

# GENERAL TERMS AND CONDITIONS OF SALE OF BATI FORMES

## I. CONTRACTUAL DOCUMENTS

Any ORDER placed with BATI FORMES implies full acceptance, without reservation, of these general terms and conditions of sale. No mention on the ORDER can derogate from these general terms and conditions of sale. These general terms and conditions of sale accepted by the CUSTOMER are valid for all subsequent ORDERS placed by the CUSTOMER with BATI FORMES.

Only the QUOTES accepted by the CUSTOMER have contractual value. In the event of a simple ORDER by the CUSTOMER referring to the QUOTE, only the QUOTE and these general terms and conditions of sale will be contractually binding. Under no circumstances will faxes, letters or electronic documents exchanged between the CUSTOMER and BATI FORMES have any contractual value, except for the QUOTES issued by BATI FORMES. Only the modification of the QUOTE, published by BATI FORMES afterwards, can have the value of a contractual amendment. If several QUOTES are issued by BATI FORMES, only the most recent document will be contractually binding. The acceptance by the CUSTOMER of the QUOTE, is worth full and complete endorsement of the general terms and conditions of purchase of the CUSTOMER.

## II. COMMITMENT

In case of an ORDER without a prior QUOTE, only the order can have contractual value. BATI FORMES shall be exclusively liable in the event of non-compliance between the manufactured products and the description given in the QUOTE or, in the absence of a QUOTE, in the ORDER. Should BATI FORMES be held liable, this liability is limited to the production of a new, compliant product, to the exclusion of any compensation for direct and/or indirect damage. BATI FORMES will not install the PRODUCTS under any circumstances; BATI FORMES acts exclusively as a manufacturer of custom-made products in accordance with the QUOTE.

## III. PRICING AND INVOICING

The minimum invoicing amount is 80 Euros exclusive of tax. In the event of modification of the taxes in force on the day of the invoicing, the taxes in force on the day of the invoicing will be applied to the prices excluding taxes. In the event of a change in the conditions of labor, material, or transport beyond our control, we reserve the right to modify the price of the QUOTE, at the latest until the date of the invoice. Unless otherwise agreed in writing, our prices are always quoted EX WORKS. The manufactured products are invoiced as soon as they are made available to the CUSTOMER. From the invoicing date, BATI FORMES reserves the right to charge a flat custody fee of €0.10 (ten cents) excluding tax per day per manufactured item, which may not be less than €50 (fifty euros) excluding tax per day.

## IV. PERIODS

The delivery times indicated in our QUOTES are given for information only. In the event of a delay in delivery of less than or equal to 30 working days, the CUSTOMER waives the right to claim damages. In the event of a delay in delivery due exclusively to BATI FORMES and exceeding 30 working days, the damages may not exceed 10% of the amount of the QUOTE. In no case may the CUSTOMER cancel an ORDER for delay in delivery.

BATI FORMES can in no way be held responsible for delivery times.

BATI FORMES shall be released from its delivery obligation in the event of unforeseen circumstances or force majeure. The following in particular are considered as unforeseen circumstances or force majeure: total or partial strikes, floods, fires, interruptions in supply, transport or delivery, manufacturing stoppages, etc.

## V. TRANSPORT

The delivered products are transported at the CUSTOMER's risk, even if the TRANSPORTATION is at the expense of BATI FORMES. BATI FORMES cannot be held liable for any damage caused by transport if the CUSTOMER has not informed the CARRIER about the necessary reservations within the time limit, by registered letter with acknowledgement of receipt, and if the CUSTOMER has not notified BATI FORMES within 48 hours of delivery. In the event of transport-related damage, if BATI FORMES' warranty is engaged, BATI FORMES' warranty cannot exceed the warranty granted by the CARRIER, in particular due to the limitations of compensation or repairation from which the CARRIER benefits under the law or applicable international conventions.

Deliveries made by BATI FORMES are made to the CUSTOMER's address. In the case of on-site deliveries, access to the site must be easily accessible, safe and secure. The CUSTOMER undertakes to handle the directing of our delivery vehicle on the site. BATI FORMES cannot be held responsible for any damage caused directly or indirectly by our vehicle, especially in case of difficult access and/or inappropriate terrain.

The unloading of the vehicle remains the exclusive responsibility of the CUSTOMER, with the help of sufficient human means. The CUSTOMER undertakes to unload the vehicle within a reasonable time. In the event of a delay in unloading the vehicle of more than 1 hour, BATI FORMES reserves the right to charge a flat-rate penalty of €100 (one hundred euros) excluding tax per hour of waiting time. If the CUSTOMER fails to sign the delivery note, the goods delivered shall be deemed to have been accepted without reservation.

## VI. RECEIPT OF GOODS

The CUSTOMER undertakes to take delivery of the manufactured products as soon as they are made available on the premises of BATI FORMES. In the event of delivery, the CUSTOMER acknowledges that the manufactured products are compliant with the ORDER and acknowledges having accepted them without reservation.

## VII. RETURNS

Except in the case of non-conformity between the QUOTE and the manufactured products, the manufactured products are not taken back.

## VIII. WARRANTY - COMPLAINTS

Under no circumstances can BATI FORMES be held responsible, in particular in case of:

- non-compliance with the regulations in force and the consequences that may result therefrom
- installation problems
- durability over time
- resistance against any attacks
- problems related to the choice of references and materials

BATI FORMES can be held responsible if, and only if, in a cumulative way:

- the installation recommendations have been respected,
- the compatibility between our products and other materials has been verified,
- maintenance of our products to ensure their durability over time is planned,
- the climatic situation does not require any particular precautions.

In the event of non-conforming or disputed deliveries, complaints must be made to us in writing within eight days of receipt of the goods.

BATI FORMES cannot be held responsible for any defects caused after the goods have left our premises. In case of hidden and recognized defect, our warranty is limited purely and simply to the replacement of the defective products, to the exclusion of any compensation relating to additional expenses such as, in particular:

- removal and re-installation of materials,
- damages for downtime or otherwise.

In no event can our liability be incurred beyond that granted by our own suppliers. Any disputed goods must be kept at our disposal in a safe place. Any deterioration of the products or the packaging will result in the loss of the warranty and the cancellation of a possible return. BATI FORMES cannot be held responsible for the dimensions, colours and weights of certain materials that are subject to variations inherent to their nature or their manufacture, and which benefit from customary tolerances. The materials we use correspond to the materials commonly used in the building industry. We reserve the right to supply materials of different composition, dimensions and qualities to meet the required functions in terms of appearance, finish, strength, etc.

## IX. PACKING

The packaging shown on our QUOTES are given for information only. BATI FORMES reserves the right to modify them. Returnable packaging is charged as a deposit. The deposit will be refunded if the packaging is returned to the place of departure, at the customer's expense, in good condition, within a maximum of one month of receipt. Any goods or packaging returned by the CUSTOMER must be accompanied by a notice of return accepted by BATI FORMES specifying the date of shipment and its contents.

## X. RETENTION OF TITLE

BATI FORMES reserves the right of ownership of all goods until full payment of the order, even if the order has been executed and invoiced in instalments or is incomplete. If the customer is unable to meet its obligations, we will take back the goods in the same condition as they were before, deducting a lump sum of 15% and adding any costs that may be incurred. BATI FORMES retains ownership of the returnable packaging.

## XI. PAYMENTS

Our sales are paid in full and without discount, price ex works, unless otherwise stipulated. BATI FORMES reserves the right to request payment by certified check. The acceptance of our drafts does not constitute a novation or a waiver of the retention of title clause contained herein. Refusal to accept our promissory bills, failure to pay a bill or a single invoice on its due date, shall render all our claims immediately payable without prior notice to the CUSTOMER. Refusal to accept our promissory bills, failure to pay a bill of exchange or a single invoice on its due date, shall result in the automatic cancellation of all outstanding, undelivered orders. Interest on arrears calculated at the rate of 1.5% per month shall accrue automatically from the due date indicated on the invoice or from the due date of an unpaid bill of exchange, even in the absence of a protest or formal notice by bailiff or by registered letter. In addition to these late payment penalties, a fixed indemnity of forty euros per invoice and/or bill of exchange is due for any delay in payment in accordance with article L441-6 of the French Commercial Code, in addition to the collection costs.

BATI FORMES reserves the right to ask the CUSTOMER, before or during the execution of the ORDER, for a personal or bank guarantee, corresponding to the amount of all or part of the ORDER. In case of refusal by the CUSTOMER, BATI FORMES reserves the right to cancel the ORDER by operation of law.

By express agreement, and except in the case of a payment deadline granted exceptionally by BATI FORMES, the CUSTOMER's failure to pay on the due date, regardless of the method of payment, will result in the application of a fixed indemnity equal to 15% of the unpaid amount, in addition to legal fees and interest.

## XII. MISCELLANEOUS

The CUSTOMER shall refrain from reselling BATI FORMES products under a name other than their registered trademark.

## XIII. JURISDICTION

In the event of a dispute, jurisdiction is expressly attributed to the Commercial Court of Melun, notwithstanding multiple defendants or the activation of warranties, even for summary procedures or safeguard procedures.