

General conditions of sale in and outside France by TOSHIBA LIGHTING PRODUCTS (France)

General terms

The present general terms of sale by Toshiba Lighting products (France), hereafter "TLF" or the Supplier or the Seller, apply in their entirety to all sales deliverable on the French territory, including French overseas territories.

They also apply to all export sales, including those of goods sent to one of the member states of the European Union.

The general conditions of sale, hereafter "GCS", shall take precedence over any general conditions of purchase or any other document from the Customer, whatever the terms, unless expressly agreed otherwise by our Company.

The fact of placing an order with TLF implies full and unconditional acceptance of its prices and General Terms of Sale, with the understanding that if one of their clauses or in the event that any clause from any contract arising from them is declared null and void by any Court, the validity of the other clauses shall not be affected by such a decision.

Specifications of the goods

The goods mentioned herein are emitters or lamps, either incandescent or infrared, or using any other technology. They are for domestic or industrial use, in particular for heating or lighting.

When needed, the goods are described more precisely as to their specifications and qualities in the commercial documents of TLF or in exchanges of correspondence between the parties.

Orders

For the present clause to be implemented, it is to be noticed that our goods are always, for any given reference, sold in multiples of ten (10).

In case of an order which does not conform to this rule, it is only the share which is a multiple of ten (10) which will be taken into account. In this case, if the customer does not place a supplementary order for the remainder, the customer will be presumed to have abandoned his desire to buy the extra goods.

Orders are binding and irrevocable.

Orders are received in any written form at the TLF head office. Are considered as written documents: faxes, electronic or postal mails, or Electronic Data Interchange.

The Supplier has five working days to refuse an order, in writing, in total or in part; with the understanding that for the present GCS to apply, working days are calendar days except Saturday, Sunday and public holidays as they are established in France.

The sale contract is thus established either at the date of the written confirmation by TLF or by the delivery of the order if it takes place within the period of five working days mentioned above, or at the end of such a period if the seller chooses tacit agreement.

Unless expressly agreed between the parties, no order shall be received if it amounts to less than 100 Euros before tax, or if it is less than thirty (30) goods with the same reference.

In the case of TLF making a written offer, the contract is definitely established at the reception of the order received as a follow-up to this offer, or, if appropriate, when a deposit is paid if the offer mentions it. The deposit is non-refundable in all cases.

Orders made orally are not accepted, unless expressly agreed between the parties, which agreement is in the form of a confirmation in writing by TLF or the delivery of the expected sales.

No modification of the order shall be accepted, unless expressly agreed to by the seller. In that case, the extra cost incurred will be invoiced.

It is expressly stated that the request by a customer for the design or modification of a lamp shall not be construed as an order for the sale of such goods.

Price

Invoiced prices are those applicable at the time of the conclusion of the sale. Taxes and costs are not included.

Delivery

Delivery terms

Goods sold by TLF in France are delivered postage paid.

Goods for export are sold under Incoterm Delivered At Place (DAP 2010). The duties of the parties are determined by the Incoterm, subject to what is mentioned below or possible provisions agreed upon by the parties beforehand.

In all cases, the Supplier shall deliver the goods to the agreed point of delivery and to this end shall establish a contract of carriage with the transport carrier of his choice. Unless expressly agreed between the parties, all the additional charges of carriage from the initial place of delivery to another place, which TLF might incur due to additional services or an accepted modification of the order, shall be invoiced to the customer separately in addition to the price of the goods.

Delivery time

For deliveries in France, delivery time is mentioned in the confirmation of orders and is usually of 21 working days from the date of the conclusion of the sale. This delivery time does not take into account the time taken for the delivery, which is to be added.

In the case of a part delivery or anticipated delivery, it is the responsibility of the customer to take all necessary measures pertaining to it, and TLF shall not be blamed in any way whatsoever.

Our company shall do their best to deliver on the date agreed on with the customer. However, in the case of non-observance of the delivery time, the customer can notify the company, by registered mail with acknowledgment of receipt, of another reasonable delivery time, which cannot be less than fifteen working days. In the case this new delivery time, thus notified, should expire without being carried out, the customer will be able to cancel the sale contract in the same manner without any compensation being paid. However, the Supplier cannot be held liable for delays due to problems in the supply of raw material or energetic resources. Thus, the sale cannot be canceled if the Supplier can warrant such difficulties.

Passing of risks

Upon delivery, be it in full, in part or anticipated, the goods are under the safekeeping of the customer. The risks of damage which the goods might cause or suffer, for any reason whatsoever, even in case of *force majeure*, of unforeseeable circumstances, or because of a third party, are transferred to the purchaser.

Reception of good – conformity

Verification of goods

On reception goods must be checked for number and condition.

Damage due to transport

The goods mentioned herein these GCS must be checked upon arrival at the place of delivery, and as well as what is mentioned below; any contest shall be notified immediately to TLF.

In France, any reservation or contest about missing or damaged items because of transport shall be written on the delivery slip and confirmed within 3 days (exclusive of bank holidays) to the carrier

according to Section L133-3 of the Commercial Code, by registered letter with acknowledgment of receipt. A copy of this letter

(with a copy of the said delivery slip) shall be sent without delay to the head office of TLF by registered letter with acknowledgment of receipt.

For goods delivered abroad, any reservation or contest about missing or damaged items because of transport shall be notified thus:

The notification will be in the form of a statement made with the carrier or his agent, and failing such a statement, in reservations mentioned on the bill of lading to the carrier, a copy of which the customer will have made. In any case, the customer shall have done his utmost to inform TLF of the problems within 24 hours so that TLF be in a position to act without delay towards the carrier.

Reservations about the quality of the goods

For goods delivered in France, any reservation or contest about the conformity of the goods shall be mentioned on the delivery slip and confirmed by registered letter with acknowledgment of receipt for the carrier and a copy sent to TLF within 5 working days starting on the day the goods were received.

For goods delivered abroad, any reservation or contest about the conformity of the goods must be in conformity with sections 38 and 39 of the Vienna Convention, the goods must in any case be examined within the shortest possible delay from the date of delivery. Furthermore, no complaint shall be accepted if the reservation or contest has not been made by registered letter with acknowledgment of receipt within 15 working days starting on the date of delivery.

In any case, the customer will have to specify the defects or technical faults of the goods, the supplier reserves the right to check, or have checked, the goods on the spot. If the above conditions are not met, the goods shall be considered in conformity and TLF cannot be held liable.

Returns

No return will be accepted unless it has been expressly agreed beforehand by TLF.

In the case of a return, the goods shall be in a perfect state of conservation, shall be sent back in their original packaging, shall not have been taken apart, nor used or even installed. They shall be returned within 5 working days from the day of the supplier's agreement.

The goods shall be replaced by identical goods.

The return of the goods will not lead to the payment of compensation to the customer.

Storage of goods by the customer

The customer is solely responsible for the damage of goods because of storage in abnormal conditions or in conditions that are incompatible with the nature of the goods.

Payment

Terms of payment

Payment must be made within 60 days from the date of invoicing for a sale in France.

However, any significant downgrade of a customer's credit known to our company may justify the demand for guarantees or a cash settlement, before the orders are performed.

No discount shall be made in case of early payment.

Invoices are payable to the TLF head office and paid by money transfer to the bank account indicated on the invoice.

Payment will be deemed made when the money is made available to the supplier.

Except in the case of an express written agreement between the parties, the customer cannot settle a debt by compensation on his claims.

Late payment

Without prior notice being needed and without prejudice to damages, if an invoice due is not paid even in part, the supplier reserves the right to claim penalties for late payment starting on the due date of payment.

These penalties are payable on first request.

The penalties are calculated by applying an interest rate of 3 times the legal interest rate applied in France to all the sums remaining due.

Furthermore, any late payment will enable the supplier to withhold the performance of outstanding orders.

In the case of total non-payment or non-payment in part of a due invoice, the amounts to be paid because of that order or other orders already delivered or being delivered will be immediately payable after proper notification by TLF, by registered letter with acknowledgment of receipt.

Title retention clause

Title in the goods will not pass to the Customer until the company has received full payment for the goods, principal and ancillary, payment being understood as when the money is made available to TLF.

The buyer holds the goods on our behalf and must insure, keep and maintain the goods so as to be able to return the unpaid goods in the same state and shape as when they were delivered.

The return of unpaid goods shall take place at the customer's risk and expense, after a written request from TLF by registered letter with acknowledgment of receipt, with the understanding that our request is to be considered as a formal notification to return the unpaid goods, and that the goods in store at the customer's are presumed to be the unpaid goods. The sale of the returned products shall be cancelled as a matter of right.

The taking back of the goods by TLF does not exclude other legal actions taken by TLF.

The customer cannot secure, pledge, or consider as guarantee goods that are unpaid in total or in part.

The buyer shall notify his own customer of this clause on title retention on the goods or products sold by TLF and of the right of claim that our company reserves for itself.

Force majeure or unforeseeable circumstances

TLF shall not be liable to penalties or any other sanctions if TLF puts the sale on hold in total or in whole, or cancels it, in the case of *force majeure* or of unforeseeable circumstances preventing or reducing the production, or affecting in the long term the transport of its products, or preventing the normal performance of the sale.

Should such circumstances arise, TLF will notify the customer in writing.

Language – assignment of jurisdiction – dispute settlement

These GCS are written in French in their original version, which is the authoritative text. They are subject to French laws, with the understanding that for any sale abroad, it is the Vienna Sales Convention of 1980 on contracts for the international sale of goods which applies first for any point not dealt with in these clauses.

All claims will be brought exclusively before the Commercial Court of Nancy (Meurthe-et-Moselle, France), even in the case of summary proceedings, notwithstanding plurality of jurisdictions or defendants, or warranty claims.