

GENERAL TERMS AND CONDITIONS OF SALE

1° GENERAL

Markets or orders are always governed by these general terms and conditions of sale except as otherwise agreed in writing. They apply notwithstanding any provisions to the contrary that may be added to letters, return receipts or other documents emanating from the buyers. Any product order shall imply the automatic and unreserved acceptance by the buyer of these terms and conditions of sale in their entirety as prevailing over any other document. Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing.

2° MANDATORY ACCEPTANCE OF ORDERS AND UNDERTAKINGS

All the orders taken or undertakings made by sales representatives on behalf of our company shall only be valid once they have been formalized on a document emanating from our company, containing written acceptance from the buyer of these terms and conditions of sale as printed on the reverse side of the said document, and then confirmed by our company through confirmation of the purchase order or confirmation of the market.

3° INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

With the exception of subcontracted markets as mentioned in point 4 below, all documents given to customers remain the exclusive property of our company. As sole owner of the intellectual and industrial property rights with regard to these documents, they must be returned to our company at our request. Our customers undertake not to use these documents in a manner likely to adversely affect the intellectual and industrial property rights of our company, and undertake not to disclose them to any third party.

4° SUBCONTRACTING, PATENT AND KNOW-HOW

In the case of a market subcontracted to our company, the main contractor will personally make sure that our company, in its capacity as subcontractor, is provided with all patents or know-how required to execute the contract and fabricate the subcontracted products as stipulated in the contract.

As a result of this provision, the main contractor undertakes to warrant our company against any infringement or unfair competition actions due to the illicit use or improper transfer to the subcontractor of property or user rights with regard to the said patent or know-how.

On these grounds, the main contractor is fully liable for all damages, expenses and fees that could be incurred by these actions with no charge whatsoever to our company.

5° CONDITIONS FOR DISPATCH

All merchandise dispatched is considered as having approved status from our plants or depots.

Our merchandise is always shipped at the risk and peril of the recipient whatever the mode of dispatch. When shipments are made Cost paid to (CPT), merchandise is sent freight prepaid, not including transport insurance. When shipments are made Ex-works (EXW), merchandise is sent with freight due.

6° DELIVERY LEAD TIME

Delivery lead times are only given to the buyer on an indicative basis. Late deliveries can, in no way, justify order cancellation or merchandise refusal, and cannot result in compensation, penalties or damages.

These indicative lead times shall be automatically suspended in the event of force majeure or fortuitous events beyond our control that could not reasonably have been foreseen, overcome or avoided, notably the following events: total or partial strikes of all or part of company staff, lock-outs, fire outbreak, machinery breakdown, floods etc.

7° CLAIMS

To be admissible, all claims with regard to either delivered products or delivery conditions should be sent to head office by registered letter no later than seven days after merchandise receipt and, concerning defective or non-conforming deliveries, the company's liability shall be globally limited to the replacement of all or part of the said deliveries, with no awards made for damages for whatever reason.

8° RATES AND PRICES

8.1 RATES

Our rates can be modified and increased at any time. All rate changes shall be automatically applied on the date indicated on the new rate.

8.2 PRICES, CONDITIONS AND METHODS OF PAYMENT

Our prices are set by the applicable rate on the day the order is placed.

The price is considered to be firm and final, unless otherwise stipulated. It is indicated exclusive of taxes and payable by check, wire, bill of exchange, or promissory note in accordance with negotiated payment terms.

8.3 LATE PAYMENT SANCTIONS AND PENALTIES

In conformity with article L441-6 of the French Commercial Code, late payment penalties are due in the event of payment default from the day after the due date indicated on the invoice. The flat-rate amount for collection costs is 40 Euros and the interest rate for late payment penalties is three (3) times the legal rate of interest.

8.4 ORDER REFUSAL

If, during a previous order, the buyer did not pay on time, this can be served as grounds for refusal to sell unless the said buyer can provide sufficient security or guarantee cash payment. No discounts for cash or early payment will be awarded.

9° PAYMENTS

All merchandise should be paid to head office, whatever their place of dispatch or receipt. Bills of exchange or various acceptance of payments shall not result in novation or derogation of this rule conferring jurisdiction. Checks and trade bills made out to the company as well as wires to its bank account should always be established and endorsed in its name.

In application of article L441-6 of the French Commercial Code, and unless otherwise specified, our invoices are payable on the 30th day following the invoice issuance date.

Unless otherwise specified, no discount will be awarded for cash or early payment.

We reserve the right to make partial deliveries with corresponding invoicing to be considered as a distinct contract. The buyer cannot use the fact that the totality of the order has not yet been received to differ payment.

10° TERMINATION

The non-payment of an amount at its due date, as well as the non-collection or non-receipt of merchandise sold, within five working days from the considered date, may result in the automatic termination of agreements with regard to the orders and the market in question, and this without any need for formal demand or notification. Furthermore, we shall, by right, keep all rebates, discounts, bonus systems or other specific advantages not having been applied or settled prior to the termination, and even retroactively where required as compensation and contractual penalties.

11° CONFIDENTIALITY

The buyer undertakes to keep confidential all technical and commercial information to which it has access in executing its order.

12° CONTESTATION

In the event of contestation for whatever reason, and even when there are multiple defendants, the Angers Commercial court will be the only one with competent jurisdiction in the matter, and this notwithstanding any provision to the contrary.

Furthermore, in the case of legal action or any debt collection proceedings undertaken by our company, summons fees, legal fees as well as attorney and bailiff expenses, and all other additional costs will be charged to the offending customer, along with any expenses arising from the customer's failure to respect payment terms or delivery conditions with regard to the order in question.

13° RETENTION OF TITLE (Article L624-16 of the French Commercial Code and Article 2367 and following of the French Civil Code)

We reserve the ownership of merchandise designated in this document until full payment has been made, principal and interest. If payment is not made on the due date, we may take back the merchandise, the sale will be automatically cancelled should we deem fit, and the advance already paid will be kept as compensation for the use that the buyer has had of the merchandise.

Nevertheless, the buyer will become liable for the merchandise on receipt, the transfer of ownership bringing about the transfer of risk. The buyer undertakes to immediately take out an insurance policy covering the risks of loss, destruction or theft of the above-mentioned merchandise. The insurance policies must mention the existence of this clause.

14° FLAMMABILITY OF POLYURETHANE FOAM

Polyurethane foam is a flammable product. Polyurethane foam burns when exposed to intense heat or to any other high-temperature heat source. Polyurethane foam must never be exposed to intense heat or any other high-temperature heat source. When polyurethane foam ignites, it burns rapidly and gives off intense heat which rapidly consumes the oxygen present in the air. If this occurs in a confined space, the lack of oxygen can cause suffocation to anyone in that area. The toxic gases released into the atmosphere by the burning polyurethane foam are dangerous and can cause death when inhaled in large quantities. It is difficult to put out polyurethane foam when it is on fire. A polyurethane foam fire may seem to be out, but continue to burn slowly without any flame and the re-ignite later. A fireman or fire specialist must be called upon to determine if the polyurethane foam fire has been fully extinguished or not.

15° MISCELLANEOUS

Carpenter is registered in the national register of the market distributor of furniture products under the registration number FR019823. This number guarantees that Carpenter SAS by becoming a member of "Eco-Mobilier" is in compliance with the regulatory obligations that apply to him from the application of the article L541-10-6 of the environmental code. By Accepting these general terms, the customer commits himself to comply with the rules of "Eco-Mobilier"