rebate.

The price applicable to the products ordered is that in force on the day of the order.

For orders the amount of which does not exceed 700 (seven hundred) euros HT excluding transportation costs, fixed management fees up to 70.00 (seventy) euros HT shall be invoiced in addition to the price of the products at the sole discretion of the Supplier.

Unless otherwise stipulated, Rossow's prices can be revised at any time with a notice period of 15 (fifteen) days before the date of application. In case of force majeure or changes in costs incurred by Rossow, resulting in particular from variations in the rates of raw materials, currencies or customs duties, Rossow's price will be immediately revised without notice. The Buyer shall approach Rossow before ordering any raw materials subject to strong price fluctuations in order to obtain the adjusted price for his order.

Buyer who places an order after the notification of the new price for deliveries of products after the new price has come into effect is deemed to have accepted the new price which will prevail over any possible divergent information that may be contained in Buyer's order.

If Buyer disagrees with Rossow's new price within the above referred to 15 (fifteen) days, Rossow shall be entitled to immediately stop the delivery of the products concerned to Buyer.

Art 4 : Delivery

4.1 : Terms of delivery

Deliveries are made either by direct delivery to Buyer or by notification of availability in Rossow's warehouses.

At the express request of the Buyer, deliveries can be made with advanced carriage to the place desired by the Buyer. In this case, all related costs will be fully charged to the Buyer.

No pickup of products will be accepted without the presentation of a pickup order with the references of Rossow duly signed by the Buyer or of any document having the force of proof.

In case of pickup of the products by a carrier appointed by the Buyer, Rossow reserves the inalienable right to refuse the loading of a truck unsuitable or not complying with the regulations in force for the transport of the ordered products.

In case the Buyer does not proceed to the pickup of a delivery, the Buyer will be solely responsible for the consequential costs (storage, handling,...) and the risks incurred by the products.

4.2 : Lead time for Deliveries

In the absence of firm binding forecasts from the Buyer, our offers are understood as being "subject to available stocks", shipments made on FIFO bases, according to availability.

Unless a special agreement has been signed between Rossow and the Buyer, setting out the Buyer's forecast requirements, delivery times are given as an indication, subject to "available stocks, Rossow's supply possibilities as well as the risks linked to transport or possible customs controls".

Lead times for shipments are communicated by Rossow in good faith, and any delay in delivery does not entitle the Buyer to cancel the order, reduce the price, refuse delivery or payment, or to claim penalties for late delivery or to withhold or demand compensation of any kind.

Only the damage actually suffered by the Buyer, as demonstrated and assessed, may, if necessary, be the subject of a claim for compensation, which may in any case only be made after negotiation with Rossow and agreement of both parties.

In any case, timely deliveries can only take place if the Buyer has already fulfilled his obligations towards Rossow, regardless of the cause.

The delivery can be in full or in part without Rossow's liability being engaged as such.

Rossow is furthermore fully released from its obligation to deliver in case of force majeure as defined in article 7 hereafter. In this case, Rossow will keep the Buyer informed of the above-mentioned cases and events in a timely manner.

4.3: Delivery requirements

Any Buyer's requirements for the "Date of limit for use" (DLOU) can only be met by firm orders received within a period of time agreed in writing between Rossow and Buyer. In Order to mitigate environment footprint of our activities. Rossow's raw materials are managed according to FEFO (First Expired First Out).

4.4: Transfer of Risks

Whatever the terms of the sale, the transfer of risks is governed by the Incoterm® agreed at the time of the order, according to the latest edition of the Incoterms® of the International Chamber of Commerce, in force since 1 January 2020 (Incoterms® 2020).

Unless otherwise agreed between Rossow and the Buyer at the time of the order, the transfer of risk shall be FCA (Free carrier) our loading docks - Incoterms® 2020. Thus, the goods travel at the Buyer's risk and peril from the moment they are placed at the Buyer's disposal on the loading dock of Rossow's warehouses, notwithstanding the provisions set out in Article 8 relating to the reservation of title.

Art 5: Receiving and checking for conformity

5.1: Losses and damage in transit

Regardless of the means of transport, it is the responsibility of the Buyer to check whether the contract of transport has been properly performed and, if not, to take all appropriate measures to secure recourse against the carrier.

In this respect, in accordance with the provisions of article L. 133-3 of the French Commercial Code, any damage occurring during transport operations must be reported on the delivery note, which must be signed by both the Buyer's reception department and the carrier. Any damage that is not or insufficiently described will not be covered by transport insurance.

The Buyer then has a maximum period of 3 (three) working days to confirm these reservations to the carrier by electronic means accompanied by photos of sufficient quality to illustrate the damage suffered, with a copy of the entire file sent to Rossow.

The quality, quantity and conditions of the packaging being strictly controlled prior to the shipment of the products, no compensation can be claimed from Rossow for damage during transport. No refund or replacement of products can be made in case of non-compliance with the provisions above set out.

If the Buyer decides to have the products collected by his own carrier, any damage during transport will be at Buyer's expense for him to all necessary steps to repair the damage and in particular concerning the possible environmental friendly disposal of the transported products. Such a circumstance shall not exempt the Buyer from paying the invoice corresponding to the damaged products on the due date.

Similarly, in the event of absence or delay in taking charge of the products, the Buyer shall bear all risks and shall in any event pay the full price of the order.

5.2 : Apparent defects and non-conformity

Upon receipt of the order, notwithstanding the aforementioned provisions relating to the carrier, it is the Buyer's responsibility to take all necessary measures and arrangements for checking the conditions and conformity in quality and quantity of the products delivered and in particular that the goods and all markings on the films, drums and/or bags, etc.) are in conformity with his order.

In case of apparent defects not related to the transport or non-conformity of the delivered products in relation to the ordered products, the Buyer must report this defect or non-conformity of the products to Rossow by electronic means at the latest within 5 (five) calendar days after they have been made available to the Buyer. No claim for either of these reasons will be accepted after this period.

The products conformity is assessed exclusively on the basis of the Manufacturer's specifications on the order acknowledgement or on a document signed by Rossow.

Rossow cannot be held liable for the use of non-conforming goods by the Buyer and the Buyer shall bear the full cost of the direct and indirect consequences of such use.

Upon request of Rossow, the Buyer shall provide any evidence as to the reality of the notified defects or non-conformities and shall facilitate for Rossow or Rossow representative to proceed to the necessary checks of such defects and/or non-conformities and to remedy them. In particular, the Buyer shall refrain from intervening himself or having a third party intervene for this purpose. The Buyer will also refrain from moving the products without prior written agreement of Rossow. Any initiative and its possible consequences not previously agreed in writing with Rossow will be at the Buyer's expense.

Art 6 : Returns

No product returns will be accepted by Rossow without its prior written consent.

Any returned product must be returned in full (product, accessories and, if applicable, original instructions), in its original unopened packaging kept in perfect condition, with the necessary attached invoice (and documents) to the address as indicated by Rossow.

In the case of an agreement by Rossow, the costs related to the transport of the returned products will remain at the expense of the Buyer, except in case of proven non-conformity duly acknowledged in writing by Rossow. In any case, the products will travel at Buyer's risk.

Any product returned without the prior written consent of Rossow and/or returned without being complete, in perfect condition and in its original packaging, shall be rejected and returned to the Buyer at his expense and shall not open any right to a credit note.

If all the conditions defined in this article are met, a credit note will be issued by Rossow after qualitative and quantitative checks of the returned products. Such a credit note will be valid for one year from the date of issue.

Art 7 : Force majeure

Rossow's obligations will be suspended by operation of law and without formality and its liability will be released in case of the occurrence of a force majeure event understood as any event beyond its control that could not reasonably be foreseen and whose effects cannot be avoided by appropriate measures, in accordance with article 1218 of the Civil Code. The following are considered to be cases of force majeure: strikes of any kind, interruptions of means of transport, lock-outs, fires, acts of war, riots, insurrections, social unrest, climatic accidents, shortages of raw materials, epidemics, embargoes, etc., as well as all new regulatory or legislative provisions that may affect the raw materials, manufacturing conditions, packaging, transport, storage and delivery of the products, both at Rossow and at its suppliers, subcontractors, transporters or other partners.

In case of force majeure, Rossow will inform the Buyer as soon as possible and at the latest within 72 (seventy-two) working hours. The parties will then agree to find the appropriate solution for the particular case.

Art 8: Reservation of ownership

Rossow retains ownership of the goods sold until payment in full of the price of the products in principal and accessories, in accordance with articles 2367 to 2372 of the Civil Code (?). In this respect, does not constitute a payment within the meaning of this clause, the delivery of a draft, a bank or postal check or any title creating an obligation to pay. The payment can only be considered to have been made when Rossow has actually received the full price (principal and accessories).

These provisions do not prevent the transfer to the Buyer of the risks of loss, theft or deterioration of the products sold as well as the damages they could cause and this, as soon as they are at the disposal of the Buyer or his carrier in the warehouses of Rossow.

If the products subject to the retention of title have been resold by the Buyer, the claim of the Buyer will automatically be transferred to the claim of the price of the products thus sold or processed by the Buyer. To this end, the Buyer hereby assigns to Rossow all claims arising from the resale of the unpaid products subject to retention of title. The Buyer undertakes to provide Rossow with the names and addresses of the sub-purchasers at Rossow's first request, so that Rossow can, if necessary, take over the collection of the claim directly.

In case of payment by the Buyer of only a fraction of the amount due, without alienating any of his rights, Rossow can demand the return of the goods not yet paid for, at the expense and risk of the Buyer. Such a demand will be made at Rossow's initiative and at its convenience by registered letter with acknowledgement of receipt or special mail or courier with proof of delivery to the Buyer.

In the event of safeguard proceedings, receivership or judicial liquidation of the Buyer, the products, or the products already processed by the Buyer, may be claimed in accordance with the legal and/or regulatory provisions in force. Indeed, in accordance with Articles L. 624-9 and L. 624-16 of the French Commercial Code, notwithstanding any clause to the contrary, this retention of title clause shall be enforceable against the Buyer. In the event of partial or total non-payment, the products in stock at the Buyer's premises will be deemed to correspond to the unpaid claims. Rossow is already authorized, by the Buyer who accepts it, to have an inventory drawn up and/or to place the unpaid products held by him in escrow.

Any advance payments previously made will be retained, in their entirety, by Rossow, as a penalty clause.

The Buyer will thus be held solely responsible for all risks of deterioration, loss, total or partial destruction, whatever the cause of the damage, even if it is a fortuitous event or force majeure, until full payment of the price of the products. The Buyer must therefore insure the products under retention of title, stipulate in the insurance policy that any compensation resulting from a claim will be paid directly to Rossow and provide Rossow, at its first request, with any justification for the insurance thus taken out and the payment of the corresponding premiums.

The Buyer undertakes to inform any third party, in particular in case of seizure, of the fact that the products subject to the retention of title clause belong to Rossow and to inform Rossow immediately of any seizure or similar operation.

Art 9: Terms of payment

9.1 : Terms of payment

All payments are made exclusively by bank transfer to the account specified on the invoice issued by Rossow.

Unless otherwise agreed in writing between the parties, payment of invoices issued by Rossow must be made within 30 days from the date of issue of the invoice and provided that the credit insurance company appointed by Rossow has given a positive opinion on the creditworthiness of the Buyer for the desired outstanding amounts.

In the absence of a positive opinion by the credit insurance company and in the absence of guarantees given by the Buyer, and as long as these have not been granted, or for a first delivery, payments will be made in advance on pro-forma invoice.

No discount will be applied in case of advance payment.

Upon receipt of an order subject to prepayment against a Proforma invoice for a product not regularly kept in stock, the order to the supplier can only take place upon receipt of full payment of the proforma invoice. Such an order once validated by the payment of the proforma invoice can neither be canceled nor modified.

9.2: Delay or default of payment

Only payment on the agreed due date shall be liberatory in full. In accordance with the provisions of Articles L.441-3 and L.441-6 of the French Commercial Code, any total or partial non-performance by the Customer of its payment obligations, or any delay, shall automatically result in a penalty being payable, without reminder, in an amount equal to the interest rate applied by the European Central Bank to its most recent refinancing operation increased by 10 (ten) points. The interest will start to accrue from the due date on the invoice and will continue to accrue until the day of full payment of all sums due to Rossow. Any month commenced will be due in full.

In the event of non-payment at any of the due dates (which must be communicated to the credit insurance company), Rossow reserves the right to demand immediate payment of all sums owed by the Buyer for any reason whatsoever, to suspend deliveries in progress or even to cancel orders in progress, without the Buyer being able to exercise any recourse or claim any indemnity whatsoever. The costs caused by such an order cancellation or suspension of delivery will remain the responsibility of the Buyer.

No payment can be subject to compensation at the sole initiative of the Buyer, in particular in the event of an allegation by the Buyer of late delivery or non-conformity of the delivered product, the prior written agreement of Rossow being indispensable, regardless of any provisions to the contrary that may appear in the Buyer's purchase conditions. Any compensation not authorized by Rossow will be considered as a default of payment and Rossow will be entitled to refuse any new order of products and to immediately suspend the deliveries in progress after having informed the Buyer.

In the event of delay or total or partial non-performance by Buyer of his payment obligations, Rossow may notify Buyer by e-mail, fax or registered letter with acknowledgement of receipt or special mail with proof of delivery to Buyer of the suspension of his deliveries. These provisions will cease to be effective upon full payment of the outstanding invoices, the Buyer accepting de facto the new delivery times and payment conditions, which will be notified to him by Rossow. In any event, Rossow shall be entitled to refrain from delivering new orders as long as the Buyer has not paid in full amounts due (whether in principal, additional costs, interest as well as accessories).

In the event of known insolvency, payment beyond the due date, safeguard proceedings, receivership or judicial liquidation, Rossow may, subject to the mandatory provisions of Article L.622-13 of the French Commercial Code, terminate the contract in its entirety by operation of law upon simple notice given to the Buyer by registered letter with acknowledgement of receipt or special letter with proof of delivery to the Buyer, without further formality and without prejudice to the exercise of all its other rights.

Any deterioration in the Buyer's credit may, at any time, justify, according to the risks incurred, the setting of a ceiling on any overdraft that the Buyer may be allowed to have, the requirement of certain payment deadlines, cash payment for current and future orders and certain guarantees. This will notably be the case if a transfer, management lease, pledge or contribution of its business or certain of its elements, or a change of control or structure of its company or in the person of its manager, is likely to produce an unfavorable effect on the credit of the Buyer.

In addition to the late payment penalties mentioned above, in the event of failure to comply with the payment deadline mentioned above, a fixed indemnity for collection costs of 40 (forty) euros, provided for in articles L.441-6 and D.441-5 of the French Commercial Code, will be demanded by Rossow. It is specified that this fixed indemnity is not limitative of the amount of other expenses which could be incurred by Rossow for the purpose of collection of its invoices.

In any case, in case of delay or non-payment, in application of the above reservation of title clause, Rossow may take any steps it deems necessary to take back the products already delivered, all costs related to this take-back remaining at the expense of the defaulting Buyer.

Art 10 : Warranties

As a supplier, Rossow undertakes to supply branded products in their original packaging or, in the case of repackaging, in packaging duly approved by the Producer and the Buyer, accompanied by a certificate of analysis or an undertaking of conformity: the products offered by Rossow are therefore legitimately presumed to conform to the specifications set by Rossow's supplier (hereinafter "the Producer"), who is solely responsible for the quality of the products supplied.

For the proper use of the products, and following tests carried out by its competent laboratories to assess their performance and suitability for the intended use, Buyer must refer to the Safety Data Sheets and technical data sheets of the products supplied by Rossow.

Quality guarantees are strictly defined by and limited to the said Producer specifications. In any event, any non-conformity can only be taken into consideration if the analyses have been carried out according to the Producer's methods or according to methods duly accepted in writing by all parties (i.e. the Producer, Rossow and Buyer).

In accordance with the terms of clause 5.2 above, Buyer must inform Rossow of any non-conformity or apparent defect (not related to transport) in the products within 5 (five) calendar days of the effective date of receipt by Buyer.

Furthermore, in the event of a hidden defect in the products, the Buyer must inform Rossow by electronic means within 48 (forty-eight) hours following the discovery of the latent defect, it being specified that, as Rossow has no control over the storage or transport conditions of the products by the Buyer, the warranty for such hidden defects shall not exceed 30 (thirty) calendar days after the date of availability of the products to the Buyer or the carrier of his choice.

If the Buyer fails to comply with the above obligations, the Buyer will be presumed to have waived any action against Rossow and/or the Producer.

The Buyer shall be responsible for providing any evidence needed as proof of the reality of the defects or non-conformities observed.

In particular, in the unlikely event that a product is found not to conform to the Producer's specifications, and subject to the above reservations, the Buyer shall provide as soon as possible a representative sample of sufficient size of the defect and any relevant test results to identify the non-conformity. Rossow shall then take all reasonable care to forward the samples and analyses to the Producer for assessment and conclusion on the admissibility of the claim.

In case of availability of a batch for replacement, and in order not to penalize the Buyer during the process of identification of the non-conformity, while the batch deemed defective will be kept by the Buyer, Rossow will propose a replacement batch as a support.

Following the tests carried out by the Producer, one of the following processes will be followed without discussion by the parties:

a) The Producer acknowledges non-conformity: in this case, the defective products will, at the Producer's discretion, either be taken back or destroyed by the Buyer at the expense agreed with the Producer, to the exclusion of any indemnity or damages, notwithstanding any clause to the contrary in the Buyer's possible general terms and conditions of purchase. The non-conforming goods will be credited and the goods delivered in replacement will then generate a new invoice by Rossow.

b) It appears that the analyses carried out by the Buyer have been influenced by an external factor and new analyses confirm the good quality of the product: in this case, payment for the first delivery shall be due at the latest on the original due date and an invoice shall be issued for the goods delivered as replacement as well as for the costs associated with this delivery. This invoice will be payable by the Buyer upon receipt.

c) The analyses of the Producer and those of the Purchaser are different: in this case, a sample will be given to a third party laboratory designated by mutual agreement between the parties for analysis according to the methods of the Producer or those explicitly agreed between the parties. I) If the Purchaser's claim is confirmed, the non-conforming products will be replaced or reimbursed at no cost to the Purchaser and the costs of analysis by the third party laboratory will be borne by the Producer. II) If, on the other hand, the third party laboratory confirms that the products delivered comply with the Producer's specifications, the Buyer will be responsible for payment of the invoice corresponding to the initial delivery and the costs agreed on the corresponding order, payment of the products delivered in replacement and the costs inherent in their delivery. Finally, the Purchaser will pay the full costs of analysis by the third party laboratory in charge of the analyses

However at all times, Rossow or the Producer shall not be liable (i) if the products have been transported by the Buyer under abnormal conditions or conditions incompatible with their nature or (ii) if the products sold are stored by the Buyer under abnormal conditions or conditions incompatible with their nature, it being understood that in all circumstances, the recommendations and special stipulations as described in the technical documentation and particularly the MSDS, or in the absence of such special stipulations, the normal conditions of transport or storage defined as follows: storage or transport in a dry environment, away from light, at a temperature strictly below 30°C, shall prevail.

In any event, any complaints made by the Buyer do not exempt him from the payment of invoices on the due date.

Art 11 : Liability

Whatever their medium, technical or commercial information, advertising, sales arguments and product descriptions do not have the value of a contract. All products are described as accurately as possible, and Rossow, acting in good faith, cannot be held responsible for any errors or omissions in these descriptions. Rossow reserves the right to change these documents without notice.

The products delivered by Rossow are exclusively reserved for professionals who are fully aware of the risks involved and who have all the knowledge and know-how necessary to use the products in accordance with the laws, regulations and patents in force, and for which they are solely responsible. The Buyer acknowledges and expressly accepts this by placing an order with Rossow.

The Buyer is deemed to conduct and validate all the tests or specific studies related to the applications he envisions for the products in order to ensure, under his own responsibility, the conformity and adaptation of the product sold to the uses he decides for it. The Buyer also undertakes to verify for itself that the applications in question do not infringe any regulations in force or patents. Rossow cannot be held liable for any infringement in this respect.

In case of resale of the products in any form whatsoever to any third party, Rossow declines any contractual liability towards sub-purchasers.

Rossow cannot be held responsible for the Producer's decision to stop manufacturing a product or a complete product range for any reason (technical, legal or for personal convenience). Rossow's responsibility in such a case is limited to informing the Buyer as soon as this information is made available to him by the Producer.

Art 12: Exclusion of all penalties

Notwithstanding any clauses or provisions to the contrary which may be contained in purchase conditions, listing agreements, logistics conditions and special agreements (etc.), no penalty, whether predetermined or not, will be accepted by Rossow, unless agreed in advance and in writing, regardless of the reason for the penalty. Any clause to the contrary is deemed to be unwritten. Rossow does not accept automatic discount and reserves the right to claim damages in case of automatic debits made by the Buyer.

Only the loss actually suffered, previously demonstrated and rationally assessed by the Buyer may, after prior written consent of Rossow, give rise to a claim for compensation, according to the documented calculation methods, which have given rise to a real contradictory debate. In this respect, the Buyer must provide Rossow with all documents (delivery note, etc.) that prove the actual loss suffered. In the absence of agreement, the assessment of the loss suffered will be made by an expert appointed by the President of the Commercial Court of Nanterre, at the request of the most diligent party.

In case of breach of this clause by Buyer, Rossow may refuse any new order of products and suspend its deliveries.

At all times, the responsibility of Rossow and consequently the possible indemnities to be paid to the Buyer will not exceed the value of the invoiced product.

Art 13: Commercial disputes

Any claim or business dispute on the part of the Buyer with respect to the entire business relationship with Rossow concerning year n, must be made no later than the end of calendar year n+1. Failing this, and by express exemption from the provisions referred to in article L.110-4 of the French Commercial Code, no claim or dispute can be presented and will be considered, therefore, as being time-barred and therefore inadmissible.

Art 14 : Confidentiality

Rossow and the Buyer acknowledge that they may, in the course of the performance of their business relations, be entrusted with confidential information of a technical, commercial, financial nature or relating to elements to which intellectual and/or industrial property rights are attached. However, this list is not exhaustive. This information must not, in any way, be disclosed to third parties. Rossow and the Buyer guarantee the confidentiality of the information, of any nature whatsoever, written or oral, of which they become aware in the course of the execution of their commercial relations and shall refrain from communicating this information to persons other than those who have the right to know it under the terms of the contract, under penalty of having to compensate for the damage suffered.

Art 15: Applicable law - Disputes

All contractual relations between Rossow and the Buyer resulting from the application of these general terms and conditions of sale, and any special agreements that may be concluded, and all disputes arising therefrom, whatever their nature, will be subject in all respects to French law, irrespective of the place of delivery of the products or the Incoterm® agreed upon.

In the event of resale of the product, the Buyer shall, under his sole responsibility, ensure that it is not in breach of the laws, regulations or standards of the country of destination.

The language of this contract is the French language.

The Parties agree to do their utmost to resolve amicably any disagreements that may arise from the interpretation, execution or termination of the commercial relations between Rossow and the Buyer.

Any dispute arising out of the execution of the contractual relations between Rossow and the Buyer, as well as the acts which will be the consequence thereof, will be subject to the jurisdiction of the Commercial Court of Nanterre, notwithstanding any incidental claim or any appeal in warranty, or in case of plurality of defendants, except application of the provisions of article D.442-3 of the Commercial Code on the specialization of jurisdictions in matters of restrictive practices of competition. This jurisdiction clause shall apply even in the case of summary proceedings.

Art 16: Partial nullity

Any clause or provision of these general terms and conditions of sale that would be in conflict with a legal text would be suspended and not applicable. All other provisions would remain applicable in order to maintain the initial consistency of all these general conditions of sale.

Art 17: Intellectual property

The Buyer undertakes to respect all the rights attached to the intellectual property of Rossow and its suppliers of which he declares to be fully aware of and to use them only for what is strictly necessary and indispensable for the execution of the contract and for the duration of the contract.

The Buyer is, in particular by the placing and/or receipt of an order, not the holder of any intellectual property rights relating to the Products, photos, media and/or technical documentation, handed over directly or indirectly by Rossow to the Buyer.

The Buyer shall not under any circumstances and for any reason whatsoever modify the intellectual property rights relating to the Products, photos, materials and/or technical documentation, delivered directly or indirectly by Rossow to the Buyer, nor shall the Buyer seek or obtain any legal protection for any item of any nature whatsoever in connection with the Products, photos, materials and/or technical documentation, delivered directly or indirectly by Rossow to the Buyer, including obtaining a license or granting a sub-license in connection with the Products without the prior and express consent of a duly authorized representative of Rossow.

Buyer undertakes (i) to inform Rossow immediately of any third party action or claims (actual or threatened) which come to its knowledge concerning the intellectual property rights relating to the Products, photos, materials and/or technical documentation, which Rossow directly or indirectly provides to Buyer and/or any infringement by third parties of intellectual property rights relating to the Products, (ii) to provide Rossow with photos, materials and/or technical documentation directly or indirectly delivered by Rossow to the Buyer, and (iii) to assist, at its sole expense, in any legal action that may be brought against the authors or accomplices of such infringements at the request of Rossow.

The Buyer undertakes to cease the use of the intellectual property rights relating to the Products, photos, media and/or technical documentation, delivered directly or indirectly by Rossow to the Buyer as soon as the contract between the Buyer and Rossow is terminated and at any time during the contract at the request of Rossow if Rossow consider that these are likely to infringe the intellectual property rights or other rights of third parties.

Finally, in the presence of proprietary mixtures whether or not subject to confidentiality agreements, Buyer shall refrain from any "retro-engineering" operation.

V 2.0 – 2.0/September/2022