

GENERAL CONDITIONS OF SALE

The orders or offer acceptances and, more generally, all documents signed between us and the buyer involve acceptance by the latter, without reserve, of the general conditions of sale set out below, which are considered as being firmly and finally accepted. No contrary or special wording, hand-written or not, added to any document whatsoever, especially documents supplied by the buyer, even countersigned by us, may be used to oppose them, unless they have been the subject of a special clause accepted by our Head Office.

The applicable legislation will be that of France.

1) PRICES

The prices shown on our price lists are communicated for guidance purposes only. They are drawn up in the light of the economic conditions known on the date on which the price list is established. They are stipulated "excluding VAT" or "including VAT" depending on the case. Invoices are sent out in line with the economic conditions in force and on the day on which the goods are made available, with prior notification.

2) ORDERS

The orders taken and commitments concluded by our representatives do not become final until they have been confirmed by us.

The order confirmation is sent out in writing from our Head Office, after the order has been received from the customer.

Whatever type of order confirmation we have sent out, it implies acceptance by the buyer of the prices, our sales and settlement conditions, quantities, types and sizes mentioned by us.

3) DELIVERY TIMES

Delivery times are given for guidance purposes only. They may not give rise to any late-delivery penalty unless they are given on the order confirmation sent out by our Head Office. In no circumstances can late delivery justify the cancellation of orders.

Cases of "force majeure" give us the right to postpone delivery times or cancel all or part of the contracts in progress. The following are considered to be cases of "force majeure": a state of war, strikes, fire, flood and, more generally, any causes that hinder our deliveries.

4) DISPATCH

Goods are generally transported by you. They travel at the recipient's risk and we may not be held liable in any circumstances, even for a carriage-paid delivery.

The goods must be received by the customer. The vehicle should be unloaded in due form and as quickly as possible.

The customer will pay any unloading costs.

After reception, the customer has 24 hours in which to inform us of any problems by registered letter, so that we can question the carrier's liability.

After reception, the goods should be stored on the premises designated by the buyer, and he is then liable for them.

Any invoicing, transport and unloading problems should be settled between the customer and the carrier.

5) STORAGE

We cannot be held liable for any damage suffered during storage.

6) GUARANTEE

Our goods cannot in any circumstances be the subject of a guarantee.

7) CANCELLATION

In the event of a cancellation of an order by the buyer, for whatever reason, we may seek compensation, which may not be less than 20 % of the supplies planned.

8) SETTLEMENT

Failure to return this invoice within 1 week implies a final acknowledgement of its validity. Any sum not paid within 30 days will be deemed to bear interest at the rate of 1.5 % per month. These conditions are subject to any special conditions set out in this invoice. A discount of 0.50 % per full month will be deducted from the total sum if the invoice is settled early.

If the debtor's failure to pay forces us to hand over the recovery of the sums due to us to our debt collection service, these sums will be increased, in addition to legal interest, by a compensation payment fixed at 10 % of their total. This increase is established as a penalty clause, in accordance with articles 1226 and 1152 of the Civil Code.

9) RESERVE OF OWNERSHIP CLAUSE

The goods will remain our property until the agreed price has been paid in full (Act no. 80335 of 12 May 1980), and the fact of the buyer going into receivership or having his assets liquidated does not modify these conditions of sale. We will retain any payments already made as cancellation compensation.

10) JURISDICTION

Any dispute or contestation should be referred only to the Commercial Court in Saint-Etienne 42 Loire France.

The various methods of payment and the delivery location may not, in any circumstances, create any exemption to this jurisdiction clause.