

# GENERAL CONDITIONS OF SALE

## ARTICLE 1 – CLAUSE OF PROPERTY RESERVE

According to the capacities of the law of May 12, 1980, the seller or his legal beneficiaries saves himself the property of goods until the complete payment of the selling price by the buyer. The delivery of goods, matched with this express clause on the delivery order, accepted by the buyer contains acceptance of the aforementioned clause, except contradicted deliberately by its part at the latest at the time of the reception. As from the delivery, the buyer assumes nevertheless the responsibility of all the damages which goods could undergo or cause.

In case the buyer does not make its payments in agreed terms, goods, or their equivalent, must be got back, without taking legal proceedings., on simple reminder by registered letter under reserve of damages which could be asked resolutely by the sale by rights, without it is necessary to resort to the judicial ways.

## ARTICLE 2 –TERMS OF PAYMENT

Invoices are payable in cash without discount and in the place of seller's residence, except particular conditions.

## ARTICLE 3 – CLAUSE OF DELAY OF THE TERM, PENALTY CLAUSE

Any delay in payments entails by rights and without formal demand, on one hand the exigibility of the totality of claims and on the other hand, the exigibility of an interest calculated in application of the law N°92.1442 of December 31, 1992, at rate equal for a time and a half the current rate of the legal interest as from the date of maturity of sums owed in main thing. In case of judicial covering, it would be due to the SERMATEC company, as penalty clause, an additional reparation of 10% of the amount in due main thing.

## ARTICLE 4 – CANCELLATION

For lack of the payment of the price in agreed terms and a week after formal demand remained fruitless, sale will be cancelled by rights, if the seller thinks it advisable. In that case, this one will be able to require, on one hand, the restoration of goods sold at the expense of the buyer until execution by this last one of the totality of his commitments, or, on the other hand, in case of definitive deficiency of damages for resolution of sale by the fact of the buyer fixed to 10% of sums remaining due.

## ARTICLE 5 – CANCELLATION OF ORDER

The seller does not accept any cancellation of order by the buyer.

## ARTICLE 6 – CONFIRMATION OF ORDER

The seller saves himself the right to cancel every order taken by one of his employed representatives, and this during the period of one month as from the date of the order, and whatever are the conditions of purchase of the customer.

## ARTICLE 7 – PRICE AND DELIVERY

Except written and preliminary agreement, goods are always invoiced during the day of delivery.

Goods travel at risks and dangers of the addressee whatever are the ways of transportation or modalities of payment of the price for transport, carriage due, carriage paid, carriage to be invoiced, franco ...

## ARTICLE 8 – COMPLAINTS

Any complaints or disputes should be indicated within a period of 8 days to be considered.

Spent this period, the seller will completely be considered all right with the delivery and the invoicing made. The taking possession of goods by the carrier engages its responsibility, and in case of neglects or damages, it will be up to the addressee to exercise personally his appeal against him, only responsible.

Deficiencies noticed by the buyer should be recorded at once on the list in the presence of the deliverer, and confirmed by mail recommended with demand of acknowledgement of receipt within 48 hours. The seller will on no account be able to be responsible for delays in delivery.

## ARTICLE 9 – LIMITS OF GUARANTEE

The SERMATEC company can only be bound to the pure and simple replacement in the rate the most reduced of the products, which could be recognized defective in the three months following the delivery without any other compensation, whatever nature it is.

## ARTICLE 10

These conditions cancel all previous issues. They will apply to each new order, unless if there are new conditions exist at that moment.

## ARTICLE 11 – DISPUTES

Any dispute arising from the contract shall be referred to the exclusive jurisdiction of the Court of Blois.

Particular clauses : will be dealt with specific proposals.