

GENERAL CONDITIONS OF EXPORT SALES

1- Application of the General Conditions of Sale

By placing an order with Diagast, the Customer is considered to be in agreement with all the General Conditions of Sale. The General Conditions of Sale or purchase of the Customer are considered to be inapplicable to Diagast, whether or not Diagast is aware of them.

The General Conditions of Sale apply as soon as they are brought to the attention of the Customer, by means of an earlier sale, or by the sending by Diagast of any document (order form, signed quotation) which reproduces them.

2- Orders

Orders to Diagast are only valid if they are in writing, sent by mail – with your official order form or on Diagast order forms.

Every order must be signed, dated and stipulate:

- The Customer number, unless the Customer is new
- The full description of the product
- The Diagast product reference number
- The reference of the Diagast sales proposal to which the order corresponds, if there is one
- The quantity of each product ordered
- The unit price of each product ordered
- The Customer's delivery address
- The Customer's invoicing address
- The reference of the tender if there is a link with the purchase order

An order in writing may only be cancelled or modified by the customer by mail and that within a maximum of 8 days from sending the order.

3- Subscription orders

Orders outside subscription orders will be delivered according to availability for products which require subscriptions. Subscription orders will be delivered in accordance with the schedule agreed. Subscription orders are recommended when products or their components are subject to constraints of conservation, or those of manufacturing planning.

Subscription orders are taken for a minimum of 6 months. They are automatically renewed for the same period unless otherwise stated by the Customer by mail one month before the expiry of the subscription order in progress.

4- Prices

The applicable prices will be those in force at the order date. As long as the order is not in force, the quoted prices are subject to modification in line with changes in the Diagast price lists. Once the order enters into force, the quoted prices may only vary in line with events which are entirely beyond the control of Diagast.

Prices are expressed as unit prices before taxes to the buyer. For internal sales VAT will be added to the prices at the rate in force plus, for any export sales, all the taxes applicable in the buyer's country or the country of delivery if this is not the same, depending on the Incoterm that is applied.

Our prices are quoted in Euros, standard packing included, VAT excluded, net, unit.

For export sales, freight is at the expense of the Customer. Prices are exclusively in accordance with the Incoterm agreed between Diagast and the Customer.



For orders above 2000 euros, administrative costs are free.

For EU orders under 2000 euros, administrative costs of 100 euros will be charged to the Customer.

For Non-EU orders under 2000 euros, administrative costs of 200 euros will be charged to the Customer.

5- Deliveries

Whatever the price, method of transportation or destination, the products will always be carried at the risks and perils of the customer from the moment Diagast has placed them at the disposal of the carrier. The only exception to this rule is if Diagast stipulates otherwise, such as by means of an Incoterm.

6- Settlements

Prepayment condition will apply unless special conditions have been granted in writing by Diagast.

Failure to pay an invoice by its due date will give the right to the payment of interest for late payment of twice the French legal interest rate, without the need for prior formal notice.

If an invoice remains unpaid for more than one month after its date of issue, this will lead to:

- The full right to the suspension of all future deliveries at the discretion of Diagast
- The full right to the immediate payment of all other invoices which are not yet due, with application of the previously mentioned interest for lateness from the date of this right
- The application of a lump sum indemnity of 15% of all the amounts due under the penalty clause, without prejudice to any damages and interest, if any formal notice by Diagast or its representative remains without result for more than 8 days.

A settlement is not considered to be made until it has been effectively credited to the bank account of Diagast. The sending of any commercial paper or equivalent promise of payment does not constitute a settlement in the meaning of this article.

7- Ownership reservation clause

The ownership of the products sold will only be transferred to the customer after the full settlement of the amount of the corresponding invoice. If the product which corresponds to an unpaid invoice has been sold, all other products paid for but not yet sold onward by the customer will be considered as security for Diagast, and the customer must return them or send them at his expense and risk to Diagast at first request.

The customer must return any product which has not been paid at the first request of Diagast.

If the customer should go into liquidation or bankruptcy, any orders in progress will be cancelled as of right. If the products concerned have been delivered, Diagast will have the right of claim prohibiting the Customer from moving them outside his premises or disposing of them without the formal written authorization of Diagast.

8- Responsibilities and guarantees

8.1. In Incoterm DAP, the customer must check or have checked both the apparent condition and quantity of the products as soon as they arrive at their destination. If there is any damage which may be attributed to transportation, he must immediately tell the carrier and inform Diagast in writing at the same time. The customer must take all the necessary steps against the carrier without delay, unless Diagast has discharged him from this obligation in writing. The information sent to Diagast by the customer must mention the date of delivery, the order reference, the transport document concerned, the nature of the damage found and the date on which it was found.

8.2. Claims by the customer relating to the conformity of the products or their apparent condition must be received at the latest within 5 days by email to hotline@diagast.com of their being delivered by the carrier to the customer. This does not relieve the customer of his obligations under article 8.1 when the apparent damage is likely to be caused by transportation. Claims by the customer relating to non-apparent defects in the product may only be received within 3 days of the customer becoming aware of them, and not later than 3 months after their dispatch by Diagast, whatever the date on which the customer became aware of them. Any claim by the



customer must include the description and code of the product, the batch number, the order reference, the date of delivery, a full description of the defects noted and the date on which they were noted.

8.3. Products which have been sold may be neither taken back or exchanged. If a product is acknowledged by Diagast to be defective, the responsibility of Diagast is limited to replacing the product at its expense, any other claim from the customer being excluded.

8.4. The guarantee of Diagast is excluded, and its responsibility does not apply in cases of force majeure or accident beyond its control, in particular those which prevent or delay the manufacture or dispatch of the product.

8.5. Any guarantee or responsibility of Diagast is excluded if products are ordered by the customer's choice which are not appropriate or suitable, or which have been damaged as a result of inappropriate handling or storage.

8.6. The instructions of Diagast relating to the storage, handling and use of the products are based on information, methods and practices which are considered to be reliable at their circulation. Diagast does not guarantee and is not responsible for defects or inadequacies of products which can only be found by scientific and technological means which appeared at a later date, and were not available at their date of circulation.

8.7. The customer is alone responsible for the management and respect of the expiry dates of the products once they have been dispatched by Diagast, and Diagast is not responsible for any incident which may be caused by the failure to respect expiry dates.

9- Special conditions

Diagast may modify the products in any way that is useful or obligatory.

The customer takes sole responsibility for the conformity of the products with any legal or other standards in force in the country of importation, as well as in any possible country to which the customer may re-export them.

The customer must obey all the instructions provided by Diagast, in particular those relating to the storage, handling and use of the products delivered. If the customer sells the products on, he must send Diagast's instructions to his buyers as well as his own instructions. Diagast products are delivered with a user manual, whose instructions must be scrupulously followed by the customer. The failure of Diagast to take advantage of any rights resulting from these general conditions of sale, at whatever time or for whatever reason, may not be interpreted as an abandonment of its right to have every stipulation of the general conditions of sale observed later, or as a result of earlier events.

10- Applicable law and competent jurisdiction

The general conditions of sale, as well as the relations between Diagast and the customer, are governed by French law. Any dispute which may arise from their interpretation or execution, as well as the relations between Diagast and the customer, will come under the exclusive jurisdiction of the Tribunal de Commerce of Lille.

