

7, rue Jean Poulmarch P A Val d' Argent 95 100 ARGENTEUIL FRANCE
tél : [33 1] (01) 34 11 49 50 fax : [33 1] (01) 34 10 17 77
e mail : chevalier@chevalier-cleret.fr site : www.chevalier-cleret.com
cleret@chevalier-cleret.fr

APPLICABLE GENERAL TERMS OF SALE

v 2012 05 2

Any order passed through the customer with CHEVALIER-CLERET implies the acceptance of the General terms hereafter whatever the clauses being able to be reproduced on the document of the purchaser, except for special exemptions expressly accepted by CHEVALIER-CLERET.

Properties of the studies, plans and tools, intellectual property: Unless it is not expressly agreed differently by CHEVALIER-CLERET, all the drawings of parts and tools, the processes, the inventions, the patents, the patent applications and other elements of intellectual properties held to date by CHEVALIER-CLERET, created by CHEVALIER-CLERET or created jointly by CHEVALIER-CLERET and the Purchaser in connection with the orders will remain the property full and whole of CHEVALIER-CLERET. These documents, plans.... cannot be communicated to thirds nor carried out, without the authorization express and written CHEVALIER-CLERET. The use of the tools carried out in participation is exclusive with CHEVALIER-CLERET.

Price: CHEVALIER-CLERET will be able to constantly increase the prices of its supplies and for some reason that it is, including, in particular because of a raising of prices of the matters, energy, transport,... used for the manufacture of the products.

Time: The delivery periods are given as an indication and "without guarantee". A possible delay n' do not authorize l' purchaser to cancel the sale, to refuse the goods or to profit from various damages.

Cancellation of order: In the event of cancellation or of modification of order having received a beginning of execution, the customers are held to pay the finished parts or work-in-progress of manufacture as well as the tools and the provisioning especially made up of sight of the aforesaid orders

Transport: Except special convention, the goods travel to the risks of the customer to which it belongs to check the good state at the time of the delivery. This checking must relate to quality, the quantities and the references of the goods like their conformity to the order. No complaint will be taken into account after a fifteen days deadline as from the day of the delivery

Payment: Invoices CHEVALIER-CLERET are payable `net' and `without escompte' according to terms agreed and specified in our offers/tariffs/AR and to the maximum at 60 Days goes back to emission from invoice (or another method accepted explicitly) which corresponds to the starting date of the parts - goods - realization of work. The required method of payment is the credit transfer at the expiration date. The purchaser will support all his expenses and will ensure CHEVALIER-CLERET the exact payment of the amount invoiced with the profit of the account of CHEVALIER-CLERET. Of convention express train the non-payment of the supplies of CHEVALIER-CLERET at the fixed limit will be able to involve without special or automatic notification preliminary:

- the possibility of sursoir with all new delivery
- the denunciation of the granted term of payment
- immediate current liability of all the sums remaining due
- late penalties without any injunction being necessary

These devices do not apply in the event of partially disputed invoice, provided that the not disputed part either regulated within the deadlines and that the complaint or recognized by the services of CHEVALIER-CLERET.

Clause of reserve of property: The transfer of property will be effective only after complete payment of the goods. The use and or the resale of the goods is related to this condition (law N° 80.335 of May 12, 1980).

Complaint: Goods comprising a possible defect of conformity recognized by our Services, defect announced within 2 week after its reception, fact l' object one to have, d' a replacement or d' a handing-over in l' state, with l' exclusion of any compensation, with some title that it is.

Return of goods: No return of goods is authorized without an express train agreement and precondition of CHEVALIER-CLERET.

Guarantee: If the mouldings are carried out starting from tools "old hand" and "except guarantee", they can be realized according to objectives commun runs quality but without guarantee nor engagements (quality, times...) taking into account the means at disposal and risks under unclaimed.

The disputes relating to the execution or the interpretation of our markets, orders or contracts or of these general terms of sale will be competence of the Court ED Pontoise (again, even if contrary stipulations are contained in the commercial documents of the customers).

Case of major force: CHEVALIER-CLERET is not responsible for the various consequences material and immaterial being able to intervene after in particular fire, floods, interruption of the supply of energy of raw materials or spare parts, as well as the all-out strikes or partial of any nature blocking the good walk of the company, such as the strikes of transport, suppliers,... The supervening of a case of major force causes to suspend de facto the execution of the possible contractual obligations of CHEVALIER-CLERET.

Specification of recommendations of storage - assembly...: The customer must refer to our document N°003 ind 9 following "Recommendations Produced" and versions in his possession or which could be to him addressed on request.