

SARL AARON TERMS AND CONDITIONS OF SALE (FOR RETAILERS)

These are the terms and conditions of sale (“Terms”) of SARL AARON. These terms will apply to all purchases of Goods from SARL AARON (“Seller”; “Company”) or from any of their subsidiaries, except for wholesalers. They prevail upon any other and upon any purchase terms and conditions of the Buyer who is necessarily a retailer.

I: PURCHASE ORDERS

I.1 Orders

Orders may be placed by any relevant means.

By the sole act of placing orders to SARL AARON, the Buyer fully agrees to the following Terms and Conditions of Sale, notwithstanding any other document of the Buyer, such as the purchase terms and conditions of the Buyer, even though SARL AARON should be provided with said documents.

I.2 Non-waiver

Seller's failure to insist upon the strict performance of any term or condition herein shall not be deemed a waiver of any of Seller's rights or remedies hereunder, nor of its right to insist upon the strict performance of the same or any other term herein in the future.

I.3 Minimum order

SARL AARON shall only accept and confirm orders of one hundred and fifty (150) items or more per order. Otherwise, SARL AARON reserves the right to refuse the order.

I.4 Orders Confirmation

Each order, because of its specificity, binds the Buyer only.

The Buyer shall not transfer his order to any other party, without prior express agreement of SARL AARON.

SARL AARON is only bound after approval of the order with a written confirmation.

However, should SARL AARON not have confirmed in writing the order within thirty (30) days after reception of said order, the purchase order shall tacitly be deemed accepted.

All orders are subject to SARL AARON approval (full or partial) and to availabilities.

I.5 Order amendment or cancellation

Buyer shall have the right to amend or cancel the Order by written notification to the Seller within two (2) business days after the order confirmation.

Should SARL AARON do not accept, for whatever reason, the requested amendments or cancellation of the order, no prior part or full payment will be reimbursed but a credit note shall be issued of the amount agreed to by the Company.

II : PRICE – PAYMENT TERMS

II.1 Price

The price of the Goods shall be the Company's current prices in effect at the time of the Buyer's purchase.

Prices are net, excluding tax.

All taxes and/or duties (including Customs duties) or any other extra charges due to importation or transportation of the Goods shall be at the expense of Buyer.

SARL AARON reserves the right to change the prices at any time.

However, no outstanding orders that have already been accepted by the Company shall be subject to price change.

II.2 Price reduction

Unless clearly defined between the Company and the Buyer, no price reduction shall be accepted.

II.3 Payment

If the insurance company of SARL AARON agree to guarantee the Buyer for the payment of AARON's invoices and unless otherwise agreed to in writing by the Company, invoices issued by the Company are due and payable by the Buyer within sixty (60) days, from the date of the invoice.

If the insurance company of SARL AARON does not agree to guarantee the Buyer for the payment of AARON's invoices, invoices are due and payable prior to delivery. SARL AARON reserves the right to withhold the Goods until reception of full payment or only provide a partial delivery against prior part payment.

Unless otherwise agreed to in writing by the Company, there shall be no discount granted for pre-payment.

Buyer shall make payments by check, credit card, letter of credit or wire transfer to the account indicated on the invoice (SARL AARON head office) without a cash discount or offset and the Company shall not be required to incur any expense to receive timely payment in full as required by this Agreement. All corresponding bank fees are at the Buyer's expense.

The payment should be send to Sarl AARON's headoffice.

II.4 Late payment or non-payment

If the Buyer fails to make payment on or before the due date:

- all other outstanding invoices shall be immediately payable, irrespective of their due date.
- and will entail full application of a flatrate recovery cost amounting to fourty euros (€40) as provided by article L 441-6.I of the commercial Code and a monthly penalty of three times the interest rate in force at the due date indicated on the invoice will be legally applied.

Any Orders that have been confirmed by the Company, but not yet filled, shall in such cases become cancellable or their delivery shall be postponed at the sole discretion of the Seller until payment in full has been recorded by the Company. Besides, and in such occurrence, the Company may amend the payment terms of corresponding or future purchase orders for this Buyer and request cash payment prior to delivery or request financial guarantees.

Failure to proceed with payment within fifteen (15) days after reception of a formal notice shall rightfully be considered as a termination of the sale.

All Goods shall be immediately restored.

All costs incurred for the collection of the outstanding amounts shall be borne by the Buyer. The Company reserves the right to seek further compensation for any other additional damages and payment of future expenses to return the goods to the Company's premises and/or return them to their original state.

III: RETENTION OF TITLE CLAUSE – RISK TRANSFER

TITLE TO THE GOODS REMAINS WITH THE COMPANY SARL AARON UNTIL COMPLETE PAYMENT IS RECEIVED.

However, the risks burdening the products are transferred to the Buyer upon delivery as defined in article IV bellow.

If the Buyer fails to make payment on or before the due date, all Goods must be restored to the Company fifteen (15) days after reception of a formal notice.

The buyer undertakes to allow at any time the identification and claiming of the Goods. Should the Goods not be identifiable, the goods in stock are deemed to be pertaining to those unpaid so that the Company can rightfully claim the ownership of the Goods of the same kind which are on the premises of the Buyer. As compensation, The Company is entitled to keep all part payments made by the Buyer.

IV : DELIVERIES

IV.1 Delivery Terms

IV. 1. a. Terms of Deliveries in France

When delivery is to France (Metropolitan or DOM-TOM), Goods are either given to the Buyer in person or tendered to a carrier. In any event, the delivery occurs in SARL AARON warehouses or stores.

Risks and expenses are transferred to the Buyer upon SARL AARON tendering to the carrier.

When ordering, the Buyer may assign a carrier for the delivery of the goods; if not, the Buyer pledges to accept SARL AARON choice of carrier.

All freight, transportation, shipping, insurance and handling charges, including any applicable VAT, are invoiced to the Buyer by SARL AARON.

IV. 1. b. Terms of Deliveries outside France

Unless otherwise agreed between Sarl AARON and the Buyer, when delivery is outside France, unless otherwise agreed to in writing by the Company, the terms of delivery for the Goods shall be EX WORKS being defined pursuant to the Incoterms 2011. Customer shall pay all freight, transportation, shipping, insurance and handling charges, duties, and taxes, including any applicable VAT, sales, personal property, ad valorem, and other taxes, duties, levies or charges imposed by any governmental authority, irrespective of whether applicable law makes such items the responsibility of the Buyer or Seller. Risks and expenses are transferred to the Buyer upon SARL AARON tendering to the carrier.

IV.2 Delivery time / Stock Availabilities

Deliveries are made according to SARL AARON stock availabilities.

Delivery dates given at the time of placing the purchase order are for information only, and potential delays do not entitle the buyer to cancel the order, decline the delivery or claim any deduction, compensation, penalties or damages to the Company, unless an express written agreement was made between the Buyer and the Seller.

Exceptionally, should some Goods ordered be out of stocks and therefore impede the complete delivery of the purchase order, SARL AARON will file a credit note to the Buyer of the exact value corresponding to the missing Goods, excluding any other compensation.

V : CONFORMITY

It is the Buyer's responsibility to examine the conformity of the Goods delivered or the packing list against the Goods ordered, in terms of quality as well as quantity.

In the event of damage or missing item(s), it rests with the Buyer to make any required reservations to the carrier by extrajudicial certificate or by recorded mail with proof of delivery to the carrier within three (3) working days of its reception, in compliance with Article L.133-3 of the Commercial Code.

The non-conformity claim shall also be sent to SARL AARON within eight (8) working days after reception of the Goods.

Any product not subjected to reservations by recorded letter with proof of delivery to the carrier within three (3) days of its reception, in compliance with this article, with a copy sent to our Company within eight (8) working days, will be deemed to have been accepted "as is" by the Buyer excluding all type of future legal remedies against SARL AARON.

ARTICLE VI - RETURNS - GUARANTEE

VI.1 Guarantee

The Buyer shall provide SARL AARON with all the necessary elements to prove the non-conformity or defect(s) and allow the Company to examine said elements. All acknowledged non-conformity or defects shall only be subject to either Goods exchange or a credit note of the amount corresponding to the returned Goods, at the sole discretion of the SARL AARON. Recourse against SARL AARON, in the case of a complaint for non-conformity or defects (visible defects, hidden defects, discrepancies etc) is in any case limited to the amount of the invoice for the Goods concerned. Any other form of compensation is excluded.

VI.2. Return policy for Goods

In case of acknowledged non-conformity or defects, product that has been delivered within the territory of France can be taken back by SARL AARON. No product that has been delivered outside France shall be returned to SARL AARON, except in the event of a patent non-conformity or defect at the production stage, acknowledged by SARL AARON Sales director.

The Buyer shall not return the goods without prior written agreement by the Seller in compliance with Article L442-6.8 of the Commercial Code. Should the Buyer return the Goods without prior written consent of the Company, SARL AARON reserves the right to terminate these Terms and Conditions and exclude the exchange or reimbursement of the returned Goods. No return shall be accepted by SARL AARON in the following events:

- bad storage conditions of the delivered Goods,
- any alteration of the delivered Goods,
- lack of care or supervision,
- abnormal conditions of use,

- visible defect which was not claimed in the forms and delays stipulated in Article V above.
If the return of the goods is granted by SARL AARON, this return shall in no way constitute an acknowledgement which may be detrimental to the Company. The Buyer shall bear all costs of returning Goods to the Company (including packing and transportation fees). All risks and possible storage fees are borne by the Buyer. The carrier returning the Goods is selected by the Buyer.

The return of Goods shall only be accepted in their original state, i.e. in particular with their original tags, packaging with original stickers and barcode, accessories and instructions.
No return of Goods shall be accepted without a detailed packing list including size and color breakdown chart.

ARTICLE VII : CONTERFEITING

In accordance with the provisions of the applicable laws, any reproduction of the Goods sold by SARL AARON and/or the Brand used to sell their products, whether complete or partial, by the Buyer is strictly prohibited and shall lead to prosecution.

The Buyer shall not give information to a Third party to enable this latter to reproduce, whether completely or partially, a product, logo or a trademark of the SARL AARON, in which case the Buyer shall be guilty of complicity in counterfeiting.

All the advertising material provided by SARL AARON to the Buyer shall not be used for another purpose than the one agreed to by both parties, and shall not be sold nor transferred to any Third party. All advertising material is distributed by SARL AARON and shall only be used on the prior approval of the Company which reserves the right to take it back at any time, without prior notice or compensation.

ARTICLE VIII : GOVERNING LAW – JURISDICTION

These Terms and Conditions are governed by French Law. ALL DISPUTES BETWEEN THE PARTIES WITHIN THE FRAME OF THESE TERMS AND CONDITIONS OF SALE FOR SARL AARON (OR ANY CONTRACTS WHERE THESE TERMS ARE APPLICABLE) CONCERNING THE FORM, INTERPRETATION, EXECUTION OR TERMINATION OF THESE ARE WITHIN THE SOLE COMPETENCE OF THE TRIBUNAL DE COMMERCE DE MARSEILLE even in case of multiple defendants or introduction of third party.

This clause applies to both contract and tort actions related to these Terms and Conditions of Sale.