

1. GENERAL

1.1 Our terms of sale are mentioned on all our commercial documents as well as our invoices. This allows a wide awareness of their existence for our customers.

Therefore, placing an order implies that the buyer fully accepts our General Conditions of Sale to the exclusion of all other documents such as brochures, catalogs, issued by OMNIPHARM which have an indicative value.

1.2 No specific condition can, except formal written acceptance from our company, prevail over our General Conditions of Sale. Any other condition set by the buyer will be, in absence of express acceptance, unenforceable against OMNIPHARM regardless of when it may have been brought to its attention.

1.3 Failure or delay by OMNIPHARM in enforcing or partially enforcing any provision of these General Conditions shall not be construed as a waiver to take later advantage of those aforementioned conditions.

2. ORDERS

2.1 OMNIPHARM is bound by orders taken by its representatives or employees only if there is a written and signed confirmation. However, acceptance may also lead to the shipping of our goods.

2.2 The minimum amount for each order is 100 Euros excl. tax.

2.3 Each order must be placed in writing by fax or by email.

2.4 The purchaser is the only one who can benefit from an order. It cannot be transferred to third parties without the agreement of our company.

2.5 Any request made by the buyer regarding the modification or the cancellation of an order, shall be taken into consideration if it is received in writing no later than 72 hours after issuance of the written and signed confirmation by OMNIPHARM.

All deposits made will only be given back in commodity value.

In any event, our company reserves the right not to accept the modification or cancellation of an initial order.

3. DELIVERY - SHIPMENT

3.1 OMNIPHARM reserves the right, at any time it considers relevant, to bring upon changes in the composition and/or manufacturing of its products without any obligation to modify products previously delivered or for orders on hand.

3.2 The delivery costs of an order are at the expense of the buyer, unless mentioned in the written order confirmation signed by OMNIPHARM.

3.3 Our delivery estimates are approximate and do not entitle the buyer to cancel the sale, refuse the goods delivered or to claim damages.

3.4 Our deliveries are contingent upon the payment of past deliveries.

3.5 All of our goods shipped including prepaid freight will be at the risk of the recipient. The transfer of any risk occurs at the time of the pick-up certificate, given to the carrier acting on behalf of OMNIPHARM or our clients. When the goods are removed by the customer himself, the risk transfer occurs when the merchandise is picked up from our warehouse.

3.6 Should the goods be damaged or missing during shipping, it is the responsibility of the recipient to notify the shipping carrier and any appeals in accordance with articles **L133-3 and L133-4** of the Commercial Code.

3.7 All claims relating to deliveries must, under penalty of inadmissibility, be made by registered letter mailed within ten calendar days after the goods are received by the purchaser or a third party.

3.8 It is the buyer's responsibility to provide justification regarding any defects or discrepancies observed. They will allow OMNIPHARM to investigate the non-compliance or apparent lack of conformity of the products delivered.

3.9 In the case that OMNIPHARM recognizes an improper or defective delivery, our liability will be limited to the replacement of all or part of the delivery without the possibility to allocate compensation for any reason whatsoever. In this case, the replacement will be done in the shortest possible time, taking into consideration our production capacity, our supply options and our other commitments.

3.10 No returns or exchanges will be accepted without prior written consent from OMNIPHARM.

3.11 The return of goods will be done under the following conditions:

- Shipping costs are at the purchaser's expense;
- Shipping charges are the responsibility of the buyer;
- The goods shipped travel at the risk of the buyer;
- The goods must be returned in their original packaging and in good condition under penalty of reconditioning fees.

In no way can the returned goods delay the payments remaining at the due dates.

4. WARRANTY

4.1 Our products are guaranteed against defects in material and workmanship until the expiry date of each product lot. This information is also shown on each product Certificate of Analysis.

4.2 Under warranty, our only obligation to the exclusion of any compensation or damages, will be the replacement at no charge of the defective goods. A prompt notice of any defect must be given by the buyer to our department, within the applicable warranty period, for approval.

5. PRICING

5.1 The prices of our products and discount conditions or rebates, can evolve and change frequently. An updated price list is made available upon request.

5.2 The applicable rates are the ones used when the customer signs their order form.

5.3 Prices are net and excluding VAT, including normal packaging, plus tax.

5.4 All duties, taxes, fees or other benefit payable under French regulations or those of a third country or a transit country are the responsibility of the importer.

6. TERMS OF PAYMENTS

6.1 Invoices are payable net, no later than thirty (30) days from the invoice issuance date.

6.2 Our invoices are payable by bill of exchange statement, bank transfer or check.

6.3 Under no circumstances may payments be suspended or be subject to any compensation whatsoever without the written and prior agreement from OMNIPHARM.

6.4 Any partial payment shall first be used to cover the oldest past-due amounts.

6.5 A buyer's credit deterioration may result in the requirement of guarantees, a cash settlement or payable draft, before taking into consideration any order received.

7. PAYMENT DEFAULT

7.1 Should payment not be made when due, OMNIPHARM reserves the right to request from the purchaser immediate payment of all due invoices including the current ones plus any banking fees.

7.2 OMNIPHARM has the right to suspend all pending orders, without prejudice to any other course of action.

7.3 In case of a litigation, the buyer must pay all recovery fees for the amount owed, including fees of public officers.

7.4 Any unpaid amount by the due date entails late penalties in an amount equal to three times the legal rate of interest.

7.5 In accordance with Article 121-II of Law No 2012-387 of March 22nd, 2012 established by Decree No 2012-115 of October 2nd, 2012, a fixed collection fee of 40 Euros will be due to every creditor in the event of late payment.

8. RETENTION OF TITLE CLAUSE

8.1 In accordance with Law No. 80-335 of May 12th, 1980, OMNIPHARM remains the ownership of the goods delivered. Failure to pay by the invoice due date may result in the claim of all the goods.

8.2 Consequently, OMNIPHARM reserves the right, without any particular formality, to take physical possession of the goods.

8.3 Until the delivered goods are paid in full, the buyer must keep these goods identifiable and separate from other property in its possession.

8.4 Despite the application of a title retention clause, the buyer will bear the burden of risk for loss or destruction upon delivery of the goods. The same is true for any risks caused by the aforementioned goods. For that purpose, the buyer will also bear the costs of insurance.

9. JURISDICTION

It is expressly agreed that commercial relationships arising from any sale between OMNIPHARM and its customers are governed by French law, and only the Commercial Court of CHAMBERY and eventually a higher French jurisdiction will have exclusive jurisdiction for any dispute. No exceptions to this provision can be granted.