



JOUBERT

FRANCE

GENERAL TERMS AND CONDITIONS OF SALE

I – Contractual commitment

As we are only bound by our offers following our written confirmation of orders, all orders imply acceptance by the buyer of these general terms and conditions of sale, without us having to refuse any contrary terms and conditions of purchase. In the absence of an order confirmation, our order form, removal order or invoice will be deemed confirmation.

II - Prices

Our supplies are invoiced at the price in force on the day of shipment.

If the price indicated on the order is increased in the meanwhile, the buyer shall be entitled to cancel his order within 7 days following the date on which he was informed of such increase.

III - Payment

1. Our invoices are payable to our registered office in Ambert.
2. Cash discounts only apply to the value of goods and not to miscellaneous costs. Once this deduction is made, it will automatically give rise to a decrease in the amount due to the Treasury with respect to the taxes which appear on the invoice.
3. In compliance with Law N° 92-1442 of 31/12/92, a discount of 2 % will be applied to payments made within 10 days. The VAT will be recalculated. In the event of failure to comply with the date of payment, a penalty equal to one and a half times the legal interest rate shall be due.
4. We reserve the right, during the execution of a contract, to request any payment guarantees we deem -t, without which we may terminate the contract by simple registered letter and without indemnification.
5. Payments are deemed to have been effectively made when their amount is credited to our accounts.
6. The buyer may not challenge any right of compensation or right to withhold in the event of non-payment.

IV - Delivery deadlines

1. We indicate our delivery dates in good faith and we endeavour to meet them; however, we cannot be bound by a -rm date of delivery.
2. Force majeure events, administrative restrictions or serious incidents which affect the operation of our factories release us from any obligation to deliver throughout the duration of the disturbance; a delay of more than eight weeks shall authorise the buyer to cancel his order.
3. The delivery date shall mean the day on which the goods leave the factory or warehouse or the day on which they are made available to the buyer or his transport agent.

V - Shipments and risks

1. We reserve the right to select the shipment method. All our goods are transported at the risk of the recipient, even in the event of free-forward or cash on delivery shipments; we therefore do not insure the goods delivered, unless if expressly requested by the buyer and at his cost.
2. All goods, even those delivered by our agencies or warehouses, are considered to be collected from our factories. They travel at the risk of recipients (Article 100 of the Commercial Code).
3. It is recalled that in the event of missing goods or damage, the recipient must, to safeguard his rights, notify the transport agent within a period of three days following receipt of the goods by registered letter with acknowledgement of receipt.

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VI - Retention of title pursuant to Law N° 80.335 of May 12, 1980

1. Until collection of the full price of the invoice, we retain ownership of the delivered goods and the buyer assumes all related risks as soon as the goods are made available to him. Until full payment of the invoice, he shall abstain from using the goods inappropriately, from reselling them or from pledging them. He also undertakes to preserve their original trademarks until any transformation.
2. The buyer shall abstain from removing any packaging or labels which appear on the goods in his stocks which have not yet been paid.
3. The goods which are still in the possession of the buyer shall be assumed to be those which have not yet been paid.
4. Consequently, the seller may take the goods back without prejudice to any damages it may request for the total or partial non-payment of the price.
5. In the event of non-payment by the buyer and eight days after sending official notice to pay which remains without effect, we reserve the right to cancel our undertaking to sell and the buyer shall be bound to return the goods to us on our first request.
6. The buyer declines, to our benefit, all of his rights which may result in the resale, after transformation, of our goods.

VII - Claims

1. Claims may only be taken into consideration when they are presented in writing at the latest 14 days after the arrival of the goods and accompanied by the necessary supporting evidence: samples, delivery slips, lot numbers and other indications appearing on the packaging.
2. In the event of a defect which is not apparent on delivery, the claim must be made in writing as soon as such defect is discovered but within five months at the latest following receipt of the goods. The buyer must present proof of the hidden defect.
3. The disputed goods may only be returned with our express consent.
4. Claims which are validly presented and grounded entitle the buyer to a replacement or reimbursement in exchange for the return of the disputed goods, at our discretion. The buyer may not rely on his claim to request the termination of the contract.
5. No claims may be admitted for second quality goods which are sold as such.

VIII - Technical guidelines for use

The buyer is solely responsible for the use of the goods provided. Our technical guidelines for use, whether oral or written, are only provided for information purposes, are not binding on us and do not release the buyer from verifying himself that the products are appropriate for their intended use. If, however, our liability was to be incurred, it would be limited to the value of the goods used by the buyer.

IX - Applicable law and attribution of jurisdiction

French law shall apply to any dispute which may arise in relation to orders. In the event of a dispute of any nature relating to the formation or the execution of the order, the Commercial Court of Clermont Ferrand shall have sole competence. The competence of the Commercial Court of Clermont Ferrand shall apply even in the event of emergency proceedings, an incidental claim, when there are several defendants or the introduction of third parties, and regardless of the method or terms of payment, without any clauses relating to the application of jurisdiction which appear on the buyers' documents having any effect on this clause.

X - Recovery costs compensation.

From the 1st January 2013 onwards, a 40 EUROS compensation for recovery costs can be obtained by the creditor in case of late payment on each invoice, according to the articles L441-3 and L441-6 of the commercial law. This compensation which applies to professional relations is in addition to late payment charges. It is not subject to VAT.

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Ambert, at 18th February 2020
The company management



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