

# GENERAL SALES CONDITIONS

## General Sales Conditions

These General Sales Conditions are the starting point for negotiations between Vendor and Purchaser and consequently provide a framework for the commercial negotiation.

### **ARTICLE 1: PURPOSE - SCOPE - INTEGRALITY**

1.1 All product orders imply Purchaser's full unreserved acceptance and complete adhesion to these General Sales Conditions which have precedence over all of Purchaser's documents unless agreed otherwise in advance by Vendor.

1.2 These General Sales Conditions apply to all sales of Vendor's products unless specifically agreed by the Parties in writing prior to ordering. Consequently, by making an order, Purchaser unreservedly accepts these General Sales Conditions unless specific conditions have been agreed in writing by Vendor and Purchaser.

1.3 No documents concerning Vendor's products provided to clients other than these General Sales Conditions, such as catalogues, brochures, adverts or notices, has any contractual value and are for information purposes only.

### **ARTICLE 2: ORDERS - PRICE LISTS AND PRICES**

#### 2.1. Orders

2.1.1 Orders are considered as confirmed when Purchaser signs and returns the standard order confirmation form issued by Vendor.

2.1.2 Orders raised on Vendor using this procedure are irrevocable for Purchaser unless a derogation is agreed in writing by Vendor.

#### 2.2. Price lists and prices

2.2.1 Products are sold under the conditions and price lists attached to the aforementioned standard order confirmation form provided by Vendor. Vendor's price lists include the following discounts: 50% discount (partner clients distributing or using at least one of Vendor's brands), transport discount (based on delivery weight, packaging requirements, displaying and stocking brand in showroom). Prices may be increased at any time after providing advance notice to clients. All price changes are automatically applicable from the date specified on the new price list.

Prices are shown without VAT. Any costs related to an order, including standard packaging and loading, are included but delivery is extra. Purchaser is liable for paying all taxes, duties or other amounts due under French law or the laws of the destination or any transit country.

2.2.2 In derogation to the price lists, specific prices may be negotiated on a case by case basis. These specific prices are consented because of specific conditions (referencing, stocking, exceptional promotions...) and are likely to vary proportional to French construction sector indices.

BT09. These specific prices will be reviewed half-yearly from their effective date: the price will change by the same amount as the selected reference index.

The reference index value is the most recently published value at the time the specific price conditions became effective. This price indexation operates automatically without prior notice being required. If the index's publication ceases during the contractual period between the Parties, another index that has the most similar characteristics to the preceding index will be used.

### **ARTICLE 3: PAYMENT TERMS**

#### **3.1. Payments**

3.1.1 Invoices must be paid in full no later than 30 days after the date of invoice unless specifically agreed otherwise between the Parties.

The due date is specified on the invoice.

3.1.2 The payment method is an unconfirmed electronic LCR in France and confirmed SWIFT transfer for other countries unless a derogation has been specifically agreed between the Parties.

3.1.3 Only the effective receipt of payment by LCR or SWIFT will be considered as full payment under these General Sales Conditions.

3.1.4 All orders that Vendor agrees to honour are accepted under the condition that Purchaser has sufficient financial guarantees and will pay any amounts due for immediate payment. If Vendor has serious or specific reasons for doubting the ability of Purchaser to make payment or if, at any time after placing an order, Purchaser is no longer able to provide the same guarantees as when the order was accepted, Vendor's can decide to make order confirmation or execution subject to Purchaser providing it with said guarantees.

3.1.5 A change of ownership of Purchaser's goodwill or assets or the start of insolvency proceedings against it may, at Vendor's prerogative, make all outstanding amounts due for immediate payment and lead to all unfulfilled orders being cancelled.

#### **3.2. Non-payment**

3.2.1 Any late payment, even if only partial, will result in late payment penalties of an amount equal to three times the French legal interest rate plus a fixed fee of €40.00 for the costs of recovering the debt owed by Purchaser.

These penalties are due for payment upon receipt of the notice advising Purchaser that they have been applied. These late payment penalties can be deducted from any discounts, returns or rebates due by Vendor.

3.2.2 Non-payment of any payment due cancels the credit terms on all invoices that have not yet reached their due date.

In the event of non-payment, even if only partial, of an invoice by its due date, Vendor has the right to take the following actions 48 hours after issuing an infructuous warning:

- .Cancel the sale. Consequently, Vendor may require that all goods are returned without prejudice to any compensation claim;
- .Suspend with immediate effect any current deliveries without being liable for paying any compensation. Any pre-payment already received remains the property of Vendor as a penalty;
- .Refuse to supply any new order without Purchaser being able to claim any compensation for any reason whatsoever.

3.2.3. It is specifically agreed that failure to pay the invoice for a delivery by its due date, unless extended by Vendor, will result in a compensation and penalty payment of an amount equal to any bank charges incurred by Vendor increased by a penalty of €150.00 excluding VAT per incident.

3.2.4 Purchaser must reimburse all expenses incurred in recovering the amount due.

3.2.5. Under no circumstances can Purchaser suspend payment of invoices.

3.2.6 Under no circumstances unless agreed otherwise by the Parties can Purchaser net payments due to Vendor against amounts, if any, owed to it by Vendor as a result of their business dealings. The amounts due, if any, to Purchaser by Vendor, including those following disputes, will result in a credit note that can only be deducted from invoices with the same due date as the credit note. Failing this, the amounts due to Purchaser by Vendor specified on the credit note will be paid at the end of the civil quarter in which it was raised.

#### **ARTICLE 4: GOODS DELIVERY or COLLECTION**

4.1 Delivery or collection lead times are provided for information only and are non-contractual. Failure to meet them does not lead to any penalty or compensation and does not justify cancelling the order. Any delivery that is delayed for reasons not due to Vendor may incur storage and handling at Purchaser's sole risk and expense.

4.2 Goods can only be delivered or collected if Purchaser is up to date with all its obligations in respect of Vendor, especially those related to payments.

4.3 The goods are considered to have been delivered once Purchaser has been advised by Vendor that they are available in Vendor's or its suppliers' warehouse or, failing that, when the goods leave Vendor's or its suppliers' warehouse.

4.4 Unless otherwise agreed, no delivery can occur without Vendor's specific written agreement.

4.5 Deliveries or collections made on the same day will be subject to a single overall invoice. In the event of several deliveries or collections on the same day, each delivery can be subject to a separate invoice at Purchaser's request at a fixed fee of €40.00 excluding VAT for each invoice raised.

#### **ARTICLE 5: RETENTION AND TRANSFER OF TITLE - TRANSFER OF RISKS**

5.1 Transfer of title is subject to full payment of the principal and accessory price plus any expenses incurred even where credit terms are allowed.

Providing a payment or promissory note does not constitute payment under this clause.

5.2 Vendor may apply its aforementioned rights in respect of transfer of title for any unpaid amount to any of Vendor's goods in Purchaser's possession as they are considered to be those for which payment has not been received and can reclaim them or claim them as compensation for all unpaid invoices without prejudice to its right to cancel current orders.

5.5 The transfer of risk occurs when Purchaser has been advised by Vendor that the goods are available in Vendor's or its suppliers' warehouse or, failing that, when the goods leave Vendor's or its suppliers' warehouse.

#### **ARTICLE 6: PACKAGING - PALLETS**

Packaging complies with industry standards and is suitable for the goods. Vendor reserves the right to recover Euro pallet which, where necessary, can be collected by Vendor at any time. If they are not available, Purchaser will be invoiced by Vendor for a nominal contribution of €9.00 excluding VAT per Euro pallet not returned at the end of a calendar year.

## **ARTICLE 7: TRANSPORT - UNLOADING**

7.1 Goods are carried as Purchaser's risk and Purchaser must confirm their condition upon reception and, in the event of damaged or missing goods, advise the transporter by registered letter within 48 hours of receiving the goods and exercise all claims against said transporter.

7.2 Unless instructed by Purchaser, Vendor will select the transport means and the itinerary used for delivery. Insurance will only be taken out if specifically requested by Purchaser.

7.3. Purchaser is responsible for unloading shipments weighing 3 tonnes or more.

## **ARTICLE 8: NON-CONFORMING DELIVERY - DEFECTIVE PRODUCTS**

### **8.1 Non-conforming delivery**

8.1.1 Without prejudice to the actions that Purchaser has to undertake in respect of the transporter, Purchaser must advise Vendor, by registered letter with acknowledgment of receipt, of any failure of the delivered goods to comply with the order within 2 working days of Purchaser or its representative receiving the goods and before they are installed or used. The absence of reserves issued within 2 working days or the installation or use of the goods before issuing any reserve within this same period implies that Purchaser has renounced any claim for non-conformity of the delivered goods. Purchaser is responsible for providing all proof as to the reality of any failure of the goods to comply with the order.

Reminder: catalogues, brochures, adverts, notices, samples and other documents provided to clients relating to Vendor's products are non-contractual and are for information only.

8.1.2 In the event of a non-conformity confirmed and recognised by Vendor's services, Vendor agrees to replace the non-conforming goods. Vendor is liable for the transport costs.

8.1.3 Under all circumstances, Vendor's obligations are limited to the replacement of the goods and exclude all other compensation payments for any reason whatsoever.

8.1.4 Purchaser must receive the goods and store them at its sole expense and risk until the dispute is finally settled.

### **8.2 Defective products**

8.2.1 The products are guaranteed against all material, production or design defects that are observed and are declared by registered letter with acknowledgment of receipt within 2 years of the delivery date. All other defects are excluded from this guarantee. Defects that appear or are declared after this period are not covered by Vendor's guarantee.

Interventions made under this guarantee do not extend the guarantee period. The invoice must be presented when making a claim under this guarantee.

Vendor is only liable under this guarantee to replace the product or part considered defective by its services unless this method of compensation is disproportionate. In this case, Purchaser will receive a 20% rebate on the purchase price excluding VAT of the defective product. Under no circumstances is Vendor liable to make any other compensation payment for any reason whatsoever for material, production or design defects related to its products. To apply the guarantee, every product must initially be submitted to Vendor's after sales service who must approve any replacement. Purchaser is liable for any transport costs.

### 8.2.2. Exclusion to the defective product guarantee

The defective product guarantee does not cover visible defects. The defective product guarantee also excludes defects or wear due to natural wear and tear or due to an external cause (incorrect installation/fitting, defective maintenance, abnormal use...) or due to a modification of the product that was not anticipated or specified by Vendor.

For the aforementioned defects and/or modifications, only the non-conforming delivery guarantee applies but with the reserves specified in Article 8.1 herein.

### **ARTICLE 9: SAMPLE - FURNITURE AND DISPLAY CASES**

Samples, furniture and display cases made available to Purchaser to promote Vendor's products remain Vendor's exclusive property and must be returned immediately upon request at Purchaser's expense and risk, without any explanation for this request being necessary. Purchaser is liable for all fiscal charges based on the samples that Purchaser holds and agrees to pay them immediately upon request from Vendor and presentation of an invoice.

### **ARTICLE 10: FORCE MAJEURE**

Vendor's contractual obligations are suspended in the event of a force majeure. Under this clause, a force majeure is any event beyond Vendor's control that it could not reasonably foresee that prevents it operating normally such as total or partial strikes, transport stoppages, interruption of energy or raw material supply.

### **ARTICLE 11: JURISDICTION**

All disputes are subject to French law and will be judged by the commercial court where Vendor has its head office.