

GENERAL TERMS AND CONDITIONS OF SERVICES

English version GTCS N°1

Article 1: Content and scope Any order of services placed with BERRY SERVICES by the client shall imply unconditional and full acceptance by the latter of the general terms and conditions of services, which shall prevail over all other document and particularly over any general terms and conditions of sale.

These general terms and conditions of services shall apply to all services provided by BERRY SERVICES, save for specific written agreement between the parties prior to the order. As a consequence, the placing of an order by a client entails the latter's unconditional acceptance of these general terms and conditions of services, save for specific conditions agreed in writing by BERRY SERVICES for the client.

BERRY SERVICES reserves the right to derogate from some of these clauses, based on negotiations with the client, by establishing specific contractual provisions and, notably, by establishing a logistics contract.

Furthermore, BERRY SERVICES may establish general terms and conditions of services specific to each category of service provided (reconditioning or logistics).

The fact that BERRY SERVICES fails, at any time, to invoke any of these general terms and conditions of sale cannot be interpreted as a waiver of the right to invoke any of said terms and conditions at a later time.

Article 2: Order Any request of services shall first be the subject of a quote issued by BERRY SERVICES.

The latter reserves the ability, particularly for reconditioning services, to initially only issue an estimate quote which may be validated by a definitive quote, subject to feasibility and to the receipt of samples. BERRY SERVICES may only be bound by an estimate quote if subsequently validated by a definitive quote.

The order shall be validated only upon unconditional acceptance of the definitive quote issued by BERRY SERVICES. The client's acceptance shall occur expressly through the signing and stamping of the quote with the company stamp, or implicitly through the despatch of the goods subject of the service or through the authorisation given to BERRY SERVICES to undertake the removal of said goods. Acceptance of the quote implies the client's acceptance of these terms and conditions of services, and the acknowledgment that said client has full knowledge of such terms and conditions and waives the right to invoke his/her own terms and conditions of sale.

The client placing the order shall personally benefit from the order and such benefit may not be assigned without the agreement of BERRY SERVICES.

Article 3: Modifications to orders By accepting the quote, the order is irrevocable by the client, save for BERRY SERVICES' written agreement. Any request to modify an order may only be taken into consideration by BERRY SERVICES if such request is made in writing. This modification request shall then be subject to an amending quote which must be accepted by the client under the same conditions as the original quote.

In the event of modification of an order by the client, BERRY SERVICES shall be released from the initially agreed time periods for performance.

Article 4: Time period The time period for each request of services shall be specified on the quote. This time period is provided for informational and illustrative purposes only. BERRY SERVICES shall endeavour to respect this time period depending on the logistical reference period of the profession and to fulfill orders, save for cases of force majeure or in the event of circumstances outside of its control such as, but not limited to, strikes, frost, fire, storms, floods, epidemics, and supply difficulties. Delays in deliveries cannot give rise to any penalties nor to compensation, nor justify the cancellation of the order.

Article 5: Transfer of risk - Storage of entrusted goods The goods entrusted by the client shall remain under the full responsibility of BERRY SERVICES as soon as the goods are received by BERRY SERVICES and until their despatch and for the entire period during which they are stored at BERRY SERVICES' premises.

To determine the quantity of goods received, only the carrier's bill of delivery completed by BERRY SERVICES shall prevail.

Any goods remaining from an order, which are not used for another matter, and not claimed within a period of one year as from the date of availability and for which the storage fees have not been invoiced by BERRY SERVICES shall be left to the discretion of BERRY SERVICES, to be destroyed, sold to the benefit of BERRY SERVICES or otherwise, without any possible recourse.

Article 6: Insurance

Insurance of goods stored with BERRY SERVICES:

BERRY SERVICES has contracted a comprehensive insurance covering the goods in the event of loss, destruction, fire, theft or water damage.

In the event that the client does not disclose the amount of the value of the goods stored at BERRY SERVICES' premises to BERRY SERVICES, at the latest upon delivery, compensation following any loss shall be limited to a maximum threshold value of €10,000 Excl. Tax.

Compensation following any loss shall occur upon presentation of supporting documents providing the cost price of the goods.

Insurance of transported goods:

For any transport mandated by BERRY SERVICES, and only for such transport, BERRY SERVICES has contracted additional insurance to the carriers' warranty, covering the transported goods, up to their cost price, in the event of loss, damage or theft during transport.

For any transport involving a transported value of less than €1,000 Excl. Tax., compensation shall be limited to the amount of compensation awarded by the carrier.

For postal packages delivered against signature, the client must declare the value of the transported goods when such value exceeds €400,000 Excl. Tax. per transport and €1,000 Excl. Tax. per package. Failing prior declaration by the client, compensation shall be limited to the amounts specified above. Compensation following any loss shall occur upon presentation of supporting documents providing the sales price of the goods.

Article 7: Transport BERRY SERVICES shall handle the organisation of transport, and shall carry out such transport on its own behalf save for express specific indications provided for in the quote.

In the event of damage to goods delivered or of missing goods, the client is responsible for making any necessary reservations to the carrier.

In accordance with Article L 133-3 of the French Commercial Code, any delivery which has not been the subject of reservations sent by registered letter with acknowledgment of receipt, within three (3) days of delivery, not including bank holidays, which follow the day of receipt from the carrier, a copy of which shall be sent at the same time to BERRY SERVICES, will be considered accepted by the client.

Article 8: Receipt Without prejudice to the provisions to be taken by the client with regards to the carrier such as described above, in the event of apparent defects or of missing goods, any claim, whatever the nature, regarding the products delivered, shall only be accepted by BERRY SERVICES if it has been made in writing, by registered letter with acknowledgment of receipt, within a period of eight (8) days as from receipt of the products.

The client shall be responsible for providing any supporting documents regarding the actuality of the defects or abnormalities observed. The client shall provide BERRY SERVICES with all facilities to observe such defects, and to remedy such defects. Said client shall refrain from intervening personally or from instructing a third party to intervene for this purpose. Return expenses shall be borne by BERRY SERVICES only in the event that an apparent defect or the missing goods are actually observed by itself or its authorised representative. The carrier chosen by BERRY SERVICES is alone authorised to return the products at issue.

The claim made by the client under the conditions and according to the terms set out by this article shall not suspend payment by the client of the services at issue.

Article 9: Suspension of deliveries and right of retention In the event of non-payment in full of an invoice having fallen due, following notice without response after 48 hours, BERRY SERVICES reserves the ability to suspend any ongoing or future deliveries.

Under the same conditions, in accordance with the provisions of Article 2286 of the French Civil Code, BERRY SERVICES reserves the ability to invoke a right of retention for all goods which have been entrusted to it, even those for which no invoice for the service has yet been issued, until full payment of the amount of the services, of incidental expenses and of interest, including upon the opening of collective proceedings.

Article 10: Price Each service requested by the client being specific and individualised, the price of such service shall be specified in the quote issued by BERRY SERVICES prior to every order. The cost of transport, the cost of any supplies (boxes, packaging, sachets, etc.) and storage fees for the goods handled and awaiting despatch shall not be included in such price, save for express indication in the quote.

For any additional services that BERRY SERVICES may provide to the client, BERRY SERVICES must provide the latter with a detailed quote for the services considered. BERRY SERVICES may only provide the services following acceptance and validation of said quote by the client in accordance with the conditions set out in Article 2.

Article 11: Payment Save for contrary agreement, payment shall be made in euros only, upon receipt of the invoice which shall be issued at the earliest at the time of despatch and sent by e-mail, save for specific request by the client.

Payments shall be made by bank transfer.

For clients residing in France, and only for such clients, BERRY SERVICES can accept payment by cheque.

In the event of payment by cheque, a period of 10 days following the deposit of the cheque to the bank is required before the payment can be considered as having been completed.

For all payments by bank transfer, bank fees charged by the bank to the client shall be borne exclusively by the client. The client is responsible for specifying such terms to the bank upon ordering the bank transfer.

No discount on the amount of the invoice shall be accepted, including in the event of payment prior to despatch.

Every order that BERRY SERVICES agrees to carry out shall be carried out provided that the client provides adequate financial guarantees, and that said client definitely settles the amounts due on their due date, in accordance with the terms set out above.

BERRY SERVICES may subject the acceptance of an order, the continuation of its performance or the delivery of the order, to payment by the client prior to despatch, for all first orders, for all orders by clients residing outside of France, for all clients with an outstanding amount of more than €5,000 with BERRY SERVICES or if the client does not provide adequate financial guarantees to BERRY SERVICES.

BERRY SERVICES shall also have the ability, prior to accepting any order, as well as during performance, to demand that the client disclose its accounting records, and particularly its profit and loss accounts, including forecasts, enabling it to assess the client's solvency.

In the event that the client refuses cash payment, without any adequate guarantee being provided by the latter, BERRY SERVICES may refuse to honour the orders placed and to deliver the goods entrusted for performance of the services without the client being entitled to argue an unjustified refusal or to claim any compensation.

If, at the express and written request of the client, the invoice is issued in the name of a third party, the client shall be liable to pay the invoices in the event of non-payment by said third party within the time period requested by BERRY SERVICES.

Article 12: Order refusal In the event that a client places an order with BERRY SERVICES, without having paid one or multiple previous orders, BERRY SERVICES may refuse to honour the order and to deliver the goods entrusted to it, without the client being entitled to any compensation, for any reason whatsoever.

Article 13: Late-payment interest Any amount unpaid on the agreed due date shall produce, as of right and without prior notice, late-payment interest calculated at an annual rate of 9%.

Article 14: Recovery costs In the event of late payment, the client shall be liable to pay a lump sum for recovery costs of €40, as of right and without prior notice. BERRY SERVICES may request additional compensation from the client if the recovery costs actually incurred exceed this amount, upon presentation of supporting documents.

Article 15: Penalties Any amount including taxes and non-paid on the due date shall give rise to payment by the client of penalties set at 10% of the non-paid amount. No reminder nor notice shall be necessary for such late-payment penalties to accrue.

Article 16: Force majeure Shall be considered a case of force majeure or a fortuitous event, any event which is outside of BERRY SERVICES' control, which could not reasonably be foreseen during the conclusion of the contract, of which the effects could not be avoided by appropriate measures and which prevents BERRY SERVICES from performing its obligation.

Shall, in particular, be deemed cases of force majeure or fortuitous events absolving BERRY SERVICES of its obligation to perform its contractual obligations: strikes by all or part of BERRY SERVICES' personnel or that of its usual carriers, fires, floods, war, production shutdowns due to fortuitous breakdowns, the inability to receive raw material supplies, epidemics, weight limits during thaw conditions, roadblocks, energy supply strikes or disruptions, or supply disruptions for reasons not attributable to BERRY SERVICES.

Under such circumstances BERRY SERVICES shall do its utmost, where materially possible, to notify the client in writing, notably by fax or e-mail within 24 hours following the date on which the events occurred, the contract between BERRY SERVICES and the client thus being suspended as of right without compensation as from the date on which the event occurred. Should the event last more than thirty (30) days as from the date of its occurrence, the services agreement concluded between BERRY SERVICES and its client may be terminated by the first party to take action, without any of the parties being entitled to claim any award for damages. Such termination shall take effect as from the date of first presentation of the registered letter with acknowledgment of receipt terminating said services agreement.

Article 17: Independence of clauses Should one of the clauses of these general terms and conditions of services be declared null and void or inapplicable, the remaining clauses shall continue to have full effect, provided that the general economic balance of the contract be maintained.

Article 18: Applicable law All matters pertaining to these general terms and conditions as well as the services that they govern, which are not covered by these contractual provisions, shall be governed by French law, to the exclusion of all other law.

Article 19: Jurisdiction Any dispute to which these general terms and conditions may give rise particularly regarding its validity, its interpretation, its execution, its termination or its transfer shall fall under the exclusive jurisdiction of the Commercial Court of CHATEAUROUX (36000), whether there be multiple defendants or the introduction of third parties, and whatever the method of payment or the delivery conditions.