

GENERAL CONDITIONS OF SALE

ZI de Popey 1 Impasse des lettres 55000 BAR-LE-DUC FRANCE

1 - GENERAL PROVISIONS

Except in the case of special agreements expressly accepted by us in writing, all the supply agreements for our products are governed without exception by the general conditions indicated below. Any order will by right require the client comply with these general conditions.

2 - ORDERS

Any change or cancellation will only be accepted within 24 hours of receipt of the order form on a commercial letterhead. The contract is definitively entered into only after the express acceptance of the order. The commitments undertaken by our agents and representatives shall be binding upon us only after confirmation by the company.

3 - PRICE

The validity of our prices is limited to one month as from the date of the written proposal. These prices are established according to the economic conditions of the day on which the proposal was made or the date of registration of the order. These may be revised depending on changes to official indices and raw material prices.

4 - DELAY

The delivery times indicated in our order confirmations do not take into account elements beyond our control. However, we will undertake all necessary means to respect them. Any possible delays will not cause cancellation of the sale, rejection of the order or claims for damages.

5 - TRANSPORTATION

Our goods are sold ex works and are transported at the risk and danger of the buyer, regardless of the mode of transport or payment method of transport (free or due). While our products are insured at their true real value by us on your behalf, it is imperative that the condition of the goods be checked upon receipt in the presence of the carrier, in order to determine any reservations* with the latter if necessary. These reservations will be noted on the delivery note within 48 hours, by registered letter with acknowledgment of receipt and a copy of the reservations letter sent to us within the same period*. NB: the note «subject to unpacking» is never taken into account by insurance companies.

6 - ACCEPTANCE OF THE GOODS

Any complaint about our products must reach us eight days after reception at the latest, by registered letter with acknowledgment of receipt, in order for it to be examined. In all cases, our responsibility cannot exceed the replacement of the goods or service considered defective.

7- CONDITIONS OF PAYMENT

1st payment: cheque upon order then 45 days end of the month by cheque or bank transfer for the following payments.

8 - COMPETENT JURISDICTION

Any difficulties arising out of this pre-contract or its consequences will be the exclusive jurisdiction of BAR LE DUC's Commercial Court, regardless of the general conditions of purchase that may otherwise be included.