



## **GENERAL TERMS OF SALE**

### **ARTICLE 1 – APPLICATION AND ENFORCEMENT OF THE GENERAL TERMS OF SALE**

These General Terms of Sale (GTS) shall be systematically sent or provided to all buyers in order to enable them to place orders.

Consequently, the act of placing an order shall imply the buyer's full and unreserved acceptance of these GTS, to the exclusion of any or all other documents, such as prospectuses and catalogues, issued by the seller and which are purely for information purposes.

No special term may take precedence over the GTS, unless formally agreed to in writing by the seller.

### **ARTICLE 2 – ORDERS**

Orders shall only be finalised once confirmed in writing.

The seller shall only be bound by orders taken by its representatives or employees subject to written, signed confirmation.

Any or all order shall have minimum value of EUR 2,500.

Any or all change to, or cancellation of, any order placed by the buyer shall only be taken into account if it is sent in writing prior to the shipping of the products.

At all times, and as it sees fit, the seller reserves the right to make any or all changes to its products and, without being obliged to change delivered products or ongoing orders, it reserves the right to change the models set forth in the prospectuses or catalogues, without prior notice.

### **ARTICLE 3 – DELIVERY**

Deliveries shall be made either by the direct furnishing of a product to the buyer, or by ordinary notice of availability, or by collection by a shipper or carrier from the seller's premises.

Deliveries shall only be made on the basis of available products and in the order in which orders are received. The seller is authorised to make either full or partial deliveries.

The overrunning of delivery lead-times shall not give rise to damages, holdbacks or the cancellation of ongoing orders.

Events of force majeure, discharging the seller from its delivery obligations, shall be war, riots, fire, strikes, accidents and the seller's inability to receive supplies.

In all cases, deliveries within the lead-times shall only be made if the buyer has fulfilled all its obligations vis-à-vis the seller, on any or all grounds whatsoever.

Products are deliverable carriage paid or cash-on-delivery at the agreed place; in all cases, products are carried at the responsibility of the consignee which shall, in the event of damage or shortages, draw up all the necessary statements and confirm its reservations by extra-judicial instrument or by registered letter with acknowledgement of receipt to the carrier, within three days of receipt of the goods.

### **ARTICLE 4 – ACCEPTANCE**

Without prejudice to the measures to be taken vis-à-vis the carrier, claims concerning obvious defects, or as regards the non-conformity of the delivered or ordered products or on the consignment note, shall be made in writing within eight days of the arrival of the products.

#### *ARTICLE 5 – RETURNS*

The expenses and responsibility relating to returns shall be assumed by the buyer.

No return shall be accepted more than eight days subsequent to the delivery date.

Any or all return accepted by the seller shall be subject to a credit note in favour of the buyer, following a qualitative and quantitative verification of the returned products; returns which fail to comply with the abovementioned procedure shall cause the buyer to relinquish the on-account payments which it may have made.

#### *ARTICLE 6 – WARRANTY*

Products are guaranteed against any or all defects as regards materials or manufacturing for one year as from the delivery date, in accordance with the products' certificate of warranty. Interventions under warranty shall not cause the term thereof to be extended.

The presentation of the certificate of warranty shall be systematically requested whenever the warranty is exercised.

Under said warranty, the seller's only obligation shall be to replace or repair the product or elements, which its departments acknowledge as being defective, free of valuable consideration.

In order to benefit from the warranty, any or all product shall be sent to the seller's after-sales service, the agreement of which shall be required for any or all replacement, beforehand. Any or all carriage costs shall be borne by the buyer.

#### *ARTICLE 7 – PRICES*

The products shall be supplied at the effective prices when the order is placed.

The prices shall be net, ex-works, and exclusive of taxes on the basis of tariffs provided to the buyer.

Any or all duties, taxes, rights or any or all other contribution to be paid under French regulations, or those of an importing country or a transit country, shall be borne by the buyer.

An invoice shall be drawn up for each delivery, and issued when this delivery takes place, unless a delivery slip has been issued, in which case a summary invoice, listing all the delivery slips issued, shall be drawn up every eight days.

#### *ARTICLE 8 – PAYMENT*

Unless otherwise agreed, payments shall be made under the following conditions:

- Payment at 30 days net as from the invoice date, without discount.

In certain circumstances, the seller reserves the right to request payment on delivery from the buyer, in particular, when the customer has no account with us, or has presented inadequate references, or has failed to pay for a previous order within the contractual lead-times. Depending on the geographic area of the buyer, the seller can demand a regular prepayment.

In the event of late payment, the seller may suspend all ongoing orders, without prejudice to any or all right of recourse.

Any or all sum which is not paid at the due date set forth on the invoice shall be subject to the application of penalties at one and a half times the legal interest rate. These penalties shall be payable at the seller's request.

In the event of failure to pay, 48 hours following formal notice which has remained ineffective, the sale shall be automatically cancelled, should the seller so decide, and the latter may request at summary proceedings, the return of the products, without prejudice to any or all other damages. The cancellation shall concern not only the ongoing order, but also any or all previously unpaid orders, whether delivered or in the process of being delivered and whether payment therefor is due or not.

In the event of payment by commercial paper, failure to return the paper shall be deemed to constitute a refusal of acceptance, representing failure to pay. Similarly, when payment is in instalments, failure to pay a single instalment shall cause the whole debt to become immediately payable, without formal notice.

In all the abovementioned cases, sums which may be owed for other deliveries, or for any or all other reason, shall become immediately payable should the seller elect not to cancel the corresponding orders.

The buyer shall repay all expenses incurred during the litigious collection of amounts owed, including the fees of members of the legal profession (*officiers ministériels*).

Any or all worsening of the buyer's credit rating may justify the requesting of guarantees, or payment on delivery, or by draft payable at sight, prior to the processing of orders received.

#### **ARTICLE 9 – PASSING OF THE RISK**

The passing of the risk on products, even in the event of a sale agreed free of valuable consideration, shall take place when the products are shipped from the seller's warehouses.

Consequently, in particular, the goods are carried at the buyer's responsibility, and the latter shall, in the event of damage, loss or shortages, make any or all reservations or exercise any or all right of recourse against the liable carriers.

#### **ARTICLE 10 – RESERVATION OF TITLE CLAUSE**

**The goods which are the subject matter of this agreement shall be sold under a clause expressly making the transfer of title conditional upon full payment of the price, in principal and incidentals.**

**It is nevertheless understood that the simple furnishing of a security instituting a payment obligation, bill of exchange or other, shall not constitute payment within the meaning of this clause, the seller's receivable from the buyer continuing together with all the related guarantees, including reservation of title, until said commercial paper has actually been paid.**

**The above provisions shall not prevent, as from delivery of the goods, the risk of loss or damage to the goods subject to the reservation of title, and any or all damage which they may cause, from passing to the buyer.**

**The buyer shall take out an insurance policy providing cover against the risks arising from the collection of the goods.**

**Whilst the price shall not have been paid in full, the buyer shall isolate the goods delivered hereunder and refrain from storing them together with other goods of the same nature delivered by other suppliers. Should said goods not be isolated, the seller may demand repayment or take back those goods still in the inventory.**

**In the event of garnishment, or any or all other third party intervention as regards the goods, the buyer shall immediately inform the seller in order to enable it to take action against said garnishment and uphold its rights.**

#### **ARTICLE 15 – JURISDICTION AND DISPUTES**

In the event of any or all dispute or disagreement as to the formation or meeting of an order, the Bobigny Commercial Court shall have sole jurisdiction, unless the seller elects to refer the case to any or all other Court having jurisdiction.