

# **General Sales Conditions**

## **I - Generalities**

- 1 - All of the orders that are placed with our Company are subject to these General Sales Conditions, which prevail over any contradictory document and, in particular, the client's purchasing conditions, which shall not be enforceable with regard to our Company, unless stipulated to the contrary and specified in writing.
- 2 - Our offers are without any commitment on our part until the firm acceptance of the order.
- 3 - In the event of an additional order, the components of this order (price, timeframes, etc.) are those set out in our tariff matrix at the time of accepting the additional order, except in the case of a specific commercial agreement that is validated with the client. The conditions granted for the initial order may not be automatically applied to the additional order.
- 4 - Any order accepted in writing by our Company is considered firm. In the event of a cancellation request by the client, any costs and expenses already incurred by our Company may be invoiced.

## **II - Price, timeframes and quantities**

- 1 - The prices are established excluding tax on the basis of the tariff in force as of the day of placing the order. The applicable taxes are those that are in force as of the date of invoicing.
- 2 - The delivery timeframes are given as an indication when all of the necessary information has been transmitted to our Company by the client and do not in any case constitute a commitment by our Company. Possible delays (for example, caused by waits for materials, tools, proforma payment, etc.) shall not give the client the right to cancel the sale, to refuse the merchandise, to claim damages and late penalties. Notwithstanding this reservation, our Company shall do everything in its power to comply with the timeframes that it may indicate.
- 3 - In accordance with standard practice, the quantities ordered shall be delivered with a tolerance limit of 10% more or less.
- 4 - Shipping costs (flat rate of €50 excluding tax) apply for deliveries of less than €500 excluding tax (unless otherwise indicated). Above this amount, deliveries for Metropolitan France are carriage paid. For deliveries outside France, the transport costs are invoiced on an actual basis.

## **III - Payment conditions**

- 1 - The payments are without discount and are due within a period of 45 days following the end of the month of the delivery date, unless provided for to the contrary in our offers, order confirmations or invoices.
- 2 - For any payment that is not made to our invoicing address as of the agreed date, our Company reserves the right to assess interest at the rate of 1% of the price, including tax, per month, without the need to provide advance notification or the need to re-send the invoice.
- 3 - The method of payment in force is bank wire or bank cheque. Any other method of payment requires the prior consent of our Company.

## **IV - Transfer of ownership**

The transfer of ownership of the products is subject to the full payment of all of the accounts receivable during the commercial relationship and those which later result from this.

## **V - Guarantees and responsibilities**

- 1 - The entrusted works are carried out under the best conditions allowed by the technologies used by our Company and the indications or the originals provided by the client.
- 2 - The storage conditions for our products are indicated on the traceability labels. The guarantee is exclusively limited to the replacement of the merchandise that is recognised as defective by our services and does not in any case apply to costs of any other nature (costs of administration, sorting, scrapping, production stoppage, etc.).
- 3 - In no case may our Company be held responsible for bodily harm or material damages of any nature whatsoever which may be the consequence of a poor adaptation of the product or its defective use or storage.
- 4 - As concerns returns of our products, this may only be made free of charge if the product has not been modified in any way by the client or a third party, nor any unplanned usage been made of it.
- 5 - Any payment failure shall eliminate the guarantee.
- 6 - The guarantee of the merchandise shall terminate 6 months after the date of delivery to the client.
- 7 - Our Company shall not accept any claims connected with transporting incidents (damaged package, missing package, etc.) if the client has not issued any reservations (with photographs, if possible) at the time of receiving the merchandise and notified the transporter in writing.

## **VI - Limits of responsibility**

In all cases, the responsibility of our Company shall be limited to the price paid by the client for the performance of the works.

## **VII - Confidentiality**

Our Company shall deploy all reasonable efforts to conserve the confidential information which is entrusted to it in connection with the works performed for the client.

## **VIII - Force majeure**

Our Company shall not be responsible for delays, errors, damages or any other defect in the performance of its obligations in the case of force majeure, which include, for example, acts of war, strikes, natural catastrophes, pandemics, etc.

## **IX - Miscellaneous**

- 1 - No modification of these General Sales Conditions shall be valid if it has not been made in writing between our Company and the client.
- 2 - The possible invalidity of a part of the provisions of these General Sales Conditions may not affect the validity of the other conditions.
- 3 - The fact that our Company or the client does not apply rights specified in these General Sales Conditions shall not constitute a waiver of these rights.

## **X - Applicable law / Competent courts**

- 1 - The place of performance for the payment of the order price and the other services is our Registered Office.
- 2 - Any dispute relating to an order received by our Company shall be judged by the competent court for the Registered Office of our Company, even in the case of multiple defendants or a call for guarantee. This clause shall prevail over any other clause.
- 3 - No acceptance of payment of cheques, drafts or any effect domiciled in another location shall cause a novation of this clause attributing jurisdiction. The applicable law is French law.