

1. Field of application of the contract:

Unless specifically provided agreed in writing and signed by our company, these general terms and conditions, written in French language in their original version which alone is authentic, prevail over any other language version, apply to any supply of products, catalogue products or specific product, to the delivery service and each tool supply.

Any order shall imply the acceptance of the present General Conditions of Sales. These general terms and conditions cancel and replace the previous general terms and conditions.

2. Scope of documents transmitted by the customer

General terms and conditions of sales are the unique basis of all commercial negotiation. Purchasing conditions submitted by the customers can be applied only with our written acceptance.

Plans and others specifications transmitted by the customer have a contractual value and engage the responsibility of the customer.

3. Applicable law – Jurisdiction :

The general terms and conditions of sale presented herein are governed by the French law. Any dispute arising and arising from the business between our company and the customer shall be submitted to the Tribunal de Commerce de Besançon (25000 France) including claims under referee, warranty and disputes involving several defendants. However we can choose a relevant jurisdiction in the country of the customer if the customer is abroad.

4. Commercial offer – Tariff:

We reserve the right to make, without prior notice, changes to our models, prices, catalogues, Unless otherwise specified, our offers shall be valid during one month of its issuance.

Upon expiry of this period, prices and delivery conditions can be modified.

We reserve the right to modify our tariff at any time particularly with the price fluctuation of raw materials. In case of any modification, products from the order accepted the day of the modification shall be delivered with the current rate the day of the acceptance.

5- Order:

Any order or any change of orders must be send in writing, faxing or electronically and is accepted only after our written acceptance. The acceptability of the order is subject to the material availability of products and of raw materials. The client who cancels the whole or part of the order, who differs the delivery date or who modify it without we bear the responsibility, shall indemnity us for the totality of the cost incurred at the date of receipt date of the cancellation notice or modification of the customer, without prejudice to any damage.

Any order with requirements specifications or technical specification is valid only after the validation of all the documents by our company.

6 – Forecast orders

If the client supply to our company forecast orders, we use it to establish an offer. We keep the possibility to modify our price offer in case of significant non-respect of provisions.

7. Material and components supplied by the client:

In case of raw material and/or components supplied by the client, he will have to deliver it, at its risks and expenses. The client guarantees the quality and conformity of raw materials or components he will supplied, to the contractual specification, to the laws, to the rules and practices in the business. The client guarantees that he has the possibility to deliver the raw materials and components to our company and guarantees to us of any action engaged by its own suppliers.

8 Tooling

If we have to realize tooling for the needs of the order, tooling shall remain our exclusive property both material and intellectual.

Sums paid by the customer in addition to the price of parts are a contribution to tool costs We reserve the right to destroy or sell any tool not use for more than one year.

Our company shall inform the customer. The customer may prevent this operation if he propose to our company to acquire the tools within 30 days of being notified by our company of its intentions.

9. Delivery

Delivery shall be carried out by the direct transfer of Product, prior to loading, on the premise of Bourquin Décolletage, either to the client or to a carrier. We are authorized to make full or partial deliveries, depending on the availability of each product, each partial delivery having a separated invoice. In case of default to pick up merchandise which has been notified to be ready for dispatch, we have the right to bill to the customer storage fees, risks of storage hereafter this date. The delivery time is from the realization by the customer of its obligations (payment of a de posit, communication plan, material delivery...)

Any change of the order ongoing of the contract can lead to an extension of the delivery deadline. In case of non-respect by the customer of the timing communicated by him, we can't guarantee the respect of delivery deadline. We set out to meet the deadline communicated at the order acceptance. No-respect of delivery deadline can't justify the cancellation, the modification or postponement of order, or other orders already confirmed. Any late delivery penalty or delivery default must be beforehand accepted by our company.

10. Delivered quantities - Packaging

Delivered and invoiced quantities can be between 95% of ordered quantities and 110% of ordered quantities. The customer agrees to honor the payment of any invoice of product which has the quantity in the tolerance.

The customer abstains from any complaint regarding non-delivered products if the delivered quantities have this tolerance.

In case of non-respect by the customer of minimum packaging and/or indivisible packaging on the tariff, our company will deliver the number of products permitting to respect the packaging. The customer commits himself to pay the correspondent invoice.

11. Risk transfer :

From delivery, the Customer shall assume the risks of loss of, or damage to, the products and liability for any damage / loss which they may cause.

The customer incurs all the risks linked to the transport of products after the delivery, even in case of choice of carrier, in case of shipment by our plant truck, and/or in case of bearing the cost of transport by our company. Any instructions given by our company to the carrier are considered as emanating from the receiving customer.

12. Complaints:

12.1 Non-compliance: The state, the compliance, the absence of apparent defect, the respect of delivery deadline and delivered quantities must be verified at the delivery by the customer, in the presence of the carrier, the costs and risks involved in the verification shall be borne by the customer. Any complaint must be referred to on the carrier's receipt, and must be confirmed to our company, by registered letter with an acknowledgement of receipt, within 48 hours from the delivery. By default, the receipt of goods shall be considered without reservation and our responsibility for conformity default of products or for missing may not be brought into question.

12.2 Hidden defects: The reporting of hidden defects shall be done by the customer, by letter, fax or email, within thirty days from the date he has discovered or he should have discovered hidden defects. No denunciation will be taken in account if it occurs more than one year from the installation, except for particular prescriptions written on catalogues and instructions.

12.3 Proof of non-compliance or hidden defects – Return of products: The customer will have to provide justification regarding the reality about noted or hidden defects, any checking or any control carried out by the customer at his own cost.

We reserve the right to proceed directly or by the intermediary of our choice of any observation, checking and control in our plant, to the customer or to a third party.

Any returns of product shall require a written agreement from our company, can't be done only with the references of the delivery note and of the concerned invoice.

12.4 Penalty: In accordance with article L.442-6 8° of the French commercial code, no complaint or contestation allow the customer to deduce penalty or discount from the amount of the invoice established by us or to suspend the payment.

Consequently, any request of allowances or penalties linked to absence or delivery delay or non-compliance delivery shall require a written agreement from us.

Only legitimated penalties for the reality of a prejudice and proportionate to the non-execution committed can be accepted.

13. Warranty

13.1 Object of the warranty: Our company only guarantee: the compliance of delivered product with the features on catalogue, compliance of specific products to the specification given by the customer, to the plans or samples validated, and to the compliance of service realized. Any other guarantee is excluded.

13.2 Limits of the guarantee : The guarantee can't be applied in case of products modification by services other than us, or in case of fixed products depending on technics different from those from our documents, or in case of non-compliance use and/or storage of products to their final destination, to the conditions of use, to the installation requirement, to our documents. Any guarantee is excluded if the damage comes from an incompatibility between our products and components with a different origin, or in case of non-compliance products to compulsory standard posterior to the delivery of products, or in case of major case, or in case of normal wear of products or of the damage from carelessness of the customer, of control defect or tests, of surveillance defect or maintenance of defect coming from the conception by the customer.

13.3 Extension of the warranty: The guarantee is limited to the choice of our company to the replacing of non-compliance products or defects by same or similar products or by credit note issue, at the exclusion of any other compensation, for the customers, replaced products staying our property.

In case of intervention from our company when the guarantee can't be applied, the customer will received an invoice for delivery cost done by our company and a penalty equal to 20% of the price including tax and VAT of the concerned bill, for handling, repackaging and application fees, without damage of any other allowance.

13.4 The duration of the contractual warranty: In case of contractual guarantee forecast in the Product catalogues, it shall begin from the date of purchasing. The duration of guarantee are mentioned on the catalogues and on manual. The customer shall inform his own customers about the guarantee condition of products.

14. Intended use of products

The customer is responsible for the destination of ordered products. He shall previously oversee the suitability of the application.

15. Responsibility

In case of proven responsibility of our company, the responsibility of the latter is limited to direct material damage caused to the customer resulting from any fault attributable to our company in the execution of the order.

Our company shall not be held liable for any damageable consequences from fault resulting from the customer or third party in relation with the execution of the order. Our company is not responsible for damage linked to the use of technical documents, plans, material, information or data given or imposed by the customer. In no circumstance, our company shall be held to compensate immaterial or indirect damages such as: operating loss, profit loss, commercial damage, operation disruption, shortfall. The civil liability of our company, whatever the cause, excepted corporal damage and serious fault is limited to the maximum sum of the value of delivery collected in counterpart of defected service,

The Customer warrants that its insurers and any third parties in contractual relationships with it shall not bring any claims against our company or its insurers in excess of the limitations and exclusions set out above

16. Price – Payment terms:

All prices are effective ex works (EXW Incoterms 2000), excluding taxes, packaging cost included, excluding transport cost, insurance, revenue, right and other taxes bearing by the customer.

Invoices are payable, by any means of payment, to headquarter of our company, within 30 days at the end of the month, shipping date. Discount terms are written in the current pricing terms at the day of the order. An effective provision of funds to Bourquin Décolletage shall constitute payment.

17. Payment delay:

In case of deadline payment delay, we reserve the right to suspend, at any time, any delivery and/or shipment relating to the current sales and/or any current order.

In case of payment delay, the customer will be subject to a delay penalty calculated by applying the owed amount to an interest rate equal to three times the legal interest rate and of a fixed rate allowance for recovery cost of 40 euros. We can prevail of the immediate payability not yet payable, cancel the sales concerned and/or any order in progress, of full right, by preserving the advance payment received, and withholding product, without damage of any action; subordinate the execution of recurring contacts, even after partial delivery by paying immediately or by providing supplementary guarantees.

18. New Customer – change of the customer situation: In case of a new customer or event affecting the situation of a customer and/or its parent companies or subsidiaries aggravating the risk of unpaid, we shall determine the acceptance of the order and/or delivery of products by a payment in advance or by guarantees.

19. Retention property:

We shall keep the property of products until the full payment of the price mainly, interest, fees and accessories. The payment is realized when the money is fully received.

Bills of exchange or any other equity is not considered as a payment. Products in stock are presumed as unpaid, our company can at any time realize an inventory of it. In case of non-payment, the customer will have to, at his own cost and risks, give back the unpaid product, after formal demand and acknowledgement of receipt.

The Client may not under any circumstances pledge Products that have not been paid for, give them as collateral or grant sureties in respect of them.

20. Intellectual property:

The delivery of products does not involve, in no case, the transfer of the intellectual or industrial property right.

The client shall inform us immediately of any legal action brought against it with regard to intellectual and industrial property, concerning the products, and won't take any measure without a writing agreement from us, our company is the only one with the right to supervise proceeding and to decide of the action to hold.

The customer shall indemnify us against all proceedings, claims or complaints brought by third parties based on any breach of intellectual or industrial property rights, resulting from the manufacturing of a product on the basis of specification or technical documents given by the customer.

21. Confidentiality:

Any technical document or technical information, commercial, financial or legal regarding our company or its products, specific or not, of any kind, of which the customer have learned about it, are confidential and stay our exclusive property. In no case, those documents and information can't be diffuse, transmit, at any third party, without writing agreement.

22. Force Majeure :

In the event of force majeure recognized as such by the jurisprudence or in the case of the following events considered as force majeure: shortage of raw materials, strike, lock out, terrorist attacks, interruption of means of transport, bad weather, the party in default shall inform the other party in writing that this event has occurred and that they are unable to perform their contractual obligations.

The contract shall be suspended until the event in question has ceased, provided that it lasts no longer than 6 months, at which point the contract may be terminated upon request from all parties by registered letter with an acknowledgement of receipt.