



FERLAM Compensateurs SAS  
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## GENERAL TERMS OF SALES

**ARTICLE 1 – FORMATION OF THE CONTRACT** – The contract is drawn out at the Seller's domicile by issuing of an acknowledgment of order notifying to the Buyer his acceptance in the exclusive setting and without reserve of the present general terms of sales. Our offers are valid during two months from date of issue.

**ARTICLE 2 – PRODUCTS – DRAWINGS AND TECHNICAL SPECIFICATIONS** – The supply understands precisely and solely the product specified in the acknowledgment of order. The product is engineered according to data received and the technical specifications attached to it. Consequently, from the definitive acceptance of drawings or reputed to be effective by the absence of observation, no modification in features of the product will be accepted. The explicit or tacit acceptance of the offer and the absence of observations results in the entire and the whole acceptance of the present general terms of sales for the execution of the contract, despite of any contrary stipulation part of the Buyer's terms reputed to be avoid.

**ARTICLE 3 – STUDIES AND PROJECTS – DRAWINGS** – Our engineering studies, documents, drawings, photographs and models are our exclusive property. They can not be copied, reproduced, transmitted to a third party without our written consent. They must be returned to the Seller's upon request, in case the order would not be placed at the Seller. Foot print sketches and indications of our catalogs, brochures and tariffs do not commit the Seller to an identical execution; only documents and drawings remitted with the acknowledgment of order commit the Seller.

**ARTICLE 4 – PRICE** – Prices are given ex-works for packed supplies, in standard packing. The invoicing tariff in force is the one at the time of the delivery, to the exception of supply sold on formal quotations.

**ARTICLE 5 – PAYMENT** – The amount of our invoices is due by accepted drafts, without discount, at 30 days end of the month of delivery. A cash payment or the issuance of a bank guarantee can be requested in case of the absence of credential recognized by the Seller, at the time of a first order, or for all other reasons. These drafts shall be returned accepted, without any change, nor defects, in a time limit of 10 days from date of remittance to the Buyer. The refusal of acceptance of one of our drafts or the non-payment of one invoice or one draft at due date calls for an immediate full payment rights of the entire of our credit on the Buyer, without previous notice. After previous notification by the Seller, owed amounts carry an inter-bank interest rate exchange basis increased by the points. Besides, we reserve ourselves the right to notify the full cancellation of the sale ten days after notification to the Buyer by a registered letter followed with no effects with no effects and to have ourselves allowed the retrieval of the supply, simply upon judicial injunction, without prejudice of all other damages and interests. For export sales, payment is due 100% at shipment with the opening through a first class bank of a confirmed L/C or irrevocable stand by L/C, notified upon the order at a French bank located in Paris.

**ARTICLE 6 – RESERVE OF PROPERTY** – We preserve the whole property of supply until the complete payment of the contract amount. We reserve ourselves the right to claim supply in case of the lack of payment if only one due date is being late, the Buyer committing to return it to us, all expenses to his charge,

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Société au Capital de 37000 Euros  
N° SIRET : 482.308.095.00025  
N° TVA : FR 32.482.308.095  
R.C.S. Roubaix - Tourcoing

Banque : CIC – BSD CIN  
IBAN : FR76 3002 7175280007214160139  
Swift : CMCIFRPP



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on first demand of our part. From delivery, all risks shall be born by the Buyer who will subscribe premium insurance for the Seller's own benefit. Products should be displayed distinctly in the Buyer's storage, in a way to remain perfectly identifiable. In case of transformation, the reserve property will apply to the transformed supply to the extent of value amount still due on delivered supply. In case of release by the Buyer, either in the condition, either after transformation, the Buyer obliges himself to refund the initial owed amount to the Seller. The Buyer will not be allowed to agree with a property transfer, to guarantee any of his creditors, without a formal written agreement of the Seller. In case of the Buyer shall declare bankruptcy, he must inform the Seller at the earliest.

**ARTICLE 7 – TERM OF DELIVERY** – Delivery time is given for information. In no case, late delivery can give place to interests or cancellation of the order. Delivery time starts running from the date of a written mutual agreement between both parts, on the execution modes of the present contract of sale. They are subordinated to the receipt of all-necessary information, (and notably drawings, licenses, authorizations, locations and terms of delivery, etc) in a useful time and to the respect of the payment terms of previous sales.

**ARTICLE 8 – DELIVERY** – Whatever are the final destination of delivery of the supply and possible special conditions of sales, the delivery is reputed being done in our plant at the time of the ex works presentation. It happens by a direct remittance to the Buyer or even by simple information of delivery, or else by the remittance in our stores to a forwarder or a carrier.

**ARTICLE 9- TRANSFER OF RISKS** – In all cases, the transfer of risks to the Buyer takes place at the time the ex-works delivery, even though the seller is in charge of the shipment, this notwithstanding the clause of property reserve.

**ARTICLE 10 – TECHNICAL ACCEPTANCE** – The Buyer obliges himself to control the conformity of the supply upon receipt, even if a special procedure was previously agreed upon. In all case the supply is being accepted as conform, if within a three days time period from reception the Buyer has not issued a formal written contrary notification to the Seller.

**ARTICLE 11 – GUARANTEE RELATIVE TO EXPANSION JOINTS** – Every product is guaranteed against raw material or manufacture defects for a six months period, except contrary formal stipulation, from date of delivery. With regard to the guarantee our liabilities will be, to our choice, to either repair or replace the product or the deficient elements, part of our delivery. All other expenses, and notably transport, travel, dismantling and erecting will be at the Buyer's charge. The guarantee does not apply in case of wrong fittings, except if responsibility has been duly accepted by Seller on erecting sites, improper utilization or bad maintenance, or else in case of repair or modification done by non-authorized personnel. We do not guarantee particular performance results beyond that of the conformity of the product as described into the acknowledgment of orders.

**ARTICLE 12 – RESTRICTIVE CLAUSE OF RESPONSIBILITY** – The seller will not be liable in any case of damages caused to Buyer's ownership and people. The Buyer remain in all cases the person responsible

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for the control of the product conformity before utilization or incorporation into another product. Seller's responsibility is limited to only repairing or replacing defective product within the stipulated guarantee.

**ARTICLE 13- FORCE MAJEURE** – All commitments shall be suspended or void in case where any obligation of the Seller could not be carried out because a force majeure or any serious event putting the Seller in the impossibility to execute his contractual duties, like a total or a partial strike (notably in our factory and office or else in those of our suppliers), flooding, fire, etc ...

**ARTICLE 14 – TRANSPORT – INSURANCE – CUSTOMS** – All operations of transportation, insurance, customs, handling remain at Buyer's expense, risks and perils of the Buyer to which it belongs to verify the good condition of shipment upon arrival. When justified, it belongs to the Buyer to take necessary steps, for all reserves and precaution measures, with regard to the broker, forwarding agent, even in case of a carrier delivery. To the case where the Seller would be in charge of the shipment, this one would be reputed made for the Buyer's account, at his own risks and expenses.

**ARTICLE 15- APPLICABLE LAW** – The applicable law to the contract is the French law.

**ARTICLE 16 – ELECTION OF DOMICILE** – Every part elects domicile to his corporate headquarters location.

**ARTICLE 17 – JURIDICTION** – In case of a legal action, explicit assignment of the jurisdiction is given to the competent court of the Seller's location, even in case of an injunction or of multiple defendants.

**ARTICLE 18** – The English translation opposite is for your guidance and could never depart from the application of the articles here above.