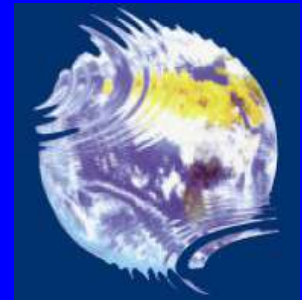


# ***SNF - General Conditions of Sales***



**SNF FLOERGER®**

## **GENERAL CONDITIONS OF SALE**

### **1- Offer and acceptance**

The placing of an order constitutes unrestricted acceptance, on the part of the buyer ("Buyer"), of the present general conditions of sale, which prevail over the Buyer's own conditions.

The present conditions shall remain applicable irrespective of any other contract which the Buyer may have entered into, notwithstanding any provisions to the contrary contained in such a contract.

Orders constitute no more than offers to purchase.

A contractual sales agreement ("the Contract") shall only be formed once the Seller ("We", "Our", "Us") has accepted the order, with or without restrictions, by written acknowledgment of receipt.

Unless the Buyer rescinds the order within eight (8) days of receiving the acknowledgement of receipt of the order, the Contract shall be binding on both parties.

We reserve the right to modify prices and terms of payment at any time. The prices and terms of payment applicable to the Contract shall be those in force at the time of delivery.

In the event of an increase in the price of the product sold ("the Product"), the Buyer may terminate the Contract within ten (10) days of receiving notification of the increase.

Our contractual obligations under the Contract may be suspended or terminated in the event of force majeure or any other event likely to fundamentally alter the economic terms of the Contract.

### **2- Quality**

The quality of our Products complies with our commercial and technical specifications. The Buyer shall be deemed to be aware of such specifications prior to use of the Product and shall be responsible for monitoring, checking and testing the Product. The Buyer shall be entirely liable for any direct or consequential damages resulting from use of the Product, notwithstanding any assistance provided by us.

### **3- Trademarks**

The trademarks under which our Products are sold remain our exclusive property. They may not be used in any shape or form without our due authorisation.

### **4- Transport - damage - delivery dates – claims**

In cases where we are responsible for transporting the Products, we shall always duly choose the carrier in the client's best interests, but may not be held liable for any damage, delays or litigation arising from such a choice.

The Buyer shall address any claim relating to damage caused during transport directly to the carrier, in due time, and shall address a copy of the claim to us.

Given that our Products are generally made to order, deadlines for completion and delivery are not contractually binding, unless such a deadline has been expressly agreed to by us.

In the event of a claim relating to the quality or performance of the Product being substantiated by expert advice accepted by both parties, we shall under no circumstances be held liable for damages or compensation beyond the replacement of the defective Product or reimbursement of sums paid. Any Product thus replaced or reimbursed shall be returned to us.

## **5- Payment - due dates**

Payment of all sums shall be fully due without discount within thirty (30) days after invoice date.

Payment after the due date constitutes a serious breach of the Contract.

Overdue payment shall automatically accrue late payment interest calculated each day, without a demand notice being sent, at one and a half times the legal interest rate plus ten points, with a minimum processing charge of 50 Euros.

All sums overdue and late payment interest shall incur a 15 % surcharge in the case of debt recovery litigation.

Legal costs and fees shall also be for the debtor's account.

Should the Buyer be found to be insolvent and particularly in the case of late payments, we reserve the right to demand immediate payment of sums due or to make advance payment or the provision of security a condition for subsequent deliveries.

## **6- Property**

The transfer of ownership of the goods sold shall occur upon the date the relevant invoice is issued, notwithstanding any clause or arrangement to the contrary.

## **7- Jurisdiction**

Any disputes relating to the validity, the execution or the interpretation of Contracts concluded under the present conditions of sale shall be subject to the exclusive jurisdiction of the Courts of Saint-Etienne (France) and shall be interpreted according to French Law.

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