

Standard Terms of Sale of Bossard France SAS**1. Field of application**

- 1.1. These Standard Terms of Sale apply to all sales of products and services by the Vendor. Any order for products or services entails unqualified acceptance by the Buyer of these Standard Terms of Sale, and its full and entire compliance with same terms, unless any particular terms and conditions have been granted in writing by the Vendor to the Buyer.
- 1.2. These Standard Terms of Sale shall prevail over any document of the Buyer, and particularly any standard terms of purchase, unless otherwise agreed expressly and in advance by the Vendor. No contrary condition may therefore be put forward by the Buyer without the Vendors express consent, regardless of the time when the Vendor became aware of it. If the Vendor fails to enforce any of these Standard Terms of Sale at any time, this shall not constitute a waiver of any of said terms.
- 1.3. Any document other than these Standard Terms of Sale, particularly any catalogues, brochures, advertising material or instructions, is provided for guidance and information only and has no contractual value.

2. Orders

- 2.1. All orders shall be placed in writing or via our website, clearly and unambiguously, with all the information required for fulfilment. Orders shall only become final after they have been expressly accepted by the Vendor.
- 2.2. No order cancellation or modification shall be allowed without the prior written acceptance of the Vendor. If an order for products featuring in the Vendor's price lists ("Standard Products") is cancelled, the Buyer shall compensate the Vendor in an inclusive amount of €200 to cover administrative costs. If an order for products that are not included in the Vendor's price lists ("Special Products") or for services is cancelled, the Buyer shall compensate the Vendor for all the costs (procurement, design costs etc.) that may be incurred directly or indirectly for the cancelled order.

3. Prices

- 3.1. Standard Products shall be sold at the prices applicable on the day when the order is placed. The prices are quoted net exclusive of taxes. They may be revised at any time after first informing customers. Any change in the price shall apply automatically on the date stated in the new price list. The prices listed for a thousand or more parts shall only apply to bulk sales or sales in industrial packaging. A discount may be granted from invoices for €300 and greater. The prices of Special Products and services shall be stated in a commercial offer made to the customer following their request.
- 3.2. Sales for products shall be made on a DAP basis (Incoterms 2010) and not as indicated in the order. Any order less than €500 (five hundred euros) will result in the recharge of freight costs.
- 3.3. An invoice shall be prepared and supplied with each delivery or at the end of the performance of the service. However, if several separate deliveries are made during the same calendar month, the invoice may be raised periodically, no later than the end of the month in question. The invoice may be sent by electronic means, unless the customer requires other means of communication.
- 3.4. Payment shall be made in euros by VCOM, simple bank transfer or bank debit only; bank charges shall be paid by the customer. Payment shall be considered to have been made when the funds are effectively received by the Vendor's bank.
- 3.5. The price shall be paid in full in a single payment within thirty days of the date of issue of the invoice. No discount shall be granted for early payment.

3.6. If justified by the financial position of the customer, the Vendor reserves the right to impose certain payment deadlines, particularly payment in cash before the performance of the orders and/or some payment guarantees.

3.7. Any payment delay shall lead to the following:

- the rightful application of penalties for late payment calculated at a rate equal to three times the legal interest rate and an lump sum of €80 for reminder processing;
- the immediate payment of all the remaining amounts due from the customer;
- the immediate invoicing and cash payment of orders, before they are fulfilled by the Vendor;
- the suspension of any delivery until payment has been received in full.

3.8. The minimum amount by purchase order line is fixed to €10 (ten euros).

3.9. Any order in a total amount of less than €200 (two hundred euros) shall give rise to an invoice in a lump sum of €200 (two hundred euros) to cover processing costs.

3.10. The Vendor will charge the Buyer with a Europallet fee, if those have been used by delivery. The Vendor will reimburse the amount if the Europallet is returned before 12 months from delivery.

4. Deliveries

4.1. Orders for products may be delivered in one or several deliveries.

4.2. The Vendor shall endeavour to comply with the delivery lead times stated when the order is accepted. These lead times are provided for information and guidance only. In particular, it will depend on the order in which orders arrive and the Vendors procurement and transport options.

4.3. The delivery lead time shall begin as of the latest of the following dates:

- the date on which the order is accepted by the Vendor;
- the date on which the order is modified by the customer;
- the date on which information required for fulfilling the order is received;
- the date on which the prior contractual or legal obligations of the customer are fulfilled.

4.4. A delivery delay shall not give rise to damages, or the withholding or cancellation of orders in progress. However, if there is any delay of greater than three months that is not attributable to the customer or a force majeure circumstance, the customer may demand the cancellation of the sale and secure the return of any advance payment, excluding any other compensation or damages. Force majeure circumstances that release the Vendor from its obligation to deliver include the following: war, rioting, fires, epidemics, strikes, accidents, the inability of the Vendor to secure procurements, shortages of raw materials or the failure of a supplier of the Vendor. The Vendor shall inform the customer in good time of the occurrence of any of the circumstances listed above.

4.5. No goods may be returned without the prior written consent of the Vendor.

5. Transfer of title and risks

5.1. The Vendor shall retain the title to the supplied goods until their price is paid in full, including the principal and incidental costs. Any failure to make a payment when it becomes due shall entitle the Vendor to demand the immediate return of the goods.

- 5.2. However, from the time of delivery, the risk of loss or damage to the goods shall be transferred to the customer, along with liability for any damage caused by the goods. The customer shall insure the delivered goods at its own cost on behalf of the Vendor, until the title is transferred.

6. Receipt

- 6.1. In case of damage or missing parts, the customer shall be responsible for making any observations and confirming its exceptions by an extrajudicial act or by recorded delivery with acknowledgement of receipt with the carrier within three days of receipt of the goods.
- 6.2. Without prejudice to the steps to be taken with the carrier, complaints about visible defects or product nonconformity to the product ordered or to the delivery slip shall be made in writing within eight days of the receipt of the products. The customer shall provide any substantiation regarding the defects or anomalies found and give the Vendor all facilities to observe and remedy the defects, and shall not undertake any action itself or cause any party to take any action in that respect.
- 6.3. The customer shall have eight days from the receipt of the services to make its exceptions or complaints in writing, with all the relevant substantiation. The Vendor shall, as soon as possible and at its own cost, remedy the services supplied where evidence of the nonconformity has been duly provided by the customer.
- 6.4. No complaint shall be accepted if the customer fails to comply with the formalities and time limits above.
- 6.5. For deliveries of special products, quantitative tolerances shall be equal to more or less 15% calculated on the basis of the number of units in the order.

7. Scope of the warranty

- 7.1. Only product characteristics shall be covered by the warranty and shall be evaluated according to DIN, ISO or SN standards, or according to the customer's specifications in the case of Special Products (or Standard Products modified at the customer's request). Unless otherwise agreed in writing, checking to inspect the conformity of products to the standards or the customer's specifications shall be carried out in accordance with ISO standard 3269, Acceptance testing for mechanical fasteners.

Inspection of specific parts defined by drawing will be done with tolerances specifications of customer. In case we didn't have any request on tolerance, Bossard will use his internal process based on general standards for mechanical industry (ISO 4759 et ISO 2768).

All other characteristics, including the indications in our catalogues and brochures, shall only be covered by the guarantee if this is provided for in a written agreement. The replacement of a subcontractor by another who is equally capable of meeting the same product standards or delivering products according to the same indications, shall not constitute product modification.

- 7.2. The use of products with hardness equal to or above 320 HV and with thermal treatment, or with grade 12.9 and with electrolytic plating, involves an inherent risk of hydrogen embrittlement as documented in international standard ISO 4042. The customer selecting such a product with knowledge of the risk shall have sole responsibility for their decision. Should this occur, the Vendor shall not be liable for the consequences.
- 7.3. The Vendor provides no warranty in respect of the fitness of the products for the type or area of use intended by the customer, particularly the design of the application envisaged. The Vendor's responses to questions relating to construction and/or assembly shall be provided on the basis of the customer's indications. The indications provided by the Vendor shall be based on theoretical considerations or the results of tests carried out in

the laboratory in the prevalent conditions. The customer shall take responsibility for checking these indications under the effective conditions of use.

- 7.4. The Vendor's obligation of warranty shall be voided if the conditions of use included in the aforementioned standards and recommended by the Vendor or permitted by the Vendor in writing are not followed, or if any modifications are made to the products without the express consent of the Vendor.
- 7.5. The warranty shall not cover any defects resulting from inadequate maintenance, improper use or negligence on the part of the customer or the action of a third party, or those resulting from normal wear and tear.
- 7.6. The Vendor only guarantees the characteristics under 7.1 above, even when the Vendor provides engineering advice, technical assistance or other similar services.
- 7.7. The customer shall inform the Vendor of the alleged defect within twenty days of its discovery. Failing that, the warranty shall be lawfully voided.
- 7.8. Under the warranty, the only obligation on the Vendor shall be the replacement of the defective goods, free of charge. Subject to the provisions of paragraph 8 below, any other claims based on defects in the goods shall not be considered.

8. Liability

- 8.1. The Vendor's liability shall be limited to the damage to property or injuries that are the direct result of a fault attributable to the Vendor.
- 8.2. The Vendor shall not compensate any consequential and/or intangible damage such as financial or commercial harm, loss of income or turnover etc.

9. Patents and commercial property

- 9.1. The Vendor shall retain all intellectual property rights to its studies, designs, drawings, models, prototypes, software etc. made by the Vendor, including at the request of the customer, as part of the sale of goods or services under these Standard Terms of Sale. The customer may not reproduce or use said studies, designs, drawings, models, prototypes etc. without the prior express written consent of the Vendor, which may give its consent in return for a financial contribution.
- 9.2. The sale of products shall not grant the customer any right to the trademarks or distinctive signs on the products.

10. Disputes

- 10.1. Any disputes between the parties in respect of these Standard Terms of Sale, their interpretation or performance shall be brought before the courts of Strasbourg.
- 10.2. However, where the dispute relates to an amount greater than €100,000, it shall be settled by means of arbitration in the conditions defined below.
- 10.3. Each party shall appoint an arbitrator. If a party fails to do so within fifteen days of notice demanding the same, given by recorded delivery with acknowledgement of receipt, the arbitrator shall be appointed by the Presiding Judge of the Commercial Division of the Court of First Instance of Strasbourg ruling in summary proceedings. The two arbitrators appointed in this way shall agree to the appointment of a third arbitrator within a month of the acceptance of their appointment. If the arbitrators fail to agree to an umpire, the appointment shall be made by the Presiding Judge of the Commercial Division of the Court of First Instance of Strasbourg, ruling in summary proceedings, at the request of the party that acts first.

10.4. The arbitrators shall rule according to the law, in the first and last instance. The arbitration decision shall be final. The arbitrators shall particularly, if required, value the harm sustained by either party and the corresponding compensation. In their award, they shall identify the party which shall pay their fees.

11. Applicable law – Language of the contract

11.1. These Standard Terms of Sale and the resulting operations shall be governed by the laws of France. The conflict rules and the rules of the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

11.2. They shall be prepared in French. If they are translated into one or more languages, only the French text shall be the authentic text in the event of a dispute.

Document: [CGV Bossard France SAS_EN.docx](#)

Edition: [January 2017](#)

Replace: [March 2016](#)