

**GENERAL TERMS AND CONDITIONS OF SALE**

**PREAMBULE**

The customer acknowledges having read at the time of the order the general terms and conditions of sale of Protect-Ster sarl listed on the back of our order confirmations, delivery notes and invoices and expressly accept them without reservation. Our general terms and conditions of sale shall prevail over any other conditions contained in any other document unless prior express and written derogation.

**ARTICLE 1 – SCOPE OF AGREEMENT**

These present terms and conditions apply to all agreements between Protect-Ster Sarl and its customers or customer's agent provided that specific conditions or agreements are consistent with this order. Unless express and written acceptance from our part, they have precedence over the general terms and conditions of purchase of the client.

**ARTICLE 2 – LIABILITY**

Our intermediaries, agents, representatives and employees have no authority to engage in any manner whatsoever the company. Offers and orders must be confirmed in writing by a director of the company or a person authorized by Protect-Ster sarl.

**ARTICLE 3 - PRICES OFFERS**

Our offers are not binding without our written confirmation. In addition, they are valid for a maximum period of thirty days.

**ARTICLE 4 - ORDERS**

We accept orders by fax, mail and email.

Protect-Ster sarl reserves the right to cancel any order from a customer with whom there is a dispute over payment of a previous order.

**ARTICLE 5 - PRICE**

Our prices are in Euros, excluding taxes and participation in shipping costs except otherwise specified in our offers.

For orders to countries other than France, our customers are importers of the product concerned. For all products shipped outside the European Union and overseas territories, the price will be calculated taxes excluded automatically on the invoice. Customs duties or other local taxes or import duties or state taxes may be due. These rights and amounts are not the responsibility of Protect-Ster sarl. They will always be at the customer's expense and under its full responsibility, both in terms of returns and payment to the authorities and / or agencies of the country.

All orders whatever their origin are payable in Euros.

Protect-Ster sarl reserves the right to change prices at any time without notice.

**ARTICLE 6 - DELIVERY \***

Protect-Ster sarl cannot be held responsible for consequences due to delayed delivery. Deadlines are always reported based on supply possibilities at the time of the offer and are only given as an indication.

The products always travel at the recipient's risk.

**ARTICLE 7 - RECEPTION, CONTROL AND CLAIM**

Any claim relating to goods supplied must reach us by registered letter within five days of receipt with a reference allowing identification of the delivery.

Any complaint concerning our invoices must be made known to us by registered letter within eight days of receipt. They will otherwise be deemed accepted without reservation. A claim may in no case justify a suspension of payment.

**ARTICLE 8 - PAYMENT**

Sending invoices is considered as a formal notice in due form. All invoices are payable in cash or within thirty days of the issue date of the invoice unless specific provisions otherwise confirmed by Protect-Ster sarl. The payment must be made to one of our bank accounts mentioned on the invoice.

**ARTICLE 8A - LATE PAYMENT**

Will be considered subject to a late payment invoices that have not been paid in full:

- within eight days of the date of issue in case of a cash sale,
- on due date if conditions were granted.

**ARTICLE 9 – RESERVE OF PROPERTY**

Products sold remain the exclusive property of Protect-Ster sarl until full payment of invoices.

**ARTICLE 10 - DISPUTES**

Any dispute the order could give rise will be governed in substance by French law (for the rules of forms as well as the rules of substance) excluding the provisions of the Vienna Convention of April 11th 1980 on the International Sale of Goods.

All disputes relating to sales will be subject to the jurisdiction of Protect-Ster sarl head office.

**ARTICLE 11 - LANGUAGE**

The fact that the buyer did not receive our general terms and conditions of sale in their native language or did not receive it at all does not discharge its implementation.

\* Tolerances on deliveries for non-standard products:

Less than 1,000 units or meters: +/- 40%

Less than 2,500 units or meters: +/- 30%

Less than 5,000 units or meters: +/- 20%

Less than 10,000 units or meters: +/- 15%

Exceeding 10,000 units or meters: +/- 10%