

GENERAL TERMS OF SALE **APPLICABLE TO ONLINE SALES TO PROFESSIONALS**

These general terms of sale (hereinafter “GTS”) apply to all sales of products (hereinafter “Product(s)”) transacted online by the company DNP PHOTO IMAGING EUROPE (hereinafter “Company”) with one of its professional customers (“Customer”) located within the European Community. They shall be systematically communicated to each customer before an online order is placed. The online sales service of this site is solely reserved for professionals, i.e. buyers who place an order for the purposes of their commercial, industrial, craft or freelance professional activity.

The Customer shall declare that (s)he has taken note of these General Terms of Sale and agreed to them by ticking the box intended for this purpose before the online ordering procedure is initiated.

GENERAL PRINCIPLES

Any order placed by a Customer on this site implies that (s)he fully and unreservedly agrees to be bound by these GTS and the Company’s prices and price lists. No provision that may appear in general terms of purchase, printed matter, letters or order forms of the Customer can be enforced against the Company, except where the Company has given special agreement in writing.

No waiver by the Company at a particular time of any provision of the GTS can be construed as a waiver of the right to rely subsequently on any such provision.

Product models may be changed or withdrawn without prior notice. The sending of its catalogue or any document does not constitute an undertaking by the Company. All details (prices, weights, dimensions, capacities, colours and other specifications) stated for Products are given for indicative purposes only and the Company cannot be held responsible for them.

The GTS may be amended by the Company at any time without notice.

ACCESS TO THE SITE

Each Customer must create a customer account and shall be assigned a login and password in order to access the site. This login and this password shall be confidential and must not be communicated to any third party. The Customer shall be solely responsible for the use of his/her login and his/her password and for all orders placed using his/her login and password.

The Customer undertakes to provide information which is accurate and current on the day when his/her customer account is opened and to update it where applicable. DNP reserves the right to close any customer account immediately if an error or inaccurate information is identified. DNP cannot be held liable for inaccurate information provided by the Customer and any resulting consequences.

PERSONAL DATA

The information that is collected by the Company when you make your online purchase shall be recorded by DNP Photo Imaging Europe SAS in order to manage and follow up your order.

This data shall be kept for as long as the customer account is used to access the site and for up to three (3) years after the customer account is deleted. Any customer account which remains inactive for a period of two (2) years will automatically be closed. In accordance with the applicable legislation, you have a right to access and correct information which relates to you. You also have a right to object to, and a right to restrict, the processing of your data and the right to portability of your data.

To exercise your rights or for any questions about the processing of your data, you can write to:

DNP Photo Imaging Europe SAS

22 avenue des Nations
BP 51077 – Villepinte
95948 ROISSY CDG CEDEX (France)

Or send an email to:

gdprcompliance@dnpphoto.eu

Any requests must be accompanied by a photocopy of a form of identification of the data subject; this document will only be kept for identification purposes and in order to process the response. DNP shall have a period of one (1) month following receipt of a complete request in which to reply.

For more information about Law no. 78-17 of 6 January 1978 as amended in 2004 on data processing, files and freedoms, you can refer to CNIL’s website, www.cnil.fr.

If, after contacting us, you believe that your rights in relation to Data Processing and Freedoms have not been respected, you can submit a complaint to CNIL online or by post.

For more information, you can refer to DNP’s Personal Data Protection Policy which is available at www.dnpphoto.eu

1. PRICES

1.1 The Company's prices are in euros and inclusive of tax (French VAT) or any other tax that is payable. Except where agreed otherwise by the parties in writing, the price of Products shall always be expressed on the basis of delivery in accordance with the Ex-Works Incoterm 2010.

1.2 Prices may change during the year for reasons including the cost of raw materials or changes in other economic factors. The prices that are applicable shall be those that are in force on the day when the online order is placed.

2. ORDERS

2.1 Online orders shall be placed via a validation screen and then an acceptance screen in order to enable the Customer to check the details of his/her order and the total price, and to correct or change certain things or pieces of information, before finally confirming his/her order.

2.2 An order which has been confirmed by the Customer cannot be changed or cancelled by the Customer without the Company's agreement in writing. If the Company agrees to a change or cancellation of an online order which has been confirmed by the Customer, it reserves the right to bill for costs already incurred by the Company and/or its subcontractors for the purposes of the order.

2.3 Once an online order has been confirmed by the Customer, a message acknowledging receipt of the order will be sent to the Customer at the email address provided by the Customer. This message shall acknowledge receipt of the order by the Company but shall not confirm that the Product(s) ordered is/are available. Products are offered subject to availability of stock.

2.4 If the Product(s) ordered is/are unavailable, the Company shall send a message to the Customer within three (3) working days following confirmation of the order to inform him/her of the date on which the Products will be available again or to suggest that his/her order should be cancelled.

3. DELIVERIES

3.1 Delivery times shall be reckoned from the first working day after acknowledgement of receipt of the order has been sent by the Company. Delivery times are given for indicative purposes only and are not binding.

Consequently, any delays in delivery cannot result in cancellation of a sale or any penalties, compensation or damages and interest, or delayed payment for the order concerned, or deductions from invoices or payments.

3.2 The Company reserves the right to break the delivery of an order down into several consignments.

3.3 Products shall be delivered in accordance with the **Ex-Works Incoterm 2010** for all countries. It is pointed out that only one delivery address can be registered on the day when the Customer's account is opened.

3.4 Notwithstanding the reservation of ownership clause set out in article 5, where Products are delivered in accordance with the Ex-Works Incoterm 2010, the risks of loss of Products or damage to them shall be transferred to the Customer when the Products are taken by the first carrier upon leaving the Company's factories or warehouses. Products shall therefore be transported at the sole risk and peril of the Customer (even where shipment is arranged by the Company), who shall be obliged to insure Products against all risks associated with storage of the Products and risks that may be caused by the Products from the time when they are taken by the carrier. The Company declines all liability for damage, losses, theft and delays of any kind which may affect the Product during transportation. The Customer shall bear all costs and taxes in relation to transportation (costs of loading and unloading, transportation costs, costs of insurance, import and export customs clearance formalities, import and export duties, etc.).

3.5 Upon receipt of a parcel, the Customer shall be responsible for verifying the contents and checking the quantity, condition, references and conformity of the Products with respect to the order and for expressing any precise, detailed and descriptive reservations in the driver's presence on the duly dated and signed carrier's waybill, with confirmation to the carrier sent by registered post within three (3) days following delivery in accordance with article L. 133-3 of the Code of Commerce. The Customer shall send a copy together with the waybill concerned by registered post with a request for acknowledgement of receipt to the Company within three (3) days following delivery. Failing this, no complaints or returns can be accepted by the Company.

4. PAYMENT

4.1 All online orders must be paid for with a bank card or via PAYPAL in accordance with the payment arrangements offered by the Company on the website. Payment for the order shall be demanded before the order is finally confirmed. If payment is not made online, the order that is pending validation will automatically be cancelled.

4.2 No discounts shall be applicable if payment is made online by the Customer. Any payment method other than the one(s) specified by the Company when the order is placed can only be used with the Company's explicit agreement. Therefore, no assignment or purchase of debts can take place without the Company's prior agreement. Entitlement to any reductions shall be subject to payment in full of all invoices issued by the Company.

4.3 The task of collecting payment for online orders has been entrusted to the company LYRA NETWORK which provides the PAYZEN service, so you will be redirected to LYRA NETWORK's website in order to make your online payment. This service makes it possible to send electronic payment data and communicate it to Financial Institutions. Orders shall only be accepted after they have been confirmed by LYRA NETWORK. DNP cannot be held liable for disruption or malfunctions affecting access to the PAYZEN service or its operation. You will find a link to an explanation about the security of payments provided by the PAYZEN service on the homepage of the site.

5. RESERVATION OF OWNERSHIP

IN ACCORDANCE WITH LAW NO. 80-335 OF 12 MAY 1980, THE COMPANY SHALL RETAIN OWNERSHIP OF ALL PRODUCTS SOLD UNTIL THE CUSTOMER HAS PAID FOR THEM IN FULL, INCLUDING THE PRINCIPAL AMOUNT, COSTS AND INTEREST. HOWEVER, RISKS ASSOCIATED WITH PRODUCTS SHALL BE TRANSFERRED TO THE CUSTOMER WHEN THEY LEAVE THE COMPANY'S PREMISES. THE CUSTOMER SHALL HAVE CUSTODY OF PRODUCTS AT HIS/HER OWN EXPENSE, RISK AND PERIL.

6. STATUTORY GUARANTEE AND CONTRACTUAL GUARANTEE

6.1 All Products shall be covered by the latent defects guarantee.

6.2 As an additional contractual guarantee and except where otherwise agreed in writing by the parties, the Company shall guarantee Products for a period of six (6) months from the date on which Products are billed for, subject to any more restrictive guarantee clauses of manufacturers of Products which may apply. This contractual guarantee only applies to Products of the Company which are sold by the Company and does not apply to products of third parties such as components or consumables used by the Customer.

This contractual guarantee shall run from the date on which the Customer is billed for the Product.

This contractual guarantee does not cover defects and damage caused by natural wear and tear on parts, bad weather, transportation and damage which may result from inappropriate use, misuse, negligence, an accident, improper maintenance, failure to obey the Company's instructions and specifications, conditions of storage by the Customer, alteration of a Product without the Company's agreement, a defect which did not exist at the time when the Product was delivered, or the use of parts, components, or consumables not delivered by the Company. Products must be used solely for their intended purpose.

Any complaints from a Customer in connection with this guarantee must be accompanied by the purchase invoice and explanations about the nature of the defect.

Any work carried out under the guarantee shall not extend its duration.

6.3 If it is acknowledged by the Company and established by both parties jointly that Products are defective, the Product that is acknowledged to be defective shall be repaired or replaced by the Company, at the latter's option, to the exclusion of any costs and compensation whatsoever.

If no identical Product is available, the Company shall replace the defective Product with any comparable Product, at its discretion.

7. RETURN OF PRODUCTS

7.1 No Product returns shall be accepted without the prior written agreement of the Company, which shall decide on the arrangements for them.

7.2 Any Products sent directly to the Company's headquarters without the Company's prior written agreement shall in all cases be rejected and returned to the Customer at the latter's expense.

8. LIABILITY

8.1 The Company can only be held liable for direct and certain damage which is attributable to it, to the exclusion of any indirect or non-pecuniary damage such as, but not limited to, loss of customers, loss of revenue, operating losses, damage to brand image, loss of profits or loss of earnings.

8.2 Under no circumstances may the Company's liability exceed the price of the order for the disputed Product(s).

9. SET-OFF

9.1 If the Customer fails to perform his/her obligations, the Company may independently suspend the performance of its own obligations without notice without being liable for this in any way. All debts and amounts owed by the Company to the Customer shall then be regarded as one single contractual obligation. The Company can offset debts and receivables with respect to the Customer.

9.2 In general, even where the Customer has not failed to perform his/her obligations, the Company reserves the right to settle any amounts that the Company may owe to the Customer by offsetting them, as of right and without having to complete any formalities, against debts owed by the Customer to it.

10. FORCE MAJEURE

The Company cannot be held liable for a breach of its obligations if this breach is due to the occurrence of a force majeure event. Force majeure events include total or partial strikes which hinder the smooth running of the Company at the stage of developing or shipping Products, interruption of transportation, stoppage of a machine, any natural disaster (storm, fire, flooding, etc.), any accident or interruption of services, breakdown or difficulties in supplying raw materials. In this event, the Company's obligations shall be suspended, the time-limits for performance shall be extended and the order shall remain effective. In the event of force majeure which continues for more than three (3) months, either party may cancel the order as of right, with immediate effect, by sending a registered letter with acknowledgement of receipt.

11. INTELLECTUAL PROPERTY

The sale of Products shall not result in any assignment, transfer or licencing of intellectual property rights of the Company. The Customer can only mention or make use of trademarks, logos, documents, projects, studies or any other intellectual property right which belongs to the Company or appears on Products marketed by the Company with the Company's explicit and prior written authorisation.

12. WEEE

In cases where the Company is legally considered to be acting as a producer as defined by Directive 2012/19/EU on waste electrical and electronic equipment (WEEE), the Company undertakes to perform all obligations in relation to WEEE.

13. APPLICABLE LAW – ASSIGNMENT OF JURISDICTION

13.1 These GTS are subject to French law.

13.2 Any disputes over the validity, interpretation and performance of these GTS shall be subject to the sole jurisdiction of PARIS Commercial Court.

DNP Photo Imaging Europe SAS

22, avenue des Nations – CS 51077 Villepinte – 95948 ROISSY CDG CEDEX – FRANCE

Tel: 33 (0) 1 49 38 65 50 – Fax: 33 (0) 1 49 63 80 69

Simplified joint-stock company with capital in the amount of 2,408,000 euros – Register of Commerce and Companies of BOBIGNY 312 273 550

VAT code: FR 94 312 273 550 – APE 4643Z – SIRET 312 273 550 00102