

1. PRICES - All our prices are net, exclusive of tax, (unless otherwise agreed in writing) ex works. They are subject to be amended in the event of a significant increase in raw materials.

2. DELIVERY - All our goods travel at the risk of the recipient. It is therefore up to the latter to exercise any recourse against the carrier, who is solely responsible in the event of delay, missing item or damage.

3. DELIVERY TIME - The mentioned delivery times can only be considered as merely indicative. However, if at the end of a period of 60 days, as from a formal notice delivered by the buyer, the latter has not obtained the delivery of the ordered equipment, he will be entitled of cancelling his order without this giving him the right in any case whatsoever to make claim for compensation. However, we cannot be held responsible for a delay in delivery or non-delivery due to a cause beyond our control (pandemic, shortage of raw materials, frost, flood, war, strikes, riots, etc.). Commitments made by our representatives, salesmen or employees are only valid if they have been signed by us.

4. PAYMENTS - Our supplies are payable in ST GEORGES DE RENEINS, regardless of the place of delivery, without our drafts or payment acceptances constituting a waiver or novation of this payment condition, what fall under VILLEFRANCHE SUR SAONE's jurisdiction .

In case of the disruption of the creditworthiness of the customer, we reserve the right, even after partial shipment of a contract, to require from the buyer the guarantees that we deem appropriate for the proper performance of the commitments made. Failure to comply shall entitle us to cancel the contract in whole or in part.

In the event of non-payment on any of the due dates, the other due dates shall become immediately payable, even if they have given rise to drafts. Besides, as a penalty clause and in application of the legal provisions, the buyer shall be automatically liable to pay a penalty for late payment, calculated by applying to the entirety of the sums remaining due, an interest rate equal to 1.5 times the legal interest rate. Non-payment of a due date shall immediately suspend deliveries and shall result in the immediate payment of the outstanding due dates.

A lump-sum compensation for collection costs due in the event of late payment in accordance with Article 121-II of Law No. 2012-387 of 22 March 2012 is set at €40 by Decree No. 2012-1115 of 2 October 2012.

5. RETENTION OF TITLE - Unless previously agreed otherwise in writing with our customers, the transfer of title of the parts is suspended until full payment of the price in accordance with Law No. 80-335 of 12 May 1980, the goods must be insured by the purchaser on behalf of the seller, until the transfer of title.

6. WARRANTY - The seller guarantees the absence of manufacturing defects as well as the compliance warranty for products delivered for a period of 12 months from the date of departure from our factory. These express warranties replace and exclude all other warranties. The warranty is limited to the replacement of defective parts or to their repair after expertise by the RHONE ALPES FLEXIBLES INDUSTRIE company. All parts returned to us and recognised as defective by our services or our suppliers due to a material or manufacturing defect are considered as "defective parts". Apart from the replacement of the defective material, the guarantee excludes any compensation for any cause whatsoever, discontinuation, immobilisation of equipment.

The hereby warranty does not cover parts damaged by accident and does not apply:

- in the event of non-payment for the equipment or relevant parts,
- if the equipment has been transformed or modified,
- When the damage is due to negligence (e.g.: pollution of the hydraulic circuit, failure to respect the recommended pressure), or to incorrect use.

The RHONE ALPES FLEXIBLES INDUSTRIE company reserves the right to make any modifications or improvements to its products that it deems useful, without the customer being able to claim free of charge.

7. CLAIMS AND RETURNS - Any claim shall be deemed as inadmissible if it is made after the expiry of a period of 8 days further to the reception of our goods. No returns will be accepted without prior written consent between the buyer and ourselves. Returned goods shall be beared at the buyer's expense. Cash refunds cannot be required.

8. OBSERVATIONS - The clauses mentioned in the order forms or correspondence that we receive shall not modify those that precede them, unless we formally accept them in writing. In the event of a dispute, the Commercial Court of VILLEFRANCHE SUR SAONE shall have sole jurisdiction, even in the event of multiple defendants, incidental claims, liability claims or calls for guarantees, and even if there are summary proceedings.