



## GENERAL TERMS OF SALES

### 01. GENERAL TERMS OF SALES

With the sole exception of a special and explicit agreement with the customer, the offers of our company and the processing of its validated orders are regulated by the general terms hereunder defined.

### 02. VALIDITY OF THE OFFER

The prices and products offer of the company lasts as long as the customer's option, to wit, 15 (FIFTEEN) DAYS, except when otherwise mentioned.

At any time and without notice, the company may alter the pricing and details mentioned in its catalogues and leaflets, so as to keep pace with the technical and economical evolutions of the field.

### 03. ORDER ACCEPTANCE

The customer's order may not be processed without an explicit acknowledgement from our company.

### 04. PRICING

Our prices are quoted without VAT ; they include the ordered item(s), standard packaging and handling at our offices, but do not include shipping fees.

These conditions apply to all orders, except when otherwise mentioned, providing payment has been duly received within the term described in paragraph 8.

Prices may vary according to financial and economical conditions, as recorded on the day of the offer. They may be updated according to these new data.

### 05. DELIVERY, TRANSPORT, RISK OF LOSS

**5.1. DELIVERY DATES ARE BASED ON THE DATE OF THE ACKNOWLEDGEMENT OF THE CUSTOMER'S ORDER.** A delayed delivery does not justify an order cancellation nor a partial refund, except when otherwise mentioned by explicit agreement between the customer and the company. However, such an agreement loses its validity if the customer does not respect the terms of payment, or provides incomplete details to the company.

**5.2.** Orders can be processed in one or several shipments.

**5.3.** The risk of loss or damage of the shipped items passes to the customer, from the moment the items are handed to the customer or to a carrier, from the delivery platform or the offices of the company.

**5.4. IN CASE OF DAMAGE DURING THE TRANSPORT, IT IS OF THE CUSTOMER RESPONSIBILITY TO NOTIFY IT TO THE CARRIER.**

### 06. ACCEPTANCE OF DELIVERIES

**6.1.** Any claim concerning the quantity of delivered items must be submitted for examination to our company within 15 (fifteen) days, counting from the delivery date.

Standard items packaged in standard units : the customer agrees to take in a quantity of items which is as close to the ordered quantity as the standard package will allow.

Custom items : the customer agrees to take in the quantity of items shipped providing the difference with the quantity ordered does not exceed  $\pm 5\%$ , except when otherwise mentioned.

**6.2.** Any claim concerning the QUALITY of delivered items must be submitted to our company WITHIN THE MONTH FOLLOWING THE DATE OF DELIVERY for examination and application, if necessary, of the requirements mentioned in paragraphs 6.3 and 6.4 of the present General Terms of Sale. After this date, the shipped items are considered as accepted by the customer.

**6.3.** If, according to the customer, one or several of the shipped items do not meet requirements as defined by paragraph 10.1, the items may not be returned WITHOUT THE EXPLICIT CONSENT OF THE COMPANY, which depends on the following conditions :

- a written note detailing the causes of return must be attached to each item
- Each returned item must be sent back to our company in the original packaging it has been shipped in.
- The returned items may not have been altered by the customer or damaged by whatever cause (including, but not limited to, stocking and control operations)

**6.4.** Any returned item acknowledged as such by the company can be either replaced by a similar item or repaired. Alternatively, the company can generate a refund for the cost of the item.

**6.5.** Paragraphs 6.2 to 6.4 do not apply to items which have been juggled suitable by a final inspection in our factory, or by any specific control included in the guidelines of the company. to be cancelled also in French ones!!!

**6.6.** The company can deliver Certificates of Conformity for the items it ships, according to the guidelines provided by its Union.

### 07. INVOICE

**7.1.** The invoice for an ordered item is generated by the shipment.

Invoiced prices include the payment conditions, the packaging fees and / or shipping fees, which the company may want to bill separately and the VAT

**7.2.** Payment for items not available from stock (especially custom items) and items being shipped according to the customer's conditions will be done in advance or by a deposit, except when otherwise mentioned.

**7.3.** Additional costs generated by any modification requested by the customer and accepted by the company, which may affect the specifications, the drawings, the quantities or the delivery date as mentioned in the order acknowledgment, will be separately invoiced.

**7.4.** When items are deposited at the customer, the company may retrieve them at any moment, by any mean, and without notice. If the customer cannot hand back the deposited items to the company, full payment of the items is required.

### 08. PAYMENT

**8.1.** All invoices are to be paid at the registered office of the company, whatever the means of payment are.

**8.2.** Dates of payment are stipulated on the invoice.

Conditions of payment are fixed by agreement with the customer, prior to shipment. The customer may pay :

- with order

- with delivery

- at reception of the invoice (this may not concern bills over 450 euros, except when otherwise mentioned)

- within the legal time limit, which is the Friday of the sixth week following the invoice week, except when otherwise mentioned.

The company applies a discount to every anticipated payment. The discount depends on the date of the payment, and on the basic interest rate + 2 % of the Credit Commercial de France running on the first day of the month of the invoice.

**8.3.** Non payment in full or in part incurs:

- an interest on arrears at a rate of 6 % above the basic interest rate at the Cr dit Commercial de France, computed from the first day of failed payment on the billed amount, including VAT. A minimum of 30 euros will be then charged, which does not include other damages, interests and fees.

- all due amounts, even in time, are immediately payable.

- as long as payment is still incomplete, the company may not act nor deliver.

- as long as payment is still incomplete, discounts and rebates offered by the company are revoked, without it affecting the agreement between the customer and the company — however the said agreement can be revoked as well by the company.

### 09. RETENTION OF TITLE

THE COMPANY RETAINS THE OWNERSHIP OF THE SHIPPED ITEMS AS LONG AS FULL PAYMENT IS NOT EFFECTUATED.

### 10. WARRANTY

**10.1.** At the time of delivery, the company guarantees that the delivered items are those specified by our data-sheets or, as is the case with custom items, answering to the requirement of our customer, as agreed by written deed. The proposed warranty is limited, barring all other liabilities, and by the choice of our company, to replacing, repairing or refunding at invoice price the defective item.

**10.2.** The warranty is ineffective when the customer mishandles the delivered items and does not follow the notice of use nor the rules of the art. IT RESTS WITH THE CUSTOMER TO ENSURE BY MEANS OF PRELIMINARY TESTS THAT HE CAN MAKE PROPER USE OF THE DELIVERED ITEMS. THE COMPANY WILL NOT BE LIABLE FOR ANY DIRECT NOR INDIRECT CONSEQUENCES, AFFECTING EITHER PERSONS OR GOODS, AND ANY COMPENSATION MAY BE CLAIMED TO THE COMPANY TO THESE EFFECTS.

### 11. EXPORT

The exportation of some of the items sold by the company may be restricted by French and foreign regulations. The customer will have to heed to them.

### 12. INDUSTRIAL PROPERTY

**12.1.** The sale and delivery of an item by the company does not endow the customer with any right on the patents, licences, brands, or any other trade or copyright of which the company has the use as far as the sold items are concerned, even if the item has been customized for the customer, at his requirement. The company is the sole owner of all the equipments, tools, documents, inventions, patented or not, made by the company in the course of its work.

**12.2.** However, the customer may obtain an exclusivity of use for a custom item for him, depending on his financial contribution, and after explicit agreement from the company.

### 13. CONFIDENTIAL INFORMATION

The customer and the company commit not to divulge, under any form, the information duly noted as "confidential information" that will be exchanged between the parties.

### 14. FORCE MAJEURE

In the case of an extraordinary event preventing the company to ship the sold items in due time to the customer, such as, but not limited to, fires, floodings, strikes, impaired traffic, accidents, lack of raw materials following an failure to deliver from our suppliers, the company would be freed from its obligations as long as the said events last. However, were the event to last for more than three months, both parties would have the possibility of revoking the agreement.

### 15. DISPUTES

ANY DISPUTE RELATING TO THE COMPANY AND THE ITEMS IT SELLS AND SHIPS SHALL BE SUBMITTED TO THE TRIBUNAL DE COMMERCE IN CR TEIL, FRANCE.