

GENERAL TERMS OF SALE PLATFORM PACKAGING

Article 1. Application of the general terms of sale - Enforceability

The present General Terms of Sale (GTS) constitute the basis of the contractual relationship established between the company PLATFORM PACKAGING, (Simplified joint-stock company with a Capital of 50.000,00€ registered at the RCS of the city of Orléans - France under the number 831 962 188, 7 rue Robert Schumann 45130 SAINT AY) and any purchaser. They detail the rights and obligations of the parties in the context of the sale of the company's goods, i.e.:

- The straps, links and lashings,
- Ropes, strands and twines,
- Ties, accessories and reels,
- Strapping tools, packaging machines and strapping machines,
- Nets, bags, protections, packaging and other handling and transport containers,
- Forestry tracers and other paint markers.

They can be consulted on the company's website:

<http://www.platform-packaging.com>

In addition, the fact for the company PLATFORM PACKAGING not to prevail, at any time that it is, of any of the present general conditions of sale cannot be interpreted like being worth renunciation to prevail itself later on of any of the aforementioned conditions

Article 2. Orders

To be valid, the order must precise in particular the quantity, the type and the references of the sold products as well as the price, the conditions of payment, the place and the date of delivery or of the removal.

The orders are final, even when they are taken by the intermediary of the representatives or employees of the company PLATFORM PACKAGING, only when they were confirmed in writing [fax, electronic mail, text message].

The confirmation of the order involves for the purchaser acceptance without reserve of the conditions of sale of the company PLATFORM PACKAGING, the recognition to have perfectly knowledge of it and the renunciation to prevail itself of its own Conditions of purchase.

In the event of shortage, the company PLATFORM PACKAGING will answer the orders according to their order of arrival and within the limits of its availabilities. The benefit of the order is personal with the purchaser and cannot be yielded without the agreement of the company PLATFORM PACKAGING.

Article 3. Changes to the order

Any change or cancellation of the order requested by the purchaser can only be taken into consideration if it is received in writing before the goods are shipped.

If the company PLATFORM PACKAGING does not accept the modification or the cancellation, the deposits paid can only be returned in goods value.

Article 4. Price

The goods are supplied at the prices in force at the time the order is placed, in Euros and considering the VAT applicable on the day the order is placed.

The price of the goods will therefore be increased by the VAT rate and transport costs applicable on the day of the order.

Any change in the rate will necessarily be reflected in the price of the goods.

The goods sold to the professional residing on the European territory are exempt from VAT provided that:

- the delivery is made for a fee;
- the seller is a taxable person acting within the framework of his economic activity;
- the goods are dispatched or transported out of France by the seller, by the purchaser or on their behalf, to another Member State;
- the purchaser is a taxable person or a non-taxable legal entity, who does not benefit in his Member State from the derogation allowing him not to subject his intra-Community acquisitions to VAT.

If one of these conditions is not met, the company PLATFORM PACKAGING will apply French VAT to the sale (article 258-I-a of the French Tax Code).

The goods sold to the professional residing in a third country of the European Union or in an overseas collectivity are exempt from VAT.

The applicable price is that in force at the day of the delivery; the company PLATFORM PACKAGING reserving the right to modify its tariffs constantly. However, it undertakes to invoice the ordered goods at the prices indicated at the time of the recording of the order.

Article 5. Delivery

5.1. Modalities

The delivery is made according to the order either by the direct handing-over of the product to the purchaser, or by simple notice of availability, or by delivery to a carrier in the warehouses of the company PLATFORM PACKAGING.

The purchaser commits himself taking delivery in the 15 days which follow the notice of provision. This expired time, the company PLATFORM PACKAGING will be able to consider that the order is cancelled and the sale unilaterally cancelled by the purchaser.

5.2. Delay

The deliveries are operated only according to availabilities and in the order of arrival of the orders. The company PLATFORM PACKAGING is authorized to carry out global or partial deliveries.

The delivery periods are indicated as exactly as possible but are subjected to the hazards of supply and transport.

Exceeding the delivery time cannot lead to damages, deductions or cancellation of current orders.

5.3. Risk

The products are deliverable or made available. In all cases, they travel at the risk of the purchaser-recipient, who must, in the event of damage or shortage, make all necessary observations and confirm his reservations by extrajudicial act or by registered letter with acknowledgement of receipt to the carrier within three days of receipt of the goods.

Article 6. Reception

Without prejudice to the measures to be taken with respect to the carrier, complaints about apparent defects or non-conformity of the goods delivered with the order or the dispatch note must be made in writing within 3 (three) days of the arrival of said goods.

It is the responsibility of the purchaser to provide any justification as to the reality of the defects or anomalies noted. It will have to leave to the company PLATFORM PACKAGING any facility to proceed to the observation of these defects and to carry remedy there. He shall refrain from intervening himself or having a third party intervene for this purpose. For the goods sold packaged, the weights and measures at departure are proof of the quantities delivered.

The quantity tolerances affecting the delivery shall be +/- 5% calculated on the basis of the number of units indicated in the order. The same tolerance of +/- 5% may affect the weight of the goods delivered.

Article 7. Returns

7.1. Terms

Any return of product must be the subject of a formal agreement between the company PLATFORM PACKAGING and the purchaser. Any goods returned without this agreement would be held at the disposal of the purchaser and would not give place to the establishment of a credit. The costs and risks of the return are always at the Buyer's expense. Moreover, no return will be accepted after a period of 10 (ten) days following the delivery date. The returned goods are accompanied by a good of return to be fixed on the parcel and must be in the state where the company PLATFORM PACKAGING delivered them.

7.2. Consequences

In case of apparent defect or non-conformity of the goods delivered, duly noted by the company PLATFORM PACKAGING in the conditions provided above, the buyer may obtain free replacement or refund of goods at the option of the company PLATFORM PACKAGING, excluding any compensation or damages.

Article 8. Payment

An invoice is established by the company PLATFORM PACKAGING for each delivery and delivered at the time of this one.

8.1. Terms

Unless otherwise agreed, payments will be made in cash, without discount and in full on the day of the order.

Any facility of payment granted by the company PLATFORM PACKAGING to the purchaser in the payment of orders is revocable at any time and is not worth neither modification nor novation brought to the present general conditions.

8.2. Delay or failure

In the event of delay of payment, the company PLATFORM PACKAGING will be able to suspend all the orders in progress, without damage of any other way of action.

Any sum not paid at the due date appearing on the invoice automatically entails the application of penalties equal to three times the legal interest rate in force from the day following the date of payment indicated on the said invoice.

In addition, a fixed indemnity for collection costs of 40 euros will be due in accordance with the provisions of Articles 441-6, I paragraph 12 and D. 441-5 of the French Commercial Code.

These penalties and expenses will be exigible on simple request of the company PLATFORM PACKAGING. In the case where the expenses of recovery exposed would be higher than this fixed price, the company PLATFORM PACKAGING reserves to ask for an additional allowance on justification.

In the event of non-payment, forty-eight hours after a formal notice remained unsuccessful, the sale will be terminated by right if good seems to the company PLATFORM PACKAGING which will be able to ask, in summary proceedings, the restitution of the goods, without damage of all other damages.

Article 9. Risk

Unless otherwise expressly agreed, the goods are sold Franco - Ex Works warehouses PLATFORM PACKAGING Saint Ay, the purchaser bearing the risks, as of the forwarding of the warehouses of the company PLATFORM PACKAGING.

It results in particular that the goods travel at the risk of the purchaser to whom it belongs in the event of damage, loss or

missing, to make all reserves or to exert all recourse with the carriers responsible.

Article 10. Property reservation

The company PLATFORM PACKAGING keeps the property of the sold goods until the integral payment of the price, in principal and accessories. For this reason, if the purchaser is the subject of a recovery or a legal liquidation, the company PLATFORM PACKAGING reserves the right to claim, within the framework of the collective procedure, the goods sold and remained unpaid.

Article 11. Intellectual property

The purchaser is prohibited, except authorization express and precondition of the company PLATFORM PACKAGING, any use of its intellectual and/or industrial property rights of some manner that it is.

Article 12. Personal data

The purchaser is informed that the company PLATFORM PACKAGING, as Person in charge of treatment within the meaning of the General Data Protection regulation (GDPR), implements treatments of personal data collected near the purchaser.

These treatments have for legal basis the legitimate interest pursued by the company PLATFORM PACKAGING, the execution of precontractual or contractual measures, the respect of legal and statutory obligations and the consent of the purchaser, by the acceptance of the present general conditions of sale.

These data are likely to be communicated to the service providers and subcontractors of the company PLATFORM PACKAGING. They are not transferred towards States non-members of the European Union. If this should be the case, the purchaser will be informed as well as of the measures taken to protect the security of the data.

The data is kept by the company PLATFORM PACKAGING for the time necessary for the operations for which they were collected as well as in the respect of the regulations in force. In this respect, the data of the purchaser are preserved during the duration of the contractual relations increased by the duration of the guarantees, without damage of the obligations of conservation (in particular for the accountancy) or the periods of prescription.

The person in charge of treatment is the manager of the company PLATFORM PACKAGING. The purchaser has a right of access to the data relating to it, of correction, of interrogation, of opposition, of portability, and of erasure of the aforementioned data. The purchaser can use his rights by writing by email to contact@platform-packaging.com or by mail to Société PLATFORM PACKAGING 7 Rue Robert SCHUMANN 45130 Saint-Ay.

The purchaser is informed that he has the right to introduce a complaint to the CNIL.

Article 13. Force majeure

The responsibility of the company PLATFORM PACKAGING could not be put in place if the non-execution or the delay in the execution of one of its obligations described in the present general conditions of sale results from a case of force majeure. In this regard, force majeure is defined as any external, unforeseeable and irresistible event within the meaning of Article 1218 of the French Civil Code.

Article 14. Law applicable to the contract - Jurisdiction - Contestation

All sales operations are subject to French law to the exclusion of all others.

In the event of a dispute relating to the interpretation or execution of their agreements, the parties shall seek, before any litigation, an amicable agreement and shall communicate to each other for this purpose all necessary information.

In the absence of amicable resolution, the dispute will be brought before **the Commercial Court of Orleans, place of the registered office of the company PLATFORM PACKAGING.**

This clause shall apply even in the event of summary proceedings, incidental claims or multiple defendants or third-party claims, and regardless of the method and terms of payment, without the jurisdiction clauses that may exist on the purchasers' documents being able to impede the application of this clause, in accordance with Article 46 of the French Code of Civil Procedure.

Article 15. Language

The present general terms of sale have been drafted in several languages. In the event of any discrepancy or contradictory interpretation, the French version shall prevail.