

GENERAL CONDITIONS OF SALE including retention of title clause

1. The following conditions of sale shall apply to all sales by our company and shall override any Buyer's condition of purchase. All quotations and offers are issued subject to these conditions and all orders accepted imply acceptance of these conditions. In the case of incompatibility or difference between these conditions and the specific conditions appearing on the back, the latter shall expressly prevail.

2. PLACING AND CONFIRMATION OF ORDERS

No order shall be binding unless confirmed by the Seller in writing (by letter or fax), faxes being accepted by mutual agreement as proof of the commercial transaction.

Orders placed by telephone shall become binding on the Buyer upon receipt of the telephone call. In such a case, receipt of the goods shall be equivalent to confirmation of the order.

Each time that our company deems the financial status of a Buyer unsatisfactory, rendering uncertain the payment of receivables, or for any new customer or for any unusually large order, our company may require, prior to processing the order, a deposit or satisfactory warranty or full payment of the goods prior to delivery. In the event of non-compliance with those conditions, the order shall be deemed null and void.

The Seller may, without liability, cancel or suspend its obligations in part or whole, during any period where the Seller is hindered in manufacturing or supplying the goods by normal means by reason of force majeure, which shall include (but not be limited to) general or partial strike, machinery breakdown, industrial action, shortages of supply and/or transport or any circumstances beyond the Seller's reasonable control.

3. DELIVERY AND TRANSPORT

Except in the case where delivery implies confirmation of the order, the period for delivery shall commence on the date on which confirmation of the order is given. Unless expressly specified as imperative in the confirmation of the order, the delivery time (or date of delivery) is an estimate. The company shall have no liability in respect of any failure to deliver by any such estimated date, unless through deliberate negligence on the part of our company.

Delivery of goods is always carried out "Ex-works" (Incoterm 1990) regardless of stipulations indicated on the order pertaining to transport costs. Consequently, all risks relating to the goods sold, including those as a result of force majeure, are passed to the Buyer on delivery of the goods to the transporter.

In all cases, our company only carries out shipment and other accessory operations to transportation on behalf and in the name of the Buyer who, on receipt of the invoice, shall reimburse the company for expenses incurred for shipments carriage paid. Consequently, it is the responsibility of the Buyer, who assumes all the risks of these operations, to verify the arrival, state, quantity, weight of the goods or their conformity to the shipping documents, to make all reservations and to transmit any claims to the transporter, and take appropriate action against the latter within the legal period if necessary. The Buyer shall also communicate any such claims to our company for our information.

All orders for products for which the Buyer requests successive deliveries, shall be delivered timely, the Buyer not being entitled to request any suspension of deliveries or a different distribution of them.

4. PRICE AND PAYMENT

Prices quoted are deemed "Ex-works" (Incoterm 1990) (tax excluded), increased by transport costs to the agreed upon destination. Unless otherwise agreed, goods shall be invoiced according to the price list in force on the day on which the order is placed and are payable 60 days from INVOICE DATE. In the case of anticipated payment, a discount on the net price will be calculated on the basis of 0.30% per month. B/E and IOU must be returned to our company at least 45 days prior to their maturity date. Otherwise or in case of insolvency, bankruptcy, liquidation, or similar proceeding or arrangement with creditors, or the appointment of a receiver, all outstanding balances shall be deemed immediately due and payable.

In case of non-payment, even partial, of any invoice at maturity date, all outstanding balances shall become payable in full. Moreover, interest equivalent to three times the legal rate in force at the due date shall be applied on late payments, without prejudice of the option for our company to claim the reimbursement of legal proceedings and/or obtain a warranty for the payment and/or prevail itself of the termination of all orders not yet delivered and those for which payment has not been made.

5. RETENTION OF TITLE

The Seller shall retain title to the goods delivered and ownership of the goods sold shall remain the property of our company until payment in full for the principal and accessories has been made. Presentation of documents creating an obligation to pay, draft or other, shall not constitute payment.

In order to facilitate the identification of goods, the Buyer shall not remove distinctive marks from the goods before their use. If identification of the said goods proves impossible, all goods answering to the same specifications as those of the Seller and not themselves identified shall be deemed to be goods of the Seller, up to the amount of the debt owed to the Seller. If the goods have been resold, the Seller shall have a direct claim on the proceeds of sale in the hands of all holders. These latter shall be liable to pay to the Seller all sums which they may owe to the original Buyer on account of the sale of the said goods.

The Seller shall be authorized to enter, accompanied by any court representative, the Buyer's premises during working hours in order to proceed with an examination of stocked goods. Payments effected by the Buyer shall be deducted, as agreed, from invoices issued by our company for goods which have been already utilized.

All risks related to sold goods (loss, deterioration, damage) including those resulting from conditions of force majeure are passed on to the Buyer on their delivery to the transporter according to the above-mentioned stipulations.

The application of this clause shall in no way exclude a possible action by the Seller for damages with a view to compensate for loss of earnings or for damage, nor the right for our company to terminate ipso jure all orders as per article 6 hereafter.

6. FAILURE TO PAY

In the case of non-payment on due date, our company reserves the right to cancel ipso jure, without prior notice, any orders which have been placed.

7. CLAIMS AND WARRANTY

Upon arrival of goods at their destination, the Buyer shall promptly examine the conformity of the goods to the order. In case of non-conformity, claims shall only be admissible if received in writing before utilization of the goods and at the latest 10 days as of delivery date in case the irregularity can be revealed by elementary check.

Provided the Buyer has respected the conditions indicated by our company in regard to storage, transportation, installation and utilization of the goods and the European standards EN 438, the international standard AFNOR*NF EN 438, and the general recommendations for use AFNOR n-T54320 till T54330, the warranty shall be limited to material or manufacturing defects revealing up to two years following the date of delivery.

Our liability shall be limited to the replacement of goods, excluding indemnities or damages. The goods which are replaced must be returned to our company. Moreover, this guarantee shall apply only in the case of claims presented immediately after defect is revealed and after approval from a representative of our company for the replacement of the defective goods.

Our melamine-faced coated panels have been manufactured for utilization in moderate climates. This warranty shall not apply in the case of storage, utilization or transport (particularly in containers) in climates other than moderate.

8. SETTLEMENT OF DISPUTES

All disputes arising in connection with the sale and/or interpretation of these conditions of sale shall be exclusively submitted to the Court in whose jurisdiction our registered office will be as of the date of the opening of proceedings, even in the event of any party being attached to proceedings or in the event of there being several defendants. However, our company reserves the right to refer the dispute to the jurisdiction of the Buyer's registered office.

The laws of France shall govern, except in the event that our company chooses the law of the Buyer's country, in particular regarding the retention of title clause and/or action for recovery of property, or if the parties have expressly agreed to refer to another country's law.