



GENERAL TERMS & CONDITIONS OF SALE

Article 1. TRANSPORTATION: Our goods are shipped at the customer's own risk and expense, regardless of the means transportation used or the method of payment.

Article 2. LEAD TIME: Our lead times are indicated for information only, and do not leave us liable to incur late penalties or order cancellations. They are dependent upon receipt of all the necessary information (particularly drawings, licences, authorisations, locations and methods of delivery, etc.) in due time and also upon compliance with the above terms and conditions of payment for sales.

Article 3. DELIVERY: Regardless of the product's destination and its specific terms and conditions of sale, delivery takes place at our workshops, as soon as the product is released and made available. Products are delivered either by handing them over directly to the customer, or by simple ex-works delivery notice, or by transfer at our workshops to a shipper or carrier.

Article 4. LIMITATION OF LIABILITY CLAUSE: The vendor shall not, under any circumstances, be held liable for damage or injury to persons or property. In all cases, the buyer remains responsible for checking the conformity of the products before any use or incorporation into another product. The vendor shall only be held liable for the repair or replacement of a defective product under the terms of the guarantee.

Article 5. GUARANTEE: Unless stipulated otherwise, our company guarantees against faulty materials and manufacturing defects for a period of 12 months starting from the date of delivery. Under this guarantee, we reserve the right to choose whether to repair or replace the product or defective elements delivered by us. All other incidents relating to transportation, moving, installation or re-assembly shall be at the buyer's expense. The guarantee does not apply if the product has been incorrectly installed, unless installed by us on-site, nor does it apply if the product has been incorrectly used or maintained, nor if it has been repaired or modified by persons working without the approval of our company.

Article 6. RETENTION OF TITLE: Title to the products shall remain fully vested in us until the invoices are fully paid. We reserve the right to demand the return of products in the event of failure to pay any one instalment due. The buyer undertakes to return said products to us, at its sole expense, upon our request, as soon as the products have been made available, the buyer assuming all risks and undertaking to insure the products on our behalf.

Article 7. ESTABLISHING THE CONTRACT: The contract is concluded at the vendor's main address by sending acknowledgement of receipt of the purchase order, confirming acceptance exclusively within the framework of these general terms and conditions of sale without reservations. Our quotations are only valid for two months.

Article 8. PRODUCTS – TECHNICAL SPECIFICATIONS AND DRAWINGS: Supplies exclusively comprise the exact product indicated in the purchase order confirmation. The product is determined using the data sent by the buyer. The buyer must validate all the drawings. In the absence of written comments, received within 10 days following their dispatch to the buyer, the latter is deemed to have given its full agreement, both in terms of the dimensions and the technical specifications indicated therein. Consequently, as soon as the drawings have been definitively validated, or deemed to have been in the absence of any comments, no modifications to the products' characteristics will be accepted. The express or implied acceptance of quotations and the absence of comments result in the full and complete validation of these general terms and conditions of sale for the purposes of performing the contract.

Article 9. STUDIES, PROJECTS AND DESIGNS: Our project studies, drawings, designs, photographs, sketches and models are our own exclusive property. They may not be copied, reproduced or divulged to third parties without our prior written approval.

Article 10. TRANSFER OF RISKS: In all cases, risks are transferred as soon as the product is made available to the customer or carrier, even if the vendor dispatches the product, notwithstanding the retention of title clause.

Article 11. TECHNICAL ACCEPTANCE: The buyer is responsible for checking the conformity of the goods on receipt, even when a special acceptance procedure is provided for. The delivered goods are deemed compliant in all cases, if the customer has not issued written reservations within a period of three days after receipt.

Article 12. FORCE MAJEURE: All our commitments shall be suspended or cancelled in all cases where a breach of duty may be attributed to a case of force majeure or a serious incident due to which it is impossible for the vendor to perform its obligations, such as a total or partial strike (in particular in our plants and offices, and those of our suppliers), floods, fire, etc.

Article 13. PRICES: The prices indicated cover products collected from our workshops, including standard cardboard packaging. The prices invoiced are those valid at the time of delivery, except for prices fixed on quotation.

Article 14. PAYMENT: The amount on our invoices is payable net, with no deduction, 30 days following the end of the month of delivery, by an accepted bill of exchange. Cash payment or provision of a guarantee (bank security) may nevertheless be required in the absence of references approved by us, for a first order or for any other reason. These bills of exchange must be returned accepted, without deletions or alterations, within 10 days of being issued. The rejection of a single bill of exchange, non-payment of a single invoice or failure to pay a single bill instalment due, immediately, automatically and fully entitles us to automatically cancel the sale 10 days after unheeded formal notice by recorded delivery, and authorises us to take possession of the product by simple interim injunction, without prejudice to the right to claim any other damages. On export, payments are made using confirmed irrevocable letters of credit, domiciled in a French bank in PARIS, 100% payable on dispatch or using a stand-by letter of credit.

Article 15. APPLICABLE LAW: The law applicable to the contract is French law.

Article 16. DESIGNATION OF AN ADDRESS: Each party designates its address as being that of its company headquarters.

Article 17. JURISDICTION: In the case of disputes, jurisdiction is expressly attributed to the competent courts of law where the vendor's headquarters are located, even in the event of summary proceedings or multiple respondents.