



## GENERAL SALES CONDITIONS

### TECHNICAL CONDITIONS

ADLER S.A.S. reserves the products described in its catalogue to a clientele of professionals, who may be requested to prove their capacity by means of a certificate of registration at the Registry of Commerce or the Registry of Trades.

ADLER S.A.S. does not install equipment.

### DRAFTING OF ORDERS

Each article is designed by a code (5 figures and 1 letter) indicating :

- its nature
- its decor
- its packaging unit.

The quantity ordered is always expressed in packaging units as specified in the catalogue with each description and, in the price list, after each article code.

### DEADLINES

Orders concerning standard articles are prepared upon receipt of the order. Given this speed of handling, **THEY CANNOT USUALLY BE MODIFIED**. An exceptional delivery delay may nevertheless not be used to justify cancellation of an order or demands for compensation.

### PRICE-INVOICING

Prices shown are exclusive of V.A.T. "ex-Works". They are drawn up according to the economic conditions at the time and may be modified without prior notice.

### PAYMENT

Deliveries are payable :

- as per a proforma invoice.

### SPECIAL ITEMS

An estimate is always drawn up for orders concerning special production items. These orders are carried out after written approval has been received from the client, together with payment of the total estimate.

These goods cannot be returned.

Plans, drawing and descriptions supplied by ADLER S.A.S. remain its full property.

### DELIVERY

Goods are supplied "ex-Works". They are transported at the addressee's risk, even when carriage is free.

It is up to the addressee to make the necessary reservations with shipping agents before taking delivery of the package and to confirm these reservations in writing, by registered mail, not later than three days following receipt. Failing this, any action against the shipping agent is null and void, in accordance with article 105 of the French code of commerce.

ADLER S.A.S. reserves the right to choose the means of transport (normal delivery time within France : 8 days). A special means of transport is only used after the addressee agrees to take responsibility for such.

An insurance premium covering the total value of the goods is added to the cost of carriage.

### DISPUTES

The Catalogue descriptions and all other documentation are provided for information purposes only. ADLER S.A.S. 's responsibility only concerns the quality of goods. Due to technical constraints and failing any prior undertaking, certain characteristics of the articles may be modified without notice. The guarantee is restricted to replacement of the defective product.

Articles supplied in accordance with the order are never taken back. In the event of an exception being made concerning articles in perfect condition, these articles should be returned carriage paid, not later than one month following delivery. The corresponding credit will be reduced by 25% for costs.

### JURISDICTION

The present general conditions stipulate the framework for relations between ADLER S.A.S. and its clients. The latter recognize that they have read the said conditions and accept all of such.

In particular, these conditions take priority over any conditions which a client himself could submit against them.

For any disputes, the Tribunal of Commerce in Meaux (France) will have sole jurisdiction, even in the event of there being several respondents or guarantee calls.