

GENERAL TERMS AND CONDITIONS OF EXPORT SALES

(THIS TEXT IS TRANSLATED FROM FRENCH, CONSEQUENTLY, THE FRENCH VERSION SHALL PREVAIL)

ARTICLE 1: APPLICATION OF OUR GENERAL TERMS AND CONDITIONS OF SALES

All orders from our customers, whether sent to us directly or through our representatives, shall be registered solely upon the terms and conditions of sale set forth herein below notwithstanding any provisions in the customer's order that are in any way inconsistent with these terms and conditions, unless we expressly agree to such provisions.
No waiver on our part, or non-enforcement or on non-application of any clauses hereof shall in any affect the validity of the other clauses.

ARTICLE 2: OFFERS AND ORDERS

Our offers are valid only if accepted by return mail or within such period of time as may be specified therein. No order shall be binding on us unless and until it has been accepted by us in writing. Without any modification within the next 24h, the terms of the response will be acknowledged. All modification on an accepted order may incur administrative costs of up to 100€.

ARTICLE 3: DELIVERY

Unless otherwise agreed upon, our goods and their packaging are always sold ex work (EXW - CCI incoterms last edition). The buyer shall therefore bear all risk of or damage to the goods during transport, even when the price therefor is stipulated carriage-free.
Consequently, we warrant the quality, quantity and weight of our products only upon departure from our works, warehouse or other storage facilities.
No claim for shortfall or for patent defects shall be admissible unless notified to us immediately and confirmed to use in writing within eight days of receipt of the goods. In addition, the buyer must take all steps to permit the goods to be surveyed, possibly jointly, by the parties, their agents, or any other third parties appointed by term. In the case of loss or damage or shortfall, the buyer must moreover take all action in respect to the carrier and the insurer to safeguard the rights of the parties, including but not limited to lodging timely and sufficiently detailed claims or reserves with the shipping company and/or other carrier, in accordance with the regulations governing the mode of transport.

ARTICLE 4: DELIVERY TIMES OR DATES

Delivery times or dates shall not be binding unless so stated in the order and agreed to by us in our acknowledgement of receipt of order. Delivery dates are estimated with +/- 3 days of tolerance. No delay with respect to delivery times or dates shall be a ground for claiming damages or for canceling a sale.

ARTICLE 5: LIMITATION OF WARRANTY AND CLAIMS

The buyer is required to verify, upon receipt, whether the goods delivered is conform and exempt from patent defect, and to notify any claim to us within eight days. No claim shall be accepted after expiry of such eight-days period. For hidden-defects, a period of thirty (30) days shall be granted.
No claim shall be accepted in respect of goods that have been used, transformed or, more generally, that are no longer in the same condition as delivered, where the claim is based on manufacturing defects that could have been discovered prior to use or transformation of the goods.
Continued use of goods shall imply acceptance thereof, it shall be customer's responsibility to ensure, by carrying out sufficiently long tests, that the goods are suitable for the purpose for which the customer intends to use them.
In all other cases, our liability shall be governed by the statutory provisions in force; provided, however, that in dealing with professionals our liability shall in all events be limited, at our election, to free replacement of the goods or refund to the price paid, to the exclusion of payment of any damages.
We shall not be liable for non-compliance with our technical recommendations, non-use of recommended products, of for non-compatibility, acceptance and/or preparation of our supplies in accordance with trade rules and practices.
It is imperative to refer to the recommendations, instructions and documents provided by us to the customer or that may be supplied to the customer on request.
If an order is fulfilled in several deliveries, any claim relating to any of the deliveries shall not modify the reciprocal commitments regarding the order deliveries. No return shall be accepted without our prior express agreement.

ARTICLE 6: RETENTION OF TITLE

It is mutually agreed that to the goods shall not pass until the price has been paid in full. The buyer undertakes (1) to notify us forthwith of any stoppage of payments by the buyer, (2) to prepare or allow to be prepared, upon commencement of creditor's relief proceedings, a report determining that the buyer's inventories include unpaid goods belonging to us, and (3) to provide us with all information enabling us to assert our ownership vis à vis sub-purchasers. The postponement of passing of title shall in no way affect the transfer of risks.

ARTICLE 7: FULFILLMENT OF ORDER

Differences in color or aspect cannot always (in the context of manufacturing techniques) be avoided between factory productions, on the one hand, and between factory production and samples, on the other. Such differences cannot constitute an element for dispute or for rejecting the goods.
For special manufacturing orders, we reserve the right to deliver and invoice 10% more or less than the quantities ordered. The customer should take such technical risk into account when placing the order.
Furthermore, certain manufacturing defects may be noticed on the material and compensated for on our initiative in accordance with trade practices ("strings", or visual marks on the material).
An equipment, machinery and/or tools specially purchased or built to fulfill orders placed by our customers shall at all times remain the property of our company notwithstanding receipt from said customers of any advances or contributions to start-up costs for such equipment, machinery.
The making of items pursuant to design or models or equipment provided by us cannot be entrusted to any third party without our prior authorization.
The reproduction of designs and models at the request of a customer shall be under the customer's sole responsibility, in particular as regard possible actions based on infringement of intellectual property rights or unfair competition.

ARTICLE 8: PRICE

Our goods are always invoiced at the price in effect as of the date of shipment- the price being understood to mean goods verified in invoicing units upon departure - and the payment period shall be computed from the date of shipment.
If an order is fulfilled in several deliveries, the invoices relating to each of the deliveries shall be payable as and when issued, without awaiting the entire fulfillment of the order.
Default of payment of any such invoice or failure to accept the bill of exchange relating thereto shall entitle us, without prior formal notice, to consider the order terminated or to suspend shipments and shall automatically entail termination of all contractual relations.
Administration costs of 75 € can be added on all invoices under 500 €.

ARTICLE 9: PAYMENT

Unless otherwise agreed, our invoices are due to our account department 30 days from the end of the month of the date of shipment of the goods.
In the event of deterioration in the solvency of financial standing of the buyer, we may, at our election, cancel the order or require payment in advance or additional security.
An amount shall be deemed paid when available to the seller in the seller's country and in the currency of invoicing.
The Buyer is not entitled to postpone a payment by claiming any defect or to take any compensation.
In the event that, at the buyer's request, the price is fixed and invoiced in a currency other than the seller's national currency, the buyer shall indemnify the seller for any foreign exchange loss due to fluctuation in the exchange rate between such currency and the seller's national currency they may have occurred between the date of fixing the sales price and the date of collecting the invoiced amount.
The buyer agrees to accept and/or withdraw the documents upon first presentation by the bank or our agents. The buyer further agrees to take all steps to transfer the funds by the due date, and to assume liability for delays until the funds arrive in the country of invoicing.

ARTICLE 10: DEFAULT OF PAYMENT

Interest at a rate of ten points above the prime rate of the central Bank of the country of invoicing (but in no event to be lower than the legal rate applicable in such country) shall automatically accrue, without formal notice, from the due date an amount is not paid. Default of the payment of any amount on the due date shall cause all other amounts payable by the buyer to become due for with. Furthermore, any payment default shall entitle us to terminate all contracts in progress with respect to the supplies remaining to be delivered thereunder, without any formality and without prejudice to damages.

ARTICLE 11: FORCE MAJEURE

War, mobilization, government decisions, strike (whether total or partial), lockout, breakage of machinery, difficulties in procuring raw materials or power supplies, fire or any other event beyond our control, liable to prevent or reduce production or delivery, shall be assimilated to an event of force majeure entitling us to suspend performance of our obligations or, as the case may be terminate them.

ARTICLE 12: CHANGE IN ECONOMIC CONDITIONS

In the event of major change in the economic conditions prevailing at the time of our acceptance of an order, such as might render fulfillment abnormally onerous for us, we reserve the right to renegotiate the terms and conditions of the relevant order and, should agreement be impossible, terminate it.

ARTICLE 13: INDUSTRIAL PROPERTY

Any and all use by buyer of any of our trademarks or our corporate name shall be subject to our prior written consent.

ARTICLE 14: JURISDICTION - GOVERNING LAW

Any and all disputes relating to our contractual relationship shall be determined in accordance with French law exclusively and the courts of PONTOISE (FRANCE) shall have exclusive jurisdiction, even where are several.