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. Any other offers are considered cancelled and binding only 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 case of consignment 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 prices or deliveries between the period from the conclusion of the contract until 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 conditions and the risks considered to be contractual. If the cooperation 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.

IV. INTERGROUP CHARGING
Protechnic is entitled to offset 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 reservation of ownership is 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 or the products of reservation 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 or the products of reservation in relation to the book value of the other goods used.

VI. MODE OF TRANSPORT
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 relating to the goods at the centre of the complaint or sending them a sample of the defective product.

All goods are insured against all risks including those relating to the transport of goods and/or the selection of transport or the carrier. 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 it 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 assign 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 consequencies 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 non-binding. 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 in case 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 relating to the temperature (inferior to 25°C and not near to a hot point) and humidity (inferior to 30% HR), in a dry place.

For the complaint 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 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 consequently applicable for subcontracting orders. In the case of the latter, the following conditions are additionally valid:

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

2. Protechnic is never obligated to check the goods which are sent to them with a view to being received. However, 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. Protechnic can 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.

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 any modifications 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 it 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 assign 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 consequencies are taken by the purchaser. Anyway the guarantee only covers the value of the product.

Inco terms and conditions of L/C
In case of force majeure arising in the course of the execution of the purchaser’s order, Protechnic may need to modify the prices or delivery terms applicable for subcontracting orders. In the case of the latter, the following conditions are additionally valid:

D. Transfer of Risk - Mode of Transport

According to the incoterms, 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 goods are the transport of the goods is delayed for a reason 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, then their carrier and Protechnic. If no recoveries are obtained by the purchaser, the forwarder will be credited to Protechnic. Protechnic denies responsibility linked to the incoterm...