

GENERAL SALES CONDITIONS

1 – GENERAL CONDITIONS OF SALES

The making of an Order implies the implicit acceptance of our general conditions of sales, despite any contrary clause printed on the Purchase Order.

2 – ORDERS

An Order is considered accepted by our Company only after shipment of our written Acknowledgement of Receipt.

3 – ORDER CANCELLATION

In case an Order would need to be cancelled, the Customer is obliged to pay, not only the supplies already delivered or ready to be delivered, but also the expenses engaged on the parts in production, as well as the expenses on tools or studies carried out for the execution of the Order.

4 – STUDIES AND PROJECTS

All studies, documents and drawings of any kind provided by our Company are our whole property and must be restored to us on request.

5 – PRICES

Our prices are studied according to the exact requests of our Customers; they are calculated according to the economic conditions prevailing at the date of the quotation.

Consequently, they are likely to be re-examined according to the fluctuation of the official indices during the various phases of manufacturing.

Unless otherwise specified, the indicated prices are net, with no discount, for unpacked goods, sent ex Works LES MUREAUX.

6 – MAKE UP WORKS

In case we would accept to remit a price for a make up work, we reserve ourselves the possibility of modifying the price given if the provided parts do not correspond to the first description (additional machining work, improvements, errors of drawings, modification of specifications, raw material defects...).

7 - DELIVERY DATES

The delivery dates are given as an indication; TLC endeavours, in all the cases, to respect the date indicated for the delivery.

However, the cases of absolute necessity: war, strike, lockout, shortage of raw materials, lack of energy etc release TLC from any engagement, including clauses of late delivery penalty which could have been accepted formally and explicitly by our Company.

8 - PACKING AND SHIPMENTS

Our packing boxes are invoiced in addition; they are never taken back.

Our goods are dispatched without exception at our Customers' risk, whatever the chosen transportation means.

In case of lack of precise instructions from the Customer, TLC chooses the means of transportation which appears to him adapted best.

All the operations of transportation, customs, handling, storing, are the responsibility of the Customer, who is to check the goods on arrival and to exert, if necessary, a recourse against the forwarders, even if transportation was at TLC's charge.

9 – INSURANCE

TLC does not take out any insurance contract (accident, theft, damage) on good transportation to its Customers, except in case of written request from the Customer.

10 – PAYMENTS

Our goods are payable at LES MUREAUX. All the supplies are payable at the latest 30 days after invoicing date by swift transfer.

** According to Article 3-1 of the Law dated 31.12.92, n°92-1442 "any delay of payment will lead to the application of penalties at a rate of twice the legal rate of interest". In the event of prepayment,

it will be allowed a discount calculated per complete month of advance of payment, at the legal rate of interest. **

For any account opening, TLC will need to be provided all necessary information.

11- WARRANTY

As manufacturers working according to Customers' drawings and specifications, our warranty is strictly limited to the product manufactured in accordance to and compliant with the instructions received from the Customer. No claim linked with conception problems will be held admissible.

We always take the greatest care to execute the orders which are entrusted to us and we use only first quality raw materials: consequently, the warranty is strictly limited to the free replacement, in our factory of LES MUREAUX, of the supplies found defective after contradictory examination in our workshops. This replacement, if it is recognized justified, will be carried out as soon as possible according to the type of manufacture concerned.

The warranty ceases in the following cases:

- negligence of maintenance and/or defect of monitoring,
- abnormal and/or improper use,
- erroneous assembly,
- modified characteristics,
- in any case six months after the date of shipment.

TLC declines any claim for compensation and/or damages, for any cause; our responsibility remains in all the cases limited to the replacement mentioned here above.

In the case of make up works, our Customers keep the whole responsibility on the parts provided by themselves and TLC declines any responsibility in the event of rejection due to part defect noticed during or after execution; in this case, the value of the carried out works remains completely due.

12 - RETURNS OF GOODS

No return will be accepted by TLC before prior agreement. The parts which would be returned for a possible examination will have to be sent free of charge to our factory in LES MUREAUX.

13 - DISPUTES

In the event of any dispute related to a supply or its payment, whatever the conditions of payment, of sales, of transport agreed upon, even in the event of call in warranty or of plurality of defendants, it is made attribution of sole competence to the Commercial Court of VERSAILLES (78).

14 – EXPORTS SALES

All litigations rising from Exports sales contracts will be examined and settled according to the conciliation and arbitration regulations of the International Chamber of Commerce, whose seat is in Paris, 38 Cours Albert 1er, by one or more arbitrator(s) appointed in accordance with these regulations.

15 - RESERVE OF PROPERTY

TLC expressly reserves the property of the goods delivered until their full payment. In the lack of payment of any fraction of the price at the conditions agreed upon, and fifteen days after an unsuccessful formal demand, the present sale will be terminated automatically if TLC decides so.

The goods will remain the property of TLC until integral payment of their price, however the purchaser will become responsible of them as of their material handing-over, as the transfer of possession involves that of the risks. The purchaser commits himself as of now to take out near the Company of his choice a contract of insurance guaranteeing the risks of loss, theft or destruction of the goods mentioned in this sales contract.

The purchaser is authorized, within the framework of the normal exploitation of his Company, to transfer the delivered goods. But he can neither mortgage them, nor transfer their property as a guarantee.

The authorization of transformation ceases automatically in the event of suspension of payment and/or liquidation.