



## Faber-General Terms and Conditions of Sale

### General remarks :

- 1 - All orders involve unreserved acceptance of these general terms and conditions of sale, which shall take precedence over all other terms and conditions, except for those expressly accepted by the seller.
- 2 - Waiving one of the rights set out in these general terms and conditions of sale, or not requiring the customer to strictly apply one of the said stipulations or obligations, does not constitute a waiver on our part of subsequently requiring the application of that stipulation or obligation.
- 3 - Except pursuant to express agreement, our company essentially delivers parts and does not carry out any implementation. The customer bears sole responsibility for incorporating parts.

### Price offers / Orders :

- 1 - Our offers are made without obligation and, in principle, free of charge.
- 2 - Our offers are valid for a maximum period of 2 months. For an order to be taken into consideration, it must be made in writing. Our liability is only engaged by written confirmation from us.
- 3 - Documents and samples provided for study or execution are only returned on express request from the customer. Moreover, if no further action is taken at the end of the offer validity period, documents and samples can be destroyed without the customer's prior agreement.
- 4 - The customer cannot cancel or change an order without our written agreement. Failing that, the entire price of goods or the implementation costs, plus the price of parts manufactured specifically for the said order, shall be invoiced to the customer and shall be immediately payable.

### Delivery :

- 1 - Our prices are given excluding V.A.T., for unpackaged goods ex-works.
- 2 - The customer is liable for checking goods on arrival.

#### In case of damage:

- at the time of delivery, make all reservations in writing, accurately, and with justifications;
  - then confirm damaged or missing items observed to the haulier in the form prescribed by the Commercial Code.
- 3 - For a claim to be taken into account, it must reach us within one month of the parts reaching the customer.
  - 4 - Any return for the purposes of exchange shall be subject to Faber's prior written acceptance, in addition to which the goods must reach us free of carriage and packaging, and include only goods in perfect condition.

### Timeline :

- 1 - The timeline begins on the date of confirmation of the order and of receipt of all items to be provided by the customer and enabling the order to be filled, as well as of payment of any advance.
- 2 - The timeline indicated for the delivery of the order is only indicative and without guarantee.
- 3 - Delivery on schedule can only take place if the customer is up to date with all its obligations to Faber.

### Guarantee : article 1641 of the Civil Code.

- 1 - The customer loses the benefit of the guarantee if it makes a claim under that guarantee more than 1 month after the originating event of the claim.
- 2 - Returning goods with the aim of possibly activating the guarantee can only be done with our prior written agreement, and shall not, under any circumstances, be considered acceptance of the said guarantee.
- 3 - Our liability is strictly limited to straightforward replacement in like number of defective parts. We are not liable for any other costs, whatever they may be, in particular relating to labour needed for the assembly, disassembly, and immobilisation of any device, prejudice caused to third parties, and any shortfall.
- 4 - We retain ownership of defective goods.
- 5 - This guarantee excludes all defects arising from storage, assembly, transformation, or other modification, or use by the customer under conditions that are abnormal or that do not comply with industry standards.

### Payment :

- 1 - Invoices are payable at our registered office.  
Minimum invoice value : € 100 excluding V.A.T.
- 2 - Payment before delivery is required for initial deliveries to new customers or customers considered uncreditworthy.
- 3 - In the event of delayed payment, we can suspend all current orders, without prejudice to any other course of action. Cheques shall only be considered payment with effect from their encashment, in particular for implementing retention of title. Latepayment penalty:  $3 \times$  the legal interest rate / the invoice amount including V.A.T., on claim by Faber.  
Pursuant to articles L.441-3 and L.441-6 of the Commercial Code and in the event of late payment, Faber shall be entitled to levy a recovery indemnity of € 40 on each invoice. That indemnity, which applies to relationships between professionals, is in addition to late-payment penalties. It is not subject to V.A.T.
- 4 - If the customer's creditworthiness is significantly altered by a payment incident that is prejudicial to us, or by a drop in ranking based on the criteria of the Banque de France or equivalent criteria, the timeline shall be maintained subject to payment of the amount that is the subject of the incident and to advance payment for the current order. Failing that, we can, without giving notice, suspend deliveries and consider the order cancelled.
- 5 - Failure to pay the price when due shall mean that we can automatically terminate the sale 8 days after notification has been made and remained without effect, without prejudice to any other damages that can be claimed.

### Retention of title :

- 1 - We retain ownership of goods that are delivered, including goods that are used, until full payment of the price. This clause is not modified in any way by the customer transferring goods to a third party.
- 2 - If the goods delivered have been incorporated into or added to other goods, this retention of title remains in place, and the goods can be claimed for as long as they remain identifiable.

### Disputes :

- 1 - Any clauses printed in the margins or bodies of letters, on the customer's purchase order, or in the customer's general terms and conditions of sale, and that are contrary to these general terms and conditions of sale, cannot be enforced against us unless they are covered by our prior written agreement.
- 2 - Only French law applies to all our contracts and to these general terms and conditions of sale.
- 3 - In the event of a dispute or of litigation, sole competence shall rest with Sedan Commercial Court.  
Any contrary clause is deemed unwritten and shall yield precedence to this attribution of competence, which shall apply to any dispute, regardless of the nature thereof, our customer's domicile, and our customer's own clause of attribution of competence.