



# TERMS & CONDITIONS

## ARTICLE 1. - APPLICATION AND OPPOSABILITY OF THE GENERAL CONDITIONS OF SALE

The fact of placing an order implies the complete and unreserved adherence of the buyer to these GCS ; all other documents such as brochures and catalogues distributed by the seller have an indicative value only, due to their limited content. No particular condition that is possibly contrary can, except for the formal and written acceptance of the seller, prevail over the GCS.

The fact that the seller does not insist at a given moment on applying any one of the GCS must not be interpreted as an invalidation of that or any other of the conditions of sale.

## ARTICLE 2. - PLACING AND MODIFYING ORDERS

The seller is only definitively bound by the orders taken by its representatives or employees on receipt of a written and signed confirmation of the order. Any modification of the order requested by the buyer can only be considered if it arrives in writing before the collection or forwarding of the goods. If the seller does not accept the modification, the paid sums which could have been paid by the buyer and in such a case regarded as down payments will not be refunded.

It should be noted that no exchange or return will be accepted concerning second-hand materials which, by their very nature, do not have any sort of guarantee.

## ARTICLE 3. - DELIVERY : METHODS, DETAILS

Delivery is carried out either by the direct handing-over of the product to the buyer, or by simple notice of availability, or by delivery to a consignor or a transporter to the premises of the seller. Deliveries depend on the availability of transport. The seller is authorised to carry out either complete or partial deliveries.

Unless there is the written agreement of the supplier, the carriage costs are always the responsibility of the buyer. All taxes, duty or legal formalities that must be paid for pursuant to French regulations, or those of an importing country or a transit country, are the responsibility of the buyer. The delivery periods are indicated as precisely as possible but are subject to the seller's supply and transport possibilities.

Concerning orders placed by professional buyers, failure to meet the delivery deadline, if not excessive, or if due to circumstances beyond the control of the seller, stipulated in the 6th § of the present article, do not justify the alteration or cancellation of the pending orders nor any compensation.

However, in transactions with non-professionals, if the product is not delivered on the due date, except in the case of causes beyond the control of the seller, the termination of the sale can be requested by one or other of the parties, and notably by the buyer under the form and deadline conditions provided for in art. L 114,1.2 of the Consumer's Code; the buyer could thus obtain the return of the sums already paid, with the exception, however, of any other indemnity or damages, except for a proven case of seller's negligence.

The following situations are deemed to be outside the control of the seller, releasing the seller from his responsibility of delivering : wars, riots, fire, strikes, accidents and the impossibility for him to be supplied. The seller will keep the buyer informed, at the appropriate time, of the situations listed above.

In any case, delivery within the deadline can not be assured if the buyer has not met all his obligations towards the seller for any reason.

## ARTICLE 4. - TRANSFER OF RISKS

The transfer of risks concerning the products, even in the event of a sale with carriage-paid, takes place at the forwarding from the shop or warehouse of the seller. The goods, when in transit, are thus the responsibility of the buyer, and it is up to him to claim against the transporter in the event of any loss or damage.

## ARTICLE 5. - GUARANTEES : DURATION, CONDITIONS

Reminder of the legal guarantee : notwithstanding any other contrary stipulation, the seller is bound towards the buyer concerning the legal guarantee in the event of any fault or hidden defect in the object sold (art.4.1 Decree n° 78.464).

In the case of non-conformity, faults or hidden defects concerning the delivered goods, duly noted by the seller under the conditions envisaged hereafter, the buyer can obtain either the free replacement of the product, or a refund as the seller decides, but no compensation or damages will be paid except in the event of serious negligence. Without prejudice to the action to be taken in respect of the transporter, claims concerning defects or non-conformity of the delivered product to the order or the dispatch note, must be made in writing as soon as the goods arrive and within eight days at the latest.

It is the responsibility of the buyer to present justification concerning the existence of any claimed defects or anomalies. He must give to the seller the opportunity to inspect the goods in question, if necessary using a consultant, and to remedy the problem. If he attempts to repair the goods, himself or involving a third party, without the prior agreement of the seller, the guarantee will be invalidated.

The guarantee does not apply to apparent defects, nor to damage and deterioration caused through natural wear and tear or due to external causes (e.g. erroneous assembly, defective maintenance, abnormal use), through a modification of the product that is neither foreseen nor specified by the seller. Second-hand materials are also not covered by any guarantee.

## ARTICLE 6. - BILLING, AND METHODS OF PAYMENT

A bill is made out for each event or delivery at the relevant moment or alternatively it is sent on later to the customer. In the cases of differed payment or payment at a specified deadline, what constitutes a payment within the meaning of the present article is not just the handing-over of a bill of exchange or of a cheque implying an obligation to pay, but actual settlement on the agreed date. In the event of a failure or a delay in payment, the seller could suspend all pending orders, without prejudicing another course of action. All sums unpaid on the date stated on the bill will involve the application of penalties of an amount equal to two and a half times the legal rate of interest, by way of a non-reducible penalty clause. These penalties will be due for payment at the request of the seller.

In the event of a default in payment, forty eight hours after a formal demand has not had a result, the sale will be resolved automatically through the legal process if it is deemed necessary by the seller, who may request summary proceedings, entailing the return of the products, without affecting any other claims for compensation. The resolution will not only affect the order concerned but all other unpaid orders which remain, whether they have been delivered or are in the process of being delivered and for which payment is outstanding or not.

The buyer could be held responsible for all the expenses involved in the contentious recovery of the sums due, including the fees of legal officers and lawyers. In no event can the payments be suspended or be the subject of any other compensation claim without the written and prior agreement of the seller. Any partial payment will be credited initially to the non-privileged part of the claim, then to the sums which are most overdue.

## ARTICLE 7. - RESERVATION OF TITLE TO PROPERTY CLAUSE (STATUTE N° 80.335, MAY 12TH 1980)

Delivered goods remain the property of the seller until their complete payment, and until this time, the buyer may not dispose of them through sale, or change them in any way. However, the risks as indicated above are the responsibility of the buyer from the time of collection or delivery. Credit notes of any kind do not constitute payment. In the event of the seizure of the goods by a third party, the buyer is responsible for informing the seller.

## ARTICLE 8. - AMICABLE SETTLEMENT OF DISPUTES, RATIONE MATERIAE JURISDICTION

Before any contentious action is taken, the parties will commence preliminary conciliation contacts in order to reach an amicable agreement, by one of the authorities created for this purpose in the professional sector of the seller or by the law and the regulations in force. Concerning sales to professionals, the only competent court, in the event of any kind of litigation or dispute relating to the form or execution of the order, is the Versailles Court of Commerce whose area of jurisdiction covers the registered office of the seller. This clause applies even in the event of summary proceedings, a claim made during the course of litigation or of the plurality of defendants or of action against a guarantor, and whatever the mode and forms of payment, no jurisdictional clauses in the documents of the buyer can prevent the application of the present clause. A non-professional buyer has the option of going to the competent territorial civil court.