

1. SCOPE - ACCEPTANCE - ENFORCEABILITY

1.1 These General Terms and Conditions of Sale (hereinafter the "GTC") shall apply to all orders for products and services (such as cleaning products, insecticides, disinfectants) (hereinafter the "Products") placed with **PRODUITS SANITAIRES AERONEFS**, a simplified joint stock company with a capital of 192.112 euros, whose registered office is located at 1, rue de Lamirault - ZAE de Lamirault - 77090 COLLEGIEN – France, registered with the Business Registry of MEAUX under number 305 775 710 (hereafter "PSA") by any professional buyer (hereafter the "Client") who adheres to it unconditionally and acknowledges having perfect knowledge of it.

1.2 These GTC are systematically sent to the Client at the time of transmission of the quotation. Any order placed by the Client implies full and complete acceptance on its part. **The present GTC shall prevail over any general terms and conditions of purchase of the Client. The Client therefore waives its right to rely on any contradictory provisions that may appear in its own general terms and conditions of purchase, order forms or any other commercial documents.**

1.3 No document other than these GTC shall create obligations for the parties or derogate from these GTC unless in writing or in a contract signed by both parties, or unless it is mentioned in the quotation accepted in accordance with article 2.1.

1.4 The Client accepts that PSA may subsequently amend these GTC and that their relationship shall always be governed by the latest GTC in force on the date of the order.

1.5 The Client expressly declares that it has the power, authority and capacity necessary to enter into and perform the obligations incumbent upon it under these GTC.

2. ORDERS

2.1 Order's placement

All Products' orders are subject to a quotation. Quotations drawn up by PSA are valid for the duration indicated on the said quotation. The quotation returned duly signed by the Client to PSA, or the reception by PSA of a direct order, is deemed to be considered as a formal order, subject to the payment of all any corresponding pro-forma invoice issued by PSA.

2.2 Information provided

Before placing any order, the Client shall verify the accuracy of the information given, in particular the delivery address, total price and delivery date.

The Client shall be bound by the information and details provided by it when placing an order. The Client is responsible for the completeness and conformity of the information validated at the time of the order.

In the event of an entry error, PSA shall in no event be held responsible for the consequences that this error would generate and the impossibility of ensuring delivery.

3. MODIFICATION OF AN ORDER - CANCELLATION

3.1 Any modification to an order requested by the Client may only be taken into account subject to (i) a written request sent to PSA by registered letter with acknowledgement of receipt (or by any other written means, including emails) before the shipment of the Products and (ii) the prior written approval of PSA. Any costs already incurred by PSA related to the initial order will remain due. In the event of an order modification, any deposits already paid may only be returned in the form of Products or credit notes. Any order modification will lead to the cancellation of the initially announced delivery times and the start of new deadlines.

3.2 Any cancellation of an order may only be made with the prior written approval of PSA. In any case, unless otherwise agreed by the parties, the full price shall remain due.

4. PRICE

4.1 The Products' prices are those indicated in the quotation established by PSA, or as the case may be, in the pro-forma invoice issued by PSA.

4.2 Prices are always in euros (or any other currency expressly mentioned in the quotation), exclusive of taxes, and under the Incoterm mentioned in the quotation or, where applicable, in the pro-forma invoice.

4.3 Unless otherwise stated and according to the applicable Incoterm, any tax, duty, or any other additional cost or expense, in particular transport and delivery costs, or which would be due under French law or any other applicable law of the importing or transit country, shall remain due by the Client.

5. INVOICING – PAYMENT

5.1 The price shall be paid by bank transfer.

5.2 On the day of acceptance of the quotation in accordance with article 2.1 above, the Client shall pay the deposit mentioned in the quotation under the conditions set out in the quotation.

5.3 The balance shall be payable in accordance with the terms and conditions set out in the quotation, or, where applicable, in the pro-forma invoice. No discount will be granted in the event of early payment.

5.4 Unless otherwise agreed between the Customer and PSA, the invoice will be issued by PSA from the time the Products are made available to the Customer.

5.5 The Client may not invoke any cause whatsoever to defer or modify the terms of payment, in particular a dispute over the quality or non-conformity of the Products or a delay in delivery.

6. LATE PAYMENT – DEFAULT

6.1 Any sum, including the advance payment(s), not paid on its due date shall automatically generate late payment interest amounting to the European Central Bank's key rate plus ten points. Such interest shall run from the due date of the sum concerned and shall remain due until the date of payment, including interest. These penalties shall be due upon simple request of PSA.

In accordance with the provisions of article L441-10 of the French Commercial Code, any Client in default of payment shall automatically be liable to PSA of a lump-sum compensation for collection costs amounting to 40 euros. If recovery costs exceed the amount of this indemnity, PSA reserves its right to request additional compensation, upon presentation of supporting documents.

6.2 In the event of default of payment within the stipulated time and 15 days after a formal notice remaining unsuccessful, PSA may cancel or terminate the sale and request the return of the Products under a penalty amounting to €100 per day, suspend its execution or condition its execution to the existence of payment guarantees, without prejudice to its right to any other damages. PSA shall not owe any compensation to the Client as a result.

6.3 The sums remaining due for other orders in progress shall become immediately payable, it being specified that PSA reserves its right to suspend the said orders, to condition their execution on the existence of payment guarantees or to cancel the said orders.

7. DELIVERY – RISKS – CLAIMS

7.1 Delivery deadlines

Delivery times are indicated depending on supplies' availability. These delivery times are given for information only and do not constitute a strict deadline. The Client shall in no event use them to claim total or partial cancellation of the order, penalties or compensation, and or a refusal to pay the price or advance payments provided for. Late delivery shall not give rise to any penalty or any other compensation of any kind whatsoever.

7.2 Terms of delivery - Transfer of risk

Delivery is made, depending on the applicable Incoterm, either by making the Products available at PSA's premises, or by the Client receiving the Products, or by delivering the Products to a shipper or carrier from PSA's premises or any other designated premises.

In the event of delivery by making the Products available at PSA's premises, the Client undertakes to withdraw the Products at the latest 15 days from their availability.

Unless otherwise agreed, the Products always travel at the risk of the Client or the recipient, including in case of delivery in "PORT FROM" or "FRANCO".

Unless otherwise agreed, the Products are delivered under the incoterm EXWORKS, i.e. with the Client bearing all costs

and risks inherent as of the withdraw of the Products from PSA's premises. Thus, unless otherwise stated, the price mentioned in article 4 of these GTC is exclusive of delivery costs for the Products ordered.

7.3 Receipt – Claims

At the time of receipt of the Products, a delivery slip shall be signed by the Client which shall verify the conformity and packaging of the Products.

Claims for loss, damage, deterioration, damage to goods must be recorded, by the Client or by the intended recipient indicated on the order form, on the carrier's document and delivery slip and notified to the carrier by registered letter with acknowledgement of receipt (or any other written means, including emails) within three days of the receipt of the Products in accordance with article L133-3 of the French Commercial Code, and a copy will be simultaneously sent to PSA as well as a copy of the delivery slip.

In all cases, without prejudice to the measures to be taken with regard to the carrier, any dispute from the Client regarding apparent defects or the non-conformity of the Products shall be made within three days as of receipt of the Products.

In the absence of claim notified within this period by any written means to PSA, no claim will be accepted by PSA and the Products delivered shall be deemed to be conform, in quantity and quality, with the order. The order may not be delivered again, nor refunded on the basis of non-compliance.

The client shall provide any justification as to the reality of the defects or anomalies observed, it being specified that for the Products sold in packaging, the weights and measures at the withdraw shall be deemed to constitute the delivered quantities. The Client shall be able to prove that it has scrupulously respected the storage conditions of the Products recommended by PSA. PSA shall have every facility to proceed to the observation of these defects.

The defect of a part of the delivery cannot justify its total rejection. The batch of defective Products must be made available to PSA, if not the claim shall be deemed inadmissible.

8. RETURNS

Any return of Products shall be subject to the prior written agreement of PSA.

The costs and risks of the return will be borne by the Client. Products shall be returned in their original packaging, intact and accompanied by all accessories, including the safety data sheet of the Product.

If the return is validated, in whole or in part, by PSA, at PSA's discretion, either a credit note will be issued to the Client, or the defective Products will be replaced.

9. TERMINATION

9.1 Unless otherwise agreed, in the event of serious and repeated non-compliance by the Client with its obligations under these GTC, the sale contract may be terminated automatically by PSA at the end of a period of 30 days following receipt of a formal notice by registered letter with acknowledgement of receipt (or by any other written means, including emails), which has remained unsuccessful.

9.2 In the event of non-payment of sums due by the Client to PSA at the agreed due date and 15 days after a formal notice remaining unsuccessful, PSA reserves its right to immediately terminate the contract in accordance with article 6.2 above.

9.3 In the event of non-compliance with the provisions of article 12 below, PSA reserves its right to automatically terminate the contract 15 days after a formal notice sent by registered letter with acknowledgement of receipt (or by any other written means, including emails) has remained unsuccessful.

10. RETENTION OF TITLE

NOTWITHSTANDING ANY CLAUSE TO THE CONTRARY, THE TRANSFER OF OWNERSHIP OF THE PRODUCTS TO THE CLIENT SHALL ONLY TAKE PLACE AFTER FULL PAYMENT OF THE PRICE AND ITS ACCESSORIES BY THE CLIENT.

THE DELIVERED PRODUCTS SHALL BE INDIVIDUALIZED AND NOT MIXED WITH OTHERS OF THE SAME NATURE COMING FROM OTHER SUPPLIERS UNTIL FULL PAYMENT OF THE PRICE. IN THE ABSENCE OF INDIVIDUALIZATION, PSA MAY REQUEST A REFUND OR TAKE BACK THOSE STILL IN STOCK.

THE CLIENT MAY NOT, FOR ANY REASON WHATSOEVER, RESELL OR PROCESS THE PRODUCTS ACQUIRED UNTIL THE PRICE HAS BEEN PAID IN FULL TO PSA.

Payment shall be made by the effective collection of the price, being precised that the delivery of any other instrument creating an obligation to pay does not constitute payment.

The above provisions do not prevent the transfer to the Client, upon delivery of the Products ordered, of the risk of loss and deterioration as well as any damage it could cause.

Consequently, the Client is reminded of its obligation to subscribe an insurance, at its own expense, for the delivered Products.

In the event of non-payment of the price on the agreed due date, the full price may be due and PSA may then claim all or part of the Products delivered or take advantage of the automatic termination of the contract according to the terms and conditions of the automatic termination for non-payment (article 6.2 hereof).

Where applicable, any deposit paid by the Client will remain acquired by PSA as a lump sum compensation, without prejudice to any other action that it may be entitled against the Client.

11. WARRANTY - LIABILITY - EXCLUSIONS

11.1 Unless otherwise agreed, the Products are delivered without any guarantee other than the one set out in the technical documentation of the Products.

11.2 The Client shall take the Products in the state in which they are on the day of the withdrawal, without any recourse against PSA for any reason whatsoever, in particular due to hidden defects.

11.3 PSA's liability is strictly limited to the obligation to replace or repair goods recognised as non-compliant, to the exclusion of any damages and interest.

11.4 PSA shall not be held liable and no guarantee shall apply if the Products:

- have been subject to abnormal use,
- have been stored in unsuitable conditions,
- have been used under conditions different from those for which they were manufactured, in particular in the event of non-compliance with the conditions prescribed by PSA (in particular in the Product safety data sheet),
- have been damaged during unpacking or due to shock, negligence (especially in storage), lack of supervision or maintenance, or the use of unsuitable additional products,
- have been transformed.

The warranty does not cover the loss or theft of the Products, their oxidation, corrosion, aesthetic damages (scratches, shocks, etc.), damages related to a claim of external origin or involving the responsibility of a third party, the cleaning and maintenance costs. It shall only apply to Products that have been entirely manufactured by PSA. In the context of compliance with the provisions of Regulation (EC) 1907/2006 on the registration, evaluation and authorisation of chemical substances (known as the "REACH Regulation"), the Client shall remain the sole liable for the consequences of using Products sold by PSA for other uses than those indicated in the product safety data sheet.

11.5 PSA SHALL NOT ASSUME ANY OTHER WARRANTY OBLIGATIONS THAN THOSE SET FORTH ABOVE.

In case of doubt as to the interpretation of a clause or in the absence of any mention allowing to determine precisely the extent of PSA's obligations, the Client acknowledges that PSA's obligations shall be understood as best-efforts obligation.

11.6 In any event, the liability of PSA is limited to direct and proven damages. In no event, PSA shall be held liable to the

Client or a third party for any indirect damage, including operating loss, loss of customers, commercial loss, loss of turnover, damage to brand image, resulting from the possession or use of products.

In any case, except in the event of wilful misconduct, PSA's liability shall under no circumstances exceed the amount paid by the Client for the Products sold in the context of the order in question.

PSA can always prevent a liability action by putting the Product in compliance or by replacing the defective or non-compliant Product.

12. INTELLECTUAL PROPERTY

12.1 All intellectual property rights on creations, inventions, studies, designs, models, formulas, prototypes, etc. in relation to PSA's Products are in no way transferred to the Client by the purchase of said Products. The Client is therefore prohibited from reproducing or exploiting said creations, inventions, studies, designs, models, formulas and prototypes, etc., in any way whatsoever.

12.2 The trademarks, logos, texts, illustrations, graphic works reproduced or represented on the presentation sheets of PSA Products or on any other document or device of any kind whatsoever, are the intellectual property of their owners and authors on any device and without geographical limitation.

As such and in accordance with the provisions of the Intellectual Property Code, only use for private use subject to different, or even more restrictive provisions of the Intellectual Property Code is authorised.

Any reproduction or representation in whole or in part, of all or part of the elements appearing on the presentation sheets of PSA Products or on any other device, is prohibited.

12.3 PSA reserves its right to automatically terminate any order in the event of non-compliance with the provisions of this article by the Client 15 days after a formal notice sent by registered letter with acknowledgement of receipt (or by any other written means, including emails) remained unsuccessful.

13. PERSONAL DATA

13.1 The Client is informed and accepts that, while executing the contract, PSA may store, process, record and use the personal data concerning it and collected throughout the execution of the contract in compliance with the regulations applicable to personal data.

The collection and processing of these data is necessary for the purposes of: managing the client's file, managing orders, managing deliveries and managing invoicing.

These data are only intended for the competent services of PSA and third parties involved in the execution of the contract, as well as duly authorised third parties in strict compliance with the applicable regulations when this communication is strictly necessary for the declared purpose(s). The information collected may possibly be communicated to third parties which contracted with PSA for the execution of sub-contracted tasks, without the Client's authorisation being necessary.

13.2 The personal data collected to execute an order are kept for a period of 5 years as of the end of the business relationship. In any event, they are not kept beyond the time required for the management of its missions and for any disputes that may arise from them in accordance with the applicable statute of limitations or the rules for keeping accounting documents.

13.3 The Client has, in accordance with national and European regulations in force, the right to request to PSA access, rectification, deletion, limitation or opposition to the processing of its data for legitimate reasons, the portability of its data or to submit a complaint to the supervisory authority or to define post-mortem guidelines by contacting the dedicated service of PSA at the following email address: psa@psa-paris.com.

13.4 Unless otherwise agreed, PSA may, throughout the duration of the contract and for a period of three (3) years following its expiry, quote the name of the Client, its logo and the type of services carried out for it, as a reference for the

commercial and advertising promotion of its activity on any document or device whatsoever.

14. FORCE MAJEURE

14.1 PSA shall not be held liable in the event that the non-performance of its obligations would be caused, directly or indirectly, by a case of force majeure.

14.2 Any fact or circumstances irresistible, external to the parties, unforeseeable and independent of their will and which cannot be prevented by the latter, despite all efforts reasonably possible will be considered as force majeure. The following events shall expressly be considered as cases of force majeure or fortuitous events, in addition to those usually retained by French courts and tribunals: blocking of means of transport or supplies, strikes, riots, attacks, earthquakes, fires, storms, floods, lightning, interruption of telecommunications networks or of the electricity network.

14.3 The occurrence of a case of force majeure shall result in the immediate suspension of the contract's execution. If the case of force majeure lasts for more than 60 days, the contract may be terminated at the initiative of either party, without any right to compensation on either side.

15. TOLERANCE AND PARTIAL NULLITY

The fact that PSA does not avail itself at a given time of any of the provisions of these general terms and conditions can in no way be interpreted as a waiver of its right to avail itself of them at a later date, in particular the fact of not claiming a late payment.

The possible cancellation of a clause shall not affect the validity of the other clauses herein.

16. TRANSFER

The Client may not transfer, for any reason and in any form whatsoever, whether in return for payment or free of charge, the contract concluded with PSA without the latter's prior written approval.

17. LEGAL AND ADMINISTRATIVE AUTHORIZATIONS

The Client shall be personally responsible for all legal, administrative and private authorisations required to use and market the Products ordered to PSA.

18. CONFIDENTIALITY

Subject to the provisions of article 13.4, each party shall refrain from communicating to any person, directly or indirectly, all or part of the information of any nature, commercial, industrial, technical, financial, nominative, etc., which it has received from the other party, or of which it may have become aware in the course of the performance of the contract.

Each party undertakes to ensure that its employees, agents or duly authorised subcontractors comply with the confidentiality undertaking set out above.

19. DISPUTES - APPLICABLE LAW

19.1 Search for an amicable solution

In the event of a dispute arising in the execution of these GTC, the parties agree to seek an amicable solution beforehand.

19.2 Applicable law and competent court

ALL DISPUTES TO WHICH THE PRESENT GENERAL TERMS AND CONDITIONS MAY GIVE RISE, CONCERNING THEIR VALIDITY, INTERPRETATION, EXECUTION, TERMINATION, CONSEQUENCES AND FOLLOW-UP SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COMMERCIAL COURT OF PARIS (FRANCE) AND SHALL BE GOVERNED BY FRENCH LAW.

20. LANGUAGE

These GTC are originally written in French. In the event that they are translated into one or more languages, the French text shall be deemed authentic in the event of a dispute.