

**General Clause**

These General Terms and Conditions as well as special provisions for our price lists hereby cancel and replace the previous ones; they can be amended without prior notice. They establish a legal base for sales contracts between the Company and its clients for all provisions for which no special agreements have been drawn up and accepted by the seller.

**Catalogues, leaflets and price lists**

The prices and information (including technical information and drawings) shown in catalogues, leaflets and price lists shall be given only as an indication; they can be amended without any prior notice, and shall bind the Company only after express confirmation.

**Sale offers**

A sale offer is a commercial proposition made by the Company to the client in reply to a call for tenders on the part of the latter and to the specifications that accompany said call for tenders. It shall define the products, set the price thereof and stipulate the limits as regards the seller's obligations and responsibilities. Sale offers shall not be deemed as firm when they do not come expressly with a deadline set for validity with regard to its consignee, who so accepts. All transactions negotiated by your sellers or agents shall become final only after being confirmed by the Company. Suggestions made by the representative or by another member of NIEDAX FRANCE staff to the client regarding the choice of a product shall not incur the responsibility of the latter. It shall be up to the client to verify and validate this choice by way of suitable tests while complying with the conditions for use described in our documentation.

**Orders – Order acknowledgement of receipt – Sales Contract**

The order shall be considered as a promise of purchase that irrevocably binds the client, for which an acknowledgement of receipt on the part of the Company shall be made within eight days of receipt of said order. A catalogue order for a product cannot be cancelled without the Company's consent: The supplies shall be returned at the cost of the client, who shall bear the cost of any possible deterioration as well as a termination indemnity equal to 20% of the amount of the order. An order for a customised or transformed product cannot be cancelled. The Company shall only be bound by the terms of its express acceptance by way of an acknowledgement of receipt of the order within the limit of the specifications, standards, instructions or uses that it shall list. The sales contract shall be deemed as perfect when the Company has acknowledged receipt of the order. It shall go into effect for delivery only following payment of the deposit specified in the offer or in the acknowledgement of receipt of the order and/or when the client has provided the documents needed for execution of the contract.

**Prices, packing, packaging**

Our prices are to be understood as for equipment ex-works or from the Company's warehouse, packed using standard packaging materials that are suitable for normal conditions of lorry transport for a destination within the French Metropolitan territory, and provided with complete and indivisible packaging. Special packaging shall be invoiced at an extra cost. Any order for which the value, exclusive of tax, free of any discount and exclusive of carriage and packing costs is lower than 150 EUR shall be increased in such a way as to reach the minimum order of 150 EUR, exclusive of tax and exclusive of carriage and packing costs.

**Delivery, Risk transfer**

Deliveries shall be made either delivered directly to the client, by a simple notice provided when made available, or by delivery to a forwarder or carrier selected by the client or, when this is not the case, by the seller. All deliveries shall be understood as being exclusive of unloading costs. A transfer of risks to the client shall be made at the time of the delivery defined above, notwithstanding the retention of title.

**Delivery time**

Unless in the case of an express agreement as to a firm date, the delivery date shall be given only as an indication and shall not justify any cancellation of the order or lead to payment of damages. The planned delivery time shall be extended in the case of a force majeure and in case of a delay in the payment of the deposit and/or in providing the documents needed for execution of the contract.

**Shipment: Transport, Customs, Insurance**

The shipment including transport, customs and insurance operations shall be organised by the Company on behalf of the client. Even when sold carriage paid, and notwithstanding the provisions relating to retention of title, our products shall be carried at the risks and perils of the consignee, who shall be responsible for verifying their proper condition on arrival. When needed, the consignee shall make the customary reserves with the carrier and take recourse action against the latter. When carriage paid status has been granted, said status shall only be valid for the first delivery or on the first presentation of the products when several are needed. When the shipment is delayed due to the buyer or when it has not been picked up after being made available, the seller shall be entitled to store and handle the goods at the buyer's costs and risks without it leading to any modification in the deadlines with respect to the payment terms and guarantee.

**Samples**

All samples shall be given only as an indication without any guarantee as to the compliance of the colours or materials with the final offer.

**Delivery control**

On delivery, the buyer shall be obliged to ensure its compliance with the shipping order and the order. Written claims shall only be taken into consideration when they have been defined and sent to the selling establishment within a period of 48 hours from the date of delivery for claims relating to quantity, and 15 days for claims relating to visible defects.

**Payment terms**

Our invoices are payable at the address of the selling establishment at 30 days end of month on the 15th date of shipment, net without discount. Accepted and domiciled bills of exchange are returned within 15 days of dispatch. No discount will be applied for early payment. Any change in the payment of the invoiced price will necessarily lead to a reduction in the VAT shown on the invoice. Pursuant to Law 92-1442 of 31 December 1992, any late payment shall automatically give rise to a penalty calculated by applying an interest rate of 12% to the sums remaining due, without this penalty affecting the due date of the debt. Any late payment which has led the Company to resort to contentious recovery of its debt will result in the following consequences by operation of law the reimbursement by the debtor of the costs incurred by payment of damages of 15% of the unpaid amount. According to the Articles L.441-6 and 441-3 of the French Commercial Code an indemnity of 40€ per Invoice will be due on the first day of late payment of these invoices.

**Title retention**

The Company shall retain the title of the goods up until the actual payment of the full price in principle and incidental expenses, the actual payment to be understood as the final collection of the price (Law 80.335 of 12 May 1980). Up until this date:

- The risks shall be transferred to the client, who shall be responsible for any damage that the goods may undergo or cause, and have them insured against such risks.
- The client undertakes to store the goods in such a way that they can be identified.
- The client shall not, subject to damages for abusive resistance, free itself from returning the goods.

In the case of a resale or transformation of the goods prior to the transfer of title, the owner shall assign ipso jure, to the Company, the debts that have occurred for sub-buyers, for the amounts remaining due.

- The client having placed the order shall expressly renounce claiming any clause written on its own documents that would be in opposition to these General Terms and Conditions of Sale.

**Confidentiality**

All information and personal data collected during our commercial exchanges remain strictly confidential and will only be used by NIEDAX France. You have the right to access, modify, alter, correct or delete any data regarding you at any time (art.39 of French law on Data Processing and Individual Liberties of 6 January 1978), by sending a request including a proof of identity, to the following address: NIEDAX France, Service Commercial, 32 avenue de l'Opéra, F-75002 PARIS

**Guarantee**

The product shall be guaranteed against any manufacturing defect that should be detrimental to its use. Normal use of the supply and particularly its use in conditions not in compliance with the sales contract shall lead to the loss of all rights to any guarantee claims. The Company's obligation shall be limited to the delivery of parts in exchange for parts acknowledged as not being in compliance, excluding any other claim on the part of the buyer. The parts acknowledged as not in compliance shall be returned carriage forward. In this case, the Company reserves the right to choose the carrier. Implementation of a guarantee claim may be requested within a maximum period, from the date of delivery, of 15 days in the case of visible non-compliance on delivery, and one month for other cases of noncompliance. No claim shall be receivable when presented on expiration of this period.

**Dispute – Jurisdiction**

The Company's contracts are governed by French legislation. In case of a dispute, the Parties shall seek conciliation. In the case of a failure to reach said conciliation, it shall be of express agreement that any dispute relating to the contract shall be of the sole competence of the Commercial Courts corresponding to the location of the head office of NIEDAX FRANCE. However, if it is the petitioner, the Company reserves the ability to refer the matter to the Court of the client's head office and, in this case, to possibly renounce application of French legislation. No derogation of this jurisdiction clause shall be admitted even in the event of the introduction of third parties or plurality of defendants, or payment by bills of exchange.

**Return of goods**

The Return of goods is acceptable within a NIEDAX FRANCE agreement. The conditions are as follows: packing quantities as per our standards packing quantities defined in our price lists, quality control carried out by our quality department upon receipt of the goods, delivered free in our NIEDAX FRANCE warehouse (products shall be carried at the risks and perils of the consignee)