

GENERAL TERMS OF SALE

Article 1 - General clause

All contractual relations (ordering, delivery, and payment terms) shall be subject to these general terms and conditions, which take precedence over our customers' conditions. In some cases, exceptions may be considered by mutual agreement, in writing.

Orders shall not be considered final until they have been confirmed in writing by NUTRAGROUP.

Article 2 - Delivery terms and deadlines, risk transfer

Delivery times shall be stated as accurately as possible. Possible delays, for any reason whatsoever, do not entitle the buyer to cancel the sale, nor to refuse the goods, nor to seek damages, without the express consent from NUTRAGROUP.

NUTRAGROUP is released from its delivery obligations for all cases of unforeseeable circumstances and/or force majeure, such as total or partial strikes, floods, fires, and the events of war and civil strife.

Products are sold according to INCOTERMS; for any issue involving risk transfer requirements, reference shall be made to the corresponding INCOTERMS.

Article 3 - Visible defects

Complaints about visible defects or apparent mismatch between the product delivered and the product ordered, or to the packing list, must be made in writing within three days of product arrival. The absence of such complaints within the aforesaid time shall extinguish any claim relating to defects or to the apparent mismatch of the product delivered. Regarding the quantity delivered and the net weight delivered, a tolerance of +/- 0.9% is applied for all our deliveries. Consequently, no claim can be made by the buyer if the weight delivered falls within the said tolerance.

Article 4 - Limitation of liability - nonconformity guarantee

If our contractual responsibility is brought into play, our obligation shall be limited to replacing the product in question at our own expense or to refunding the price paid by the purchaser. In no event may our liability, whatever the basis, exceed the value of the products in question.

As the products sold are natural products, NUTRAGROUP guarantees only their compliance with the specifications or features listed on the certificate of analysis accompanying each product, to the exclusion of all other warranties, whether they may be against hidden or any other defects.

It is the buyer's responsibility to perform the necessary checks in this area within fourteen days of delivery.

In case of nonconformity, the buyer will provide NUTRAGROUP with all necessary evidence, the buyer will give NUTRAGROUP every opportunity to recognize and remedy any nonconformity, and the buyer is prohibited from intervening personally or from having any third party intervene. In disputes about the existence, nature or significance of any alleged nonconformity, the parties shall agree to rely, in the first and last resort, on the final decision of an expert before the courts of Chambéry - France, appointed either by agreement between the buyer and NUTRAGROUP, or, if they disagree, on the initiative of either party, by the President of the Commercial Court of Chambéry, acting on a provisional order, with the expert's fees to be borne half each by the buyer and NUTRAGROUP.

No warranty is due if this nonconformity applies to a quantity of less than 5% of the total quantity supplied. It is expressly agreed that if the buyer does not perform the checks mentioned above within the prescribed time, or if, having done so, the buyer has used or sold the product, NUTRAGROUP cannot be held liable for damages arising from the use of the said product.

Article 5 - Price revision

NUTRAGROUP may revise the prices charged in case of rising prices of raw materials, commodities and other goods imported by the seller from relevant sources of supply, whether due to changes in parity of the euro against the currencies of account of such goods, or to any other sharp rise in the price of such goods.

Article 6 - Payment conditions

Our invoices are payable at the times and addresses indicated on our invoices.

In case of default or late payment, and forty-eight hours after unsuccessfully giving formal notice, the seller has the right to automatically cancel the sale and may require the return of the products. The buyer will be liable to NUTRAGROUP for payment of compensation for any damage suffered, and any unpaid amount will be liable for late payment interest from the due date at the rates shown on the invoices.

The buyer will also pay all costs incurred through the recovery of the sums due, including the expenses of bailiffs or others.

As of January 1, 2013, compensation recovery of 40 € will be charged by creditors in the event of late payment on each invoice in accordance with Articles L.441-3 and L.441-6 of the Commercial Code.

Article 7 - Retention of ownership

All products sold will remain the sole and exclusive property of NUTRAGROUP, without reservation, until they are paid for.

The buyer is prohibited from pledging or transferring ownership of the products by way of security.

Article 8 - Jurisdiction

The Commercial Court of Chambéry will have sole jurisdiction for any disputes relating to the implementation or interpretation of these Terms, or of any sale in general.

Article 9 - Fact sheets on the use of products

The fact sheets on the use of products supplied by NUTRAGROUP contain information resulting from the NUTRAGROUP's own research and development and reflect the NUTRAGROUP's current state of knowledge.

This information, mainly because of the multiplicity and complexity of product applications, is provided without any guarantee from NUTRAGROUP.

It is recommended that buyers conduct their own tests to verify product functions and applications in their own particular case. Moreover, it is recommended that buyers check whether proposed uses are consistent with local fraud regulations, and whether the finished product may infringe any intellectual property right regularly held by any third party.

Omnipharm SAS, Horizon Nature SAS and Nutragroup GmbH belong to Nutragroup

These General Sales conditions must be approved and signed by the Buyer :

Date :

Name :

Signature with mention « Read and approved, good for agreement» + stamp of the Company