



GENERAL CONDITIONS OF SALE

www.dexa-group.com

The contractual version of our general terms and conditions of sale is the one written in French.

As of June 1st 2010, general conditions of sale governed by Article L441-6 of the Commercial Code and in accordance with article L111-1 of the Consumer Code.

Article 1: APPLICATION OF THE CONDITIONS

The Seller is www.dexa-group.com, DEXA SARL Company, whose head office is located at 1 rue de Plaisance F-41200 ROMORANTIN LANTHENAY, registered in the Trade and Companies Register of Blois under number RCS 750 312 472. The Buyer, as defined below, is any legal person, company, firm, using the signatory website www.dexa-group.com and accepting these terms of sale. The general conditions of sale apply exclusively to all sales concluded by www.dexa-group.com, both for its own account and on behalf of its principals. All other conditions bind the Seller only after its written confirmation. The information provided on the site www.dexa-group.com for catalogs, photographs, price lists, notes, etc... are given as an indication only and can as such be modified by the Seller without notice. The mere fact of placing an order or accepting an offer from the Seller involves the unconditional acceptance of these general conditions of sale. These general conditions of sale can be modified at any time without notice by www.dexa-group.com, the changes are then applied to all subsequent orders. www.dexa-group.com may need from time to time to modify some of the provisions of its general conditions of sale, so we strongly recommend the Buyer to read them before each final confirmation of order. The Buyer is fully aware that its agreement on the content of these general conditions of sale does not require physical or electronic signature of this document, to the extent that the Buyer wishes to order the products presented through the e-shop www.dexa-group.com. The Buyer is deemed to accept without reservation all the provisions of these general conditions of sale.

Article 2: ORDERS

Offers are valid within the limits of stocks available at our production partners. In case of quotation, the offer will remain valid for seven days unless otherwise stipulated. French and English are the only languages proposed for the completion of the order. We take great care when putting on line information and essential characteristics of the products, in particular thanks to the technical descriptions issued by our regular suppliers and pictures illustrating the products. The information, images and photos contained on this website are not contractual and may contain errors.

Some products are exclusively reserved for the sale to an "Identified Brand" belonging to a company that owns the intellectual property for the creation of this product and which has mandated DEXA to sell this equipment. In no event DEXA will sell such products to a company not approved by these principals. When creating the account, DEXA will check the accreditation of the prospective buyer with its principal. DEXA reserves the right not to provide an opportunity for a company to buy a product if its identity is not fully established by the principal.

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2-1: DESCRIPTION OF THE PRODUCTS

The main characteristics of the products are shown in the product information, generally containing a picture of the product and describing its features. The photos of the products are here to support the text but are not contractual. In case of errors, the responsibility of www.dexa-group.com may in no event be initiated. The detailed sheet of the product is the sole contractual source. Our suppliers may change the technical composition of the products without prior notice. www.dexa-group.com is entitled at any time to update and improve its technical sheets or to remove its products and / or peripheral products from the sale.

2-2: AVAILABILITY OF THE PRODUCTS

In case of unavailability of an ordered product, www.dexa-group.com can provide a product of equivalent quality and price. Our offers are subject to availability from our suppliers. We undertake to keep you informed within eight days by e-mail and to specify a lead time for this product if not available after placing your order. In case of partial unavailability of products, www.dexa-group.com will ship the products when all ordered products are available. Any partial delivery required by Buyer generates extra logistics costs borne by the Buyer.

In case of unavailability of an ordered product, especially because of our suppliers, the Buyer will be informed at the earliest and will be able to cancel the order. The Buyer will have the option of requesting the reimbursement by check of the amounts paid within 30 days of payment at the latest, or to wait for the availability and delivery of the products.

2-3: STEPS TO CONCLUDE THE ORDER

When placing the first order on www.dexa-group.com, any new buyer shall create an "account". A username or "login" with a password of at least six alphanumeric characters will be requested. At each validation of order, you will be directed to your account via a secure connection pointing out the contents of your order. Your order will only be definitely registered after you have filled in the different required information and after final validation. When you register your order by selecting a payment method, the sale is deemed concluded. The validation of order from the Buyer constitutes an electronic signature which has, between the parties, the value of a handwritten signature. Law n° 2000-230 dated March 13th, 2000 adapting the law of evidence to information technologies and related to electronic signatures, Article 1316-1 of the Civil Code, relating to electronic signatures. www.dexa-group.com reserves the right to cancel or refuse any order from a Buyer with whom there is a dispute over payment of a previous order.

2-4: CANCELLATION OF ORDER

The order placed on our website www.dexa-group.com is automatically canceled if no payment is received. As soon as the Buyer has validated his order, he is deemed to have accepted knowingly and without restrictions or reservations these general conditions of sale, prices, volumes and quantities of products offered for sale and ordered. The Buyer's order shall be confirmed by www.dexa-group.com by e-mail. The sale will only be considered final after the sending of this confirmation email and receipt of the full price. www.dexa-group.com recommends the Buyer to retain this information on paper or electronically.



Article 3: PRICES

The prices mentioned on the website www.dexa-group.com are in euros (€), excluding shipping charges and technical costs which will be indicated before the validation of the order. The prices listed on your order after its validation and its registration are firm and final. If prices decrease after you place your order, in no way we will be able to provide you with compensation. If prices increase, we are committed to deliver you at the price agreed at the date of the order.

Prices are exclusive of VAT. VAT is not applicable, in accordance with Article 293 B amended by Law n ° 2009-1674 dated 30th December 2009 - art. 18 (V) of the General Tax Code. Our prices are quoted net without discount, ex works Romorantin, including packing. Payment of the full price must be made when ordering. At no time payments can be considered as deposits or down payments. The receipt of the full amount of the order will be made at the time of validation of the order.

The products are only for sale to companies.

Article 4: DELIVERY

The products are delivered to the address specified by the Buyer when ordering. The Buyer shall verify the completeness and adequacy of information he provides. Our delivery times are quoted in working days, they are indicative and to be considered once the order is confirmed. A delay in delivery cannot give any right to any compensation or penalty whatsoever. We encourage you to notify us any delay in delivery of more than seven days in order to allow us to start an investigation with the carrier. The investigation period may vary from one to three weeks, depending on the carrier. If the parcel is found during this period of investigation, it will be forwarded immediately to your delivery place. During the investigation period, no refund, no credit note or return of substitute goods will be made. It is expressly agreed that any circumstance of force majeure, preventing the delivery, may not be attributed to www.dexa-group.com. Are considered as cases of force majeure or exceptional events by the law: lock-out, strike, partial or total work stoppage at www.dexa-group.com or at its suppliers or service providers, epidemic, war, requisition, fire, flood, interruption or delay in transportation, legal or administrative measures preventing, restricting, delaying or prohibiting the manufacture or importation of goods, etc.. The Seller is released from any liability to the delivery. The Seller will timely inform the Buyer of cases and events listed above. In all cases, the timely delivery may only occur if the Buyer is current on its obligations to the Seller for whatever cause.

Article 5: TRANSPORT

For the countries identified by our logistical tariff, the transport cost is indicated at the time of the transaction. For other countries, we will send you the price of transport within 2 days and you will be asked to confirm your order. In the case of this validation, payment will become effective subject to the validation of the bank. The shipping charges are based on the weight carried. In case you want to organize the transport by yourself, simply let us know and we will inform you of the provision date.

Given the wide disparity according to the product, to the value relative to the weight, as well as the diversity of distances depending on the destination, all prices have been calculated without transport costs.



Except where expressly stated otherwise, www.dexa-group.com freely chooses the carrier. www.dexa-group.com supports the risks related to transport until the delivery, i.e. until physical handing-over of the goods to the consignee indicated at the time of the order or to its representative which accepts it, provided that the Buyer checks the goods upon receipt and in the presence of the driver and indicates if necessary, in writing on the freight bill or on the consignment note, the damages noticed according to the procedure below. As an exception, the risks link to transportation, including loss, damage or theft, shall be borne by the Buyer if it is a professional. You shall refuse delivery if the parcels or the goods are damaged, missing or if the package has been opened or refurbished. In case of loss or damage, you shall make accurate and detailed written reservations on the carrier's transport document in his presence or in the presence of his employee (The mentions like "Subject to unpacking" or "Subject to inspection" have no value). You shall then send your complaint to the carrier in writing, by registered letter with acknowledgment of receipt showing the specific references made on the transport document, within three clear days of delivery. To help you in these steps, please contact us via the page "Contact Us". The merchandise unconditionally accepted by the Buyer upon delivery and / or if no mail is sent to the carrier within three clear days, is deemed arrived in good conditions and in its entirety. No claim may be supported by www.dexa-group.com and its responsibility may not be engaged. For any questions or problems you may encounter, please contact us via the "Contact Us" section.

Article 6 : CLAIMS, WARRANTIES, RETURNS

For any claim, please contact us through the "Contact Us" section of our website. All claims for defective goods delivered, for an inaccuracy in the quantities or erroneous references compared to the accepted offer or to the order confirmation of the Seller must be made to the Seller by registered letter with acknowledgment of receipt within 48 hours after receipt of the goods, not neglecting if necessary, and in accordance with Article 5 of the present general conditions of sale, remedies against the carrier otherwise the Buyer's right to claim cease to be acquired. All returns require prior approval from www.dexa-group.com, which can be obtained via the "Contact Us" section. Failing this agreement, the goods will be returned to you at your expense and risk, all transportation, storage and handling costs at your own expense. After getting this agreement, the Buyer has a period of five full days to perform the return of the defective goods at www.dexa-group.com. The goods shall always be returned with a copy of the invoice. All defective products shall be returned in its original packaging and shall include the whole item and its accessories together with all documents, warranty certificate (unfilled), sheets... Any product incomplete, damaged and/or whose original packaging has been damaged, will be refused and won't be exchanged or refunded. In accordance with Article 4 of Decree No. 78-464 dated March 24th 1978 pursuant to Article 35 of Law 78-23 dated January 10th 1978 on Consumer Protection and on Information of Consumer of products and services regarding unfair terms, the provisions of these general conditions of sale shall not deprive the Buyer of the legal guarantee which obliges the Seller to protect him from any consequences resulting from latent defects of the item sold.



The Buyer is expressly informed that www.dexa-group.com is the producer of some products or is not the producer of the products presented on its website, within the meaning of the Act L98-389 dated 19th May 1998 on liability for defectives goods. Accordingly, in case of damage to an individual or to a property by a defective product, sole the manufacturer of this defective product can be held liable by the Buyer. The goods we sell, as reseller, follow the manufacturer's guarantee scheme that we agree to abide after the agreement of the latter. In no way a claim may release the Buyer from its obligation to pay the invoice within the agreed time frame. Eventual refund or credit notes are provided when the goods, for which the dispute has been duly recognized and accepted by www.dexa-group.com, are received. The incurred costs for returning the goods for any reason whatsoever shall be the sole responsibility of the Buyer. No postage due returns will be accepted.

The products manufactured according to Buyer's specifications or customized products, marking, drawing, screen printing or all merchandise within the scope of Article L121-20-2 of the Consumption Code, as amended by order No. 2005-648 of 6th June 2005 - Art. 1 of the Official Journal dated 7th June 2005, effective on 1st December 2005, will be neither taken back nor exchanged nor refunded. No claim may be entitled to any compensation or penalty whatsoever.

Article 7: CUSTOMIZATION AND MARKING

In some cases, marking or screen printing can be done in several colors. We specify that it may vary depending on the materials and on the marking technique used. The preparation of each different text, of each different drawing will be charged to you on the basis of the price applicable at the date of the order. This invoicing process is valid for each order or renewal of order. This flat- amount is fixed regardless of the number of items ordered with the same marking. Before the final printing of the products ordered, you will be submitted a "final proof" for approval. The approval of this final proof releases us from any liability, since this final proof is used to make a last check of the texts and drawings before final printing. Our delivery times are confirmed only upon receipt of this Final Proof accepted by the Buyer. We disclaim all responsibility on the property of the markings we reproduce on behalf of the Buyer. With or without indication, it is up to the Buyer to do the relevant prior art searches and ensure that they have no similarity with the existing ones. Therefore, any direct or indirect damage that we would face in case the Buyer fails to respect other people's rights will be borne and compensated by the Buyer.

Article 8: RIGHT OF WITHDRAWAL, RESERVED FOR INDIVIDUALS

The website www.dexa-group.com is not accessible to individuals.

www.dexa-group.com is a commercial site only reserved for legal persons, companies and corporations. By creating an account, www.dexa-group.com reserves the right not to accept a customer if the identity of the company is not well established.

The right of withdrawal is only available to individuals; in no way it applies to a professional or a holder of a company registration number, in accordance with applicable law.



Article 9: RETENTION OF TITLE

Pursuant to Law n° 80-335 of May 12th 1980 on the effects of retention of title clauses in contracts of sale, the goods to be delivered and invoiced to the Buyer shall remain the property of www.dexa-group.com until full payment of the price. Failure to pay may result in claims for the goods by www.dexa-group.com, restitution shall be immediate and the goods shall be delivered at the expense and risk of the Buyer. During the period from the delivery to the transfer of ownership, the risks of loss, theft or destruction and damage that may result from Buyer shall be borne by this latter. The Buyer agrees, in case of insolvency proceedings affecting his business, to actively participate in the establishment of an inventory of goods in stock and for which the Seller claims ownership. Otherwise, the Seller shall be entitled to make note the inventory by a bailiff at the expense of the Buyer. The Seller may prohibit the Buyer to proceed with resale, processing and incorporation of goods in case of late payment. If the goods are sold in the meantime, it is up to the Buyer to transfer us the debt and if regulations on these debts are made, the receptions shall be sent to us. To ensure payments not yet made, including the balance of the Buyer's account in the accounting records of the Seller, it is expressly stipulated that the rights relating to goods delivered but unpaid shall shift to identical goods coming from the Seller in stock at the Buyer, without the need to allocate payments on a sale or a determined delivery.

Article 10 : CANCELLATION CLAUSE

In the event of non-compliance with any of the obligations of the Buyer by the latter, the sale shall be automatically canceled and the goods returned to Seller at his own discretion, without prejudice to any damages that the Seller may claim against the Buyer, within a period of 48 hours after the formal notice remained void. In this case, the Seller is entitled to charge the Buyer a lump sum of 10% of the sale amount.

Article 11: PAYMENT

Any payment made to www.dexa-group.com shall not be considered as a deposit or a down payment.

11.1: PAYMENT METHODS

Payments shall be made so that the Seller may dispose of the sums due on the day indicated on the invoice. The payment shall be made, unless special provisions on the website www.dexa-group.com:
- By credit card (with a validity of at least one month for a cash payment and six months in case of payment by installments). Credit card information entry is made via a secure server to ensure the security and confidentiality of information provided during the banking transaction.

11.2 : LATE PAYMENT

All invoices are payable cash.

The Buyer can never, on the basis of a complaint made by him, withhold all or part of the sums due by him nor operate a compensation.



If recourse through litigation, the Seller is entitled to claim from the Buyer the reimbursement of expenses of any kind related to the lawsuit. Decree No. 2012-182 of 7th February 2012 establishing the legal rate of interest for the year 2012.

11.3 : SUPPORTING INFORMATION

For reasons relating to prevention of fraud, www.dexa-group.com reserves the right, in order to accept an order, to ask you to pre-register and to justify your identity, company name, place of head office, registration number and the payment method used. In this case, your order will be processed upon receipt of these documents. We reserve the right to cancel your order if we don't receive these supporting documents or if we receive some documents deemed non-compliant.

Article 12: WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT (WEEE DIRECTIVE)

For equipment excluded from the scope of Decree No. 2005-829 of 20th July 2005 relating to the composition of electrical and electronic equipment and the disposal of waste from this equipment, and in accordance with Article L541-2 of the Environmental Code, it is up to the holder of the waste to ensure or to make sure of the disposal. For equipment covered by this Decree, and in accordance with Article 18 of Decree 2005-829, the organization and financing of the removal and of the treatment of waste electrical and electronic equipment, to which the present contract applies, are transferred to the Buyer who accepts them. The Buyer shall ensure the collection of the equipment, its treatment and its recovery in accordance with Article 21 of this Decree. The above mentioned requirements shall be transferred by the successive buyers to the end user of electrical and electronic equipment. Failure by the Buyer to fulfill its obligations under this provision can cause the application of penalties against him, as laid down in Article 25 of Decree 2005-829.

Article 13: INTELLECTUAL PROPERTY

All elements of the website www.dexa-group.com, whether visual or audio, text, layouts, illustrations, pictures, documents and other items, including the underlying technology, are protected by copyright, trademarks and patents. They are the exclusive property of www.dexa-group.com. Any copy, adaptation, translation, representation or modification of all or part of the website is strictly prohibited without the prior written consent of www.dexa-group.com. Any reproduction, even partial, of parts of the website www.dexa-group.com without our written permission is prohibited, in accordance with the law n° 57-298 of March 11th 1957 on literary and artistic property and amended by law No. 2009-669 of June 12th, 2009 - article 21 of the Code of Intellectual Property. Except as provided in Article L122-5 of said Code and which constitute an infringement punishable under the Penal Code.

Article 14: DATA PROCESSING AND CIVIL LIBERTIES

The information requested to the Buyer is required to process the order and will be communicated to suppliers, contractual partners of www.dexa-group.com involved in the execution of this order. Pursuant to Law No. 78-17 of January 6th, 1978 relating to Information Technology, Files and Civil Liberties, consolidated version dated May 14th 2009, you have opposition rights (Article 26), access rights (Articles 34 to 38) and rectification rights (Article 36) to any data that might concern you. You may thus require to rectify, complete,

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clarify, update or delete the information about you which is inaccurate, incomplete, ambiguous, outdated or whose collection, use, disclosure or storage is prohibited. If you wish to exercise this right, please write to us on our page called "Contact Us".

Article 15: IT ISSUES

The Buyer is acquainted with the characteristics of internet network including the possibility of binding interruption, server failures, electrical problems or others (the list is not exhaustive). www.dexa-group.com shall not be held responsible for the consequences of such events and shall be released from any obligation towards the Buyer. No claim may give the right to any compensation or penalty whatsoever.

Article 16: NO PARTIAL VALIDATION

If one or more provisions of these general conditions of sale are held to be invalid or declared as such under any law, decree, regulation or following a final decision of a competent court, the other provisions shall remain in full force and effect.

Article 17 : APPLICABLE LAW

These general conditions of sale are subject to French law. The application of the Vienna Convention on the International Sale of Goods is expressly excluded. Registers and computerized files of www.dexa-group.com will be considered by the parties as proof of communications, orders, payments and transactions between the parties, unless proven otherwise. Any dispute on the establishment, the execution and termination of contractual obligations between the parties which cannot be settled amicably will be submitted to French courts. The fact for www.dexa-group.com to not take advantage at some point of one of the clauses of these general conditions of sale may not constitute a waiver of later invocation of said provisions.

Article 18: JURISDICTION CLAUSE

Any dispute or disagreement, whatever the nature or the cause, relating to these general terms and conditions and the website shall only be settled by the Courts of Blois, France, even in case of appeal, claim for contribution from a third party or a plurality of defendants. Bank drafts, acceptances, money orders, delivery conditions shall bring neither novation nor exemption from this clause.