

# GENERAL TERMS AND CONDITIONS OF SALE

## **Preliminary remarks**

These general terms and conditions shall apply to the sale of goods, products and services (hereafter referred to as Product), by CREATION JEAN-CLAUDE JOLY SARL (hereafter referred to as CJCJ), to any purchaser or reseller (hereafter referred to as Purchaser).

Any service carried out by CJCJ shall thereby include the adherence without conditions or reserve by the Purchaser to these general terms and conditions of sale.

These general terms and conditions shall substitute the previous general terms and conditions and may be modified without notice (they shall apply notwithstanding the general terms and conditions of purchase of our clients).

The fact that one or several of these conditions shall not be asserted at any given time may not be interpreted as a waiver from subsequently asserting them.

## **Product presentation**

Our catalogues, technical, promotional and commercial documents are not of a contractual nature. The description of Products, as well as their characteristics, dimensions, forms or structures mentioned therein are only given for information purposes.

Therefore, CJCJ shall reserve the right, without notice, to carry out any modification or withdrawal deemed necessary and shall therefore not be obliged to provide a Product compliant to former specifications.

CJCJ shall retain all the intellectual and industrial property rights on its projects, analyses and documents. Their reproduction or communication, even partial, must be submitted for our approval.

## **Price**

The prices of our Products are indicated in euros and calculated excluding taxes, for goods taken and approved in our factories or warehouses. Consequently, these prices shall be increased by the VAT rate and the transportation costs applicable on the date of the order.

Tariffs and price offers are not binding. The Product shall be invoiced at the prices and conditions applicable on the date of the order, unless there are circumstances beyond our control, and unless the deliveries are deferred or phased over time, in which case the Product shall be invoiced under the conditions and tariffs applicable on the date of delivery.

For the Product for which the delivery shall require a specific package process, the packaging shall be invoiced and considered as a sale of goods.

## **Deadlines**

Our deadlines are given for information purposes, any delays shall not entitle the Purchaser to an indemnity, price reduction or cancellation of the order, *à fortiori* for the delays due to a *force majeure* event suffered by CJCJ or by its sub-contractors.

We shall be exempt from any deadline commitment:

- In the event whereby the payment conditions provided would not have been respected;
- In the event whereby the information necessary for the fulfilment of the orders would not have been provided to us in due time;
- In case of a delay by our own suppliers, breakage during transfer, fortuitous events, etc.

## **Sale**

Our clients' orders shall only bind us after written acceptance given by sending our order receipt confirmations.

In any event, the Purchaser shall define his own needs and the destination of the material ordered. The onus shall not be on CJCJ to assess the appropriateness of the choice of Product with regard to the end use intended by the Purchaser. CJCJ may under no circumstances be held liable for any secondary effects due to an incorrect use of its Product.

Any modification of an order or cancellation as a result of the Purchaser must be subject to prior written approval by CJCJ. As the case may be, this modification or cancellation shall be subject to an additional invoice.

## **Packaging**

"Disposable" packages may under no circumstances be subject to a deposit or a return.

If the Product is delivered on pallets or in returnable transport packaging, the amount of the return shall be mentioned on the invoice and payable at the same time as the Product. The reimbursement of this return shall be due upon receipt of such packaging returned free of carriage and in good condition at the place where the product was dispatched, and within a maximum period of one month. The returnable packaging returned unusable shall not be taken back.

## **Transport & Receipt**

Regardless of the conditions of sale (including the sales free of carriage), the receipt of the Products shall be made in CJCJ's premises, by the issuance of the Product to the Purchaser, his carrier, or to the carrier chosen and commissioned by CJCJ on behalf of the Purchaser.

Consequently, the Product shall travel at the Purchaser's full risk and he shall be responsible, upon receipt, for expressing all the reserves on the shipment document then confirming these reserves to the carrier by registered letter with return receipt requested within three days of receiving the Product.

In the case of deliveries on site, the Purchaser shall be obliged to take all measures to ensure that the vehicles may reach the place for unloading without danger and in proper conditions, and then leave as soon as possible. Therefore, the Purchaser must ensure a facility for vehicle access to the point of unloading and he shall be responsible for any damage caused to the delivery vehicles on his site.

All the inspections or customs handling operations shall be assumed at the full risk and costs of the Purchaser, even in the exceptional case of delivery free of carriage.

## **Warranty & Liability**

As the receipt of the Product shall occur in our premises, in the case of a non-compliant delivery, either in quality or quantity, any reserves or complaints must be expressed immediately and confirmed in writing within a period of 8 days as from the date of delivery. Failing that, the delivery shall be considered as complete and compliant to the order.

Upon the expiry of this delay, we shall guarantee our products in the conditions provided in Articles 1641 *et seq.* of the French Civil Code, with the exception of indirect damage.

In the case of an accepted complaint, CJCJ shall be obliged only to replace the non-compliant Product, at the exclusion of any indemnity relating to the expenses or any damages.

The actions due to a latent defect may only be initiated within a period not exceeding three months as from the emergence of the disorders.

Our products are decorative elements, not constitutive of buildings and therefore not subject to decennial insurance.

Any use of the Product for a purpose other than for its intended purpose, or contrary to our instructions for use, shall fully exempt our liability. The same shall apply in the event of a modification of the Product, in the event of an alteration as a result of the conditions of storage, transport, handling...

CJCJ's responsibility may not be incurred beyond that of its suppliers concerning a Product or a component for which the manufacturing is sub-contracted.

The dimensions, colours and amounts of certain materials shall be subject to variances which typify their nature or their production and shall benefit from the customary forbearances.

In order to be able to assert the benefit of the guarantees previously mentioned, the Purchaser must provide all the facilities to CJCJ to acknowledge the defects attributed to the Product and remedy the difficulties, if required.

## **Product Returns**

No return shall be made without CJCJ's prior written consent, backed up by a return coupon.

When, exceptionally, we accept the return of a Product, the latter must always be returned free of carriage within eight days following the date of our approval. It shall be sent to the address of our warehouse and accompanied by our return coupon.

The returned Product shall only be credited upon acceptance and receipt in our warehouse. The Product shall give rise to a credit note which shall be drawn up on the basis of the invoicing amount of the Product charged, as the case may be, with an obsolescence coefficient or restoration expenses.

The withdrawal shall be excluded (Art. L221-28 3rd paragraph) for the Products clearly personalized or manufactured specifically upon the Purchaser's request and produced according to his specifications. Therefore, the "customized" Products shall be non-returnable.

## **Installation**

It is expressly recalled that CJCJ shall not install the Product. The Purchaser shall be obliged to have recourse to a certified installer for such purpose, who shall strictly adhere to the professional practice rules and to the specifications of the installation.

CJCJ shall not be bound by any obligation of advice or information with regard to the installation of the Product, the responsibility of which shall be solely assumed by the installer. Therefore, the information or details provided to the Purchaser at the time of the sale of the Product may not be considered as instructions for the installation of the Product.

## **Payment**

The payment of our supplies is always due at the location of our head office. The payment shall be finalized on the date on which the funds are made available to CJCJ.

Unless otherwise stipulated, all our Products are payable in principal, expenses and incidentals, in full and without discounts.

Any additional delay for payment that CJCJ may approve shall under no circumstance give right to a discount in the event of an early payment.

The delay in the payment of an instalment by the Purchaser shall automatically give rise to any amounts due becoming immediately payable, the day following the payment date registered on the invoice without any reminder being necessary, even if a bank draft was issued and is in the banking system.

In the event of late payment, total or partial, of the Product delivered, the Purchaser must pay a late payment penalty to CJCJ equal to the rate of interest applied by the European Central Bank for its most recent financing operation increased by 10 percentage points (Article L. 441-6 paragraph 12 of the French Commercial Code) and a flat-rate indemnity for recovery costs of 40 euros (provided by the law no.2012-387 and fixed by decree No.2012-1115 of 02/10/2012) as well as any supplement upon justification, and without any prior formal notice being required. This penalty is calculated on the amount, inclusive of taxes, of the amount remaining due, and shall begin as from the payment instalment date.

In the case of a payment by bill of exchange, the latter must be returned within 10 days following its issuance. The refusal to accept a bill of exchange, which is assimilated to an absence of acceptance, within the period of 10 days as mentioned above, shall be assimilated to a payment default.

### **Reservation of ownership**

**It is expressly stipulated, as an essential condition, that the transfer of ownership of the Product delivered shall be suspended until the price has been paid in full, in principal and incidentals by the Purchaser. Even in the event whereby a delay for payment has been granted or negotiable instruments issued, the payment shall be understood as the actual receipt of the price.**

**As from the issuance of the Product, made in CJCJ's warehouses, in accordance with the "Transport & Receipt" clause of these terms and conditions, the Purchaser shall be the custodian of the Product sold and shall therefore assume the risks as well as the obligations and insurance costs.**

**The Purchaser shall be obliged to immediately inform CJCJ in the case of receivership or judicial liquidation, or in the case of a seizure of the Product, as well as to take all due measures to make known CJCJ's right of ownership. In the situation of a seizure, the Purchaser must make his best endeavours at his own expenses to obtain the release.**

**The failure to make payment of one of the instalments may give rise to the reclamation for an immediate return of the unpaid Products, and at the Purchaser's expenses and risks.**

**As soon as CJCJ has indicated its intent to assert this clause, in particular by simple registered letter with return receipt, or by the material recovery of the Product, the Purchaser has the obligation to immediately return the Product delivered and at his expenses. The failure to make an immediate withdrawal of negotiable instruments from the banking system, and/or the failure to make an immediate return of an advance or credit notification, shall have no impact on the effect of this reservation of ownership clause.**

**In the event whereby CJCJ were to reclaim the unpaid Product, CJCJ shall be exempt from returning the advances received, insofar as they shall compensate the damages due by the Purchaser.**

### **Avoidance clause**

In the event of the non-performance by the Purchaser of one of his obligations, and 8 calendar days after a formal notice by registered letter with return receipt, which has remained ineffectual, in full or in part, during this timeframe, the sales agreement shall automatically be cancelled and without formality. The Product must be returned to CJCJ upon its first request, at the Purchaser's expenses and full risk, without prejudice to any damages due to CJCJ. Any advance already paid shall remain definitively acquired as initial indemnities.

### **Force majeure**

CJCJ's obligations shall automatically be suspended and without formality, and its liability exempt in the event of the occurrence of events presenting, or not, the legal nature of a *force majeure* or a fortuitous event.

In this regard, shall be considered, in particular, as a *force majeure* any event that is beyond CJCJ's control and which impedes its proper functioning with regard to the manufacturing, sending or transportation of the Product, in particular the total or partial strikes impeding the proper functioning of CJCJ or that of one of its suppliers, sub-contractors or carriers as well as the breakdown of transportation, energy supplies, raw materials, or any other fortuitous event such as: fire; major climatic incident; epidemic; war; requisition or theft for example.

CJCJ shall inform the Purchaser as soon as possible of the occurrence of one of the above-mentioned events and shall endeavour to eradicate the effects as quickly as possible.

If the *force majeure* event were to continue beyond the period of 1 month, CJCJ may automatically terminate its contractual commitments, without the Purchaser being able to claim damages.

### **Allocation of jurisdiction**

Any dispute relating to the interpretation and performance of these general terms and conditions of sale shall be subject to French law.

Upon failure to reach an amicable solution, the dispute shall be referred before the Tours Commercial Court.