



A. General Provisions

I. CONCLUSION OF THE CONTRACT

1. Our sales are subject to the current general conditions which take precedence over all purchasing conditions except by express and formal dispensation on our part.
2. Only our written offers are considered valid and binding by our company within the limitation of their content. Any modification to the contents of an offer including any agreement amending an offer must be confirmed in writing to be considered by Protechnic.

II. GOODS CONSIGNED BY THIRD PARTIES

In cases of deterioration on our part of goods consigned by a third party, the reimbursed amount will not exceed the value of the replacement of the consigned goods.

III. PRICE/PAYMENT CONDITIONS

The payment conditions apply from the date of the invoice.
Protechnic reserves the right to make adjustments to the price or deliveries between the period from the conclusion of the contract and that of the delivery when this period is more than two months, in order to take into account the increase in price of the material and/or the increase in costs.

Customer who cancels all or parts of the order, which affects or postpones the delivery date without our responsibility must indemnify us for all expenses incurred to the date of receipt of customer cancelled or modified notice.

These events can lead to our request a renegotiation of the offer or a refusal of delivery.
Discount: a discount of 1.5 % is accepted in case of reception by Protechnic of the customer's payment 10 days after the date of invoice. In every case, the discount for payment advance is limited to 1.5 % of the amount VAT of the invoice.

No deductions apart from discount may be made by the client at the time of the payment of an invoice. In addition, under Article L 441-6 of the Commercial Code, for any delay in payment, the amount due will produce right default interest equal to three times legal interest rate. In addition, a lump sum compensation for recovery costs will be applied in an amount of 40 euros. The only amounts which may be deducted are those relating to debts that the purchaser holds over Protechnic in accordance with a written agreement from the latter or a court order having force of a final decision.

In default of payment of any of the amounts due, all other outstanding amounts will immediately become due for payment, even if they have led to bills.

All deterioration of the buyer's credit will justify demand of a guaranty or cash down or, before executing the order. It will be handled this way if a notification in the capacity of the debtor's ability, in his professional activity or in case of a transfer, a rent, a collateral development or the contribution of the goodwill, has an unfavorable effect on the buyer's credit.

Protechnic reserves the right to stop a delivery without advance notice if one or several payments with term was not collected. The customer cannot assert in this case any damage concerning him.

IV. INTER-GROUP CHARGING

Protechnic is entitled to offset all of the debts it holds against the purchaser for the sums it would be liable to, from companies belonging to the same group as the latter.

V. RESERVATION OF OWNERSHIP

Protechnic expressly reserves ownership of all goods for which payment has not been received at the time they were provided until payment has been received in full. However, the risks which arise following the departure from Protechnic are the responsibility of the purchaser.

The latter will nevertheless be able to dispose of the goods before full payment, either for their implementation into the production cycle, or their resale with the assignment of the receivables to our benefit subject to obtaining an agreement with our credit insurer. Each order which does not have such cover has to be paid in advance.

In cases where the reserved products are changed, combined and mixed with other goods by the purchaser, Protechnic becomes co-owner of the new item in the same proportion as the book value of the products of reserved ownership in relation to the book value of the other goods used. If the products subject to reservation are resold by the purchaser at the same time as other goods, the receivables arising from the resale are transferred to us, determined in proportion to the book value of the reserved goods in relation to the book value of the other products. In cases where goods in which we have a co-ownership share are resold, part of the receivables corresponding to the right of co-ownership determined pro rata is transferred to us.

If the reservation of ownership or transfer is ineffective according to the legislation in force in the area in which the goods are located, the guarantee which is equivalent to the reservation of property or to the transfer in this area is considered to be contractual. If the cooperation of the purchaser is required at this level, the necessary measures must be taken in the justification and maintenance of such rights.

B. Execution of Delivery

I. DELIVERY SCHEDULE / DELIVERY TERMS

The delivery schedule is indicative and starts from the date of our order confirmation when all of the order details have been clarified and arranged; these same conditions are applicable to the terms of delivery.

If the purchaser does not fulfil their contractual obligations in time, including their obligation to cooperate and their secondary obligations - such as opening a letter of credit, the payment of a deposit or similar obligations, Protechnic is entitled to change their delivery schedule and terms appropriately, without prejudice to their rights resulting from the purchaser's delay, according to the requirements relating to the production process.

Unless otherwise stated, it is assumed that the delivery will take place at our factory, with the date it leaves the factory being taken as proof that the time limits and delivery terms have been observed. If the dispatch of goods is delayed for a reason beyond our control, it will be presumed that the delivery was carried out on the agreed date.

Otherwise, in cases of force majeure arising in the course of the execution of the purchaser's order (an unforeseeable, irresistible, insurmountable event, which is not due to Protechnic or one of their subcontractors), the delivery schedule is extended from the period during which it was not possible to work, adding to the period a reasonable amount of time for restarting the process. If the case of force majeure continues for a period to be agreed between the purchaser and Protechnic, one party or the other is entitled to terminate the contract.

In cases where there is an unforeseeable or known delivery delay, Protechnic should inform the purchaser as soon as possible.

Delivery delays will be indicated as exactly as possible, but depend of the procurement in possibilities and transport of the seller.

Delays in delivery cannot give rise to damage claims, to restraints nor to cancellation of the orders on hand.

In case the buyer ask for keeping and stocking the material after a firm order, which has been confirmed, after a tree month period, the goods will be invoiced, to be paid down payment without any discount.

II. TRANSFER OF RISK - MODE OF TRANSPORT

According to the incoterm, the goods can travel at the risks and the dangers of the buyer. It is its' responsibility in this case to assure expenses and risks of the storing and the transport of the sold goods

In the absence of an explicit instruction from the orderer, Protechnic is entitled to determine the type of dispatch and mode of transport, as well as the forwarding agent or carrier.

If the loading or transport of the goods is delayed for a reason that is attributable to the purchaser, Protechnic is entitled to store the goods at the cost of the purchaser, at their own risk and peril, to take all measures to hold the goods and to invoice the goods as if delivered. The same applies if the products which are declared ready for dispatch are not removed within a period of four days.

In case of damage, loss or theft, the purchaser must immediately have a statement drawn up for their insurers, their carrier and Protechnic. If no reservation is made by the purchaser to the forwarder at receipt of goods, Protechnic denies responsibility linked to the Incoterm

III. QUALITY

Discrepancies in measurement, weight, quality, product, in the number of samples, in length, amongst other things are authorised in accordance with the specifications in our technical records or specifications defined between Protechnic and the buyer.

Discrepancies in the delivery relating to the quantity ordered (surplus or insufficient delivery of products) are acceptable up to 10 %. This discrepancy may rise to 25% in cases of volumes less than 5000 m² of product.

IV. WARRANTY

The reception of goods excludes any right of the purchaser to complain about the type or quality of the product unless reservations are expressed by letter or fax within fourteen days of the date of reception.

In case of justified complaint, Protechnic will proceed to credit note. Protechnic reserves the right to retouch the material when it is possible. The guarantee will be limited in every case to the goods sold by Protechnic. No coverage of costs other than the material can be accepted.

In each case, the purchaser should immediately notify Protechnic of any faults that have been observed and give them the opportunity to assess the fault whether this is by providing them with the goods at the centre of the complaint or sending them a sample of the defective product.

With regard to products sold as second-rate materials, the purchaser cannot assert any right of warranty relating to the defects shown and those they may normally expect. In no way the guarantee of Protechnic cannot exceed the characteristics mentioned in the technical data sheet of the product. Responsibility of lamination conditions and consequences are taken by the purchaser. Anyway the guarantee only covers the value of the product.

V. TECHNICAL APPLICATION ADVICE

In the absence of any express contrary provision, our technical application advice is not compulsory. It does not release the purchaser from their obligation to check the products delivered by ourselves as to their suitability, including in relation to the changes they intend to make to them and the proposed use.

C. General Limitation of Liability

In the absence of contrary regulations stipulated in these conditions, Protechnic is not liable for damages and interests due to the violation of contractual obligations or beyond the scope of the contract except in cases of specific intent or gross negligence of our legal representatives or senior employees, as well as in the event of the violation of general contract obligations with fault on their part. In the event of violation of the main contract obligations due to a fault, except in cases of specific intent or gross negligence of their legal representatives or senior employees, Protechnic will only be liable for losses which may have been expected or which are characteristic of the contract. The claims arising from physical injury or damages to objects for private usage are not included in these regulations in accordance with the law governing product liability.

Storage of the goods and return conditions

All products have to be stored in the original packing during the maximal time written on the specification sheet and under normal conditions regarding the temperature (inferior to 25°C and not near to a hot point) and humidity (inferior to 30% HR), in a dark place.

For goods to be returned, the case has to be previously approved by Protechnic. A special document will be sent by Protechnic, which has to be fixed on the goods by return. The goods will have to be returned in their original packing in order to keep perfectly the quality of the good. No responsibility of Protechnic can be accepted if these instructions are not fulfilled.

D. Commission Work

All of the provisions in the current delivery and payment conditions are directly applicable or are consequentially applicable for subcontracting orders. In the case of the latter, the following conditions are additionally valid:

The products required for subcontracting must be delivered free of charge by the orderer. The return of sub-contracted goods is not free of charge.

Protechnic is never obligated to check the goods which are sent to them with a view to being changed. They always have the right to assume that the quality of all delivered products corresponds to that of the sample or the products which were initially delivered.

Our liability is excluded for damages and losses due to the quality of the goods or the instructions of the orderer.

The orderer accepts liability for the risk of loss and deterioration of materials which are to be changed.

All goods are insured by Protechnic against fire throughout the duration of their stay at their factory. In case of fire, Protechnic cannot be held liable for a sum which is greater than that which the insurance companies are obligated to pay them according to the general conditions and the legal prescriptions.

E. Settlement of Disputes

PLACE OF JURISDICTION

Any dispute relating to the current sales conditions and to their application, even in cases of warranty remedy or multiple defendants, will in the absence of an amicable settlement depend on the exclusive competence of the Mulhouse Commercial Court under the jurisdiction of which our registered office falls. In any case, the French law will exclusively apply.

In case there is a French translation of the general sales conditions, only the French version will be accepted in front of the Court.

Protechnic, 41 Avenue Montaigne 68702 Cernay cedex France

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