

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

1. Completion of sale

Completion of sale occurs when the order received has been confirmed in writing by our services or when we respond to the sale by sending out the related goods and invoice.
2. Delivery times

The indicated delivery times are approximate and are not contractually binding unless expressly stated otherwise. The buyer cannot use any delays in delivery that may arise as grounds for cancelling the order and/or for claiming damages.
3. Acts of God/*Force Majeure*

In the event of an act of God or *force majeure* involving our company, our suppliers or our suppliers' subcontractors, we may have to completely or partially cancel any contract or order, or to suspend the execution thereof without notice or liability for damages.
If, in such a case of *force majeure*, we are forced to suspend the execution of the contract or order, and if within one month subsequent to giving notice thereof we cannot indicate a new delivery date to the buyer, the latter shall have the possibility to cancel the said contract or order, but only for the quantity of goods that could not be dispatched or delivered owing to that event of *force majeure*. The buyer shall not be entitled to claim compensation either by amicable or judicial means.
4. Dispatch of goods

Unless expressly stated otherwise, the goods are transported at the buyer's risk irrespective of the means of transport used and of its terms of price, or payable freight costs. The goods sold for export are transported at the buyer's risk unless other arrangements relating to the incoterms have been expressly agreed.
5. Price - Invoicing

Prices are quoted excl. VAT and are only final once we have accepted the order unconditionally. For goods sold by weight, the amount of the invoice is calculated based on the net weight of the goods at the time of leaving the factory, the border or the shipping depot + freight costs and VAT.
6. Complaints

Any dispute with regard to the quantities delivered is to be made in writing within 48 hours following receipt of the goods if the goods have been sold in FRANCE, or within no more than 15 days for goods sold for export. Any complaints with regard to the quality of our products are to be made in writing as soon as possible.
Under no circumstances will any disputes or complaints be considered after a product's normal shelf-life has expired. On receipt of a correctly made and justified complaint, we may choose either to exchange the goods in question or to refund the purchase price after recovery of the said goods. No other claims will be accepted, and no goods should be returned to us without our express agreement.
7. Payment

Unless otherwise specified, our invoices are payable on delivery in cash and in full, without any discount. Any payment periods stated on the invoice that may have been agreed upon start from the date the goods are dispatched. Payments are to be made in BOULOGNE-BILLANCOURT, at the head office of our company. The penalty for late payment will be equal to 1.5 times the annual rate of applicable legal interest. This penalty will be calculated based on the number of days transpired between the payment due date and the date the payment is effectively received by EFTEC. If the payment due date indicated on the invoice refers to a payment in cash on delivery, the penalty for late payment will be calculated starting 10 days from the date the goods were dispatched.
No compensation or right of retention will be accepted in the event of non-payment. Only credit notes issued by our Company can be used to partially or completely cancel an invoice.
8. Warranty-Liability

Unless otherwise stated, our products are sold without any additional guarantees other than the legal warranty provided by article 1641 of the French Civil Code. The buyer is expected to carry out any tests that he may deem necessary to allow him to make all the relevant decisions as to his own intended use for the goods and/or those of his customers. We recommend you contact us; however please note that the advice and information we provide is based on our own experience, and we can in no way be held responsible for any errors in the information provided.
On a more general level, our company will in no way be held responsible if any harm is caused to the buyer or to a third party as a result of using, handling, storing or transporting the purchased goods, be it accidents to people, damage to other goods outside of this contract, or financial losses.
9. Reservation of title

We shall reserve title on the goods delivered until full payment for the said goods and any ancillary payments has been received. However, the buyer is to bear any risks once delivery has been made as per the conditions stipulated in §4 above. The buyer will nevertheless be able to use the goods before full payment has been made, either for use as part of a production cycle, or for resale if the buyer is a distributor, except when the buyer is in receivership or facing compulsory liquidation.
Consequently, we reserve the right to reclaim any non-consumed or non-resold goods until we have received full payment. Any sum paid as a down payment will not be refunded and will be considered compensation.
The buyer undertakes to make all the necessary arrangements to ensure that the goods are individualized as property of EFTEC.
10. Exemptions

Any exemptions from these terms and conditions of sale, notably due to provisions in the buyer's general or specific terms and conditions can only be applied once we have given our agreement in writing.
11. Assignment of jurisdiction

All our sales are subject to French law. In the event of a dispute, we shall choose the competent court, either the court with jurisdiction where our head office is based or where the buyer is resident.