



D102-02

DATE : 08/02/2017

**GENERAL TERMS AND
CONDITIONS OF SALE**

ARTICLE 1: ACCEPTANCE OF ORDERS

We are not bound by offers, by commitments of our employees and by verbal or written orders unless a written confirmation is issued or goods are shipped by us.

ARTICLE 2: DELIVERY TOLERANCES

Our deliveries of supplies, products and goods are always made with the normal tolerances in the profession, whether regarding quantities or regarding the standards and quality governing the products.

ARTICLE 3: DELIVERIES

3.1 The delivery shall be carried out by submission of the goods either directly to the customer or to a shipper or a transporter chosen by us at the lowest rates, without any liability on our part. In all cases, the goods shall be shipped at the cost and risk of the customer.

3.2 Insurance against breakage, theft or loss is only subscribed on written request of the customer who must pay the amounts corresponding to the resulting premiums, expenses and taxes in advance.

3.3 We reserve the right to invoice the customer a lump sum amount corresponding to transport expenses for small quantity orders.

3.4 In the event of delay, damage, or the total or partial loss of the goods and products transported, the customer, even in the event of carriage paid sales, shall be responsible for reporting the loss by registered letter with return receipt to the transporter who made the shipment, within 48 hours following the same.

3.5 Any claims regarding the features, quality, quantity or weight of goods delivered or their non-conformity with the packing list or delivery slip must be made, in writing, within 15 days following receipt of the goods without prejudice to the provisions to be taken vis-à-vis the transporter. This 15-day term shall be sufficient to allow the customer to carry out qualitative and quantitative inspections of the delivered goods.

3.6 Any increase in duties, taxes and stamp fees calculated on the cost or the volume of goods, which occurs after the execution of the contract with the customer, shall be at the expense of the buyer, even if the sale is concluded "duties paid."

3.7 At the request of our customers and / or otherwise indicated, SADEVGROUPE declarations / certificates of conformity are automatically edited with the delivery note for each batch sent. For specific markets (aeronautics) and without specification from our customers, SADEVTEQ may establish its own certificate of conformity which refers to the original certificate of conformity of the manufacturer and the documents which are conserved and traceable by the organization and, if applicable, that the defined requirements have been met throughout the organization's processes

ARTICLE 4: TERMS OF DELIVERY

The terms of delivery indicated in our documents are for informational purpose only and shall not begin until all the terms of sale are approved by the parties. The terms of delivery shall not engage the liability of our company unless otherwise agreed in writing and signed by the parties.

ARTICLE 5 AFTER-SALE LIABILITIES

5.1 In the event of a defective delivery, our liability shall be limited to the obligation to replace the goods or to reimburse the price of the same, as invoiced to the customer by us, excluding any losses whatsoever.

5.2 Any reimbursement of the defective goods shall be made by any means at our discretion: credit note, cheque, etc. It shall be subject to the prior payment, by the customer, of all invoices owed and compliance by said customer with all commercial obligations, such as those arising in particular from these general terms and conditions of sale.

5.3 The customer, by requesting the replacement of or reimbursement for a quantity of defective goods, must make the inventory of products or materials available to us for inspection and possible expert evaluation. In the absence of the same, we shall not be held liable.

ARTICLE 6: GROUNDS FOR AMENDMENT OF THE AGREED TERMS

6.1 In the event of any change in the status of the customer that may unfavourably affect the customer's credit that we have granted, we reserve the right to unilaterally cancel the contract in progress and/or to require new bonds.

6.2 For any contract executed with a customer, the customer credit that is granted shall be limited to the contract initially agreed upon. As a result, if the customer places additional orders while the initial contract has not yet been fully paid off, so that this new situation unfavourably changes the customer credit account that we have granted, we reserve the right to request new bonds from the customer or to request the payment of balances in advance, in order to allow the favourable restoration of the customer credit account with our company.

6.3 If the contract executed with the customer consists of several deliveries and if the customer rejects an agreed delivery or if he does not fully comply with a contractual payment deadline appearing on an invoice that we have



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issued, the contract shall be automatically RESCINDED. As a result, the customer may not file any claim for reparations against us vis-à-vis our "obligation to deliver," which shall then be rendered null and void. Furthermore, the seller may exercise, by mutual agreement of the parties, the authority to immediately demand all amounts owed by the customer referring to the initial order and the contract executed by the parties. For this reason, all the amounts owed under the order in question, and any other amounts that are owed to us by this same customer and in any regard whatsoever, may immediately become due regardless of the contractual terms previously agreed upon, and without any notification by us, or further discussion.

6.4 In the event of a delay in payment or partial payment on the specified date, unless previously agreed to by us in writing, deliveries shall be suspended until payment in full of the principal amounts and interest due, and the contract executed by the parties shall be automatically rescinded.

6.5 In the event that the customer fails to perform any of the obligations arising from the contract executed or these general terms and conditions of sale, we reserve the right to establish the automatic rescission of the sale or sales that occurred, which shall take effect ten days after notification sent by registered letter with return receipt that yields no resolution of the aforementioned non-performance.

ARTICLE 7: PAYMENTS

7.1 Payments shall be made to our order, to our billing address.

7.2 Compliance with the contractual payment schedule is mandatory. Unless specified otherwise, our invoices shall be payable no later than 30 days net from the shipment date of the goods. In the event of payment by draft, the buyer must return bills delivered to him within a term of 7 days.

7.3 Pursuant to Law 92.1442 relative to payment terms in the case of amounts due not being paid as of the specified due dates, late penalties, to an amount equal to one and a half times the interest rate specified by law, shall be applied to said amounts owed and shall be calculated until payment is made in full in good funds.

7.4 In the event of a delay in payment or partial payment on the specified due date, we reserve the right to suspend deliveries until the amounts owed for principal and interest are paid in full.

7.5 By mutual agreement of the parties, and as a penalty clause, a lump sum surcharge of 150 Euro shall be levied per unpaid receivable.

7.6 If the financial status of our customer is not satisfactory, we reserve the right to request new bonds and to automatically rescind the contract.

7.7 The prices agreed upon shall include the commercial and monetary terms and rates for raw materials at that time. We reserve the right to invoice all or part of the contract at different prices, to the extent that these conditions undergo changes, whether before the order or during the carrying out of the contract. Our prices are based on market levels that are valid at the time the offer is submitted or the order is recorded, and they may be revised automatically in the event that said levels change.

ARTICLE 8: QUALITY AND QUALITY INSPECTION OF DELIVERED PRODUCTS

8.1 Unless specifically requested by the customer, as the subject of a written agreement by the parties, regarding the special quality of products or certain quality inspections specified and applied to products, the goods sold shall be of standard, market and normal quality.

8.2 All instructions given regarding the quality, chemical composition, physical properties and characteristics, etc. of the goods sold shall only be for informational purposes, and shall not under any circumstances imply any warranty on the part of the seller, unless expressly stipulated to the contrary.

ARTICLE 9: CUSTOMER'S TERMS OF PURCHASE

9.1 The fact of placing an order with us, or the fact that we confirm an order, shall automatically imply acceptance WITHOUT reservation of these general terms and conditions of sale by the customer. The customer therefore expressly represents that he is FAMILIAR WITH these general terms and conditions of sale.

9.2 Therefore, the customer or the buyer concerned by these terms and conditions of sale HEREBY WAIVES his own terms of purchase, regardless of the terms, and more specifically in the event that he has sent us the terms for purchase or other documents including provisions that are similar or contrary to our own general terms of sale, without such provisions having been the subject of a special written agreement executed by the parties and providing waivers of these terms.

ARTICLE 10: RESERVATION OF OWNERSHIP

10.1 We sell all products, materials and goods that we market subject to reservation of ownership, without any exception whatsoever.

10.2 We maintain ownership of goods delivered, as a guarantee of current and future amounts receivable, that we hold against the customer, until payment in full of all AMOUNTS owed to us by the customer.



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10.3 We may claim from any third-party transferees the price or portion of the price of the goods sold by us with a reservation of ownership clause, that have not been paid or settled, or compensated against a current account between the customer and his third party buyers.

10.4 Inasmuch as the buyer or the customer respects the obligations imposed on him by the sales agreement that binds us, it is entitled to re-sell the goods delivered under reservation of ownership and the customer himself may take action to recover the receivables transferred. In the event of a delay in payment or questions regarding the solvency or financial credibility of the customer, we shall be entitled to recover the transferred receivables ourselves, and to repossess the goods delivered under the "Reservation of Ownership" clause.

10.5 We may, at our own discretion, exercise or not exercise the rights granted to us by this reservation of ownership clause, and exercise it in relation to all or a portion of the goods delivered.

10.6 This clause shall constitute, in all our provisions, an essential condition without which our company would not have agreed to enter into a contract with the customer, which expressly agrees to the same and is prohibited from impeding the implementation and/or challenging the application of the same.

ARTICLE 11: ASSIGNMENT OF JURISDICTION

Exclusive jurisdiction is assigned to the courts of ANNECY, even in the event of multiple defendants, which for us is an essential condition in the context of our commercial activity. Acceptance of settlement or payment outside of ANNECY shall not warrant either novation or waiver of this clause.