

GENERAL TERMS AND CONDITIONS OF SALE (GTCS)

Published on website: <http://www.efbbeaute.com/>

1. – In accordance with article L 441-6 of the Code de commerce [French commercial code], these GTCS constitute the single basis for business relations between the parties. Their aim is to define the terms and conditions under which the Products manufactured and distributed by EUROFEEDBACK (EFB) are sold to professional Purchasers. Unless otherwise expressly provided for in writing and consented to by EFB, these GTCS constitute the framework for the commercial negotiations and the law of the Parties.

The Purchaser states that it has read and understood these GTCS before placing an order, and shall adhere to them without reservation. They prevail over all other or country clauses appearing in the Purchaser's documents or correspondence and particularly, if appropriate, in its General Terms and Conditions of Purchase.

IMPORTANT: The Purchaser agrees to disclosed to its own purchasers, by any means, the text of this article 1, as well as the text of articles 7, 8 and 11 of these GTCS, at the time concluding the sows agreement at the latest, and to obtain their written statement according to which they have read and understood these articles and state that they shall adhere to them without reservation. Furthermore, the Purchaser agrees in parallel to disclose and have signed by its End Purchaser the warranty undertaking from the EFB manufacturer, it being specified that the warranty shall only start to run from delivery of the product by providing it to the Purchaser, in accordance with article 5.1 of these GTCS.

These GTCS maybe supplemented by special terms and conditions signed between the Purchaser and the Vendor, EFB. In the event of a discrepancy between the special terms and conditions and the GTCS, the special terms and conditions shall prevail.

The information appearing in EFB' catalogues and price lists are given for information only and can be revised at any time by EFB.

2. OBLIGATIONS OF THE PARTIES

PURCHASER'S OBLIGATION – The Purchaser acts in its name and on its own behalf. It is not an agent or representative of EFB, and is not under any circumstances authorised, without special prior agreement in writing from EFB, to make undertakings with third parties on behalf of the latter.

The Purchaser undertakes to do nothing which may be detrimental to EFB's industrial property rights, copyright, right over Brands and other rights, relating to their company name or to brands or trade names used on the Products or in relation with the Products.

EFB'S OBLIGATIONS - EFB agrees to sell the Products to the Purchaser, under the conditions hereof and its appendices, particularly including the price grid.

3. ORDER – Each purchase order issued in writing by the Purchaser must clearly indicate the reference number, price and quantity of the Products ordered. Sales are only complete after express acceptance in writing of the Purchaser's order by EFB, who shall in particular ensure the availability of the Products requested and the date of their provision. This acceptance shall take place through the return of an acknowledgement of receipt of order (ARO) issued by EFB.

Any order cancelled by the Purchaser must be done in writing before acceptance of the order by EFB. If the Purchaser cancelled an order which has already been accepted, the Purchaser agrees to reimburse EFB for all the costs borne by the latter.

4. PRICE AND PAYMENT CONDITIONS – The prices of the Products shall be defined by EFB in its price grid on a before-tax basis (VAT added for France, at the rate in force) and shall be understood to be Ex-works *Incoterms 2010*, to EFB' head office in Evry – collection address: 1 rue du Mâconnais, 91090 Lisses (France). They do not include transport, nor any customs fees, nor insurance which remain at the expense of the Purchaser.

Payments must be made in euros and by bank transfer, the bank charges being borne by the Purchaser. No discount will be granted in the event of early payment. Unless otherwise provided for between the Parties, the Purchaser shall pay EFB the sums due within the time limits stipulated in the ARO. In the event of late payment, compensation equal to 3 times the legal rate of interest in force shall be payable, as well as a fixed-rate compensation for recovery costs of €40 per invoice remaining unpaid (Article L 441-6 and D 441-5 of the *Code de commerce* [French commercial code]).

In the event of late payment, EFB may suspend all orders in progress. When payments are staggered, failure to pay one single instalment shall automatically cause expiry of the term and the sums due to EFB for any reason whatsoever shall become immediately payable in full. In the event of collection procedures, the sums remaining due shall be increased by 15% by way of penalties, in addition to reimbursement of the costs of the legal proceedings.

5. DELIVERY – TIME LIMITS

5.1 Delivery: Delivery of the products to the Purchaser shall be made by its provision under EX-WORKS (EXW) – Incoterms 2010 to EFB' head office in Evry, France – address for collections: 1 rue du Mâconnais 91090 Lisses (France). EFB shall take every measure to comply with the provision time limits (EFB' registered office: EVRY) agreed in the ARO.

5.2 Vendor's responsibility: The Vendor's sole responsibility is to provide the goods, in packaging suitable for transport, to the Purchaser at its premises. The price includes palletisation.

5.3 Purchaser's responsibility: The Purchaser shall bear all the costs and risks inherent to transport, from leaving EFB' warehouse to the destination location. The term "EXW" represents the minimum obligation for the Vendor. However, if the parties wish that the loading of the goods on departure is done by the Vendor EXW Loaded, at its costs and risks, they should, to this effect, specify this clearly through a specific clause to be inserted into the sales agreement (e.g. EXW Evry loaded, Incoterms ICC 2010). The Vendor is supposed to give the Purchaser, at the latter's request and at its expense and risk, all assistance necessary to obtain an export licence and insurance, and to give it all helpful information in its possession to allow the Purchaser to export its goods in complete security.

6. TRANSFER OF RISKS - The risks related to the Products supplied are transferred to the Purchaser at the time they are provided at EFB' head office at Evry (France). The Products therefore always travel at the Purchaser's risk. Consequently, the Purchaser agrees to have the Products insured against the risk of loss and damage, to the benefit of EFB until full payment of their price is made.

7. RESERVATION OF OWNERSHIP - The Products are sold with a clause that expressly makes the transfer of their ownership subject to payment in full of the principal and other charges. Failing this and on simple notice on its part, EFB will be entitled to take back possession of Products supplied but which have not been fully paid for.

8. CONTRACTUAL GUARANTEE - The number and condition of the Products must be checked by the Purchaser at the time of their delivery. If the Products are damaged or missing, the Purchaser (or any third party appointed by it) must notify these events in writing to EFB within a period of 7 days following the date of delivery. Failing this, EFB cannot be held responsible for this damage or for such missing Products. The IPL equipment (machines) designed and manufactured by EFB are guaranteed for 2 years, parts and labour. The applicators (also called handpieces) are guaranteed up to their flash capacity in accordance with their part number or for a period of one year, up to the first of the two

expired terms. The warranty applies for parts and labour, return to factory.

The intervention by a technical on site is carried out on condition that the Purchaser subscribes to the On-site Maintenance service. If the Purchaser has not subscribed to this service, then the guarantee applies as return to factory (the costs of sending the equipment are at the Purchaser's expense); the cost of sending the equipment after repair shall be at EFB's expense. For the applicators, the guarantee applies in return to factory only. The guarantee period shall take effect on the date of delivery to the Purchaser of the Eurofeedback product sold by EFB.

The guarantee includes telephone technical assistance for France on +33 1 60 86 30 30 from Monday to Friday from 08:45 to 12:15 and from 13:45 to 17:30 (French time). For other countries all requests have to be sent to services@eurofeedback.com. The Purchaser for France must call this same telephone number, same times, for any technical incident, so that a technician can diagnose the fault.

No intervention/repair will be carried out without prior diagnostics carried out by the EFB technical department, which may be carried out an immediate intervention by telephone for any problem operating or using the device.

No equipment return can be carried out without prior written agreement from EFB. Equipment for which return has been accepted should be sent back to EFB in its original packaging and with all its accessories and specific documentation. All this must be in perfect condition, carriage free, to the address indicated.

Repairs are guaranteed for 6 months in the event of an identical fault or fault of the same nature for IPL devices and 3 months for the applicators.

In the event of a standard exchange, EFB shall acquire ownership of the replaced devices and parts.

The following resultant damage is excluded from any warranty: any modification carried out on the Product without prior authorisation from EFB, external stresses or any force majeure circumstances, a maintenance fault or non-respect of the maintenance or usage conditions, normal wear of the Products. The Purchaser is solely responsible for the guarantee undertakings that it makes beyond the legal guarantees.

The machines and applicators may be returned at the end of their useful life, at the expense of the Purchaser, to the manufacturer, EFB, for recycling.

9. COMPLIANT USE OF THE PRODUCTS - Any modification, conversion or alteration of the Products is prohibited. If the Purchaser contravenes this ban, EFB will, without prior official notification, and by any means, be authorised to retake possession of the Products still in the Purchaser and to exercise any useful action against the Purchaser to retain its rights. The Purchaser agrees to have each of its customers subscribe to the same obligation.

10. REPAIRS OUTSIDE THE GUARANTEE PERIOD - A Quotation shall be drawn up by EFB based on an analysis carried out by telephone. It shall be subject to the approval of the Purchaser. The quotation may be reduced or increased according to the findings made by the technician during the intervention. The technician's flat-rate travel expenses will remain due, regardless.

The date and time of the technician's visit will be fixed by joint agreement with the Purchaser.

Warranty: Repairs are guaranteed for 6 months (parts and labour) in the event of an identical fault or fault of the same nature for IPL devices and 3 months for the applicators.

Price: The price inclusive of all tax for the service as established in the quotation is payable when the intervention is carried out. The invoice shall be sent once the technician's visit has been carried out.

Exclusions: identical to the exclusion cases for the contractual guarantee.

11. LIMITATION OF LIABILITY – The consequences of the immobilisation of the Product cannot give rise to any compensation for repair

following a failure. Purely for information, it is indicated that the average intervention time is 10 working days.

12. APPLICABLE LAW AND JURISDICTION - This agreement, as well as any subsequent agreement concluded between the Parties, is subject to French law, expressly excluding all conflict of law rules which may cause the application of laws other than French law.

Any dispute relating to the formation, execution and cessation of the contractual obligations which cannot give rise to amicable settlement shall be submitted to the PARIS *Tribunal de commerce* [Commercial Court], even in the event of a guarantee claim or when there are multiple defenders. This jurisdiction also applies in summary procedures.