

General terms and conditions of sale for professionals

GENERAL PRINCIPLES :

All commercial operations carried out by SOLiSE, with the exception of sales made on the masolise.com internet site which are governed by specific general conditions of sale available on the site, are subject to these general conditions of sale. These general conditions are systematically issued on the back of all commercial documents issued by SOLiSE. Consequently, all orders placed with SOLiSE necessarily imply, as an essential and determining condition, unreserved acceptance by our Customer of the said conditions, notwithstanding any provision to the contrary which may appear on our Customer's documents.

These conditions take precedence over all other general or specific agreements not expressly approved by SOLiSE.

The fact that SOLiSE does not avail itself at a given time of any of these general conditions may not be interpreted as a waiver of our right to avail ourselves at a later date of any of the said conditions.

We reserve the right to modify these terms and conditions at any time. In this case, the applicable conditions will be those in force at the date of the order by the Customer.

PROPOSED PRODUCTS :

Our products are offered while stocks last.

These products are subject to technical and quality changes at any time, at the Company's sole discretion.

Catalogues and other commercial documents are for information purposes only and are not contractual documents in the relationship with the Customer.

DELIVERY :

Delivery times

Delivery times are indicated as accurately as possible, but are subject to the seller's supply and transport possibilities. Exceeding the delivery time may not give rise to withholding, compensation or cancellation of orders in progress. However, if the product has not been delivered within 2 months of the indicative delivery date, for any reason other than force majeure, the sale may be cancelled at the request of either party, by registered letter with acknowledgement of receipt. The Customer may obtain the return of his payment, to the exclusion of any other indemnity or damages. The following in particular are considered to be cases of force majeure releasing us from our obligation to deliver: war, riot, detention in customs for more than 7 days, fire, strikes, accidents and the impossibility of obtaining supplies. We will keep the Customer informed, in good time, of cases and events of force majeure.

Transfer of risk

Notwithstanding the application of Article 8 "Retention of title" and/or the terms and conditions of shipment of the products, the products travel at the Customer's risk, and the Customer shall bear all risks relating to the products from the time they leave our warehouses, and shall be responsible for their safekeeping and preservation.

In the event of damage during transport, the usual reservations must be made to the carrier by registered letter with acknowledgement of receipt within 48 hours of receipt of the products.

RECEPTION OF PRODUCTS :

Delivery is deemed to have taken place when the products are handed over to the Customer by the carrier. The delivery note given by the carrier, dated and signed by the Customer on receipt of the products, shall constitute proof of transport and delivery.

Before signing the delivery slip, it is the Customer's responsibility to check the content, condition and conformity of the product(s) delivered. In the event of anomalies, the

Customer must refuse delivery or express handwritten, precise and dated reservations (the words "subject to unpacking" and "subject to assembly" will not be accepted). Complaints about visible defects and the non-conformity of the product delivered with the product ordered must be made by registered letter with acknowledgement of receipt, within 48 hours of receipt of the products. In the absence of any reservations, the product shall be deemed to have been accepted by the Customer and may not be the subject of any dispute concerning its delivery.

It is the Customer's responsibility to provide any justification as to the reality of the defects or anomalies observed. The Customer must allow the Company every opportunity to ascertain these defects and to remedy them. The Customer shall refrain from intervening or having a third party intervene.

Product returns are subject to our prior written agreement. After agreement, we authorise returns within a maximum of 7 days from the date of delivery of the products. Transport costs will be borne by the purchaser. The product must be packaged as it was on delivery. Any product returned unpackaged or damaged will incur costs to be borne by the customer. Returns "carriage forward" are not accepted.

In the event of an apparent defect or non-conformity of the products delivered, duly noted by the Company under the conditions set out above, the Customer may obtain a free replacement of the products or a credit note for the return of the products, at the Company's discretion, to the exclusion of any compensation or damages.

GUARANTEE :

The customer benefits from a 1-year guarantee (from the date of delivery) on all products distributed by our company. This guarantee is valid for defects or hidden faults in the items sold, provided that they are reported to our company as soon as they appear. Under this warranty, the only obligation incumbent on the seller will be the free replacement or repair of the product or component recognised as defective by its services. All products covered by the guarantee must first be submitted to the seller's after-sales service, whose agreement is essential for any replacement.

Exclusion of guarantee: In all cases, the guarantee does not apply to apparent defects. Also excluded are defects and deterioration caused by natural wear and tear or by an external accident (in particular abnormal use, defective maintenance, etc.), or by any modification of the product not foreseen or specified by the Company.

RESPONSIBILITY :

Under no circumstances may SOLiSE be held liable for any indirect and/or immaterial damage, such as loss of earnings, loss of profit, loss of production, but also damage that the product may cause to an installation or system. In any event, SOLiSE's liability is strictly limited, whatever the causes, object or basis of the claim, to the amount of the order excluding VAT.

PRICE-INVOICING :

Prices are determined by SOLiSE and mentioned on the quotation or on the acknowledgement of receipt of the order form. Prices appearing in SOLiSE catalogues or price lists may vary, without notice, according to currency exchange rates. They are therefore indicative only.

The prices of goods sold are those in force on the day the order is taken. They are established ex works, denominated in euros and calculated exclusive of tax. Consequently, they will be increased by the VAT rate and transport costs, if applicable, on the day the order is placed. An invoice is drawn up for each delivery and issued at the time of delivery.

CONDITIONS OF PAYMENT :

Conventional sales with preparation of an order form

Unless expressly agreed otherwise, the Customer shall pay a deposit of 30% of the price when signing the order form. The remaining sums due are payable on delivery of the products.

If the Customer fails to fulfill its payment obligations or is late in making any payment, late payment penalties equal to 20% of the amount of the invoice, inclusive of VAT, shall be payable ipso jure and without notice of default, for each month of delay, starting on the day on which the products are invoiced. A fixed indemnity of €40 for collection costs will also be applied automatically. (Article L441-6).

RETENTION OF TITLE :

Notwithstanding any clause to the contrary, appearing in particular in the Client's commercial documents, ownership of the products ordered and/or delivered is transferred only after full payment of the invoice by the Client.

In this respect, if the customer is subject to receivership or compulsory liquidation, SOLiSE reserves the right to claim, as part of the collective proceedings, the goods sold and remaining unpaid.

From the time of delivery, the customer is constituted the depositary and guardian of the said goods.

DISPUTES :

The sale covered by these conditions and the order is governed by French law. Any dispute relating to any offer issued or any sale made by the Vendor, which cannot be settled amicably, will fall within the exclusive jurisdiction of the Bourg en Bresse Commercial Court, even in the event of an action for interim relief, a third party claim or multiple defendants.