

TERMS AND CONDITIONS OF SALE (CGV)

SÜDPACK Medica (hereinafter "SÜDPACK") simplified joint-stock company with a share capital of 600,000 euros, registered with the RCS of Alençon under the number 378 232 623 and whose head office is located at Les Roussiers in Coulmer (61230).

ARTICLE 1 – FIELD OF APPLICATION

All of the product orders (hereinafter "Products") issued by the client (below the "Client") for SÜDPACK are governed by these standard terms and conditions of sale (hereinafter the "CGV") with the exclusion of the Client's standard terms and conditions of purchase. The Client acknowledges that he was aware of the CGV before the establishment of the Contract and recognises that sending a purchase order implies its adhesion to the CGV.

ARTICLE 2 – ORDERING PROCESS

Establishment of the Contract: The contract between SÜDPACK and the Client (hereinafter the "Contract") shall be entered into as from the sending of an order confirmation by SÜDPACK (hereinafter the "Order Confirmation") issued on the basis of the Client's order. The order sent by the Client must contain the following notes: "Acceptance of the SÜDPACK Medica Standard Terms and Conditions of Sale, including the title retention clause". The order may be punctual or may be an "on-call order" likely to lead to successive deliveries over a defined period between the Client and SÜDPACK. SÜDPACK shall issue the Order Confirmation as soon as possible by recalling the exact description of the Products, the quantity, price and delivery deadline. In the event that the special conditions concerning the Order Confirmation might not comply with the Client's agreement, it is up to this latter to object to them within a period of five (5) days following the issuance of the Order Confirmation. Failure to object within this period, the special conditions concerning the Order Confirmation are deemed accepted.

Order modification and cancellation: any total or partial modification or cancellation of the Client's order before the Products' delivery date cannot be done without the express agreement of SÜDPACK. All of the expenses incurred by SÜDPACK due to order cancellation or modification shall be borne by the Client.

Execution of the order: SÜDPACK attached to the Order Confirmation:

- for printings, a pass for press (hereinafter the "Pass for Press") to allow the former to check that the picture, size and colours of the Products comply with its order.
- for the manufactured products, a plan (hereinafter "Plan") to check the shape, dimensions, and placement of possible printings.

The Client has a deadline of five (5) days as from the issuance date of the Pass for Press or the Plan to object to it or to validate it by returning to SÜDPACK a signed version of such document. When the deadline has lapsed and in the absence of objection from the Client, the Pass for Press or the Plan shall be deemed accepted. It is specified that differences in colour can exist between the Pass for Press or Plans and the Products due to technical constraints. Consequently, under no circumstances may such differences may be the subject of an objection from the Client.

ARTICLE 3 – MANUFACTURE

Unless expressly otherwise agreed, (i) the instruments of manufacture necessary for realisation of the Products, particularly the cylinders, plates, cutting files and forms, and (ii) flexography plates, helium cylinders and cutting shapes made for fulfilment of the Client's order remain the property of SÜDPACK. In the event that the Products reproduce a symbol (particularly a bar code), under no circumstances shall SÜDPACK be held responsible for the incompatibility of this symbol with the automatic scanners used by the Client or by the sub-buyers, unless this incompatibility is the result of a printing defect exclusively characterised and attributable to SÜDPACK.

ARTICLE 4 – FINANCIAL TERMS AND CONDITIONS

Price: The applicable price is the price mentioned in the Order Confirmation. The price of the Products is understood as DDP (Incoterms 2010 of the International Chamber of Commerce) and excluding taxes.

Terms of payment: Unless otherwise agreed and mentioned in the Order Confirmation, the date of payment is fixed on the thirtieth day following the delivery date of the Products. The invoice is payable at the SÜDPACK head office such as mentioned above. In the event of a payment made prior to the due date, it may be granted a discount whose conditions shall be mentioned on the invoice. If an order is carried out over several deliveries, each delivery shall lead to invoicing.

Late-payment penalties: Any delay or default in payment, leads to, as of right, and without prior formal notice, the immediate payment of the remaining sums owed as well as the payment of late interest payments equivalent to the interest rate applied by the European Central Bank for its most recent refinancing operations plus 10 points, to which the payment of a 15 % penalty from the amounts due is added, notwithstanding the damages which SÜDPACK reserves the right to claim. In accordance with the provisions of Articles L441-6 and D. 441-5 of the Commercial Code, any delay in payment leads to, an obligation as of right, in addition to the late-payment penalties, for the debtor to pay a €40 fixed charge to cover debt collection costs. A supplementary indemnity may be claimed by SÜDPACK, upon presentation of supporting documents, when the displayed collection costs are greater than the amount of the fixed charge.

ARTICLE 5 – DELIVERIES

Places and delivery terms: In the absence of special overriding condition, the delivery of Products in France shall be made DDP (Incoterms 2010) in the places indicated in the Confirmation Order. Any other delivery term, in particular in case of delivery outside of France, shall be determined in the Order Confirmation by reference to Incoterms 2010. The Client undertakes to unload the Products from their actual delivery date which shall be confirmed by SÜDPACK at least 48 hours beforehand. The expenses incurred by SÜDPACK due to a delay by the Client in the unloading of the Products shall be paid by the Client upon presentation of the related invoice. In the event of refusal to pay this invoice, SÜDPACK reserves the right to suspend the performance of the Contract.

Delivery times: The delivery times mentioned in the Order Confirmation are not imperative and are given for information purposes only. Failure to observe these delivery times shall not result in cancellation of the order or payment of any indemnity.

Receipt of the Products: The Client has a deadline of 10 days as from the delivery date of the Products to inspect them and check that the delivery is compliant with the Order Confirmation (lack of apparent defects). Within this deadline, the Client must imperatively notify SÜDPACK by registered letter with acknowledgement of receipt, for any claims concerning compliance of the Products delivered with the specifications mentioned in the Pass for Press or with the Plan signed by the Client, or, in the absence of the Pass for Press or the Plan, with the Order Confirmation (except for possible differences in colour or aspects mentioned in Article 2 above). Failing that, the Client will be deemed to have unconditionally accepted the Products without any reservation.

Transfer of risk: The risks of loss or deterioration of the Products as well as damage which they could cause are transferred to the Client as from the delivery date.

Tolerance: SÜDPACK shall incur no responsibility in the event that the delivered quantities may differ slightly from the quantities appearing in the Order Confirmation, provided that these variation discrepancies are not greater than 15% above or below. In such a case, the Client recognises that the subsequent manufacturing of a missing quantity may not be demanded. Similarly, no credit or refund may be claimed. In case of "on-call order", at the request of the Client, this latter has a period of 3 months to release the balance. In the absence of an appeal within this period, SÜDPACK shall be able to deliver the totality of the order immediately and invoice the corresponding sums to the Client.

ARTICLE 6 – RETURN OF PRODUCTS

No return of Products shall be accepted by SÜDPACK if it was not the subject to a prior written agreement. This agreement shall be formalized by sending a return authorisation itemising the Products, quantities, reasons and conditions returned.

ARTICLE 7 – INFORMATION ON THE COMPOSITION OF PRODUCTS

Under no circumstances shall SÜDPACK be held liable for the use of the Products made by the Client and/or for the presence in the composition of the Products of substances which are incompatible with the intended use of the Products by the Client (and notably, substances of animal origin). The Client must take all necessary measures to obtain any required information on the composition of the Products ordered from SÜDPACK and to ensure that the composition of the Products is compatible with the intended use of the Products. When placing the order, the Client must inform SÜDPACK if a specific substance shall be not be used in the composition of the Products. The composition of the Products is provided by SÜDPACK to the Client only at the Client's express request and within the limits of the information available to SÜDPACK and/or within the limits of the information obtained by SÜDPACK from its suppliers. SÜDPACK shall not be held liable for not having provided information on the detailed composition of the Products.

ARTICLE 8 – RESERVATION OF OWNERSHIP

Products being the subject of this contract are sold under reservation of ownership: the transfer of ownership is subject to full payment of the price by the client, on the agreed upon due date. In case of default in payment on the due date, SÜDPACK will take possession back of the products for which it remained the owner and shall, as it sees fit, cancel the contract by registered letter with acknowledgement of receipt sent to the client. In case of resale of the products to a third party by the client, the rules of real subrogation ("subrogation réelle") shall apply as from the foreseen payment date if full payment was not made by this date. This provision is not a bar to the transfer to the client, as from delivery, of risks relating to products in accordance with article 5 herein.

ARTICLE 9 – INTELLECTUAL PROPERTY

Under no circumstances, shall SÜDPACK be held responsible in case the execution of an order from any document supplied by the Client breach the intellectual property rights of a third party and the Client undertakes to guarantee SÜDPACK against any consequences from legal actions started against SÜDPACK to this end. Copyrights ensuing from drawings, models, tools, studies and designs realised by SÜDPACK remain the exclusive property of SÜDPACK and cannot be reproduced without its express authorisation.

ARTICLE 10 – GUARANTEE

Compliance guarantee of the compliance of the delivery (apparent defects/quantity): In the event that an apparent defect is ascertained and the Client expresses reservations during receipt of the Products under the conditions and deadlines mentioned in Article 5 above and after inspection by SÜDPACK of the non-compliance of delivery, the Products shall be replaced or reimbursed as agreed between SÜDPACK and the Client within a period of 3 months as from the receipt date of the written request sent by the Client. Any legal action or claim formulated beyond the period of 10 days as from the delivery date of the Products shall be inadmissible. Under no circumstances shall non-compliance from one part of an order be able to justify total rejection of the former.

Guarantee of the quality of the Products (hidden defects): The Products are guaranteed for a term of 5 years against hidden defects "vices cachés" as from their delivery date provided that the Products are stored under the conditions guaranteeing their integrity and provided that their usage strictly complies with their purpose. During this period, the Client shall be able to notify SÜDPACK by registered letter with acknowledgement of receipt, for any claims concerning the defectiveness of Products. After inspection of the defectiveness of Products by SÜDPACK, they shall be replaced or reimbursed, based on SÜDPACK's choice, within 3 months as from the claim date.

Exclusions: Under no circumstances, shall SÜDPACK be held responsible in case of indirect damages (particularly from damage to the goods in contact with the Products, the corporate image, the loss of turnover, etc.) suffered by the Client due to the Products. All other guarantees are expressly excluded. The guarantee granted by SÜDPACK is excluded if the Client does not immediately take appropriate measures to avoid the worsening of its detrimental effects, in particular by not putting SÜDPACK in a position to remedy the noted defects as soon as possible. In any event, the liability of SÜDPACK is strictly limited to the amount actually paid for the Products by the Client to SÜDPACK.

ARTICLE 11 – FORCE MAJEURE

In case of an event of force majeure, as defined under case law, the parties shall not be held responsible for the non-performance of their obligations originating from the Contract and performance of the aforesaid contract shall be suspended. If the event of force majeure persists beyond a term of 10 days, each of the parties shall be able, if it deems fit, to terminate the Contract as of right without indemnity, subject to sending a notification to the other party by registered letter with acknowledgement of receipt. The cancellation shall take effect one week after the receipt date of the aforementioned registered letter.

ARTICLE 12 – TERMINATION

In case of breach by one of the parties of the obligations originating from the Contract which it might not have been remedied within 10 days following the formal notice sent by the other party, this latter shall be able to cancel the aforementioned Contract as of right, notwithstanding the damages which could be requested by the victim of the breach. In case of termination of the Contract all remaining sums owed by the Client shall become immediately due and payable. Similarly, any order which shall have been confirmed by SÜDPACK before the actual termination date of the Contract shall be the subject of a delivery and must immediately be settled by the Client. In case of a significant change in economic conditions in effect during the sending of the Order Confirmation by SÜDPACK, which are likely to make fulfilment abnormally expensive for SÜDPACK (particularly the change in expenses of all kinds, increases in raw materials, etc.), the price and conditions of the aforementioned order shall be subject to revision by mutual agreement between the parties. In case of the impossibility of the parties to reach an agreement on the new conditions of the order within thirty (30) days, SÜDPACK shall have the option of cancelling the order as of right without having to pay any indemnity to the Client.

ARTICLE 13 – APPLICABLE LAW AND COMPETENT COURTS

The Contract is governed by French law and excludes the application of any International agreement. Any dispute related to the Contract, particularly as regards its interpretation or its performance, and which shall not have been resolved amicably within a period of 45 days as from its occurrence, shall be submitted to the exclusive jurisdiction of the Commercial Court of Paris even in the event of multiple defendants or third party claim ("appel en garantie").