

TERMS AND CONDITIONS OF SALE

1. **General Provisions**
- 1.1. These terms and conditions of sale (the « Conditions ») apply to all orders made by the purchaser of goods or services from Arpadis UK Limited (the "seller") and to all and any sales' agreements of the seller, including any and all ancillary service provisions. The Conditions exclude, except if accepted in writing by the seller, any and all general or particular conditions of the purchaser.
- 1.2. By signing the order or the agreement or by accepting the written confirmation of the order, the purchaser expressly acknowledges having read and accepted these Terms and Conditions.
- 1.3. Only the English version of these Terms and Conditions shall be applicable.
2. **Orders**
- 2.1. Any orders shall bind the seller only after their written confirmation.
- 2.2. Any modifications made by the purchaser to its order or to the seller's offer shall only be valid if accepted and confirmed in writing by the seller.
3. **Delivery dates**
- 3.1. Except if otherwise specified, the delivery dates or the dates for the ancillary service provision are purely indicative. Delays shall not entitle the purchaser to terminate the order or the agreement or to claim for damages.
- 3.2. In case a delivery date is binding, it must be clearly indicated and accepted in writing by both Parties. Even in such cases, the following circumstances shall exempt the seller from responsibility:
 - * force majeure cases;
 - * the failure of the buyer to meet the payment terms;
 - * in any case of modification to the order by the purchaser;
 - * if the purchaser fails to provide to the seller the requested relevant information within the deadline.
4. **Deliveries - Transport**
- 4.1. Except if otherwise specified, the goods are considered delivered when they are put at the disposal of the purchaser or made available to the appointed carrier at the place indicated by the seller. The purchaser thereafter bears the risks related to the transport and custody of the goods either as soon as (i) it takes possession thereof or, (ii) as soon as they are put at its disposal. Where the purchaser designates another delivery location, the collection and, if applicable, the storage of the goods will be the responsibility of the purchaser, at its risk and expense from the date of delivery. Unless otherwise agreed in writing, the seller will not be responsible for the loading and unloading of the goods or for the transport of the goods to that location.
- 4.2. The seller reserves the right to refuse to sell its goods based on the availability and sufficiency of its stocks, or for any other lawful motive and with prior notice reserves the right to perform partial deliveries.
- 4.3. When the goods are delivered in partial deliveries, each delivery shall be deemed as a separate sale. Default of the seller in respect of one (or several) partial deliveries does not authorize the purchaser to terminate the order or the agreement related to any other partial delivery.
- 4.4. The difference of 10% above or under the volumes of goods specified in the order or the agreement may not be considered as a non-performance by the seller. In such cases the total purchase price due by the purchaser shall be adjusted pro rata to the ratio price/volume mentioned in the order or the agreement.
- 4.5. The purchaser must keep all documents allowing the identification of the goods, such as the freight documents accompanying the goods and shall present them at the request of the seller.
5. **Retention of title**
- 5.1. Without prejudice to the fact that the purchaser bears all the risks as soon as the goods are put at the disposal of the purchaser or of the appointed carrier, the delivered goods shall remain the property of the seller until full payment of the price, including value added tax, interest on arrears and indemnities, if applicable. Where the price has not been paid on the due date, the seller has the right to recover the goods, at the purchaser's expenses, without prior notice.
- 5.2. Until full payment of the price including VAT, interest and any other charges, the purchaser may not mix, transform, sell, transfer, pledge or create a right in rem over the goods or in general alienate the goods.
- 5.3. Until full payment of the price, the purchaser undertakes to store the goods at its own expense in a separate emplacement which, on demand, will be disclosed to the seller, maintained in its original packaging, so that the goods may at any time be individualised and identified as the property of the seller (by the affixing of a label or another distinctive sign). As necessary, the purchaser undertakes to inform third parties and in particular the owner of the premises, that the goods remain the property of the seller.
- 5.4. Once accepted the purchaser remains responsible for all losses of the sold goods, even caused by force majeure.
- 5.5. The purchaser undertakes to inform the seller immediately of any attachment or other means of execution performed by a third party upon the sold goods of which the price has not been fully paid.
6. **Price and payment**
- 6.1. The purchase price and the payment conditions are those mentioned in the order or the agreement. The seller reserves the right to require security from the purchaser, such as the payment by bill of exchange, certified check or a bank guarantee.
- 6.2. Except if otherwise specified, all prices are in Euros and are exclusive of VAT, duties, taxes, levies, charges, supplements related to the import, demurrage or delay expenses or other supplements, which shall be paid by the purchaser.
- 6.3. Except if otherwise specified, invoices are payable at the seller's office on the date shown in the order or the agreement.
- 6.4. Any complaint in connection with an invoice must be notified to the seller within 7 weekdays following receipt of the invoice, otherwise it will not be taken into consideration and the invoice will be deemed accepted.
- 6.5. The purchaser may not, for any reason whatsoever, withhold a payment due on the basis of an order or agreement or set-off its debts towards the seller. Except in case of prior written authorization from the seller, the purchaser may not claim any right to set-off its debts towards the seller, against sums due by the seller to the purchaser, whatever the reason. The seller on the other hand, shall always have the right to set-off its debts towards the purchaser, with the sums due by the purchaser or an affiliated company to the seller, whatever the reason.
- 6.6. In case of non-payment of an invoice on its due date, the purchaser shall pay to the seller, automatically and without prior notice interest calculated on the basis of **The Late Payment of Commercial Debts Regulations 2013**.
7. **Warranty**
- 7.1. The seller warrants that at delivery, the goods will be in conformity with the contractual specifications and with the provisions stipulated on the packaging, the label or the freight documents accompanying the goods.
- 7.2. Before the goods' delivery is accepted by the purchaser, the purchaser shall perform any necessary tests in order to verify that the goods are in conformity with the contractual specifications and the provisions stipulated on the packaging, the label or the freight documents accompanying the goods. In the event that the purchaser shall in any way compare the product, then that action shall be deemed to be acceptance of the conformity of these goods with the agreed specification. In the case of non-acceptance of the goods, the purchaser must within twenty-four hours of refusing delivery inform the seller by registered letter (plus copy by email or fax) in which the purchaser describes with precision the alleged defect. The unloading of the goods implies the irrefutable acceptance of the goods by the purchaser.
- 7.3. In the event that the goods would be affected by a hidden defect of which the purchaser proves that it could not have been evidenced at the time of the tests performed by the purchaser as mentioned in section 7.2., no claim will be accepted by the seller if not filed within the 7 days following the date of delivery, by registered mail (plus copy by email or fax) in which the purchaser describes with precision the defect.
- 7.4. The seller shall in no event be liable for defects to goods which have been fully or partially used, processed or commingled by the purchaser or its agents and accordingly no longer have their original form or which have been mixed by the purchaser.
- 7.5. (1) The seller's warranty is limited, to the invoice price or at the option of the purchaser, to the replacement of the defective goods.
(2) Where the purchaser chooses the replacement of the defective goods, the purchaser is held to authorize the seller to repossess the defective goods. and then the seller shall have the choice, to provide, replacement goods, or to give the written authorisation to the purchaser to purchase replacement goods from another supplier, it being understood that the seller shall pay, in such event, the reasonable price difference between the original and replacement goods. This is an exclusive choice of the seller and the purchaser shall not be allowed to purchase replacement goods before having obtained the prior written authorization from the seller. In case of replacement of the goods the purchaser cannot claim for any additional indemnification.
- 7.6. EXCEPT AS SET FORTH ABOVE, THE SELLER GIVES NO OTHER WARRANTY OR REPRESENTATIONS, EXPRESS OR IMPLIED. THE SELLER GIVES NO WARRANTY AS TO THE FITNESS FOR A PARTICULAR USE, NOR REGARDING THE MERCHANTABILITY OF THE GOODS. THE SELLER SHALL NOT BE LIABLE IN CASE OF LOSS OF INCOME AND/OR PROFITS, CONSEQUENTIAL DAMAGES SUFFERED BY THE PURCHASER OR ANY OTHER INDIRECT OR CONSEQUENTIAL DAMAGE, INCLUDING BUT NOT LIMITED TO, LOSS OF BENEFITS, CLIENTELE, EARNINGS OR PROFIT, ETC (OTHER THAN THE LIABILITY IN CASE OF DEATH OR PERSONAL INJURY RESULTING FROM THE SELLER'S NEGLIGENCE). IN NO EVENT SHALL THE SELLER'S LIABILITY UNDER THESE PROVISIONS EXCEED THE VALUE OF THE GOODS AT THE TIME OF THE DELIVERY.
8. **Buyer's default**
- 8.1. Without prejudice to other existing rights and remedies, the seller may terminate the order or the agreement without notice period nor prior formal notice and without judicial control "a posteriori" regarding the serious nature of the termination reasons, or to suspend immediately all other deliveries, in case of:
 - a) The purchaser remains in default to pay any amount due and payable;
 - b) The purchaser breaches any obligation stipulated in the order or the agreement and fails to remedy to it in the 5 days following a formal notice thereto.
 - c) Other than for valid reasons the purchaser fails or refuses to take delivery of the goods;
 - d) The purchaser becomes insolvent, winding up, has a Receiver appointed, ceases all or part of the payment of its debts, enters into arrangements with creditors, is subject to a bankruptcy order or any equivalent proceeding takes place under the laws applicable to the purchaser;
 - e) The credit insurer of the seller withdraws or decreases the credit line granted to the purchaser
- 8.2. In case of suspension of the order or the agreement for a reason stipulated in section 8.1., the seller may (i) request immediate payment of the amounts due by the purchaser and claim against any security it deems necessary before completing the delivery of the goods concerning any order or agreement made with the purchaser or (ii) The seller may without prior notice request immediate payment of all of the amounts, even if not yet outstanding and decline to deliver any part of the order outstanding.
- 8.3. The seller is not bound to any compensation and/or warranty in case of termination or suspension of the order or the agreement save in respect of goods delivered and accepted.
9. **Force majeure**
- The seller shall not be liable for any delay or failure in the performance of its obligations, when such delay or failure results in whole or in part from:
 - 1) shortages or disruption in the supply of materials, natural sources or raw materials;
 - 2) shortage of means of transportation (not known about at time of the acceptance of the order);
 - 3) failure, by the seller's supplier of its obligations towards the seller if the latter proves that it does not hold the goods to be delivered in stock;
 - 4) floods, fire, war, riots, civil insurrection, strikes, lock-outs, industrial unrest, inclement weather, acts of civil or military authorities;
 - 5) circumstances beyond the reasonable power of the seller including but not limited to regulatory prescription or international trade regulation.
10. **Transfer - Sub contracting**
- Without the prior written consent of the seller, the purchaser may not transfer all or part of the order or the agreement nor any rights or obligations resulting therefrom. The seller, on the other hand, may transfer all or part of the execution of the sale to a third party or transfer all or part of the sale to a third party without the prior consent of the purchaser.
11. **Applicable law and jurisdiction**
- The order and/or the agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- The buyer and the seller each irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with any order or agreement or its subject matter or formation.
12. **Various**
- 12.1. These Conditions, together with the order and/or the agreement, contain the entire agreement between the parties with respect to the subject matter hereof. They may be amended only by written agreement signed by the seller and the purchaser.
- 12.2. The nullity or inapplicability of any one or more of the provisions of these Conditions shall not affect the validity or applicability of the other provisions. As necessary, the parties undertake to immediately replace the null or inapplicable provision.
- 12.3. No failure or delay by the seller to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right or remedy under this agreement or by law is only effective if it is in writing.
- 12.4. Except if agreed otherwise, all notifications between the parties shall be in writing and shall be deemed to be received 5 working days after the sending of a registered letter or 2 working days after the sending of a fax or email to the address of the seller/purchaser set out in the order or the agreement.
13. **Retention of Title**
- The title in the goods shall pass to the buyer only when payment for those goods has been received in full by the seller for all goods whatsoever supplied (and all services rendered) at any time by the Seller to the Buyer. The buyer shall permit the employees or agents of the Seller to enter on to the buyer's premises and repossess the goods at any time prior thereto.
- As long as payment has not been effected, the Buyer shall not purport to sell, pledge or offer goods as guarantee or collateral security.
- Should the goods (or any of them) be converted or commingled into a new product, whether or not such conversion involves the admixture of any other goods or process whatsoever and in whatever proportions, the conversion shall be deemed to have been effected on behalf of the Seller and the Seller shall have the full legal and beneficial ownership of the new products, but without accepting any liability whatsoever in respect of such converted goods in relation to any third party and the buyer hereby indemnifies the seller in respect of any costs incurred by the seller in recovering the goods.
- In the case of non-payment at the due date and upon demand the Buyer must return forthwith to the Seller all goods unpaid for.