

**Article 1 - Purpose and scope of application**

In accordance with Article L. 441-6 of the Commercial Code, these general conditions constitute the sole basis of the commercial relationship between the parties. Their purpose is to define the conditions under which SOLOSAR supplies its products to professional customers who request them, by direct contact or via a paper medium. They apply without restriction or reservation to all sales made by SOLOSAR to customers in the same category, regardless of the clauses that may appear in the customer's documents, including its general conditions of purchase.

In accordance with the regulations in force, these General Terms and Conditions of Sale are systematically communicated to any customer who requests them, to enable them to place an order with the Supplier.

They are also communicated to any distributor (except wholesalers) prior to the conclusion of a single agreement as referred to in Article L. 441-7 of the French Commercial Code, within the legal deadlines.

Any order of Products implies, on the part of the customer, the acceptance of the present General Sales Conditions.

The information contained in SOLOSAR's catalogues, prospectuses and price lists are given for information only and may be revised at any time. SOLOSAR is entitled to make any changes it deems necessary.

In accordance with the regulations in force, SOLOSAR reserves the right to depart from certain clauses of these General Terms and Conditions of Sale, depending on the negotiations conducted with the customer, by establishing Special Terms and Conditions of Sale.

**Article 2 - Intellectual property**

All technical documents and photos provided to our customers remain the exclusive property of SOLOSAR, the sole owner of intellectual property rights on these documents and photos or the use of such rights, and must be returned at its request. Our customers agree not to make any use of these documents or photos, likely to infringe the industrial or intellectual property rights or rights of use of the company SOLOSAR, and undertake not to disclose them to any third party, unless prior written permission of the company SOLOSAR.

**Article 3 - Orders****3.1 Definition**

By order, it means any order for our products as shown in a quote issued by the Company SOLOSAR, and accepted by it, accompanied by the payment of the deposit possibly provided for in the quote.

**3.2 Modification**

**3.2.1** Orders sent to the company SOLOSAR are irrevocable for the customer, unless accepted in writing by us.

**3.2.2** Any request to change the composition or volume of an order placed by a customer will be taken into account by the company SOLOSAR, if the request is made in writing including fax or email, and is received by the company SOLOSAR, no later than 24 (twenty-four) hours of receipt by the company SOLOSAR of the initial order. In case of modification of the order by the customer, the company SOLOSAR will be released from any deadlines agreed for its execution.

**Article 4 - Deliveries****4.1 Delivery times**

**4.1.1** Delivery times are given for information purposes only and indicative, they depend on the availability of carriers and the order of arrival of orders.

The company SOLOSAR strives to meet the delivery times it indicates at the time of acceptance of the order, according to the logistical time reference in the profession, and to execute orders, except in cases of force majeure or circumstances beyond its control, such as strikes, frost, fire, storm, flood, epidemic, supply difficulties, breakdowns of heavy trucks, without this list being exhaustive.

Delays in delivery shall not give rise to any penalty or compensation, nor shall they be grounds for cancellation of the order.

**4.1.2** Any delay in relation to the indicative delivery times initially provided, does not justify a cancellation of the order placed by the customer and registered by the company SOLOSAR, except in case of delay exceeding thirty days.

**4.2 Risks**

Deliveries are made, depending on the case, carriage paid or ex works, the terms being specified in the quote.

The transfer of risk on products sold by the company SOLOSAR is made at the handover of products to the carrier appointed or not by the company SOLOSAR or to the customer, when the latter takes direct delivery of the goods, and at the most when the goods are stowed by the carrier or the customer.

**4.3 Transport**

In case of damage to the delivered goods, including white rust, powder coating defects, twisting, or missing parts, the customer is responsible for making all necessary reservations with the carrier.

Any product that has not been the subject of reservations by registered letter with acknowledgement of receipt within 3 days of receipt from the carrier, in accordance with Article L. 133-3 of the Commercial Code, and a copy of which will be sent simultaneously to the company SOLOSAR, will be considered accepted by the customer.

**4.4 Receipt**

**4.4.1** The unloading of goods is carried out by the customer at his own risk and at his own expense.

**4.4.2** Without prejudice to the measures to be taken by the customer vis-à-vis the carrier as described in Article 4.3, in the event of apparent defects or shortages, any claim, whatever its nature, relating to the products delivered, will be accepted by the SOLOSAR company only if it is made in writing, by registered letter with acknowledgement of receipt, within the period of 3 days provided for in Article 4.3.

**4.4.3** It is the customer's responsibility to provide all evidence of the reality of the defects or shortages found.

**4.4.4** No goods may be returned by the customer without the express prior written consent of the SOLOSAR company, obtained in particular by fax or e-mail.

The cost of return will be borne by the company SOLOSAR only if an apparent defect, or missing, are actually found by the latter or its representative.

Only the carrier chosen by the company SOLOSAR is authorized to make the return of products concerned.

**4.4.5** When after control, an apparent defect or shortage is actually found by the company SOLOSAR or its agent, the customer may only ask the company SOLOSAR replacement of non-conforming goods and / or additional to fill the gaps at the expense of the latter, without the latter can claim any compensation or the resolution of the order.

Non-conforming goods must be left at the disposal of the company SOLOSAR for a period of 180 (one hundred and eighty) days. After this period, the customer may dispose of the goods not taken back by the company SOLOSAR.

**4.4.6** The unconditional acceptance of products ordered by the customer covers any apparent defect and / or missing.

Any reservation must be confirmed under the conditions provided in Article 4.4.2.

**4.4.7** The complaint made by the customer under the conditions and according to the procedures described in this article does not suspend the payment by the customer of the goods concerned.

**4.4.8** The responsibility of the SOLOSAR company can in no case be called into question for destruction, damage, loss or theft during transport, even if it has chosen the carrier.

**4.5 Suspension of deliveries**

In case of non-payment of an invoice due, after formal notice remained without effect within 48 hours, the company SOLOSAR reserves the right to suspend any current and / or future delivery.

**4.6 Cash payment**

All orders that we agree to execute are, taking into account the fact that the customer has sufficient financial guarantees, and that it will effectively pay the sums due on their due date, in accordance with the law. Also, if the company SOLOSAR has serious or specific reasons to fear payment difficulties on the part of the customer at the date of the order, or after it, or if the customer does not provide the same guarantees as at the date of acceptance of the order, the company SOLOSAR may condition the acceptances of the order or its continued execution to a cash payment or the provision by the customer of guarantees to the benefit of the company SOLOSAR.

The company SOLOSAR will also have the right, before the acceptance of any order, as during execution, to require the customer to communicate its accounting documents, including income statements, even provisional, allowing it to assess its solvency. If the customer refuses to pay in cash, without any sufficient guarantee being offered by the latter, the company SOLOSAR may refuse to honor the order(s) placed and to deliver the goods concerned, without the customer being able to claim an unjustified refusal to sell, or claim any compensation.

**4.7 Refusal of an order**

If a customer places an order to the company SOLOSAR, without having paid the previous order(s), the company SOLOSAR may refuse to honor the order and deliver the goods concerned, without the customer being able to claim any compensation for any reason whatsoever.

**Article 5 - Prices****5.1 Prices**

**5.1.1** Our prices are based on our quotations. They are always exclusive of tax, depending on the case, carriage paid or ex works.

Due to variations in the economic components of our goods, in particular the price of raw materials, the prices may be subject to adjustment.

The price shall be payable by cheque, promissory note, accepted draft or bank transfer.

**5.1.2** Our prices are quoted free of charge or ex works, as the case may be.

The fact that the shipment is made "free of charge" or that we have taken charge, on behalf of the customer, of the shipment of the order and that, in this respect, we have chosen the carrier, does not modify in any way the above rules and the effects attached to the date of the availability of the goods in our factories.

**5.1.3** For prices specified by quantity, any order for a smaller quantity shall result in a change in the price indicated.

**5.1.4** Unless otherwise agreed, delays in delivery do not entail cancellation or modification of the contract. They shall not give rise to damages. Penalty clauses on our customers' commercial papers are not binding on us.

**5.1.5** The execution deadlines included in an order are only accepted by SOLOSAR and are only binding under the following conditions: compliance by the customer with the terms of payment and payment of any deposits, timely provision of technical specifications, no delay in the studies or preparatory work, no case of force majeure, no social, political, economic or technical events hindering the operation of our factories or their supplies of components, energy or raw materials.

**5.1.6** Unless otherwise agreed, special packaging requested by the customer is prepared by SOLOSAR. They are charged in addition to the prices indicated and are not returnable.

**Article 6 - Terms of payment****6.1 Payment**

Only the effective cashing of cheques, promissory notes, bills of exchange or LCR will be considered as full payment within the meaning of these general conditions of sale.

**6.2 Payment terms**

Invoices are payable within 30 days of the invoice date. No discount will be applied by SOLOSAR for payment before the date shown on the invoice or within a period shorter than that mentioned in these General Terms of Sale.

**6.3 Compensation**

In accordance with the provisions of Article L. 442-6, I-8° of the Commercial Code, unless expressly agreed in advance and in writing by the company SOLOSAR, and provided that mutual claims and debts are certain, liquid and payable, no compensation can be validly made between any penalties for late delivery or non-compliance of products ordered by the customer on the one hand, and the sums owed by the latter to SOLOSAR for the purchase of such products, on the other hand.

**6.4 Default of payment**

**6.4.1** Any sum not paid on the due date will give rise to the payment by the customer of penalties. The rate of these penalties is set at the semi-annual key rate (refinancing rate or Refi) of the European Central Bank (ECB), in force on 1 January or 1 July, plus 20 points. Pursuant to Article L. 441-6 of the French Commercial Code, these penalties shall be payable by operation of law, upon receipt of the notice informing the customer that we have debited them.

**6.4.2** In addition, the SOLOSAR company reserves the right to bring an action before the competent court to stop this non-performance, under daily penalty for each day of delay.

**6.4.3** Finally, a flat fee for collection costs, amounting to 40 euros will be due, automatically and without prior notice by the customer in case of late payment. SOLOSAR reserves the right to request additional compensation from the customer if the collection costs actually incurred exceed this amount, upon presentation of supporting documents.

**Article 7 - Reservation of ownership**

**7.1** The transfer of ownership of our products is suspended until full payment of the price of these by the customer, in principal and accessories, even in the event of granting of payment deadlines. Any clause to the contrary, in particular inserted in the general conditions of purchase, shall be deemed unwritten.

**7.2** By express agreement, SOLOSAR may exercise its rights under this retention of title clause, for any of its claims, on all its products in the customer's possession, the latter being conventionally presumed to be those unpaid, and SOLOSAR may take them back or claim them as compensation for all its unpaid invoices, without prejudice to its right to terminate sales in progress.

**7.3** The customer is authorized, within the framework of the normal operation of its establishment, to resell the goods delivered. However, he may not pledge them or transfer ownership of them as security.

In the event of resale, the customer undertakes to immediately pay SOLOSAR the part of the price still due.

The resale authorization is automatically withdrawn in the event of receivership or liquidation.

The customer is authorized to use the delivered goods in the normal course of business. The customer hereby assigns ownership of the object resulting from the processing in order to secure SOLOSAR's rights under paragraph 1.

In the event of seizure or other intervention by a third party, the customer must notify SOLOSAR immediately.

The authorization to use the goods is automatically withdrawn in case of bankruptcy or liquidation.

**7.4** The company SOLOSAR may also require, in case of non-payment of an invoice when due, the termination of the sale after sending a simple formal notice. Similarly, the company SOLOSAR may unilaterally, after sending a formal notice, draw up or have drawn up an inventory of its products in the possession of the customer, who undertakes, from now on, to allow free access to its warehouses, shops or other for this purpose, ensuring that the identification of the company's products is always possible.

**7.5** In the event of the opening of a safeguard procedure, receivership or liquidation of assets, outstanding orders will be automatically cancelled, and the company SOLOSAR reserves the right to reclaim the goods in stock.

**7.6** This clause does not prevent the risk of loss and deterioration from being transferred to the customer upon delivery of the ordered products.

The customer therefore undertakes to insure, at its expense, the products ordered, in

favor of the company SOLOSAR, by an ad hoc insurance, until full transfer of ownership and to justify it to the latter upon delivery. Otherwise, the company SOLOSAR would be entitled to delay delivery until the presentation of this evidence.

**7.7** From the time of delivery, the customer is the custodian and guardian of the said goods.

In the event of non-payment and unless we prefer to request full performance of the sale, we reserve the right to terminate the sale after formal notice and to reclaim the goods delivered, the return costs being borne by the customer and the payments made being retained by us as a penalty clause.

**Article 8 - Warranty for apparent and hidden defects**

**8.1** The products must be checked by the customer upon delivery, and any claim, reservation or dispute relating to shortages and apparent defects must be made under the conditions set out in Article 4.

In case of apparent defects, the defective parts are replaced by us, subject to verification of the alleged defects. The SOLOSAR company will only be required to replace defective goods at no cost, without the customer being able to claim damages, for any reason whatsoever, including the costs of installation and removal, marking, rental of equipment, costs of waiting for installation teams, costs resulting from the closure or impossibility of using a track, etc.

The customer must provide full justification for the reality of the defects found, and SOLOSAR reserves the right to carry out, directly or indirectly, any on-site observation and verification.

**8.2** The customer must report defects existing at the time of delivery and revealed after receipt of the products in writing within 3 days of the date on which he/she discovered the lack of conformity. No complaint will be taken into account if it is made more than 3 clear days after delivery of the products.

**8.3** No action for non-conformity may be brought by the customer more than 8 days after delivery of the products.

It is expressly agreed by the customer's acceptance of these terms and conditions that after the expiry of this period, the customer may not invoke the non-conformity of the products, nor raise it as a counterclaim to defend itself in an action for recovery of debts initiated by the company SOLOSAR.

If these conditions are not met, the responsibility of SOLOSAR vis-à-vis the customer, due to a hidden defect, can not be called into question.

**8.4** Defects and deterioration of products delivered due to abnormal conditions of storage and / or conservation at the customer, including in the case of an accident of any kind whatsoever, may not give right to the warranty due by the company SOLOSAR.

**8.5** Under the warranty for hidden defects, the SOLOSAR company will only be required to replace defective goods at no cost, without the customer being able to claim damages, for any reason whatsoever.

**8.6** The SOLOSAR company guarantees its products against hidden defects under the following conditions:

Our warranty applies only to products that have become the property of the customer.

It applies only to products manufactured entirely by the company SOLOSAR. It is excluded if our products have been used in conditions of use or performance not intended.

Our guarantee only covers hidden defects. As our customers are professionals, a latent defect is defined as a manufacturing defect in the product that renders it unfit for use and that could not have been detected by the customer prior to its use. A design defect is not a hidden defect and our customers are deemed to have received all technical information relating to our products.

We do not cover damage and wear resulting from special, abnormal or non-standard adaptation or assembly of our products unless this has been carried out under our supervision.

Our warranty is limited to the replacement or repair of defective parts.

Our warranty is limited to the first 12 (twelve) months of use. Our parts are deemed to have been used by our customers on the date of transfer of risk in accordance with Article 4.2 above. Our guarantee shall automatically cease at the end of this period. Our warranty shall automatically cease if our customer does not notify us of the alleged defect within twenty clear days of its discovery. It shall be incumbent on him to prove the date of discovery.

**Article 9 - Force majeure**

Are considered as force majeure or fortuitous events, events beyond the control of the parties, which they could not reasonably be expected to foresee, and they could not reasonably avoid or overcome, insofar as their occurrence makes it totally impossible to perform the obligations.

The following are considered as force majeure or fortuitous events that relieve SOLOSAR of its obligation to deliver within the time limits initially set: Strikes of all or part of the staff of SOLOSAR or its carriers or its usual suppliers, fire, flood, war, production stoppages due to unforeseen breakdowns, inability to be supplied with raw materials, epidemics, thaw barriers, roadblocks, strike or disruption of EDF-GDF supply, or disruption of supply for a reason not attributable to the company SOLOSAR, and any other cause of supply disruption attributable to our suppliers.

In such circumstances, the SOLOSAR company will notify the customer in writing, including by fax or email, within 72 (seventy-two) hours of the date of occurrence of the events, the contract between the SOLOSAR company and the customer is then suspended automatically without compensation, from the date of occurrence of the event. If the event lasts more than 30 (thirty) days from the date of occurrence, the sales contract between SOLOSAR and its customer may be terminated by the most diligent party, without either party being entitled to claim damages. This termination will take effect on the date of first presentation of the registered letter with acknowledgment of receipt denouncing the said sales contract.

**Article 10 - Jurisdiction**

**10.1** The election of domicile is made by the company SOLOSAR, at its headquarters.

**10.2** Any dispute concerning the application of these terms and conditions and their interpretation, their execution and contracts of sale or provision of services concluded by the company SOLOSAR, or payment of the price, will be brought before the Commercial Chamber of the Court of First Instance of Sarreguemines (57), regardless of the place of order, delivery, and payment and the method of payment, and even in case of appeal in warranty or multiple defendants.

Bills of exchange do not novate or derogate from this jurisdiction clause.

**10.3** The attribution of jurisdiction is general and applies whether it concerns a main claim, an incidental claim, an action on the merits or a summary procedure.

**10.4** In addition, in case of legal action or any other action for debt collection by the company SOLOSAR, the costs of summons, court, as well as lawyers and bailiffs fees, and all related costs will be borne by the customer at fault, as well as costs related to arising from the failure of the customer to comply with the terms of payment or delivery of the order.

**Article 11 - Waiver**

The fact that the company SOLOSAR does not avail itself at a given time of any of the clauses hereof, can not be considered as a waiver to avail itself later of these same clauses.

**Article 12 - Applicable law**

Any question relating to the present general terms and conditions as well as to the sales or services they govern, which would not be dealt with by the present contractual stipulations, will be governed by French law to the exclusion of any other law, and as a supplement, by the Vienna Convention on the international sale of goods.

**Article 13 - Acceptance by the Buyer**

The present general terms and conditions of sale as well as any tariffs and scales are expressly agreed and accepted by the customer, who declares and acknowledges having perfect knowledge of them, and thereby waives the right to rely on any contradictory document and, in particular, his own general terms and conditions of purchase.