



GENERAL TERMS OF SALE

1. PURCHASER'S ACCEPTANCE

Any order for goods and/or equipment (hereafter: the «products») automatically includes the unreserved acceptance by the purchaser (french or overseas) of all terms set forth in this document, and the waiver of all stipulations in its own terms and conditions, except for special written agreements formally accepted by our company.

2. PLANS, DESIGNS AND DOCUMENTS

We shall retain exclusive ownership of all plans, designs and documents of all kinds provided or sent by our company. They must be returned to us upon request. Financial contributions for design and travel costs may be invoiced. We retain all intellectual property rights attached to our plans, designs and documents. Communication of these plans, designs and documents shall not result in the transfer in any form of the attached intellectual property rights. These plans, designs and documents cannot be disclosed to anyone or used in any way by their recipient.

3. ACCEPTANCE OF ORDERS

Orders placed by the purchaser are only final when confirmed and accepted by our company in writing.

4. MINIMUM ORDER

Any order from a purchaser (for which an account has already been opened by our company) can only be accepted if the amount of the order is at least equal to 100 euro excluding taxes.

5. ORDER FROM A NEW PURCHASER

Any order from a new purchaser (requiring as such that an account has been opened by our company in its favour) can only be accepted if (i) the amount of the order is at least 500 euro excluding taxes and (ii) if it is accompanied by an advance payment to our company of an amount equal to the amount of this order excluding taxes. Should our company refuse to accept the order, in accordance with the faculty it is granted in application of the article above "Acceptance of Orders", the advance thus paid will be immediately returned by our company.

6. PRODUCT PRESENTATION AND DESIGN

Except for specifications requested by the purchaser, our Products are generally delivered in accordance with the reproductions and descriptions which appear in our catalogue. However, our company expressly reserves the right to change a model at any time, whether for reasons of safety, technical support and manufacturing or improvements. In the case of a purchase order in progress for a model which has been changed, our sole obligation is to deliver the ordered Product in accordance with the new model.

In its capacity as an experienced professional, at the time of its order the purchaser will ensure that the Products are suitable for their intended use or will ask our company any questions it may have on this issue, to enable us to suggest an adjustment to the initially planned order. Once the Product order is final, the purchaser guarantees that the Products will be used in accordance with the instructions for maintenance and use and with best practices.

7. DELIVERY DEADLINES

Stated or planned delivery deadlines, specifically at the time of the order, are always provided for information only. Any delays do not give the purchaser the right to cancel the sale, reject the Products, apply penalties or claim damages.

8. ACTS OF GOD AND FORCE MAJEURE

Any event, whether or not foreseeable, which is outside of our company's control during normal operations, which interfere in the performance of its obligations, including but not limited to natural disasters, fire, floods, total or partial strikes, lockouts, transport interruptions or delays, failure of a supplier or a subcontractor, interruption in the supply of energy, raw materials or spare parts, machinery breakdown and any major accidents at the facilities constitute force majeure or an act of God within the meaning of these general terms of sale. Under such circumstances, our company will inform the customer of the event in writing as soon as possible. The agreement binding our company and the purchaser shall be automatically suspended without compensation starting from the occurrence of the event. If the event lasts longer than 30 (thirty) days from the date it began, the order may be terminated by the first party to act, and neither party may claim damages. This termination will take effect on the date of the initial delivery of the registered letter with return receipt terminating such order. Nevertheless, quantities ready for delivery at the time of the event shall be accepted by the purchaser.

9. DELIVERY – TRANSPORT

Delivery takes place in our stores, either by directly providing the Products to the purchaser or delivering them to a shipper or transporter.

Notwithstanding the retention of title provision set forth in Article 11 of these general terms of sale, the transfer of risk and lawful possession of the Products occurs upon delivery. Accordingly, the Products travel at the purchaser's own risk, regardless of the transport method or the terms of payment for transport costs. In the case of damaged, lost or missing goods, the purchaser is responsible for exercising all remedies and making all necessary reserves against the transporter within the dead-lines and according to the procedures set forth in Article L 133-3 of the French Commercial Code.

10. SALE PRICE – INVOICES

The Products are provided at the price in effect on the day the order becomes final, taking into account the applicable VAT as of that date. Any change in the rate may be recovered through the Product price. Our prices are established according to economic conditions (such as the cost of raw materials) as they exist on the day the order is final, and may be revised based on changes in these conditions during execution of the order. The same applies for imported goods and equipment in the event of modifications in foreign currency exchange rates and the rates of customs duties and other taxes. We therefore reserve the right to change our rates based on the foregoing. Any claim concerning our invoices will only be allowed if submitted within eight days following receipt. Our prices include «Products available to the purchaser in our stores». Additional charges apply to costs of packaging, transport and insurance.

11. TERMS OF PAYMENT AND EXPIRY OF THE TERM

1. In the absence of provision to the contrary, our invoices are payable at our registered office, net and without discount, at thirty days from the end of the month starting from the date of issuing of the invoice.

By express agreement and without prejudice to all our other rights and actions and in particular those set forth at Articles 10 and 11 hereafter, any sum not paid at the due date shall form the subject of late payment penalties calculated at the rate of three times the statutory interest rate to which a lump sum compensatory pay-ment for an amount of 40 € will be added for recovery costs. These penalties and compensation are automatically payable and shall be applied to the debit of the purchaser's account. When the recovery costs incurred are greater than the amount of that lump sum compensatory payment, additional compensation may be requested, upon justification. Furthermore, orders in progress shall be automatically suspended or cancelled if our company sees fit, without prejudice to any other remedies.

2. In the event of payment by agreed instalments, the non-payment of a single instalment shall make the balance due automatically.

3. All costs relative to international bank transfers are the responsibility of the purchaser.

12. CANCELLATION

The sale shall be automatically cancelled, in our company's discretion, without notice or summons and without prejudice to our right to seek damages:

- if the buyer cancels their order before it is released from our stores or;
- if the buyer does not take delivery of it by the deadline set or;
- if any sum is not paid by the due date.

In these scenarios, the deposit paid shall be retained by us as compensation.

13. RETENTION OF TITLE

By express agreement we retain ownership of the supplied products until the date of full payment, in accordance with article L 624-16 paragraph 2 of the French com-mercial code. In this regard, the submission of bank drafts or any other instrument that creates an obligation to pay does not constitute a payment within the meaning of this provision.

Nevertheless, the purchaser may resell or alter the products, but only under the following conditions:

- Within the scope of normal operations of its business, the purchaser is authorised to resell the delivered products, but it may not pledge them as collateral or transfer ownership as a guarantee. Furthermore, they are not subject to seizure. In the event of resale, the purchaser agrees to immediately pay us the portion of the price remaining due or inform us immediately so we can potentially exercise our claims concerning the price against the third party purchaser.
- In the scope of its normal operations, the purchaser is also authorised to alter the delivered products, specifically by incorporating them into or adding them to other equipment. In this case, it agrees to immediately pay the portion of the price remaining due, or to transfer to us ownership of the item resulting from the alteration to guarantee our seller's rights as set forth above, in the event of seizure or other action by a third party the purchaser is required to inform us immediately.
- Authorisation to resell or alter is automatically and immediately withdrawn in the event the purchaser is unable to make payments or payment is late.
- Despite the application of this retention of title provision, the purchaser shall bear all risks from the time of delivery, specifically in the case of loss, theft or destruction. Accordingly, it will take out insurance covering risks which arise as from product delivery.

14. GUARANTEE

Our Products are guaranteed from one year as from delivery against any defects in materials, or manufacturing or design defects. This guarantee automatically ends in the event our Products are not assembled and used according to «best practices» or in accordance with the characteristics for which they were designed or manu-factured. With regard to the Products in the catalogue, such characteristics are set forth in such catalogue. For special Products, these characteristics result from the specifications provided by the purchaser.

In any case, our obligations under the guarantee are limited, in our company's discretion, to the simple replacement of Products acknowledged as defective by our company, their repair or their reimbursement. Our company is in no way responsible for repairing damage caused by such defect, specifically damage resulting from downtime of either the delivered Product or the ensemble into which it was incorporated.

The guarantee is not applicable if (i) the manufacturing or design defect results from improper use or design imposed by the purchaser, (ii) the defect results from equipment and/or a product provided by the purchaser or arises from parts or equipment requested by the purchaser.

Our company is released from all obligations following the guarantee period, or if the purchaser's claim is not submitted to us along with the defective equipment «carriage paid» within 30 days after noting the defect. In no case shall exercise of the guarantee extend such guarantee. The foregoing constitutes the entirety of our company's guarantee and prevails over any other guarantee of any kind.

15. NON-CONFORMITIES

15.1 The buyer must check the products when they are delivered, and this should include the quality, quantities and references of the Products and their compliance with the order. No claim - which must be reported in writing and specify the nature of the non-conformity - shall be taken into account if our company receives it after a period of 3 working days following the date of delivery (hereafter the «Claim»). This inspection procedure by the buyer, which is restricted to the aforementioned deadline of 3 working days, shall neither increase the length of the payment period nor change its start point as provided for in the Article «Terms of payment and expiry date». If the buyer intends to initiate legal proceedings, this must be initiated within one year of delivery; and once this deadline has passed, no legal action may be taken.

15.2 Our company shall have a period of [10 working days] from the date of the Claim to check, when there is contact with the buyer, that there is a non-conformity issue with the Product or not. Our company shall indicate its acknowledgement of a Product non-conformity by issuing an acceptance form (hereafter the «Acceptance Form»).

15.3 The Product, which shall have the Acceptance Form attached to it, shall then be returned within [10 working days] after this Acceptance Form has been issued, it being hereby specified that this return shall be done in accordance with the procedures outlined by our company, which shall bear the costs. If the unit value of the Product acknowledged to be non-compliant is less than or equal to €40 excl. tax, the Product shall not be returned unless an express decision has been taken to the contrary by our company.

15.4 The Products for which our company has issued an Acceptance Form, are subject, at the discretion of our company, to replacement, repair or a credit note, to the exclusion of any compensation of any sort. Our company shall inform the buyer of the deadlines for replacing or repairing the non-compliant Product when the Acceptance Form is issued, it being specified however that replacing a Product requires that the non-compliant Product has been received beforehand by our company, except if the Product does not have to be returned. A credit note shall be issued by our company within 3 working days from receipt of the non-compliant Product or when the Acceptance Form was issued, if the Product does not have to be returned.

16. RETURN OF PRODUCTS IN THE EVENT THAT AN ORDER IS FULLY OR PARTIALLY CANCELLED

Any buyer who wishes to cancel all or part of a Product order must send his/her application to return one or more of these Products to our company within a maximum period of 3 months from the date that the invoice relating to the order in question was issued, in order to get the agreement of our company to return the Product(s) in question. Indeed, any return of a Product by the buyer must be subject to formal and prior agreement from our company.

It having been already specified that this "return" procedure may in no case be implemented for the following Products:

- Product whose unit price is less than or equal to €100 excl. tax,
- A specific Product (i.e. not offered in the catalogue),
- A Product with an expiry date.

By way of derogation to the principle that a Product with a unit price less than or equal to €100 excl. tax cannot be returned, our company could accept, of its own free will, the return of several Products with a unit price less than or equal to €100 excl. tax subject to:

- the total aggregate price of the returned Products is greater than €100 excl. tax, and
- the Products are returned in one single consignment, and
- that the other conditions that apply to the return procedure (in particular the 3 month maximum deadline and the agreement from our company) are stringently complied with.

If our company agrees to the return of one or more Products, the buyer shall remain liable for the packaging and transport costs charged to the buyer by our company when the order was delivered. The costs and risks related to the return of the Product(s) shall be borne by the buyer. Finally, the buyer shall be invoiced €50 excl. tax in administration fees per return order (such as this term is defined below).

Subject to compliance with the terms and conditions mentioned above, our company shall indicate that it agrees to the return of the Product(s) by issuing a return order listing the Product(s) for which the return has been authorized. The buyer shall then return the Product(s) concerned accompanied by the return order within a maximum period of 15 working days from the date on which the return order was issued and in one single consignment. Our company shall inspect the returned Product(s) within a maximum period of 10 days from the date of receipt. The purpose of this inspection is to check that each Product returned is definitely the one which is the subject of a return order and that it is in the condition in which our company delivered it to the buyer.

After each Product returned has been inspected and our company has accepted that it shall take back the Product, a credit note corresponding to the price of the returned Product(s) shall be produced within a period of 10 days from its receipt, after the administration fees referred to above have been deducted.

Our company does not accept any returns of Products which do not comply with the procedure referred to in this Article 16 or with that provided for in Article 15.

17. JURISDICTION – APPLICABLE LAW

The parties expressly agree that any disputes of any kind or for any reason, even concerning exercise of the guarantee or multiple defendants, falls under the exclu-sive jurisdiction of the commercial court which has the responsibility of our registered office, notwithstanding any contrary provision invoked by the purchaser. Notwithstanding any stipulations to the actual place of payment, neither our bank drafts or acceptance of settlement nor shipments under any system whatsoever shall constitute a novation or waiver of this jurisdiction provision.

Any issue concerning these general terms of sale or the sales they govern shall be governed by French law.

In the case these general terms of sale are translated into a foreign language, only the French version shall prevail.