

## GENERAL SALES CONDITIONS

### Article 1 : GENERAL CLAUSE

1-1. Our sales and services are subject to these general sales conditions which supersede any other terms or conditions that could be included in the terms of purchase, purchase orders, letters or other documents from the buyer or customer (hereinafter referred to as "Buyer").

1-2. The Purchaser, by the simple fact of placing an order, is deemed to know and accept our general sales conditions which supersede any purchase conditions, unless a formally expressed and written waiver from our part is given.

### Article 2 : ORDER AND QUOTATION

Unless otherwise stipulated, our quotations are entirely without obligation. We only accept written orders. Verbal decisions are not binding.

### Article 3 : PRIVACY

Studies, plans, drawings and documents delivered or sent by us remain our property and may not be disclosed to third parties for any reason whatsoever by the Buyer.

### Article 4 : RECEPTION AND CARRIAGE OF GOODS

Merchandise is received and accepted in our workshops, prior to its distribution to the end customer. If delivery is delayed for reasons beyond our control, it shall be deemed to have taken place on the agreed date. The reception of goods covers visible defects. This clause covers the compliance of the merchandise with respect to both quantity and quality.

The goods travel at the cost and risk of the Buyer, who is responsible for ensuring the transport risks.

### Article 5 : QUALITY

Except when there are written stipulations in the order regarding the quality of the roll covering, as specified by the customer, we will despatch the quality that we regard as usual in the circumstances, according to the information given to us by the customer, and without any guarantee as regards performance.

### Article 6 : COMPLAINTS

6.1. Any other complaints must be communicated to us within 8 days by registered post to our registered office and supported by the necessary supporting documents : sample, delivery note, batch number and other markings on the packaging so that we can immediately carry out the necessary investigations.

6.2. In the event of a legitimate complaint, our intervention will be limited to replacing the deficient goods, without any right on the part of the customer to additional compensation. No complaint may be a reason for postponement or delay in the payment of our invoices.

### Article 7 : PAYMENT

7-1. Unless otherwise agreed in writing, our invoices are payable at the invoicing location, either within 30 days end of month, net without discount, or cash 8 days -1%.

7-2. In the event of non payment in total or partially on the due date without any reasonable complaint and after serving notice upon the debtor : the bill will be automatically increased without notice, any discounts for cash payment and DELAY PENALTIES equal to 1.5 (one and a half times) the legal interest rate on the outstanding balance. All other amounts owed by the same buyer, whether or not related to the same benefits or the same delivery, whether they have resulted in signing or issuing a bill, will become fully due whatever the initial due date, without specific prior notice.

7-3. We reserve the right, before or during the execution of the contract, to demand guarantees from the purchaser with respect to the payment of the purchase price and the execution of the contract. Should he refuse to provide such guarantees, the contract can be dissolved wholly or in part at the Purchaser's expense, at any time.

### Article 8 : CHANGES IN THE STATE OF THE BUYER

We reserve the right to dissolve the contract legally by sending a declaration of intent to do so by registered post, in case the financial state of the Buyer changes or if we fear that we may be in danger of losing our guaranties relating to the collection of the debt; advance payments possibly paid by the Buyer will be withheld until evaluation of damages and interest due.

### Article 9 : RETENTION OF TITLE

The goods delivered remain our property until receipt of full payment. Any issues regarding payment may result in claiming of the goods. This clause does not affect the transfer of risk of loss and damage to the purchaser upon delivery, as well as any damages which can occur.

### Article 10 : LOCATION OF THE EXECUTION OF THE ORDERS

It is expressly agreed that orders can be executed properly and under the same conditions by any other company belonging to the Group.

### Article 11 : DISPUTES

Any dispute related to the sale, even if the guarantee is invoked or several defendants involved, falls – in the absence of a mutual agreement – within the exclusive competence of the Commercial Court of Le Mans, France.