

General terms of saleDated October 1st 2013

Our sales are subject to the present 'General Terms of Sales' that are entirely part of our offers, and prevail over any purchasing condition, unless otherwise formal and explicit on our part.

The purchaser acknowledges having read and accepted these general sales terms and conditions when ordering.

1 - CONTRACT

All estimates established by Lethiguel constitute the special conditions modifying and/or completing the present General Terms of Sales. Any specific request from the buyer will only be considered as positively accepted when approved in writing by us.

Acceptance only understands specific conditions. Any telephone order must be confirmed to the Seller in writing within 48 hours.

2 - DELIVERY

Our goods are always transported at consignee's risk, even when prices are established 'free of charge'.

3 - PRICE, TERMS OF PAYMENT, PENALTIES

Payments are expected according to the information below :

First order

Written PO with IBAN to open a new client account. Delivery versus proforma 100% payment.

Prompt payment discount 2 % of total invoice amount Excl. VAT.

Following orders

Payment on 30 days net by bank transfer. The default of payment on its due date of a single invoice entitles the Seller to terminate forthwith all ongoing contracts and makes all other invoices immediately payable, irrespective of their due date.

In the latter case, all goods or services yet to be provided, including those relating to separate orders, will be delivered against instant cash payment or financial guarantee accepted by us.

Maturity payment date

If any of the payment deadlines is not respected all the delayed payment will become immediately due.

In addition, as a penalty and enforcement of the law; the Buyer will be legally liable for a penalty for late payment, calculated by applying the full amount due, in interest rate applied by the BCE increased by three times the legal interest rate. In all cases, the non-payment of any invoices to the deadline means a serious breach by the Buyer of its obligations. Lethiguel may immediately suspend any delivery and require, in case of recovery litigation, compensation for damages under the terms of Article 1152 of the Civil Code. These late penalties are due on the day following the settlement date on the invoice without the need of a reminder.

4 - RESERVATION OF TITLE CLAUSE

The Seller preserves the ownership of the goods until the company has received in cash or cleared funds the effective payment in full for all goods.

Default on payment of any financial commitment may lead to the claim on the goods. The buyer shall become responsible at the acceptance of merchandise; the transfer of possession also implies the transfer of loss risk and deterioration of the merchandise sold upon delivery.

Resale authorization

The Customer is authorized to resell the products delivered by Lethiguel only within the normal exploitation of its institution, but he may not pledge them or transfer the ownership as a guarantee. In the case of resale, the buyer undertakes to pay the seller the outstanding balance of the purchase price.

The authority to resell is automatically withdrawn in the event of receivership or bankruptcy.

Authorization to transform the goods

The buyer is authorized on the context of normal exploitation of his establishment to transform the delivered goods.

In case of processing, the purchaser undertakes to immediately pay the seller the outstanding balance of the purchase price.

In the event of seizure as well as confiscation or other orders by third parties he must notify the supplier of such without delay: the authorization of transformation will be terminated of right in the event of receivership or bankruptcy.

5 - WARRANTY

Conditions for application of conventional warranty

The goods sold are guaranteed against any operating flaw resulting from a defect in material, manufacture, or design under the conditions listed below. The defect shall be detected in a period of 12 month starting from delivery date (except in specific cases or other modalities defined in the price offer).

Warranty is excluded when:

- Material and/or conception originates from the purchaser*
- If the defect results from a modification done without Lethiguel's prior written permission*
- if the defect results from the fair wear and tear of the good, a negligence or a lack of maintenance from purchaser's side*
- if the defect results is due to force majeure.*

The warranty includes the replacement of faulty parts and the reparation in the seller's facility.

The replacement of the elements does not result in a prolongation of the above stated period. In addition, if the delivery of the good is delayed for a reason beyond the control of the seller, the starting date of the warranty won't be delayed.

Limitation of Liability of seller:

By express agreement between the parties, the seller's liability resulting from a defect is limited to the foregoing provisions, regarding immaterial damage in particular.

5 - CONFIDENTIALITY

The studies, plans, drawings, and documents delivered or sent by us remain our property; they may not be disclosed to any third party for any reason by the buyer nor may they be copied.

7 - CANCELLATION CLAUSE

In case of non-fulfillment of his obligations by a party, the present contract will be automatically terminated to the benefit of the other party notwithstanding damages that can be demanded to the failing party. The termination will be automatically enforced 8 days after a formal demand has been send and remains unresponded.

8 - SETTLEMENT OF DISPUTES

Any dispute regarding the sale, even if there are more than one defendant, will be, if a conciliatory agreement cannot be found, ruled exclusively by the commercial court under the jurisdiction of which the seller has his place of residence. The selling company elects domicile at its registered office. In case of contention regarding the price, the enforcement of the sale agreement or the interpretation or enforcement of the above listed clauses, the dispute will be ruled by the Commercial court of Villefranche-Tarare (Rhône-Alpes) irrespectively of the place of delivery, the method of payment and even if there are more than one defendant.