

## GENERAL CONDITIONS OF SALE BETWEEN PROFESSIONALS

### Laboratoires Gilbert

ADMINISTRATIVE AND COMMERCIAL SERVICES  
Avenue du Général de Gaulle, 14200 Hérouville Saint-Clair, France

TEL: +33 (0)2 31 47 15 15

FAX: +33 (0)2 31 47 16 16

UNIQUE IDENTIFIER(S): REP EMBALLAGES MENAGERS : FR200418\_01TCAS  
REP PILES ET ACCUMULATEURS : FR003249\_06AXOT  
REP PAPIER GRAPHIQUES : FR200418\_03FWUY  
REP EQUIPEMENTS ELECTRIQUES ET ELECTRONIQUES : FR003249\_05ORTA  
REP MEDICAMENTS : FR200418\_08TIVU  
REP PRODUITS CHIMIQUES : FR200418\_07SNVS  
REP AMEUBLEMENT : FR003249\_10K25Z

### Article 1 – Conditions of access to the approved network

In view of its know-how, its traditions, its image and the speciality of its products and the products of its suppliers, the company **Laboratoires Gilbert** has recourse, for the marketing and the distribution of the aforementioned products, to a network of approved distributors who must permanently meet the qualitative criteria, commitments and conditions of partnership appearing in the contract of approved distribution as well as in its general conditions of sale.

The conditions of approval, detailed in the standard approved distribution contract available on request, essentially concern the layout, presentation and autonomy of the sales outlet, the professional qualifications, the outfit and number of people assigned to sales and advice in the sales outlet, the presentation and environment of the products in the sales outlet. Given the strict rules of professional ethics to which they are bound by virtue of the French public health code, dispensing pharmacists are automatically approved.

In order for an application to be considered, the outlet for which approval is sought must be in operation; in the case of a new outlet, the work must be completed. Upon receipt of the application for approval, the company **Laboratoires Gilbert** will evaluate the outlet as soon as possible to determine if it meets the quality criteria of the standard agreement.

The society **Laboratoires Gilbert** shall have the right at all times to ensure that the professional purchaser and its authorized sales outlet meet or continue to meet the requirements of the standard agreement. If they do not, the society **Laboratoires Gilbert** will notify the professional purchaser of the items not met and the time period of 3 (three) months allowed for them to be met again. In the event of further dissatisfaction, the contract may be terminated by operation of law, without prior formal notice and without refund. The termination will take effect on the date of receipt or, in the absence of receipt, on the date of first presentation of the registered letter with acknowledgement of receipt notifying the decision to terminate.

The professional purchaser commits himself not to market directly or indirectly the products proposed by the company **Laboratoires Gilbert** on its website if such a marketing would not satisfy the qualitative criteria of the standard contract. In the event of marketing on its website, the professional purchaser commits himself:

- to provide the company **Laboratoires Gilbert** the means, if necessary via a user name and a password, to reach the customer space of its website in the same way as its customers; and
- to design, install and configure a module of access to the presentation sheets of the products offered by the company **Laboratoires Gilbert** in order to allow the company **Laboratoires Gilbert** to bring itself modifications to the graphic elements of the aforementioned sheets, including but not limited to the texts, drawings, icons, images, illustrations, logos, trademarks, trade names, photographs and other elements relating to the commercialized products made available by the company **Laboratoires Gilbert**.

### Article 2 – Purpose and scope of the general conditions of sale

Any order of products irrevocably implies the acceptance without reserve by the professional purchaser and its full and complete adhesion to the present general conditions of sale which prevail over any other document of the professional purchaser (whatever the clauses which can appear there) and in particular over any general conditions of purchase, except express, written and preliminary agreement of the company **Laboratoires Gilbert** and this, whatever the moment when the aforementioned document will have been able to be brought to the knowledge of the latter.

The present general conditions of sale apply to all sales of products by the company **Laboratoires Gilbert** except specific agreement prior to the order agreed in writing between the parties. Consequently, the placing of an order by a professional purchaser implies the latter's unreserved acceptance of these general conditions of sale, unless special conditions are agreed in writing by the company **Laboratoires Gilbert** to the professional purchaser (approved distributor contract, purchase order or other).

Any other document than the present general conditions of sale, in particular catalogs, prospectuses, advertisements, notices, has only an informative and indicative value, not contractual.

### Article 3 – Intellectual property and the Internet

The marks, studies, plans, drawings, tariffs, formulae and other documents or information given or sent by the company **Laboratoires Gilbert** to the professional purchaser remain the exclusive property, as the case may be, of the company **Laboratoires Gilbert**, of the companies of the group of which the company **Laboratoires Gilbert** is a part or of the suppliers of the company **Laboratoires Gilbert**, which are the only holders of the intellectual property rights on these elements, and must be returned to the company **Laboratoires Gilbert** at its request and at the expense of the professional purchaser.

The professional purchaser undertakes not to make any use of these elements likely to infringe the intellectual property rights of the company **Laboratoires Gilbert** or of the companies of the group of which the company **Laboratoires Gilbert** is a part or of the suppliers of the company **Laboratoires Gilbert** and undertakes not to disclose them to any third party.

The company **Laboratoires Gilbert** will be able to diffuse on its website <https://www.labogilbert.com/> information concerning the professional purchaser (in particular name of the point of sale, address and telephone number) within the framework of the marketing and the distribution of products near this one. Wishing to respect as well as possible the obligation of transparency weighing on it, the company **Laboratoires Gilbert** places at the disposal its policy of confidentiality on the aforementioned website but also transmits this one on request.

## **Article 4 – Protection of personal data**

### **4.1 The purposes of the processing**

The personal data communicated by the professional purchaser at the time of the order are confidential and will be used by the company **Laboratoires Gilbert** only for the treatment of the orders and/or for the sending of mails or e-mails of information as well as to respect certain legal obligations to which the company **Laboratoires Gilbert** is subjected.

The collection of personal data is necessary for the execution of the sales contract between the company **Laboratoires Gilbert** and the professional purchaser. The professional purchaser is required to provide its personal data, otherwise the company **Laboratoires Gilbert** will not be able to fulfill its contractual obligations.

The collection of personal data is also necessary for the respect by the company **Laboratoires Gilbert** of the provisions of the French law “n°2011-2012 du 29 décembre 2011 relative au renforcement sanitaire de la sécurité sanitaire du médicament et des produits de santé” which aims at guaranteeing the independence and the impartiality of the decisions taken in health matter. Under this last point, the company **Laboratoires Gilbert** is required to communicate the existence of its links with all health professionals, students, learned societies, associations, media, etc., whether in the form of remuneration, agreements or benefits in kind or in cash, on the French public database “Transparence – Santé”. In this context, certain personal data may be published by the company **Laboratoires Gilbert** and may also be transmitted by the company **Laboratoires Gilbert** to professional bodies and to any other body authorized to receive them. All the information made public by the company **Laboratoires Gilbert** are in accordance with the regulatory provisions in force.

### **4.2 Recipients of personal data**

The controller is the company **Laboratoires Gilbert**. The access to the personal data of the professional purchaser is restricted to the employees of the company **Laboratoires Gilbert** authorized to treat them because of their functions, as well as to the providers and/or subcontractors of the company **Laboratoires Gilbert** which need this information within the framework of the execution of their service in particular with an aim of providing the professional purchaser with the products object of its order, without the authorization of the professional purchaser being necessary.

The society **Laboratoires Gilbert** shares the professional purchaser's personal data with third parties only if required by law and/or if the society **Laboratoires Gilbert** has the professional purchaser's express permission to do so.

### **4.3 Retention period of personal data**

The data processed in order to manage the commercial relationship between the professional purchaser and the company **Laboratoires Gilbert** are kept for the duration of this relationship.

At the end of this period, the company **Laboratoires Gilbert** proceeds to the archiving of these data, in accordance with the prescriptions envisaged by the French code of consumption, the French commercial code and the French civil code in order to prevent any litigation or to respect a legal obligation.

### **4.4 Rights of the professional purchaser**

In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the French Law “n°78-17 du 6 janvier 1978 relative à l'informatique, aux fichiers et aux libertés”, the professional purchaser benefits from the right to ask the company **Laboratoires Gilbert** for access to personal data, rectification or deletion of such data, or for a limitation of the processing of its data.

Under certain circumstances, the business purchaser may also have the right to data portability. This right offers him the possibility to recover part of its personal data in an open and machine-readable format. It can thus store or transmit them easily from one information system to another, with a view to their re-use for personal purposes.

The professional purchaser may also give general or specific instructions as to the disposition of its personal data after its death. The particular directives can be registered with the data controller (the company **Laboratoires Gilbert**). General directives can be registered with a trusted digital third party certified by the Commission Nationale de l'Informatique et des Libertés. The professional purchaser has the possibility to modify or delete these directives at any time.

In the event that the professional purchaser believes that its rights are not respected with regard to the protection of its personal data, it may file a complaint with the Commission Nationale de l'Informatique et des Libertés.

To exercise its rights, the professional purchaser must send its request by post to the following address: **Avenue du Général de Gaulle, 14200 Hérouville Saint-Clair, France.**

The company **Laboratoires Gilbert** also has a data protection officer whose contact details are as follows: [dpo@labogilbert.fr](mailto:dpo@labogilbert.fr).

In the case where the company **Laboratoires Gilbert** would have doubts on the identity of the professional purchaser, it will be able to ask it to prove its identity by any means.

In the event that the company **Laboratoires Gilbert** does not respond to the request made by the professional purchaser, it informs it without delay of the reasons for its inaction and at the latest within a period of 1 (one) month from receipt of the request as well as its right to file a complaint with the Commission Nationale de l'Informatique et des Libertés (CNIL), this period may be extended 1 (one) time.

## **Article 5 – Orders**

### **5.1 Définition**

By order, it is understood any order relating to the products marketed and distributed by the company **Laboratoires Gilbert** appearing on the tariff then in force of this last, and accepted by it, accompanied by the payment of the deposit possibly envisaged on the order. The orders will be able to be transmitted to the company **Laboratoires Gilbert** by postal way, by fax, by electronic mail, by telephone near the customer service representatives of the professional purchaser or directly near the representatives.

Any order must respect the standard quantities (packages) indicated on the tariff in force at the date of its placing or relate to a multiple of the aforementioned standard quantities. If not, the company **Laboratoires Gilbert** will round up the quantity ordered to the higher standard quantity or to the multiple of the higher standard quantity and will deliver and invoice the quantity thus rounded up, without the professional purchaser being able to claim any compensation or the cancellation of the order.

The taking into account of the order and the acceptance of this one are confirmed by the sending of an e-mail. The data recorded in the computer system of the company **Laboratoires Gilbert** constitute the proof of all transactions concluded with the professional purchaser.

The benefit of the order is personal to the professional purchaser and cannot be transferred without the express, written and prior agreement of the company **Laboratoires Gilbert**.

### **5.2 Modification**

The orders transmitted to the company **Laboratoires Gilbert** are irrevocable for the professional purchaser, except written acceptance on behalf of the company **Laboratoires Gilbert**.

Any request to change the composition or volume of an order placed by a professional purchaser as well as any request for cancellation will be considered by the company **Laboratoires Gilbert** only if they are made in writing (including fax) and are received by the company **Laboratoires Gilbert** before the shipment of products ordered.

If the company **Laboratoires Gilbert** does not agree to modify or cancel an order, which it is in any case always entitled to do, any advance payment paid will not be returned to the professional purchaser and will be considered as a deposit.

In the event of acceptance by the company **Laboratoires Gilbert** of a request for modification formulated by a professional purchaser, the company **Laboratoires Gilbert** will be released from the possible times agreed for its execution.

## **Article 6 – Deliveries**

### **6.1 Content**

The company **Laboratoires Gilbert** reserves the right to make at any time any modification it deems useful to the products it markets and distributes without being obliged to modify the products previously delivered or in the course of an order. In particular, it reserves the right to modify without notice or compensation the models defined in its prospectuses, advertisements or catalogs which are presented, as indicated in article 2 above, only as an indication to the professional purchaser.

### **6.2 Terms**

All deliveries are made "FCA Hérouville Saint-Clair (14200 – France)" according to the terms of the FCA clause of the Incoterms® 2020 of the International Chamber of Commerce.

If necessary, the professional purchaser shall send without delay to the company **Laboratoires Gilbert** any document attesting the exit of the French metropolitan territory of each delivery of products, so that the said document can be presented to the competent French authorities if necessary. Otherwise, the professional purchaser shall bear alone any financial and fiscal consequences (penalties, fines, etc.) that the competent French authorities could impose due to the non-presentation of said document.

### **6.3 Period**

The delivery times are given by the company **Laboratoires Gilbert** only as an indication and indicative; they depend in particular

on the order of arrival of the orders, the logistic time of reference in the profession, the manufacturing time of the ordered products and the availability of the ordered products. The company **Laboratoires Gilbert** is authorized to carry out deliveries in a total or partial way.

The company **Laboratoires Gilbert** endeavors to respect the delivery periods which it indicates according to its possibilities of supply in components, energies or others near its suppliers, of the availability of the carriers, the respect by the professional purchaser of the conditions of payment and payment of the advance payments, the absence of case of absolute necessity.

Delays in delivery may not give rise to any penalty or compensation, nor may they motivate the cancellation of the order. However, if 1 (one) month after the indicative date of delivery initially envisaged, the product was not delivered for any other cause than a case of absolute necessity or in the event of delay or suspension of the delivery ascribable to the professional purchaser, the sale could then be cancelled in full right with the request of one or the other of the parts, without letter of preliminary setting in residence and without restitution. The early termination will take effect on the date of receipt or, in the absence of receipt, on the date of first presentation of the registered letter with acknowledgement of receipt notifying the decision to terminate, without either party being able to claim any compensation for this sole fact, the penalty clauses appearing on the commercial documents of the professional purchaser being unenforceable against the company **Laboratoires Gilbert**.

#### **6.4 Storage**

The company **undefined** will store the finished products free of charge 15 (fifteen) days after the date of availability and billing. Beyond this period, the company **Laboratoires Gilbert** may charge storage fees according to the bases defined quarterly.

#### **6.5 Risks**

The transfer to the professional purchaser of the risks of loss or deterioration of the products, as well as the risks of damage that the products could cause, is carried out once they are loaded on the truck of the carrier at the exit of the warehouses of the company **Laboratoires Gilbert**, independently of the transfer of ownership, and this whatever the date of the order and the payment of this one.

#### **6.6 Transport**

The professional purchaser recognizes that it is the carrier who is responsible for making the delivery, the company **Laboratoires Gilbert** being deemed to have fulfilled its obligation of delivery when it has given the ordered products to the carrier who has accepted them without reservations. The professional purchaser has no recourse in warranty against the company **Laboratoires Gilbert** in case of failure to deliver the ordered products or damage occurred during transport or unloading.

The products travel at the risks and dangers of the professional purchaser to whom it belongs to check the state of it as of reception and, in the event of damage of the delivered goods or of missing, to carry out all the reserves necessary near the carrier, by extrajudicial act or by registered letter with acknowledgement of delivery, within a 3 (three) days maximum. A copy of the reserves will have to be addressed simultaneously to the company **Laboratoires Gilbert**.

Any delivery and/or any product that has not been the subject of reservations by extrajudicial act or by registered letter with acknowledgement of receipt within 3 (three) days of its receipt from the carrier, in accordance with Article L. 133-3 of the French commercial code, will be considered accepted by the professional purchaser.

#### **6.7 Receipt**

Without prejudice to the measures to be taken by the professional purchaser vis-à-vis the carrier as described in article 6.6 above, in the event of apparent defects or shortages, any complaint, reserve or dispute, whatever the nature, relating to the delivery and/or the delivered products, will be accepted by the company **Laboratoires Gilbert** only if it is carried out in writing, by registered letter with acknowledgement of receipt, within the time limit of 3 (three) days provided for in article 6.6 above. No complaint, reserve or dispute will be validly accepted in case of non-compliance with these formalities by the professional purchaser.

It is up to the professional purchaser to provide all the justifications as for the reality of the apparent defects or missing noticed, the company **Laboratoires Gilbert** reserving the right to proceed, directly or indirectly, with any observation and checking on the spot.

No return of goods may be made by the professional purchaser without the prior express written agreement of the company **Laboratoires Gilbert** obtained in particular by fax or e-mail. Any product returned without this agreement would be held at the disposal of the professional purchaser and storage costs would then be charged to it until complete recovery by its care. The expenses and risks of the return will be the responsibility of the company **Laboratoires Gilbert** only in the case where an apparent defect is effectively noted by this last or its agent and where this apparent defect is ascribable to it.

Only the carrier chosen by the company **Laboratoires Gilbert** is entitled to make the return of the products concerned. The professional purchaser will have to hold the products concerned at the disposal of this one. The returned goods will have to be accompanied by a good of return to be fixed on the parcel and will have to be in the state where they were delivered.

When, after control, an apparent defect or a lack is actually found by the company **Laboratoires Gilbert** or its agent and that this apparent defect or lack is attributable to it, the professional purchaser can only ask the company **Laboratoires Gilbert** the establishment of a credit to its benefit or the replacement or reprocessing of items with an apparent defect and/or the complement to fill the gaps, at the expense and choice of the company **Laboratoires Gilbert**, without the professional purchaser can claim any compensation or the resolution of the order. In any case the responsibility of the company **Laboratoires Gilbert** could not be extended to indirect damages.

The acceptance without reservation made under the conditions of paragraph 1 above of the products ordered by the professional

purchaser covers any apparent defect and/or missing; the professional purchaser cannot then oppose such a defect and/or such a missing in counterclaim to defend itself in an action for recovery of debts incurred by the company **Laboratoires Gilbert**.

The complaint made by the professional purchaser under the conditions and according to the methods described in this article does not suspend the payment by the professional purchaser of the goods concerned.

In no case may the company **Laboratoires Gilbert** be held responsible for events of destruction, shrinkage, loss or theft during transportation, even if it has chosen the carrier.

As of the reception of the products, the professional purchaser commits himself respecting and making respect the conditions of storage and transport of the company **Laboratoires Gilbert** mentioned on the packing of the products.

### **6.8 Products withdrawal/recall**

Any product for which the company **Laboratoires Gilbert** is imposed a withdrawal/recall of products/batches or decides, of its own initiative, to carry out a withdrawal/recall of products/batches will be recovered by the company **Laboratoires Gilbert** at its expense in the warehouses of the professional purchaser and will be refunded at its invoice price – discounts, rebates and refunds deducted.

### **6.9 Return/exchange of products**

Personalized products cannot be returned or exchanged. The same applies to products that have expired, have faded or are in a poor state of preservation, which must also be withdrawn from the sale.

### **6.10 Refusal of delivery**

In the event of non-payment in whole or in part of an invoice that has fallen due, the company **Laboratoires Gilbert** reserves the right to refuse to honour any current and/or future order and to deliver the goods concerned, without the professional purchaser being able to claim any compensation and without prejudice to any other right that the company **Laboratoires Gilbert** may have.

### **6.11 Financial guarantees**

All the orders which the company **Laboratoires Gilbert** agrees to carry out are it taking into account the fact that the professional purchaser presents the sufficient financial guarantees and that it will effectively regulate the sums due to their expiry, in accordance with the French legislation. Also, if the company **Laboratoires Gilbert** has serious or particular reasons to fear difficulties of payment on behalf of the professional purchaser at the date of the order or after this one, or if the professional purchaser does not present the same guarantees as at the date of acceptance of the order, the company **Laboratoires Gilbert** can subordinate the acceptance of the order or the continuation of its execution to the provision, by the professional purchaser, of guarantees in the profit of the company **Laboratoires Gilbert** or to a payment before shipment.

The company **Laboratoires Gilbert** will also have the faculty, before the acceptance of any order, like during execution, to require of the professional purchaser communication of its accounting documents, and in particular of the accounts of result, even provisional, allowing it to appreciate its solvency.

In case of refusal by the professional purchaser of the payment before shipment, or without any sufficient guarantee being proposed by this last one, the company **Laboratoires Gilbert** will be able to refuse to honour the order(s) placed and/or accepted and to deliver the goods concerned, without the professional purchaser being able to claim any compensation.

## **Article 7 – Tariff – Price**

### **7.1 Tariff**

The company **Laboratoires Gilbert**'s tariff applies to all professional purchasers of the same category of the latter, on the same date. It may be revised during the year. Any tariff modification will be automatically applicable on the date indicated on the new tariff.

### **7.2 Price**

The prices to be paid by the professional purchaser are those appearing on the tariff in force at the day of the placing of the order, and, if necessary, in the specific commercial proposal addressed to the professional purchaser. However, in the case where the professional purchaser asks for the delivery of its order at a date posterior to the date of end of validity of the aforementioned tariff, the company **Laboratoires Gilbert** reserves the right to apply the prices appearing on the tariff in force at the day of the delivery. The prices are always exclusive of taxes, products delivered "FCA Hérouville Saint-Clair (14200 – France)" according to the terms of the FCA clause of the Incoterms® 2020 of the International Chamber of Commerce.

## **Article 8 – Terms of payment**

### **8.1 Invoicing**

An invoice is established for each delivery and delivered at the time of this one unless a delivery order was delivered in which case, if good seems to the company **Laboratoires Gilbert**, a summary invoice, referring to all the delivery orders issued during the same month, will be established at the latest at the end of this same month and addressed, except contrary request of the professional purchaser, at the place of delivery of the products.

### **8.2 Payment**

Invoices are payable in full on the day of delivery of the products under the conditions defined in the article "Deliveries" above, and as indicated on the invoice given to the professional purchaser, at the address: **undefined**.

The company **Laboratoires Gilbert** does not practice discounting.

Only the effective cashing of the drafts or raised bill of exchange will be considered as full payment in the sense of the present general conditions of sale.

### 8.3 Non-payment on due date

Any sum not paid on the due date will give rise to:

- the payment by the professional purchaser of late penalties whose annual interest rate is set at the higher of the following 2 (two) rates: 5% (five percent) or 3 (three) times the legal interest rate, which rate applies to the total amount unpaid, all taxes included; pursuant to Article L. 441-10 II of the French commercial code, these penalties are automatically payable without the need for a reminder; and
- the payment of the fixed compensation for recovery costs set by Article D. 441-5 of the French commercial code at 40 (forty) euros; and
- the payment of an additional indemnity if the collection costs incurred are higher than the amount of the above-mentioned fixed indemnity; and
- the increase of the amount due of all other costs caused by the delay without prejudice to any damages that the company **Laboratoires Gilbert** reserves the right to claim; and
- if necessary and if the company **Laboratoires Gilbert** wishes it, to the immediate payment by the professional purchaser of the whole of its due invoices.

In addition, the company **Laboratoires Gilbert** reserves the faculty to seize the competent court so that this one makes cease this non-fulfilment, under daily penalty per day of delay.

### Article 9 – Reservation of title

The transfer of ownership of the delivered products is suspended until full payment of the price of these by the professional purchaser, in principal and accessories, even in case of granting of payment deadlines. Any clause to the contrary, in particular inserted in the general conditions of purchase, is deemed unwritten.

By express agreement, the company **Laboratoires Gilbert** will be able to enforce the rights it holds under this retention of title clause in its name and on its behalf and/or in the name and on behalf of its suppliers, for any of its outstanding debts that remain partially or totally unpaid, on all of its products and/or the products of its suppliers in the possession of the professional purchaser, these being conventionally presumed to be those unpaid, and the company **Laboratoires Gilbert** will be able, rightfully and without formality, to take again them or to claim them in compensation of all its unpaid invoices, with the expenses, risks and dangers of the professional purchaser and without damage of its right of resolution of the sales in progress.

Any deposit paid by the professional purchaser will remain acquired by the company **Laboratoires Gilbert** as a lump sum compensation, without prejudice to all other actions that it would be entitled to take against the professional purchaser.

However, the risk of loss and deterioration shall pass to the professional purchaser upon delivery of the ordered products. During the period of retention of title, the professional purchaser shall insure, at its expense, the unpaid goods against any damage suffered or caused by them, until full transfer of ownership, the insurance policies must mention the ownership of the company **Laboratoires Gilbert** or suppliers of the latter. The professional purchaser is obliged to justify it to the company **Laboratoires Gilbert** at the time of the delivery. Otherwise, the company **Laboratoires Gilbert** would be entitled to delay the delivery until the presentation of this proof.

The professional purchaser may only resell the unpaid products in the normal course of business. In no may it case pledge, grant a security interest, offer as collateral or transfer the ownership of its unpaid stocks as a guarantee.

The professional purchaser must immediately notify the company **Laboratoires Gilbert** in case of seizure or any other intervention of a third party or of transfer or pledge of its business.

If the professional purchaser resells the products before full payment, he will be deemed to have resold on behalf of the company **Laboratoires Gilbert**; the deposits already paid by him will then be automatically offset against the sums owed to the company **Laboratoires Gilbert** for the sale made on his behalf.

The company **Laboratoires Gilbert** may also require, in case of total or partial non-payment of an invoice on the due date, the resolution of the sale and the reclamation of the products delivered after sending a simple formal notice, the return costs being borne by the professional purchaser and the payments made remaining acquired to the company **Laboratoires Gilbert** as a penalty clause. Similarly, the company **Laboratoires Gilbert** may unilaterally, after sending a notice of default, draw up or have drawn up an inventory of products it has invoiced still in possession of the professional purchaser, who undertakes to leave free access to its warehouses, stores or other for this purpose, ensuring that the identification of such products is always possible.

In the event of the opening of insolvency proceedings, to the extent permitted by law and subject to any applicable public policy provisions, outstanding orders will be automatically cancelled and the company **Laboratoires Gilbert** reserves the right to reclaim the goods in stock.

The above provisions do not prevent the transfer to the professional purchaser of the risks of loss or deterioration of the goods subject to retention of title as well as the damage they may cause, as soon as the goods are shipped.

The benefit of the present retention of title clause will be automatically transmitted to any third party subrogated in the rights, actions and privileges of the company **Laboratoires Gilbert** under its claim.

## **Article 10 – Warranty against hidden defects**

The defects and deteriorations of the delivered products attributable to the professional purchaser or its agents, in particular consecutive to abnormal conditions of storage and/or conservation at the professional purchaser or its agents, in particular in the event of accident of some nature that it is, will not be able to open right to the guarantee of the latent defects which could be due by the company **Laboratoires Gilbert**.

Under the warranty of latent defects, the company **Laboratoires Gilbert** will only be required to replace or reprocess without charge the defective or damaged goods or the establishment of a credit, at the option of the company **Laboratoires Gilbert**, without the professional purchaser can claim any compensation or resolution of the order.

The company **Laboratoires Gilbert** guarantees only its own products against the hidden defects, in accordance with the law, the uses, the jurisprudence and under the following conditions: the guarantee applies only to the products which became regularly the property of the professional purchaser and of which, if necessary, the deadline of consumption or the date of minimal durability indicated on the packing is not exceeded. It is excluded if the products have been used under abnormal or unforeseen conditions of use or performance and if the professional purchaser fails to comply with the conditions of storage and transport of the products as mentioned on the packaging.

## **Article 11 – Force majeure**

Events beyond the control of the parties, which they could not reasonably be expected to foresee and which they could not reasonably avoid or overcome, shall be considered as force majeure or fortuitous events, insofar as their occurrence renders the performance of the obligations totally impossible.

Are in particular assimilated to cases of force majeure or fortuitous discharging the company **Laboratoires Gilbert** of its obligations: strikes of all or part of its personnel or its usual carriers, lockouts, fires, floods, storms, wars, riots, production stoppages due to fortuitous breakdowns, epidemics, administrative decisions, thawing barriers, roadblocks, strikes or supply disruptions on the part of any of its suppliers for a cause not attributable to it.

In such circumstances, the company **Laboratoires Gilbert** will notify the professional purchaser in writing, including by fax or email, the contract of sale between the company **Laboratoires Gilbert** and the professional purchaser being suspended automatically without compensation, from the date of occurrence of the event.

If the event were to last more than 30 (thirty) days as from the date of occurrence of this one, the sale contract concluded by the company **Laboratoires Gilbert** and its professional purchaser will be able to be cancelled automatically by the most diligent part, without letter of preliminary setting in residence and without restitution.

Such termination shall take effect on the date of receipt or, in the absence of receipt, on the date of first presentation of the registered letter with acknowledgement of receipt denouncing the said sales contract, without either party being entitled to claim damages.

## **Article 12 – Hardship clause**

In the event of a change in circumstances of an economic nature, unforeseeable at the time of the conclusion of the sale, and foreign to the company **Laboratoires Gilbert** and/or the professional purchaser, which would have the effect of upsetting the economic bases of the commercial relationship existing between the parties to the point of making it seriously prejudicial and/or difficult for one and/or the other of the parties to perform their obligations, the parties undertake to renegotiate the financial conditions in a spirit of cooperation and fairness with a view to returning to a position of equilibrium comparable to that which existed before the occurrence of this change in circumstances.

The parties agree to meet no later than 8 (eight) days after the date of receipt or, in the absence of receipt, the date of first presentation of the registered letter with acknowledgement of receipt sent by one of them to the other and formulating a request for renegotiation.

The renegotiation shall not exceed 30 (thirty) days and the parties agree that the renegotiation shall be carried out in good faith and in particular without any wrongful conduct impeding the renegotiation. During this period, the commercial relationship will continue under the conditions applicable before the change of circumstances.

If no agreement is reached at the end of the renegotiation period, the commercial relationship will be terminated by operation of law at the request of either party, without prior formal notice, without any right to restitution and without either party being entitled to claim any compensation. Such early termination shall take effect upon expiration of a 30 (thirty) day notice period.

Obligations owed by either party prior to the occurrence of the change in circumstances shall be performed under the terms and conditions applicable prior to such occurrence.

## **Article 13 – Election of domicile**

The election of domicile is made by the company **Laboratoires Gilbert** at its registered office.

#### **Article 14 – Attribution of jurisdiction**

Any dispute concerning the application of the present general conditions of sale, their validity, their interpretation, their execution, the sales contracts concluded by the company **Laboratoires Gilbert** or the payment of the price, will be brought before the commercial court of Caen (14000 – France), whatever the place of the order, the delivery and the payment, the method of payment, and even in the event of call in guarantee, of plurality of defendants, of procedure of urgency or of conservatory procedure, in summary procedure or by request.

Bills of exchange do not novate or derogate from this jurisdiction clause.

In addition, in the event of legal action or other debt collection action by **Laboratoires Gilbert**, the costs of the court summons as well as attorney's and bailiff's fees and all ancillary costs shall be borne by the defaulting professional purchaser, as well as costs related to or arising out of the professional purchaser's failure to comply with the terms of payment or any other obligation resulting from the sale.

#### **Article 15 – Non-waiver**

If the company **Laboratoires Gilbert** does not avail itself at a given time of any of the clauses of these general conditions of sale can not be interpreted as a waiver to avail itself later of the said clause.

#### **Article 16 – Applicable law**

Any question relating to the present general terms and conditions of sale as well as to the sales it govern, which would not be dealt with by the present contractual stipulations, will be governed by French law to the exclusion of the rules of conflict of laws rules which could lead to the designation of another applicable law and of the material rules resulting from the international conventions.