

1. GENERAL CLAUSE – ORDERS :

The present General Conditions of Sale (hereafter the "GCS") apply to all our offers, order confirmations and deliveries of products. The sale contract is concluded on acceptance of our offer or quotation by the buyer or when the orders which are passed to us have been confirmed on our side in writing (fax, post or e-mail).

Conclusion of a sale contract implies the total acceptance without reservation of the present GCS. Any condition to the contrary raised by the buyer, indicated in its general conditions of sale or letters and/or order notes, will thus be ineffective against **ATTRACTIVE SCENT (hereafter designated "A.S.")** whatever the moment where it would be able to be brought to its knowledge, except with the express written acceptance on the part of **A.S.**

The acceptance of a provision contrary to one or more clauses of the present GCS has no effect on the validity of the other clauses, which remain applicable. The fact that **A.S.** does not prevail, at a given moment, on any one of the present clauses may not be interpreted as being equivalent to renunciation to prevail later on any one of the said conditions. It is intereught to its knowledge, except with the express written acceptance on the part of **A.S.** In the event that the present GCS are changed, the new GCS shall become applicable from their communication to the buyer to orders in progress, except in the case of legal obligation.

2. APPLICABLE LAW – ASSIGNMENT OF COMPETENCE – DISPUTES :

The present GCS and related sales are subject to and controlled by French law.

Any disputes relating to the performance and to the interpretation of our GCS will be the sole competence of the Commercial Court of Grasse, even in the case of guarantee claims, of plurality of plaintiffs or of defendants. In case of dispute, the French version only prevails.

3. DESTINATION OF PRODUCTS - TECHNICAL INFORMATION :

The sale of our products is strictly reserved to professionals registered with the commercial register and having all the skills needed to use them properly without risk to the end consumer.

Any buyer of our products, by placing an order with us, certifies implicitly to find in this case and assume to this end, the entire responsibility of products which he has ordered in complete freedom and knowledge.

The technical and sales information are all provided in good faith and reply in particular on the specifications given by our suppliers, on their knowledge and experience as well as our experience and our knowledge on the date the technical files are compiled. They are not considered to constitute any guarantee, neither commitment of our responsibility in any way.

It is the sole and complete responsibility of each buyer to ensure that our products are well suited to the intended use, and to use them strictly respecting the technical limitations as well as the regulations in force.

4. DELIVERY TIME AND PLACE :

The supply and delivery are deemed to have taken place on provision of the goods in our warehouses for the benefit of the transporter or by direct submission to the buyer to the place indicated on the order note.

The delivery times provided in our order confirmations are only given as an indication. Any delays do not entitle the buyer to cancel the sale, to refuse the goods, to reduce its price or to claim compensation after a reminder not followed up with performance within a period of notice of one month. The cancellation of the order will not be able to be requested if this delay results from an external cause or force majeure.

5. EXTERNAL CAUSES AND FORCE MAJEURE :

A.S. is released from the obligation to supply for any external causes and force majeure. Considered as external causes or force majeure is any event independent of our will and being an obstacle to our normal operation and to the delivery, in particular, but not exclusively, war, riot, total or partial strikes, floods, virus, storms and fires, ice, average or interruption of transport, energy and packaging supply, lack of provision by our suppliers, etc.

A.S. shall keep the buyer up to speed, at a convenient time, of any events mentioned above.

6. TRANSPORT :

For sales in France, all the goods travel at the risk and jeopardy of the buyer, whatever the means of transport and its conditions, post paid or in carriage forward.

For sales to abroad, the property and risks are transferred as controlled by the Incoterm agreed when ordering (according to the latest edition of Incoterms of the International Chamber of Commerce).

7. SALE PRICE :

The prices are invoiced on the basis of the rate indicated and in force at the time of the order confirmation, including packaging, except in the case of specific packaging indicated in the order. The prices indicated in our quotations and order confirmations are fixed for a period of 30 days from the compilation of the quotation, unless otherwise indicated on the quotation.

8. MEANS OF PAYMENT - PENALTY CLAUSE :

By applying Law No. 92.1442 of 31 DECEMBER 1992 and unless specific conditions have been the subject of an express agreement on our part, our invoices are payable in cash, net and on receipt.

In accordance with the article (L. 441-6 to 3 amended of the Commercial Code) the penalties for delay are applied in the case of amounts owing, would be paid after the payment date appearing on the invoice. These penalties are of a rate equal to one and a half times the statutory interest rate.

They are due without prior reminder to be counted from the date on which the invoice is due.

Non-payment of an invoice when it becomes due automatically attracts the expiry of the term and makes the payment of other invoices immediately demandable, even if they have given rise to bills already in circulation. Payment by cheques or commercial papers is not considered as payments until the date of their effective receipt.

9. CANCELLATION CLAUSE :

In case of default of payment of an invoice when it is due, **A.S.** may cancel the contract in progress by Registered Letter with Acknowledgement of Receipt or refuse to supply the order or orders still to be supplied, without indemnity on its part. In case of cancellation, the buyer shall have to pay, ipso jure, to **A.S.** the costs committed for the performance of the order as well as the value of merchandise reserved and/or still to be supplied.

10. AMENDMENT - CANCELLATION OF ORDER :

In case of reduction, or total or partial cancellation of the order, and without express agreement of **A.S.**, the buyer will have to pay, ipso jure, to **A.S.** the costs committed for the performance of the order as well as the value of goods reserved and/or still to be supplied.

11. RESERVATION OF TITLE :

The goods being the subject of the present contract are sold under reservation of title : the transfert or title is subject to payment in full, by the buyer, of the price at the agreed due date.

This provision does not impede the transfer of risks to the buyer on delivery. The supplier must keep the goods sold under reservation of title in such a way that they cannot be confused with goods of the same type from other suppliers, in particular by keeping them in their original packaging or in a separate storage area.

The buyer is prohibited from pledging them, undertakes to ensure they are kept properly at his own expense and to take out an insurance policy guaranteeing risks of loss, theft or destruction of said products for the account of which he shall vest in.

When the goods have been transformed, **A.S.** shall have to exercise his right to a claim on the transformed goods for a value equal to those of the unpaid goods, this being in accordance with Law No. 80.335 of 12/05/1980 and Law No. 85-98 of 25/01/95 and notably Article L. 621-124 of the Commercial Code.

12. GUARANTEE – CLAIMS :

The guarantee of our products is strictly limited to reimbursement or replacement of the goods that we will have recognised as faulty, with the exclusion of any costs, indemnity and compensation. The buyer must check the goods on delivery or shortly afterwards, particularly with regard to their quality.

In the event that a dispute may arise on the apparent qualities on delivery, only claims duly recorded by the reserves arising on the delivery note according to the usages of similar material will be able to be considered. No claim will be able to be received past a deadline of five (5) working days after receipt of our products; their implementation in any form whatsoever and particularly in alcohol, excluding any recourse. Also excluded from the guarantee are faults resulting from the storage or the usage of the products by the buyer under abnormal conditions or conditions not conforming to the specifications given or resulting from a normal deterioration, particularly due to storage delays on the supplier's premises.

Any return of the product must be the subject of a formal agreement between **A.S.** and the buyer. Any repossession accepted shall attract the establishment of a credit to the benefit of the buyer, after quality and quantity checking of the returned products.