

## GENERAL SALES TERMS AND CONDITIONS

### General conditions

Our sales are subject to these general conditions which affect all purchase transactions unless a formal and express exemption has been agreed on our part. The annulment of any of the conditions below does not call into question the validity of these terms and conditions of sale.

The fact that PROFIL ALSACE does not require at any time the strict application of one or more clause (s) of these terms and conditions of sale, can never be construed as a waiver to avail itself of it in the future or as a waiver of another clause or the complete general terms of sale.

### CONTRACT CONCLUSION

The buyer's orders are only final when they have been confirmed in writing. Failure to challenge the written confirmation by the buyer within a maximum of 8 days from receipt of the order confirmation signifies acceptance of the order confirmation. No order cancellation can occur without our express written agreement and consent.

If the purchaser cancels the order, the instalments paid will not be returned.

We are not bound by the commitments or proposals of any person belonging to our company unless there is written confirmation on our part.

### DELIVERIES

Unless otherwise stipulated, the delivery is deemed to be made at the customer's home. The lead time indicated for our deliveries, unless stated otherwise, serve only as an indication.

In any case, on time delivery can only take place if the buyer is up to date with his obligations to us regardless of the cause.

Delivery lead times begin from the date of our order confirmation. Delivery can be made before the original delivery date. Excess delivery times cannot result in damages, withholding or cancellation of current orders.

However, if 3 months after the indicative delivery date, the goods have not been delivered for any cause other than a case of force majeure, the sale may be resolved at the request of either party, by a written request sent by certified letter. The buyer will have his deposit returned, excluding any other compensation or damages.

Our responsibility is cleared in the event of a force majeure occurring such as war, riot, strike, transport interruption, fire... The occurrence of one of these events may extend the delivery time by the same indicative time frame.

In the absence of a special agreement, we can make partial deliveries. These have no effect on the original delivery time initially indicated. Regardless of the mode of transport and even if shipped free of charge, the goods always travel at the risk of the buyer, to whom it is the responsibility to formulate all reservations on the purchase order on receipt of said goods. These reservations must also be confirmed in writing with the carrier within three days of delivery, by extra-judicial deed or by a certified letter.

### PRICE TERMS OF PAYMENT PENALTIES

Our prices are given as an indication, the prices charged being those in effect on the day of delivery. Unless otherwise agreed, our prices are always for goods sold and approved from our stores or from our warehouses. Payments are made, unless agreed otherwise, to 45 days end of month from the invoice date or 60 days from the invoice date.

Any deduction made on our invoices for any reason is deductible from the turnover value and results in a proportional reduction in the amount of the VAT.

The total or partial non-payment at expired invoice date of any amount owed to our company, authorizes us, without notice, to request the payment of the balance corresponding to all amounts owed to us and to suspend the execution of any current contract until settlement and to apply the reserve of ownership clause below.

As a criminal clause, and under the legal provisions, the purchaser will be liable for a penalty calculated by applying the remaining sums owed, an interest rate equal to 3 times the current rate of legal interest.

In addition, the buyer will be also be liable for a lump sum payment of 40 euros for collection costs.

In the event of a forward payment previously accepted by us, we reserve the right to demand guarantees, including guarantees, from the buyer.

## **CLAIM-GUARANTEES**

Without prejudice to the carrier's arrangements, claims about apparent defects or non-compliance conformity with the goods delivered must be communicated to us by a written notification and registered letter within 8 days of receipt of the goods.

It is up to the buyer to provide any justification as to the reality of the defects or anomalies found.

The size, colours and weights of certain materials, are subject to variations inherent in their nature or manufacture, benefit from usage tolerances. Due to the vagaries of manufacturing, our company cannot be required to provide its customer with galvanised posts of equivalent thickness.

Tolerances allowed on the posts ordered and which the purchaser is required to accept are limited to 10% to be applied to the thickness of the steel band. These tolerances meet European standards DIN 1016 and DIN EN 10051-92.

Any return of goods must be the subject of a formal agreement between us and the buyer. The costs and risks of return are always the responsibility of the buyer. Any accepted return will result in the creation of a credit note to the buyer. In the event of an apparent defect or non-compliance of the goods delivered duly found by us, we will either replace the goods or refund the invoiced price of the goods excluding any compensation or damages and interest.

## **RETENTION OF OWNERSHIP**

PROFIL ALSACE reserves ownership of the goods sold until their price and interest are paid in full. In the absence of payment of the price at the agreed deadline, the seller will be able to take back the goods, the sale will automatically be resolved if the seller so desires and the instalments already paid will remain acquired by the seller in return for the enjoyment of the goods that the buyer will have benefited from.

The buyer undertakes, therefore, to take out an insurance contract now guaranteeing the risk of loss, theft or destruction of the designated goods. Act 80-335 of 12.05.1980.

Cheques, commercial gestures, are not considered as payments until they are cashed. The fact that the buyer has paid a down payment cannot allow him to keep the goods sold.

The buyer has no right of retention on the goods if he does not fully own it.

## **CANCELLATION CLAUSE**

In the absence of payment at invoice expiry date or in the event of any breach of the buyer's obligations, the sale contract will be cancelled as we see fit, 8 days after a formal notice by registered letter, which has no effect or prejudice to all other rights.

## **JURISDICTION**

Any disputes that may arise regarding the conclusion or execution of the agreements concluded with our company, even in the event of a warranty claim or multiple defendants, are, in the absence of an amicable agreement, the exclusive jurisdiction of the Courts of the place of our head office. This same court will also be the only one responsible for all our purchases under the same conditions. Any dispute relating to the interpretation and execution of these terms and conditions of sale is subject to French law.