

GENERAL TERMS AND CONDITIONS OF SALE - OURY GUYE et Fils S.A.

1 - GENERAL TERMS:

The offers and sales of the establishment OURY GUYES et Fils S.A. (OG) are governed by the general terms and conditions indicated below.

All orders, written or verbal, comprise the purchaser's full rights in agreement with the present general terms and conditions.

It is expressly stipulated that any provisions in contradiction with the company OG, without their express consent, cannot be opposed to them. They are considered as excluded and cancelled by the present general terms and conditions.

The fact that OG didn't invoke at any time one of the present general terms and conditions of sale cannot be interpreted as a renunciation to subsequently invoke any of the aforesaid conditions.

A - The offers submitted by OG are for information only and cannot bind the company unless it has accepted the order.

B - Any modifications requested by the purchaser must be confirmed in writing by OG.

2 - PRICE:

Products are supplied at the price in force at the time of ordering. All taxes, fees or other payable services under French regulations, or those of importing countries or countries of transit, are the responsibility of the purchaser.

3 - METHODS OF PAYMENT:

Prices quoted are for goods made in our workshops; delivery, engraving and packaging are not included. Expenses for the removal of identifying marks will be invoiced for any returned instrument engraved with the buyer's logo, initials or reference.

All orders of less than 50€ (excluding tax) can only be accepted if they are part of a consignment with an invoice value which exceeds this minimum.

Within the framework of delivery calendars, each consignment will be the subject of an invoice that must be paid before its deadline.

In the case of late payment OG reserves the right to suspend all orders and deliveries in progress without prejudice to any other course of action. On no account can payments be suspended, or be the subject of any compensation without previous written agreement. Similarly, the company OG reserves the right, in the case of deterioration of the solvency of the purchaser or delay of payments, to suspend the delivery of past orders until sufficient guarantees are agreed.

All sales shall be deemed concluded when paid in full without discount.

Special conditions of payment susceptible to be granted may be modified at any time without notice. Non-payment after the deadline, whatever the payment method, may result in interest charges at the legal rate of plus (5) points, but not less than three times the legal rate.

Legal assessment, litigation or judicial action will, in addition to the interest mentioned above, result in the application of a standard minimum indemnity of €40 according to Article L441-6 A12 and D.441-5 of the Code de Commerce (Trading Regulations), without prejudice to damages and interest that could be set by the courts

4 – RESERVATION OF OWNERSHIP :

By express agreement, the company O.G. retains ownership of the goods sold until the last day of full payment under the terms of Law No. 80.335 of 12th May 1980.

This provision does not prevent the transfer to the purchaser upon delivery, the risk of loss or damage to products sold and the damage they may cause. The purchaser should be insured against risks arising from the delivery of the goods.

The purchaser is obliged to individualize the goods delivered and not to mix them with other goods of the same kind from other suppliers until the invoice is paid in full. In case of garnishment, or any other third party intervention on the goods, the purchaser must immediately inform the company.

5 - GUARANTEE:

O.G. instruments are guaranteed for 5 years, subject to normal conditions of use (DOCTY 122)

Any complaints about defects or non-compliance of the product ordered or delivered must be made in writing within 15 days of the reception of the goods. It is up to the purchaser to provide us with any justification as to the reality of defects or anomalies.

Before any product can benefit from the guarantee it must first be submitted to our quality control department, whose express agreement is necessary for any replacement.

Under this guarantee, the sole obligation of the company OG is to supply a free replacement or to repair the defective product. Costs and risks of returning the goods are still the responsibility of the buyer.

The guarantee is excluded if: * the fault is the result of normal wear and tear, or * the result of negligence or lack of maintenance by the purchaser, or * the defect is the result of force majeure.

6 - DELIVERY: MODES AND DELAYS:

A - Our delivery times are specified for information only. Deliveries will be carried out according to availability and in the order of arrival of orders.

B – Delivery delays cannot, under any circumstances, give rise to damages, interest, penalties or cancellation of orders.

C-Products are sold ex-works Nogent and are delivered at the risk of the recipient, to whom they belong in case of damage or loss. The purchaser must seek recourse with the nominated transporter in case of delivery problems.

D-Situations considered as major force, freeing the company OG of its obligation to deliver including, but not limited to: war, riot, fire, strikes, and inability to obtain supplies, etc...

7 - DISPUTES:

In case of dispute, the dispute shall be settled by arbitration in accordance with the provisions of Book III of the Code of Civil Procedure.

Disputes that are not resolved by arbitration shall be brought before the Commercial Court of Chaumont, Haute-Marne (the Tribunal de Commerce de Chaumont, Haute-Marne) even if there are several defendants or if the use of the guarantee has been requested.

The terms and conditions of sale may be modified to comply with the applicable legislation.