



GENERAL CONDITIONS OF SALES

All orders or sales are subject to the customary practice in our profession and to the conditions set out hereunder which the buyer declares explicitly that he accepts without reservation. Any clause contrary to the provisions of these conditions shall only be valid if it has been explicitly accepted in writing by our company (hereinafter referred to as ALUDIUM).

1. FINALIZING OF THE AGREEMENT

ALUDIUM is bound by the commitments of its sales representatives or employees subject to confirmation of such commitments by the company itself. Offers made by letter or telegram only commit ALUDIUM if they are taken up immediately and prices are subject to change without notice. Additional supplies shall be subject to a new offer by ALUDIUM. The sales agreement only binds the two parties concerned after explicit acceptance of the buyer's order by ALUDIUM. Information included on the catalogues, leaflets and price lists, as well as those supplied to customers on the choice of the most suitable product for the proposed use, is only given as a general guide and does not commit ALUDIUM. Our studies and recommendations are made free of charge and submitted for guidance purposes, they do not involve the liability of ALUDIUM. They are not a factor in the execution of the order, and it is up to the user to check said studies and recommendations under his own responsibility and to check in particular that they respect any general rules applicable for the type of operation involved and the specific conditions of the proposed use. Similarly, it is the user's responsibility to ensure, before processing/fabrication, that the product used is suitable for the proposed use by making appropriate tests.

2. QUANTITIES DELIVERED

The quantities invoiced are those in fact delivered. They may slightly differ from the quantities ordered according to the manufacturing conditions.

3. PRICES

Prices are fixed on the basis of the economic conditions indicated in the offers. They are subject to revision in accordance with any change in the costs of the components within the limits of the laws in force. Similarly, the prices invoiced are those in force, in particular where applicable, those included in the price lists or catalogues at the date on which the products are made available. Any change in price may not, under any circumstance, constitute grounds for cancellation of the order.

4. DELIVERY TERMS

The goods are considered as accepted and approved in ALUDIUM's plants or storehouses and the transfer of risk also takes place in the said plants or storehouse as soon as the goods have been placed in the disposal of the buyer, even if they are to be delivered carriage free. If the shipment is delayed at the request of the buyer and ALUDIUM agrees thereto, the goods are stored and handled at the buyer's expense and risk and this shall not involve any liability for ALUDIUM. These provisions in no way modify the obligation of payment of the goods and do not constitute any substitution in the sales agreement. The goods always travel at the buyer's risk, subject to his right of recourse against the carrier. It is therefore the buyer's responsibility, when he or his representative is the addressee of the shipment or when the buyer arranges for shipment to a third party, only to give a dated discharge to the carrier after ensuring that the goods have been delivered to him in good condition and after a normal shipment period. In the event of damage or ullage, the addressee must carry out all legal formalities (and, in particular, note his reservations on the way-bill and send a registered letter, return receipt requested, to the carrier within three days). The buyer alone shall take recourse against the carrier. The fact that the carrier may have been chosen by ALUDIUM in no way modifies the buyer's obligations in this respect. Shipments shall be made by any means of transport at ALUDIUM shall be entitled to invoice to him any additional freight costs which may result there from.

5. PAYMENT TERMS

The act of ALUDIUM's making goods available to the buyer initiates the invoicing procedure. Invoices shall be paid for at ALUDIUM registered office at the due date indicated on sales acknowledgement. The first delivered order must be paid cash, except special written agreement with ALUDIUM. Without prejudice to any right or remedy of ALUDIUM any amount not paid by the buyer to ALUDIUM on the due date shall, automatically and without prior notice, bear interest for each day of delayed payment at the rate equal to: 1.5 X the legal interest rate in FRANCE. Moreover, the buyer's default on an invoice on its due date, makes payment of all other invoices sent to him immediately due, even if that payment was to have been by draft already in circulation. In this event, ALUDIUM shall be entitled to suspend or cancel the execution of pending contracts or orders and to require payment in cash before shipping any other supply, whatever the conditions previously agreed to for said supply. Any change in the buyer's situation such as, in particular, the sale or transfer of all or part of his goodwill, decease, disability, financial difficulties or winding up, liquidation, bankruptcy, provisional suspension of the same provisions as those referred to above in the event of default on an invoice.

6. RESERVATION OF OWNERSHIP

ALUDIUM reserves the right of ownership of the goods and the right to repossess them up until complete payment of the sales prices, any risks to the said goods being nonetheless borne by the buyer as soon as the said goods have been placed at his disposal, in accordance with the general conditions governing this agreement.

7. PACKING

ALUDIUM shall incur no liability if the goods have not been packed, in the absence of any specific commitment by ALUDIUM on this point in the sales agreement.

8. GUARANTEES

In the absence of any stipulation to the contrary, orders are carried out in accordance with the standards, if these exist, and with the tolerances which are customary, in standard qualities and without regard to any special use which the buyer may envisage. The receiver must immediately check the quality, weight, dimensions and quality. Any claim must be formulated by registered letter, return receipt requested, not more than 72 hours after the date of delivery of the goods. Under no circumstances shall ALUDIUM's obligation extend beyond the mere replacement of any products acknowledged to be defective, at the lowest freight rate, without payment of any other compensation. Any products replaced in this manner shall remain ALUDIUM's property. All guarantees exclude defects resulting from storage, erection or use of the products by the customer under abnormal conditions or not in accordance with normal rules. ALUDIUM accepts no return of goods without its prior authorisation.

9. TESTS AND ACCEPTANCE AT THE PLANT

Goods may only be accepted in ALUDIUM's plants after an explicit request by the buyer to this effect and in accordance with the arrangements agreed upon in the order. The corresponding expenses and, in particular, fees and statements shall be incumbent upon the buyer.

10. DELIVERY TIMES

Delivery times indicated by ALUDIUM run from the date of acknowledgement of the order. In the absence of explicit agreement, these times are given only as a general guide and are binding: the exceeding of the time shall not provide justification for cancellation of the order nor give rise to a right to compensation. Even in the event of formal acceptance by ALUDIUM of delivery times the overshooting of which involves penalties, performing of the supply may be suspended or deferred without any liability for compensation by ALUDIUM if the payment terms are not respected by the buyer or if the information required of the buyer has not reached the ALUDIUM in due time. Wars, strikes, epidemics, partial or total interruption of transport, shortages of raw materials, hindrances resulting from measures taken by the import or exchange authorities or internal economic regulations; incidents and accidents and any other cause leading to the shutting down of all or part of the plant and, more generally, any fortuitous cause or force majeure automatically implies the suspension of any pending contracts or their late execution without any liability to pay compensation or damages.

11. JURISDICTION

In the event of disputes, French law shall alone be applicable and the courts of Montauban's jurisdiction shall alone be competent, whatever the sales conditions and payment terms agreed upon, even in the event of recourse to a guarantor or of the existence of several plaintiffs or defendants or the establishing of a bill exchange.