



GENERAL CONDITIONS OF SALE

A- GENERAL CONDITIONS

Our sales are subject to the present general conditions prevailing over all purchasing conditions, except if specifically and expressly accepted by ourselves. The present conditions are all compulsory and, if not expressly or tacitly accepted, our house shall not contract.

These fees cancel and replace the former ones.

B- COMMERCIAL CONDITIONS

- 1) Price : each sale shall be agreed at the price in force at the day of the order
- 2) Shipping : our goods, even sold Free of Port, are dispatched at the consignee's own risk. The customer shall ask the shipper to assess all possible damages or losses at delivery and shall notify the latter his reservations or claims in the legal forms and delays (in pursuance of article 105 of the Trade Code).
- 3) Delivery delays : the delivery delay shall only be given as an indication, since a delay in the delivery shall not justify the cancellation of an order, nor damages and interests ; the SARL FLOQUET DIFFUSION is free of its obligation to deliver in all fortuitous or absolute necessity cases such as : fire, partial or total strike.

C – PAYMENT

- 1) unless otherwise specified by the SARL FLOQUET DIFFUSION, our orders are payable at 30 days, by cheque or banker's draft.
- 2) any special agreement dealing with the conditions of payment shall be pursuant to the legislation in force at the time of the order.
- 3) except in case of a legal compensation, no reduction shall be allowed on the amount of invoices for whichever reason.
- 4) in the case of reservations expressed at delivery of the goods, and moreover in the case of breaking, the fraction of delivery received in good state and in accordance with the order shall be paid at the agreed price and according to the terms of payment agreed at the order.
- 5) the lack of payment on due time shall result in the immediate cancellation of any new delivery and shall render all sums still due immediately payable. Moreover, the customer shall be indebted to the SARL FLOQUET DIFFUSION, and without it being necessary for the latter to make formalities, for a penalty one and a half time as important as the legal interest in force at the day of the invoice expiry date, calculated on the amount of the unpaid invoice.
- 6) we accept payment of the sums due by cheque payable to our company, which belongs to a management center authorized by the Tax administration. Decree n° 79-638 of 27 July 1979.
- 7) all payments shall be made at the Crédit Agricole du Nord Est Bank of Reims.

SWIFT ADDRESS : AGRIFRPP802

Bank details : 10206 00001 62266978540 13

D- OWNERSHIP RESERVATION CLAUSE

- 1) The SARL FLOQUET DIFFUSION keeps ownership of the goods delivered to the customer until full payment of the invoice (law 80 335 of 12.05.80). Only the 'actual cashing' of a cheque, draft or other title bearing obligation to pay shall settle a payment in the meaning of the present contractual provision.
- 2) the customer shall support, from delivery of the goods, the risks in case of loss, theft or damage for whichever reason, and this, from delivery to full payment of the price of the goods sold without ownership reservation. In case of damage, payments coming from insurance companies shall be paid to our company up to the unpaid debt.

E – COMPETENCE ASSIGNMENT CLAUSE

Notwithstanding any agreement stipulating the contrary, all legal actions shall be taken before the seller's jurisdiction (Trade Court of Reims, France).

A decision given by default shall only be accepted and declared enforceable if the claimant proves that the writ instituting the action was legally notified to the failing party, in accordance with the law of the place where it was given. Both parties shall appoint the French legislation as the sole applicable law of the agreement and of all its provisions.

- CHAMPAGNE LOUIS DOUSSET

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