



# SODIS

## SOCIETE DE DISTRIBUTION DES PRODUITS DE L'EDITION

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### THE GENERAL CONDITIONS OF SALE

#### 1. GENERAL CONDITIONS

The customer hereby acknowledges that it has examined the applicable general terms of sale.

#### 2. GENERAL

All our consignments, whether through commission agents or by post, are the consignee's risk. Carriage costs are payable by our customers in all cases.

#### 3. RETURNS

Publications supplied in special cases with a return option must be forwarded carriage pre-paid to our warehouse at ZI -14, rue ampère - 77 400 LAGNY SUR MARNE - FRANCE.

#### 4. RESERVATION REGARDING OWNERSHIP

Ownership of the goods being sold shall only be transferred to the purchaser after full payment of the purchase price. Thus, should the customer fail to pay any sum owed by the due date, we shall be entitled, having given initial formal notice without receiving the desired result, to immediately take back the goods delivered, the customer being required to return these goods as soon as the request is made.

Although ownership is not transferred until payment of the full price, responsibility for risks of deterioration, loss or theft of the goods shall be transferred to the purchaser as soon as delivery is made.

The purchaser must therefore take out all necessary insurance cover to provide for these contingencies.

Should the customer undergo court-ordered adjustment of winding-up, the seller shall be entitled to claim ownership of the goods sold, as provided for under articles 121 and 122 of the law of January 25 1985.

#### 5. PAYMENTS

Our invoices and statements are payable in Lagny, by draft or computerized bill of exchange. Our drafts shall in no event operate as any exception to said jurisdiction clause. They may be submitted for acceptance by our bank prior to maturity.

Interest for overdue payment shall be charged in the event that the amounts owed are paid after the payment date specified on the invoice, when the payment is made after the time limit set in the General Terms of sale. The above penalties shall be equal to 12 % of the overdue amount. Where the purchaser has already breached one of its obligations (e.g., failure to pay or overdue payment) in connection with a previous order, further sales may be denied to such purchaser, unless it submits satisfactory guarantees or makes payment in cash. No discount for payment in cash or prepayment shall be granted to such purchaser.

#### 6. DISPUTES

To be admissible, any claim or dispute must be filed within a period of two months after the date of the invoice, for customers in metropolitan France, and within a period of four months, for other customers.

#### 7. JURISDICTION

Any disputes arising fall within the exclusive jurisdiction of the Paris Trade Court. The jurisdiction thus attributed applies if there is more than one defendant and for incidental applications for introduction of third parties or impleaders.

It also applies in the events of settlement by banker's draft.

The non-payment of invoices by the agreed due date gives rise with full legitimacy to payment by the customer of a sum in compensation fixed, as a penalty clause and as specified under Article 1226 of the French civil code, at 15 % of the invoices unpaid at their due date. This does not alter the validity of legal action which may be taken under article 700 of the NCPC (new French code of civil procedure).

Date :

Legal obligation :

Sign and seal

Correspondance : 128 av du Mal de Lattre de Tassigny 77403 LAGNY CEDEX Tél. : 01 60 07 82 00 Fax 01 64 30 92 22

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N° T.V.A. : FR 11 702 044 710