

GENERAL SALES CONDITIONS

Article 1 : General Clauses

1.1 The present general sales conditions cancel and replace the precedent conditions, and all other previous writings, no matter what, that would depart from the present. The general sales conditions may be modified without prior notice. All clients may request an up to date copy of the general conditions at any time, which will apply without reserve to any client order.

1.2 All orders for products or services, that are not subject to specific conditions, that may deviate or be complementary, expressly accepted by the company TOLES PERFOREES DE LA SAMBRE, justify the strict application, without reserve, of the present general sales conditions.

1.3 All information concerning prices, techniques or other contained in paper format, IT or other means put at the disposition of the clientele is for information only and has no contractual value, unless it is part of a written acceptance by the company TOLES PERFOREES DE LA SAMBRE, in particular on confirmation of an order by them.

1.4 The company TOLES PERFOREES DE LA SAMBRE is named in the general sales conditions "the seller" even if they only supply design services, labour or the shaping of items that have been confided in them.

Article 2 : The sales offer

2.1 The sales offer designates the commercial proposition sent to the client, in whatever form, by the company TOLES PERFOREES DE LA SAMBRE.

2.2 The offer details the characteristics of the supply or service proposed to the client, defines the price of the service, and eventually a proposition of delivery date, as well as the period of acceptance of the said offer, without however, any contractual promise on the part of the company TOLES PERFOREES DE LA SAMBRE, nor any obligation resulting from acceptance pure and simple of the offer by the client.

2.3 The offer does not engage in any way, the company TOLES PERFOREES DE LA SAMBRE, even when these terms are accepted by the client who intends to place an order. The contract is only deemed to be valid after confirmation of acceptance of the order by the company. Under no circumstances will formalisation of an order on the basis of the offer be considered a valid contract, the contract being subordinate to confirmation by TOLES PERFOREES DE LA SAMBRE, after receipt of the order under the terms of the contract. In no way, either by their silence, or beginning work, can it be considered that the company TOLES PERFOREES DE LA SAMBRE is engaged by default of written confirmation, no matter what, without confirmation of acceptance of the order.....

2.4 The sales offer which is legally defined as a pre-contract without contractual value, remains valid for a period of one month from it's date of emission, unless as a result of this offer, confirmation of the order is received after this date.

Article 3 : Prices and tariffs

3.1 The supplies or services are invoiced at the price or tariff in force, and agreed to in the order confirmation, eventually updated according to the tariff in force at the time of delivery by taking into account the variation in the known reference index as detailed in the order or in the special conditions that accompany it, the revision index being that known at the date of availability or delivery of the goods.

3.2 The prices and tariffs are for supplies leaving the factory or agent, conditioned in standard packaging, adapted to standard transport conditions. These conditions apply to mainland France.

Special packaging is invoiced as 'extra'.

3.3 The minimum invoice for an order is 200€ before tax, excluding transport.

Article 4 : Sales contract

4.1 The order, which legally is only a proposition to place an order, is sent to the company TOLES PERFOREES DE LA SAMBRE, by whatever means and in whatever written form, by fax, or other means and is only valid as a contract on reception by the client of the written confirmation of acceptance of order by the company TOLES PERFOREES DE LA SAMBRE.

4.2 The order however, remains with regards to the emitter a promise to purchase, that irrevocably engages the client.

4.3 However, the sales contract is only concluded by confirmation of the acceptance of this, by creating an acknowledgement of the order even if this includes elements that are different to the client's order. In this case, failure by the client to react to an order confirmation even though it is expressed in terms that are different or complimentary to those of the order that he has made in the 48 hours after reception engages the client definitively in terms of the order confirmation, even if they differ from the offer and/or the order. The same applies if the order acknowledgement is not received, and this has been in part executed in terms different to those provided for in the said order.

4.4 Any payment on account, supply of drawings, request for delivery later than planned, technical detail made by the client after notification of acceptance of the order, in no matter what form (in particular e-mail, letter, fax) signifies express acceptance by the client of eventual modification of the terms, of his order when the order was acknowledged. In case of divergence between different documents having formed part of the contract, only those having taken account of the modalities contained in the confirmation of the order or to the documents to which reference is made either directly or indirectly. In any event, it is the writings of the company TOLES PERFOREES DE LA SAMBRE that prevails above all others.

4.5 If exceptional conditions should arise, such as the downgrading of client creditworthiness, or a breach of his contractual obligations, no matter what form (non-return of technical details, account not paid or direct debits unpaid) the company TOLES PERFOREES DE LA SAMBRE, reserves the right to cancel the agreed orders without either warning or indemnity of any sort.

Article 5 : Delivery and transfer of responsibility

5.1 Unless expressly agree, delivery delays are given as an indication.

5.2 Delivery delays will not give rise to any damages or interest, nor be motivation to cancel the order even if the status of sub-contractor should be recognised by the company TOLES PERFOREES DE LA SAMBRE. The main contractor will assume without recourse against the company TOLES PERFOREES DE LA SAMBRE the consequences of any delay or abnormally long delays, even as a result of poor organisation, or due to errors of manufacture.

5.3 Unless specifically agreed with the client, delivery is deemed to be made either in the factory or at the agent of the company TOLES PERFOREES DE LA SAMBRE. This is effective at the time of handing the goods over to the client directly or to the transporter nominated by the client or failing that to a transporter nominated by TOLES PERFOREES DE LA SAMBRE.

5.4 Transfer of responsibility takes effect at the moment of delivery. This is defined as "being the operation of loading the goods" even when carried out by an officer of the company TOLES PERFOREES DE LA SAMBRE.

Article 6 : Guarantees

6.1 The goods and packaging travel at the risk and peril of the client even in case of sale 'Carriage Paid'.

6.2 On reception of the goods, the client is required to assure for himself the conformity with the delivery note and confirmation of the order. If needs be, the client should make his reserves known to the transporter.

6.3 Claims will only be considered on condition that they are detailed and addressed in writing to the company TOLES PERFOREES DE LA SAMBRE, within a delay of two working days from reception of the goods, the delay beginning on the day the goods are delivered. Considering a claim does not imply recognition of responsibility on the part of the company TOLES PERFOREES DE LA SAMBRE, but only recognition of the existence of a claim.

6.4 In any case, abnormal use of the goods in its application or its environment, e.g. poor storage invalidates any guarantee.

6.5 Shaping work is carried out on materials supplied by the client, whose dimensional characteristics, mechanical aspect, even if they have been agreed with the company TOLES PERFOREES DE LA SAMBRE, will not, even in case of proven error by the company TOLES PERFOREES DE LA SAMBRE, be the subject of an indemnity greater than the value of the work invoiced to the client by the company TOLES PERFOREES DE LA SAMBRE. Under no circumstances will the company TOLES PERFOREES DE LA SAMBRE be held responsible for reimbursement of the material cost or assume the consequences of re-supplying the material due to a manufacturing error.

6.6 In any event, the material or immaterial prejudice of the client as with all third parties are not guaranteed by the company TOLES PERFOREES DE LA SAMBRE, even in case of sub-contracting. In such an event, the main contractor or the principal assumes full responsibility for all material or immaterial prejudice without recourse against the company TOLES PERFOREES DE LA SAMBRE and in case of direct recourse from the owner or the final client against the company TOLES PERFOREES DE LA SAMBRE, the main contractor or principal will guarantee the company TOLES PERFOREES DE LA SAMBRE, against all the consequences of this recourse in order that they are relieved of any eventual recourse. In addition, and under any sub-contractor agreement, the arrangements and eventual derogatory contents of the present general sales conditions may not prevail over the present arrangements.

6.7 When the Company TOLES PERFOREES DE LA SAMBRE, assures, no matter what contract, an additional service of design or project management, their supply even if only an

intellectual service will not engage them, even by virtue of their duty as consultant, above the cost of this service. It should be noted that implementation of its service is always done under the client's entire responsibility, and they alone assume the consequences of the choice proposed by the company TOLES PERFOREES DE LA SAMBRE.

Article 7: Payment conditions

7.1 Unless otherwise agreed, our invoices are payable in full with the order.

7.3 The non-respect of payment of a single invoice when due, will bring about the immediate demand for payment of all outstanding invoices including those not due and the right of the company TOLES PERFOREES DE LA SAMBRE, to keep on their premises all goods and to suspend all manufacture in progress, without prejudice to invoicing, with immediate effect, the part of the work in progress even though it is not deliverable.

7.4 In application of article L 441-6 of the commercial code, all sums unpaid at the due date give rise to payment by the client of a late payment penalty equal to three times the legal interest rate. In application of article 237 sexies of the General Taxation Code the late payment penalties are due without the need for a reminder.

Furthermore, all late payment penalties will be added to the client's account, and will themselves produce interest month on month at the same rate.

7.5 Any delay in payment leading to the company TOLES PERFOREES DE LA SAMBRE, paying out for recovery of the debt will lead to the repayment of these costs in the form of a lump sum by the debtor for 15% of the sum due with an applicable minimum of 1,200 Euros for recovery costs.

Article 8: Reserve of ownership

8.1 The company, TOLES PERFOREES DE LA SAMBRE, retains ownership of the goods until payment has been made in full for goods and accessories.

8.2 Until effective payment has been made:

- the risks are transferred to the client who assumes entire responsibility for any damage that the goods may be subjected to or may cause.
- the client undertakes to store the goods in such a way that they may be recognised.
- The client may not, under penalty for damages and interest for abusive resistance, refuse restitution of the goods.
- The client assumes the entire cost of storage or return of goods that remain the property of the company TOLES PERFOREES DE LA SAMBRE.

Article 9: Conflict- Jurisdiction

9.1 The contracts of the company TOLES PERFOREES DE LA SAMBRE are regulated by the French legislation, and the French language is the only one applicable.

9.2 If conciliation fails, any difference concerning the present general sales conditions, with regards to their interpretation or application, will be brought before the Commercial Court in the area where the Head Office of the company TOLES PERFOREES DE LA SAMBRE is situated.