

**THE FRENCH VERSION OF THE TERMS OF SALE (CGV-260115-FR) IS THE ONLY ONE IN FULL FORCE
AN ENGLISH TRANSLATION IS GIVEN HEREAFTER FOR INFORMATION PURPOSE ONLY
CGV-260115-EN**

ORDERS

Any firm orders accepted by our Company implies that the Buyer adheres fully and entirely to the present conditions of sale and delivery, which appear on order confirmations and invoices and will be binding between the two parties. The conditions herein nullify any different clause or stipulation, printed or hand written on orders or on any correspondence issued by Buyer.

PRICE, DELIVERY, PAYMENT

Our printed catalogues and tariffs cannot be considered as an offer. The quoted prices are given on an advisory basis only. The final price shall be the price agreed to by the two parties and written on the order receipt acknowledgement.

EXTRASYNTHÈSE reserves the right, at its sole discretion, to require full or partial payment in advance prior to any execution of the order or delivery of the products/services. This requirement may apply in particular in the case of a first purchase, an identified credit risk, or orders of an exceptional amount. Payment of invoices must be made by the stated due date. **The products shall remain property of Seller until all payments due have been duly made.** Should payment not be made when due, Buyer will be charged interest at three times the legal rate at that time, applicable from the first day of overdue payment. Late penalty fees will be applied without formal reminder or notice being required.

Pursuant to Article D441-5 of the French Commercial Code, in the event of late payment, the Buyer will be legally subject to payment of a fixed sum of 40 Euro to Seller in order to cover recovery costs, in addition to the fees set out by the law.

Delivery schedules are approximate and are respected when possible. Under no circumstances will a delivery delay justify the cancellation of the order by Buyer, or give rise to compensation. All our products are shipped at the risk of Buyer, including when they are shipped postage paid. Upon receipt of the goods, Buyer must verify that the products delivered correspond to the products ordered and that there are no apparent defects.

Our deliveries are strictly reserved for professionals. Private individuals are not eligible for our services. No cancellation is possible after receipt of our final order confirmation, and no returns are accepted for reference substances once they have been shipped, except in the event of an error on our part.

Prior to any order, it is Buyer's responsibility to enquire with the respective authorities with regard to customs formalities and administration required for the purchase and transport of the products. The codes and lists given by Seller should be taken only as an indication and it is the responsibility of the purchaser to ensure they remain valid.

LIABILITY AND WARRANTY

Our products are intended for control, analysis and research laboratories. They should only be handled by qualified personnel who are aware of the potential risks.

They have not been subject to pharmacological, toxicological or efficiency testing. In particular, they are unfit for any type of trial carried out on humans.

At the same time, Buyer is obliged to find out and take the necessary measures concerning the conditions of storage, use, transformation or elimination of the products. The Seller shall not be liable in any way for consequences with regard to the storage, handling, use, transformation or elimination of the products by Buyer.

In the event of an apparent defect or non-compliance of the products, duly noted by the purchaser on the day of receipt, Seller undertakes to replace the delivered products by products identical to the order, without any compensation. Under no circumstances shall Seller be held responsible for any direct or indirect damage resulting from defective products.

In any event, the responsibility of Seller shall not exceed the amount of the turnover excluding tax with the Buyer over the twelve months preceding notification of the claim, up to a ceiling of 50 000€ per claim.

GROUNDS FOR EXONERATION

All circumstances independent of Seller and occurring after completion of the order, which prevent the execution in normal conditions, are to be considered as grounds exonerating its responsibility. The present clause includes circumstances beyond the Seller's control, which do not stem from a fault of Seller.

LANGUAGE - GOVERNING LAW – JURISDICTION

The French version of the present Terms and Conditions of Sale will prevail over any other translation into another language. French law governs our sales. In case of dispute, the parties will seek to resolve it amicably within three months. Failing this, the Tribunal de Commerce de Lyon (Commercial Court of Lyon) will be solely competent.