

COPCI
GENERAL TERMS AND CONDITIONS OF SALE
(Updated on 2 May 2014)

Article 1 – GENERAL TERMS AND CONDITIONS

Our sales are made exclusively under the special terms and conditions stated on the front of the page, and under these general terms and conditions, which the purchaser acknowledges to formally accept solely by placing an order.

Any contrary condition that could be stipulated by the purchaser, after or even before these conditions, will be deemed not written in our regard if it has not received our prior and written agreement.

Article 2 – ORDERS

In all circumstances, any order only becomes final after having been accepted and confirmed in writing by our company.

Article 3 – PRICES AND ESTIMATES

Our offers are stated for immediate acceptance and our prices are always excluding VAT and concerning markets or sales abroad, excluding present or future import duties, particularly those of customs duties and taxes on sales that are paid by the customer, unless otherwise expressly stipulated in our "TERMS AND CONDITIONS OF SALE".

Article 4 – LEAD-TIMES

The lead-times stated in our sale confirmations are for information purposes only. Furthermore, in the case of legally defined unforeseeable circumstances or a force majeure event and also any circumstance outside our control that seriously disrupts the execution of our orders, such as fires, abrupt failure of essential labour, customs strikes, machinery accidents, strikes, the placing of quotas on imports/exports, administrative restrictions on distribution, etc., occurring either at our premises or at those of our supplier, the purchaser will be informed and will exonerate us as of right from any liability whatsoever without it, in this case, being able to terminate its order if this delay is less than two months. In the event that this delay exceeds two months, the parties will come together to set a new lead-time, and failing agreement between them on this new lead-time, the customer can terminate its order.

In no case can any compensation be demanded from our Company due to a delay or termination.

Article 5 – DELIVERY – TRANSPORT

All our goods are, unless specifically indicated otherwise, sold from place of production. In all cases, they travel at the risk of the consignee, even in the case of delivered sale.

In all cases, weighing and any sampling are carried out at the departure point.

When the goods are unreservedly handed over to the carrier this implies acknowledgment of the accuracy of the weight and quantity of the goods delivered as well as the compliance, where applicable, of the wrapping and packaging.

In all cases, we are released from any risks or liability whatsoever and also from any delay due to the transport.

It is the customer's responsibility to check the condition of the goods on receipt and to state to the carrier all the reservations or carry out the procedures that it deems necessary, at its cost and on its own behalf in the event of a delay, damages or missing products.

Article 6 – RETENTION OF TITLE (Art. L 621-122CC)

THE TRANSFER OF OWNERSHIP OF THE DELIVERED GOODS IS DEFERRED UNTIL FULL PAYMENT OF THEIR PRICE. IN THE EVENT OF PAYMENT DEFAULT, WE RESERVE THE RIGHT TO TAKE BACK THE GOODS DELIVERED TO THE PURCHASER.

In the event that the goods have been used by the purchaser, all of our rights will be transferred by express agreement, to the products in which the goods have been incorporated.

Article 7 – PAYMENT

Our conditions refer to those stated on the front page of our sale confirmations, with the payment date being the processing date to credit our account.

Under application of the Law of 31.12.1992, our invoices must be paid on the date specifically stated on our invoices in the "DUE DATES" box stipulated for this purpose.

Any payment after this date will give rise to the payment of a late payment penalty pursuant to the rate in force.

Furthermore, the seller will have the option to modify the payment conditions previously fixed and notably can demand payment before dispatch for any new order in the event of substantial changes in the commercial and financial situation of the purchaser (legal settlement, winding up of business, etc.)

Failure to pay the exact amount of a single due sum on the stipulated date will automatically and without formal notice result in the loss of the payment periods in whatever forms they may have been granted (bills or others) and the immediate payability of any sums that remain due in whatever capacity.

In this case, the seller will be entitled to suspend the execution of the orders underway or cancel them and to claim the payment in cash for the manufactured products or those in the process of being manufactured, and this without prejudice to any legal damages.

Fixed recovery payment:

Any sum, including the instalment, not paid on its due date, will generate, as of right, late payment interest equivalent to three times the legal rate of interest for the current year as well as the payment of a fixed sum of forty (40) euros due for recovery costs.

Article 8 – LIABILITY AND GUARANTEE

Our products are guaranteed to be of good merchantable quality and compliant with manufacturing standards and any sample provided.

Before using the delivered goods, the purchaser must check if they comply with its order.

The customer is solely responsible for the user conditions of the delivered products. Given the influence of the user conditions on the sold products, our company is expressly released from any liability and guarantee as to the use and implementation of the products. For the same reasons, our advice or any opinions provided to the customer are done so with the greatest care, but they can in no case incur our liability. It is the customer's responsibility to take any prior precaution to check, through attentive tests carried out under real user conditions, that our products are fully adapted to the use for which they are intended and under the conditions of this use.

Any reservations or complaints concerning any visible or hidden defects must be made to the seller within five days of the receipt of the goods and explained in writing within ten days of the receipt of the goods under penalty of forfeiture.

Any claims made after this period as well as those concerning discrepancies in quantities, weight or non-compliance with any sampling will be null and void.

In the case of products acknowledged as defective, our company can only be bound in any event to pure and simple replacement of these products, without any other compensation, with the products replaced in this way remaining our property.

Return of goods will not be permitted without our prior and written agreement.

Article 9 – JURISDICTION

Exclusive jurisdiction is assigned to the Annecy Regional Court, ruling commercially.