

**GANTOIS INDUSTRIES** capital of € 4,000,000 whose registered office is located 25 rue des Frères Mougeotte 4, 88100 Saint-Die-des-Vosges, RCS Epinal No. 513 918 456.

**VAT number :** FR38 531 918 456

## **1) SCOPE**

These Conditions of Sale shall govern all contractual relations between GANTOIS INDUSTRIES (hereinafter «we») and its customers (hereinafter the «Client»).

All Clients ordering goods, agree to full and unconditional acceptance of these General Terms and Conditions, which prevail over any other specific condition of the Client, including its general conditions of purchase unless prior written exemption from GANTOIS INDUSTRIES has been given.

GANTOIS INDUSTRIES reserves the right to modify at any time these Terms of Sale. However the General Conditions of Sale applicable are those in effect at the date of placing the order. Also we invite the customer to carefully read these conditions with each new order. They are accessible at any time on the Website and prevail over any other version or any other contradictory document.

That GANTOIS INDUSTRIES does not prevail at a given moment of any provision of these Conditions of sales, can be interpreted as a waiver of the company GANTOIS INDUSTRIES to take advantage later of the said provision.

Similarly, if any of these provisions is void in whole or part the validity of the remaining provisions will not be affected.

## **2) ORDER**

The order made following a prior offer, even if it is in full compliance, is not accepted by Gantois Industries. Only the acknowledgment of receipt of the order issued by Gantois Industries constitutes the contract between the parties

All subsequent amendments to the order for any reason, particularly in terms of products or delivery times are only possible with the express prior consent of GANTOIS INDUSTRIES.

## **3) AVAILABILITY OF PRODUCTS**

Our product offers are valid providing they are in stock.

In the event of any stock shortage of stored products affecting the order in progress excluding products made according to customer specifications or customised), we would indicate to the customer a new delivery lead time.

In the case of unavailability of products, we may be required to offer the Customer a product of equivalent quality, value at least equal to or more than the purchased product.

## 4) PRODUCT PRICES AND SHIPPING

### 4.1 Price :

The prices of our products are indicated in euros without French VAT and excluding processing fees and shipping.

Charges are as at the time of order placement by the Client. Our order confirmation, that the customer will receive after the registration of the order forms the contract and fixes products prices and delivery charges.

It is stated that the prices indicated at the time of consultation by the Client may change, especially based on the price of commodities and services and can be changed at our discretion at any time without notice. Naturally, any price change does not impact previous purchases

### 4.2 Destination - Buyer's obligations

In case of order from a country other than metropolitan France and according to the agreed Incoterm, you are likely to be the importer of the concerned products. Customs duties or other local taxes or import duties or state taxes are likely to be due. These rights and sums are not within the scope of GANTOIS INDUSTRIES.

They will be your responsibility, both in terms of declarations and payments to the competent authorities and organizations in your country. We advise you to inquire about these aspects with your local authorities.

The buyer must indicate in the order the real and definitive destination of the goods and can not modify it without prior agreement of GANTOIS INDUSTRIES. When delivery to destination is ensured by the buyer, the buyer undertakes (not sure if it is the right word for this sentence) to supply us the documents justifying its dispatch to the country of destination. Failing this, the buyer will be required to pay VAT.

### 4.3 Shipping cost

For all orders, a participation in the delivery costs is invoiced to the customer, which varies according to the volume and the place of delivery. This will be indicated to the customer before validation of the order.

## 5) PAYMENT

Orders are payable immediately, unless otherwise agreed between the parties. The deadline agreed between the parties to settle the amounts due can not exceed forty-five days end of month or sixty days from the date of issue of the invoice (LME Act 04 August 2008, art L441-6 of the Code of trade).

No discount is granted for early payment.

If sold on a deferred payment, it must be made on the due date stated on the invoice by bank transfer or check. However, direct payment or a deposit may be requested from the Customer to order, depending on the Client guarantees or due to recurrent payment incidents.

Unless express prior consent is given by GANTOIS INDUSTRIES extension of the due date stated on the invoice any partial or total non-payment by the due date will result in :

- An automatic immediate request for payment of all amounts due by the Client, without notification.
- The application of delay penalties corresponding to the interest rate applied by the European Central Bank plus ten (10) percent (art L441-6 paragraph 3 of the Commercial Code) and increased in accordance with Decree No. 2012-115 of October 2, 2012 resulting from the law 2012-387 of 22 March 2012, a lump sum of € 40 (forty euros) for recovery of costs.

We reserve the right to suspend or cancel any pending order the Client if we have serious reasons to fear of payment difficulties on the part of the buyer at the date of the order, or after it, or if the buyer does not have the same guarantees as to the acceptance of the order date, we can make acceptance of the order or the pursuit of his performance to a cash payment, a reduction in the payment period granted if necessary or to provide settlement guarantees our bills

## 6) PROPERTY RESERVE

The transfer of ownership of the goods to the customer is suspended until full payment of the price in case of

delayed payment.

GANTOIS INDUSTRIES retain ownership of the products until the full payment thereof under the conditions established by contract, even if the insolvency proceedings opened against the Client, in accordance with Articles L624-9 and following of the French Commercial Code.

The eventual delivery of a “bill” of any instrument creating an obligation to pay, within the meaning of this provision, shall not constitute a payment.

Despite the application of this retention of title clause, the customer will support the risk in the event of loss or destruction upon delivery of the products. He will also support the insurance cost.

## **7) CONFIDENTIALITY AND RESTRICTED USE**

Studies, drawings, samples, documents handed over to the customer remain the sole property of GANTOIS INDUSTRIES and must be considered as strictly confidential and returned at the first request of the company GANTOIS INDUSTRIES. Except as expressly authorized by writing by GANTOIS INDUSTRIES, the client may not use them for any reason, knowingly or in any way whatsoever outside the scope of the contract contained herein or in any form whatsoever no, to third parties and it undertakes to take all appropriate measures to this end.

The client company, represented by its manager, commits himself, both in his personal capacity and for the company he represents, as a confidentiality clause during the whole period of the relations between the parties relating to the products covered by the present contract and for a period of 10 years after the expiration of the relations between the parties concerning the products subject to the present for whatever reason, to the most total confidentiality, refusing to disclose, directly or indirectly, information, knowledge or know-how concerning the products of the company GANTOIS INDUSTRIES which is the subject of this agreement, to which he has access, unless the information, knowledge or know-how has fallen into the public domain or that their disclosure is made necessary by virtue of a particular regulation or an administrative or judicial injunction.

It also undertakes to enforce this obligation to all the members of its concerned staff, for which he is responsible in respect of GANTOIS INDUSTRIES.

He also refrains from disclosing to third parties the existence of this contract and of all or parts of the service entrusted to him.

He agrees not to use confidential information, samples, studies, drawings for any purpose other than the authorized purpose. In this regard, he shall not decompile and / or reverse engineer all or parts of the confidential elements received.

Assuming the client company, its manager or its employees fail to comply with the aforementioned commitments, it would automatically be liable to the company GANTOIS INDUSTRIES for a lump sum indemnity in the amount of € 1,000,000 per application of the provisions of Article 1231-5 of the Civil Code.

## **8) DELIVERY**

The products are shipped according to the terms defined at the registration of the order. They are delivered according to the agreed incoterm between the parties within the deadline indicated in our acknowledgment of receipt of order. This lead time is given as an indication - ex works.

### **8.1 Manufacturing lead time**

The orders must be complete and include, depending on the products, the drawings and the necessary documents/specifications for their manufacture. The manufacturing lead time only runs from the validation of the specifications and drawings by both parties.

We are committed to implement all the means necessary to comply with delivery dates . Also, in the event of a delay in delivery out, we will notify the customer as soon as possible. GANTOIS INDUSTRIES can not be held responsible for late delivery due to the Carrier or the unavailability of the Client after several appointments proposals

GANTOIS INDUSTRIES can not be held responsible for late delivery due to the Carrier. No discount, retention, penalties, modification or cancellation of orders in progress can be applied in case of delayed delivery.

## **8.2 Risks transfer**

The transfers of risks to the customer take place according to the agreed Incoterms.

## **9) CLAIMS**

### **9.1 Transport**

It is the Customer to verify, upon receipt, quality and quantity of the goods delivered; it presupposes that the customer is present during the delivery.

If there is visible damage (missing, deterioration, damage, or other) recorded at the time of products being delivered, the Customer must take the goods after making comments on the delivery note and specific concerns confirmed in writing by registered mail with return receipt to the carrier within 3 (three) working days, excluding holidays, after receipt of such products. Copy of the statement addressed GANTOIS INDUSTRIES within 3 (days) after delivery, not including holidays, by email at [contact@gantois.com](mailto:contact@gantois.com).

**Warning:** if no comments are provided in this way, we reserve the right to refuse the return, exchange or refund of products. If the Customer has signed the delivery note, and has made no specific complaint, the carrier and GANTOIS INDUSTRIES can no longer be held responsible for possibly damage caused during delivery. The words «subject to unpacking» has no legal significance and can not relieve the Customer of his duty of monitoring the state of the delivered product. If the driver does not leave time for the Client to monitor the status of the product (quality and quantity), for any reason, it is imperative to specify the transport slip and countersigned the driver. In the absence of specific reservations on the delivery note, the product will be considered delivered consistent.

### **9.2 Non-compliance**

In case of non-compliance with the order by GANTOIS INDUSTRIES (quantity, nature, colours), the Customer must inform in GANTOIS INDUSTRIES within 3 (three) days by registered mail with acknowledgment of receipt. After this period, our products are deemed finally accepted.

No returns can be made unilaterally by the Customer without the prior written consent of GANTOIS INDUSTRIES. In case of non-compliance of an article sold, validated by GANTOIS INDUSTRIES, it can be returned, exchanged or refunded. Products must be returned in the condition in which you received them with all the elements (accessories, packaging ...), accompanied by the invoice.

The removal will be done by GANTOIS INDUSTRIES.

GANTOIS INDUSTRIES reserves its rights in respect of any apparent damage or not apparent to the products returned by the Customer.

After qualitative and quantitative verification of the returned items, any reversal of these accepted by GANTOIS INDUSTRIES entails the establishment of a credit or an exchange or refund.

Non compliant returns to the above conditions can be either an exchange or a credit or a refund.

## **10) STATUTORY WARRANTIES**

The products offered comply with French legislation.

Our products have the legal guarantee against hidden defects as defined in articles 1641 and 1648 paragraph 1 of the Civil Code. The warranty does not work for apparent defects. Defects and deterioration caused by natural wear or an external accident or a modification of the product made by the Customer are also excluded.

## **11) RESPONSIBILITIES**

Customer will be solely responsible for the consequences of using the ordered items.

GANTOIS INDUSTRIES can not be held liable for damages resulting from defects and deterioration caused by natural wear, an external accident or when the alleged defect originates from a false move, negligence, modification of the product not envisaged nor specified, misuse or improper test attributable to the Customer.

Responsibility GANTOIS INDUSTRIES can not be engaged for any inconvenience or damage arising from the use of the Internet, including a break in service, external intrusion or presence of computer viruses. Our responsibility cannot be engaged when the Customer fails to comply, in part or in these Terms and Conditions, or in case of unpredictable and insurmountable a third party or in case of force majeure recognized as such by jurisprudence.

Finally, the Customer is entitled to GANTOIS INDUSTRIES damages allegedly attributed to him by a third party, in accordance with Article 1165 of the Civil Code.

## **12) APPLICABLE LAW AND COURT**

In case of dispute of any nature or dispute relating to these General Terms and sales contracts GANTOIS INDUSTRIES the Tribunal of Commerce Epinal is only qualified.

These Conditions of Sale are governed by French law.