



MATFOR SA

Siège Social et Dépôt

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GENERAL CONDITIONS OF SALE

1. PRICES

Our prices do not include VAT and are invoiced according to the current price list on the day the order is placed.

2. LATE PAYMENTS

If payment has not been received in full by the due date, an automatic interest rate of that days bank of France interest rate plus 5 points will apply for the amount outstanding. This interest does not preclude the repayment of the outstanding sum owed. In addition, the customer is liable to pay a compensatory charge of 15% on any unpaid invoice.

3. CONDITIONS OF TRANSPORT

We cannot be held liable for any unforeseeable events which may delay the arrival of goods in transit. Our deliveries are carried out by carriers and the safe receipt of goods is assured by the addressee. It is the addressee's responsibility to check the contents if the parcel is damaged, preferably in the presence of the carrier which may prevent any unnecessary disputes should the contents of the parcel be damaged. In the case of damaged goods, please adhere to the following procedure:

- Detail in writing the damage on the carriers delivery receipt
- Send a recorded delivery letter to the carrier within 48 hours detailing the damage
- Send us a copy of the recorded delivery letter

We will not accept any responsibility for failure to comply with the above procedures timeously.

4. GUARANTEE

No guarantee is given in respect of second-hand or reconditioned products except in exceptional cases where there has been a prior agreement made between parties. Should any imperfection be discovered by ourselves within 2 weeks of the delivery date, we will replace the defective product precluding any counter claim for compensation or damages of any kind.

5. DISAGREEMENTS / DISPUTES

All orders placed by our customers include an implicit acceptance of our general conditions of sale. All disputes will come under the jurisdiction of the court of Pau, Aquitaine, France.

6. PROPERTY RIGHTS

The goods remain our property until full and final payment has been received. It therefore follows that the customer must not sell the goods, pawn them or use them in any way which benefit a third party until full and final payment has been received. Failure to do so may result in a damage claim being brought against the customer. However, the buyer will bear any loss, theft or destruction of goods following their delivery, (law n° 80335 12 may 1980).

Unless we receive written confirmation within the next 10 days, regarding the above conditions of sale, the above clauses will be considered legally binding in terms of the sales agreement.