

# GENERAL TERMS OF SALE

## 1st Item — Application of the general sales conditions

Accordingly, unless there is a specific written agreement, the act of ordering, implies full acceptance of the general terms of sale. These are applied to all sales products and services of our society except for some prior and specific agreements writhingly approved between the two contractors. Any contrary condition opposed by the buyer will be, in the absence of written acceptance, incontestable to the salesman, whatever the moment he is informed. The benefit of the command is personal to the purchaser and cannot be transferred without the agreement of the salesman.

## 2nd Item — Orders

The taken quotations on which are based and realized the ordered pieces are under the responsibility of the buyer. If quotations are realized by LA COMPAGNIE DES ARTS (ancillary benefit), they are transmitted for verification and validation to the buyer that must verify them and validate them. In the absence of rectification request in the next forty-eight hours, the dimensions are supposed to be accepted and validated by the customer. LA COMPAGNIE DES ARTS engages his responsibility in case there is an error made one the dimensions taken by her and if the quotations validated by the customer are different . If needed, the products are exchange. The estimate is established on the basis of quotations take by the buyer or by LA COMPAGNIE DES ARTS. The order is taken seriously when the estimate is returned within a period of one month. It must be accepted by the customer, dated and signed and accompanied of a payment of fifty percent (50%) of the total amount of the order TTC. In case of cancellation of an order by the buyer before the product manufacture, LA COMPAGNIE DES ARTS preserves the 50% of the total amount as compensation of withdraws. In case there is cancellation of an order by the buyer after the object has been manufactured, the Total Amount of the suited order must be paid.

## Item 3 — Guarantee

### 3.1 — Legal guarantee

The legal guarantee is applied, particularly the defects witch do not correspond to the agreement and foreseen by the item L.211-1 and following items of the French code and by the items 1641 of the Civil Code. The guarantee for defect is only worth if the buyer specified a special characteristic in the order.

### 3.2 — Apparent abnormality

We exclude all relevant guarantees on the exterior aspect of the product (white brands, intensity and colour uniformity, undefined marks...), who varies of one product to the other and that confers the character and the originality of the piece. Knowing of the existence of these characteristics is the condition without which the order would not have been taken. The presence of extra pieces or of lacking pieces on the delivered product must immediately be mentioned by the buyer (cf item 4 - Delivery). For the colored pieces, LA COMPAGNIE DES ARTS only guarantees the final colour of the product when the buyer accepted the sample with the required colour. In the cases the guarantee is activated, LA COMPAGNIE DES ARTS the replaces the product as soon as possible and the buyer cannot claim to any compensation or indemnity or even put an end to the order.

## Item 4 — Delivery

### 4.1 — Delivery Conditions

The previewed date for delivery may be delayed if the piece needs more time than estimated for drying. In this case, the buyer can not ask for compensation and has no possibility to resolve the sale. The product will only be delivered to the buyer when the drying delay is passed and if the company is liberated of all its obligations and if the work is completely paid. If the buyer asks for a delivery time that does not take care of the necessary drying time, no guarantee can be given, even if there was a sample. The delivery takes place in the salesman local or it is delivered by a sender or a carrier authorized by the buyer.

In these cases, the buyer or his representative has a month to take the finished product. If this delay expires, he must pay the storage based on a local warehouse storage price.

## 4.2 — Risk

The risks transfer takes place as soon as the product is delivered to the buyer. The products will in any case travel to the risks and perils of the buyer, even in case of French sale of harbour. The buyer has the responsibility of entering in contact with the carrier in case there are damages or lacks on the delivered merchandise.

## 4.3 — Reception

Complaints that exist after the product is deliver must be formulated by recommended letter with reception accuse in the next forty-eight (48) hours. The buyer has to provide justifications for the cause, the imperfection or the abnormality noticed. The salesman must be authorized to proceed to all the necessary checks to find some remedy to the problem. The buyer is also asked to abstain from all intervention and he will have to preserve the product so that it is not impaired. No merchandise return can be done without the previous and written agreement of LA COMPAGNIE DES ARTS. The return expenses are in charge of LA COMPAGNIE DES ARTS in cases there is some apparent defect and if she is responsible and if she recognized it. After the checking an apparent deficiency is effectively recognized by LA COMPAGNIE DES ARTS, the none conforming items are replaced free of charge. In this case the buyer cannot claim to any compensation or order of resolution.

## Item 5 — Price

The product prices are those figuring in the estimate TTC, expressed in Euros. Delivery, mounting, implement or assistance, are not includes in the estimate.

## Item 6 – Payment Conditions

### 6.1 — Regulation

Excluding special agreements, the order is made in the following conditions:  
— A down payment of fifty (50) % is paid at the moment of the order and at the moment where the estimate is accepted.  
— The rest of the fifty (50) % is paid before the product is delivered and after it is ready for transport. If there is a special consideration, the product can be given away before complete payment but the transfer of property of our products is suspended until the product is completely paid. The merchandise remains the property of the salesman until it is completely paid, but as soon as the material is in the buyer's possession he becomes all accountability. In this item a payment means the collect of the total cash without prejudice.

### 6.2 — Delay or payment deficiency

In case there is a payment delay, the salesman can suspend all the orders, without harm of all other way of action. All non paid sums figuring on the bill induces penalties of an amount of one and half of the legal interest rate. As title of penal clause a sum of thirty (30) % of the price TTC will be demand, without harming the other honoraria. These penalties are payable on simple request of the salesman.

## Item 7 — The law and competence granting

This selling is subjected to the French law. In case of litigation an exclusive competence is attributed to the Court of Commerce of Angers. Notwithstanding plurality of the defendants and other court procedures are guaranteed.

**Important:** This document is a translation made for your convenience. For any legal action, it's the FRENCH General Terms of Sale called "CGV" that apply. You should read it and download a copy from our website: <http://www.beton-lcda.com/cgv/>