

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. In the event of an order of less than € 200, we will charge an administrative cost of 20 €.

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 : RÉCEPTION - TRANSPORT

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 Buyer shall bear the risks, even in the case of an agreed free sale, from the moment the goods leave the sellers premises. The goods are also at the risk and peril of the Buyer when in transit in case of loss or becoming damaged, as well as it being the Buyer's responsibility to initiate any recourse against the responsible transport companies.

Article 5 : INFORMATION AND CHOICE OF PRODUCTS

We shall provide the Buyer with technical specifications of the proposed products upon simple request. The client is responsible to check the products, prior to ordering, that they are the correct products for their needs or specific applications. In no event may the supplier be responsible if the Buyer orders a product which does not meet their specific needs. In the event the Buyer does not specify the quality of the elastomers or material, we shall use the qualities that we deem to meet the specifications or information received from the Buyer, without any guarantee. For dimensional and hardness tolerances, we shall apply - unless explicitly agreed with the client - standard ISO 6123, class XP.

Article 6 : RÉCLAMATIONS

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.

7-4. It is expressly agreed and unless a postponement is requested in good time, late payment of our supplies shall result in a penalty of 15% of the amount due, in addition to damages - interest, legal interest and any possible judicial fees.

7-5. It is also specified that any professional who is in late payment shall be liable to a fixed indemnity of €40 payable to the creditor for recovery fees. In the event that the recovery fees shall amount to more, an additional indemnity shall be requested.

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 : 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 Strasbourg, France.