

GENERAL SALES CONDITIONS FRANCE

Article 1 : GENERAL CLAUSE

1-1. Our sales and services for the supply of elastomer parts are subject to these general sales conditions which supersede any other terms or conditions that could be included in the terms of purchase, purchase orders, letters or other documents from the buyer or customer (hereinafter referred to as "Buyer").

1-2. The Purchaser, by the simple fact of placing an order, is deemed to know and accept our general sales conditions which supersede any purchase conditions, unless a formally expressed and written waiver from our part is given.

Article 2 : ORDER AND QUOTATION

Unless otherwise stipulated, our quotations are entirely without obligation. We only accept written orders. Verbal decisions are not binding.

The order will only be final after our written acceptance of the order, materialized by an acknowledgment of receipt of order.

The present and our written order confirmation are prima facie to the content of the contract and the scope of the agreed service. Any other agreement or commitment requires our written confirmation.

Article 3 : PRIVACY

Studies, plans, drawings and documents delivered or sent by us remain our property and may not be disclosed to third parties for any reason whatsoever by the Buyer.

Article 4 : RECEPTION AND CARRIAGE OF GOODS

The receipt and acceptance of the goods by the Buyer shall be regarded as being complete in our factories or shops. If the delivery is late for a reason beyond our control, it shall be deemed to have taken place on the agreed date. The receipt covers the conformity of the goods or services, both in terms of the quality and quantity.

The Buyer is liable for risks even in the event of an agreed sale, from the moment of expedition from the seller's warehouses. As a result, the goods travel at the risk of the Buyer to which they belong in the event of damage, loss or missing goods, to make any reservations or to exercise any recourse with the responsible transporters.

Article 5 : INFORMATION AND CHOICE OF PRODUCTS

We shall provide the Buyer with the technical specifications of the proposed products upon simple request. It is the client's responsibility to verify the products before the order is made to make sure they fit their needs or specific applications. In no event shall the supplier be held liable if the Buyer orders a product which does not meet their specific needs.

In the event the Buyer does not specify the quality of the elastomers or materials, we shall use the qualities according to the specifications or information received from the Buyer, without any guarantee.

For dimensional and hardness tolerances, we shall apply - unless explicitly agreed with the client - ISO 3302-1 standard.

Article 6 : TOOLING

The tools required for manufacturing the parts for the Buyer are mainly developed and manufactured by Hannecard in order to adapt as closely as possible to our machinery. In this case, Hannecard shall only request participation from the Buyer. This participation to tools shall only represent a part of the costs for the manufacturing and does not include the expenses for research, development and the expertise of Hannecard. Consequently, Hannecard shall have the exclusive ownership of these tools.

The Buyer may obtain full ownership of the tools at a price fixed between the parties which shall be subject to a separate invoice.

In the event the tools are provided by the Buyer, the costs for any possible adaptation of these tools for the manufacturing of the parts shall be borne by the Buyer. The unit price of the parts shall not be definitive until after the tools are validated.

The Buyer which owns their tools must insure them against all risks of loss, theft or deterioration without possible claim against Hannecard.

Regardless of the ownership of the tools, Hannecard may invoice the Buyer for expenses for maintenance, adaptation and modification, replacement or restoration which they may deem necessary for the fabrication of the parts.

Article 7 : COMPLAINTS

7.1. Any other complaints must be communicated to us within 8 days by registered post to our registered office and supported by the necessary supporting documents : sample, delivery note, batch number and other markings on the packaging so that we can immediately carry out the necessary investigations.

7.2. In the event of a legitimate complaint, our intervention will be limited to replacing the deficient goods, without any right on the part of the customer to additional compensation. No complaint may be a reason for postponement or delay in the payment of our invoices.

Article 8 : PAYMENT

8-1. Unless otherwise agreed in writing, our invoices are payable at the invoicing location, either within 45 days end of month, net without discount, or cash 8 days -1%.

8-2. In the event of non payment in total or partially on the due date without any reasonable complaint and after serving notice upon the debtor : the bill will be automatically increased without notice, any discounts for cash payment and DELAY PENALTIES equal to 3 (three times) the legal interest rate on the outstanding balance. All other amounts owed by the same buyer, whether or not related to the same benefits or the same delivery, whether they have resulted in signing or issuing a bill, will become fully due whatever the initial due date, without specific prior notice.

8-3. We reserve the right, before or during the execution of the contract, to demand guarantees from the purchaser with respect to the payment of the purchase price and the execution of the contract. Should he refuse to provide such guarantees, the contract can be dissolved wholly or in part at the Purchaser's expense, at any time.

8-4. By express agreement and unless postponed in time and approved by us, failure to pay our supplies by the set deadline shall result in, as a penalty clause, an indemnity of 15% of the amount due - interests, legal interests and possible judicial fees.

8-5. It is also specified that any professional which is in default of payment shall automatically owe a fixed indemnity of 40€ for recovery fees to the creditor. In the event where the recovery fees may be more than this fixed amount, the extra amount shall be requested from the debtor.

Article 9 : CHANGES IN THE STATE OF THE BUYER

We reserve the right to dissolve the contract legally by sending a declaration of intent to do so by registered post, in case the financial state of the Buyer changes or if we fear that we may be in danger of losing our guaranties relating to the collection of the debt; advance payments possibly paid by the Buyer will be withheld until evaluation of damages and interest due.

Article 10 : GUARANTEE AND LIMITATION OF LIABILITY

Hannecard guarantees their products for 12 months following delivery or from being made available to the Buyer against any defect originating from a default in the material or manufacture.

The Buyer is responsible for providing any justification concerning any discovered defects and to assert their rights in informing Hannecard in writing within a maximum of five days of the defect detected. The guarantee shall not apply until the detection and acceptance of the defect by Hannecard.

The acceptance of the guarantee only covers the free replacement or repair of the product or element recognized as being defective by Hannecard with the exclusion of any other prejudice or compensation. The free supply of the replacement parts is ex works. The labor costs and costs for assembly and disassembly are not covered by the guarantee.

The replacement or repair of the product does not extend the guarantee.

The responsibility of Hannecard shall be limited to the amount of the supplies. In any event, Hannecard shall not be responsible for immaterial damage, consequential or not, such as operating loss, financial loss, etc.

The Buyer may not claim any compensation due to stoppage, slowdown or any inconvenience to the operation.

The Buyer shall not benefit from the guarantee in the event of normal wear and tear of the products, deterioration or accidents caused by an outside force, negligence, lack of maintenance or surveillance, lack of storage, abnormal or abusive use of the goods, attempts at repair by the Buyer or third parties, in the event of late or non-payment, full or partial, of the goods.

Article 11 : RETENTION OF TITLE

The goods delivered remain our property until receipt of full payment. Any issues regarding payment may result in claiming of the goods. This clause does not affect the transfer of risk of loss and damage to the purchaser upon delivery, as well as any damages which can occur.

Article 12 : DISPUTES

Any dispute related to the sale, even if the guarantee is invoked or several defendants involved, falls - in the absence of a mutual agreement - within the exclusive competence of the Commercial Court of Le Mans, France.