

Any order results in the acceptance and acknowledgement by the buyer of the present general sales terms and conditions, of which he cannot oppose any clause that has not been the object of an explicit and written agreement on our part. If any one of these general conditions or exemptions should be cancelled for any reason whatsoever, only the clause(s) in question will be considered as non-applicable, and the agreement will be maintained in all its other effects. To be binding on Paris Portes, any particular condition must have been confirmed in writing by the company headquarters.

1. FORCE MAJEURE

By "force majeure" is understood, notwithstanding the term as defined by the French courts, an unavoidable event that makes it impossible or solely unreasonably more costly to carry out our commitments, even if this event is foreseeable and/or is not external to the victim of the event, and particularly in the following cases, but not limited to them: strikes, lock outs, transport stoppages, scarcity of transport vehicles, regulatory import or export bans by the national or international public authorities, quota limits, fires and machinery breakdown, social disorder, insurrections, riots, acts of terrorism and war are considered as cases of force majeure. A case of force majeure will result in Paris Portes choosing to cancel its commitments or to suspending deliveries temporarily without damages and interest being charged to Paris Portes.

2. ORDERS

Every order is definitive and cannot be cancelled for any reason whatsoever by the sole wish of the buyer. The orders transmitted to representatives, agencies or employees of Paris Portes must be confirmed in writing by the Paris Portes company. Paris Portes is only committed to an order in the limits of product availabilities.

3. PRICES

The price to be paid by the client is calculated on the basis of the prevailing list price when the product is billed and according to price scales and other conditions that are applied to it. The list prices are given for information purposes. Prices given by representatives are only valid after written confirmation by Paris Portes. Paris Portes list prices can be revised at any moment. The new prices are automatically communicated to the buyer within a reasonable lapse of time before their application. When prices are given postage paid, additional costs and, in particular, transport by train on a branch line, excise duty or toll fees are at the expense of the buyer.

4. INFORMATION TO CLIENTS

Paris Portes recommends that its clients should prime unpainted doors on reception, and, in any event, before they are sent to the worksite. It is also indispensable always to treat both sides of a door at the same time and in the same way. The buyer must provide written proof that Paris Portes has been informed of the final destination of the product or of the materials. Preserving the quality of Paris Portes wood depends on the humidity level of the premises or places in which it is stocked or placed. Paris Portes cannot be held responsible for deformation, warping or shrinkage due to abnormal conditions of humidity.

5. DELIVERY

The Paris Portes warehouse always represents the delivery location. This principle cannot be excepted due to our taking charge of all or a part of the transportation. In this case, Paris Portes acts as a simple agent of the buyer. The delivery schedules given by Paris Portes, and which have been accepted by the buyer by acknowledgement of receipt of the order, although calculated as precisely as possible, are only given as a guide. The liability of Paris Portes cannot consequently be engaged by any delay in delivery and any penalty or indemnity cannot be due for this reason, except where stipulation to the contrary has been explicitly accepted by Paris Portes at the moment the transaction is concluded.

6. GUARANTEE

The materials or products sold conform to the conditions and specifications mentioned on the order form or delivery note, and acknowledgement of receipt of the order by Paris Portes. Paris Portes guarantees its products against all visible or hidden design or construction defects that are brought to our attention by the buyer by registered letter within three days of receiving the goods. The obligatory guarantee of Paris Portes is strictly limited to the repair or replacement of parts that have been recognised as defective. All other expenses that may result from these repairs or replacements, as well as all damages, are excluded from this guarantee. Any report of defects, to be binding on Paris Portes, must be carried out by both parties. The buyer remains responsible for the negative consequences affecting the goods (in particular, loss, deterioration) during transport (except for transport by Paris Portes) or after delivery. In no event can Paris Portes be considered as responsible for deterioration in products resulting from transportation. The buyer must examine the products on arrival and, in case of delays, damage or missing parts, address a complaint within forty-eight hours. It is the buyer's responsibility to take any legal action against the transporters in conformity with the provisions of articles L 133-3 and L 133-4 of the French commercial code. Complaints relating to the conformity of the materials or products unrelated to all issues linked to transport must be made within three days of delivery. No return of goods will be accepted except where it has been explicitly authorised by Paris Portes. In this case, the goods must be sent postage paid. In the event of a refusal of the delivery of the ordered goods, Paris Portes may reappropriate the goods after a notification by registered letter with acknowledgement of reception has remained without effect for eight days. Paris Portes will retain, if need be, the deposit paid in compensation without prejudice to all other damages.

7. RETENTION OF OWNERSHIP

The buyer takes possession of the goods only when the price and any additional costs including any penalties have been paid in full. If payment is not made on the due date, Paris Portes can, without the obligation to inform the client officially, retake possession of the goods and materials that were sold. If the products or materials have been used or have undergone deterioration while they have been kept by the buyer, the latter will suffer all the consequences, the transfer of risks being at the charge of the buyer after delivery, as defined by article 5 above. The seller will also be able legally to assert the clause of retention of ownership in the conditions outlined in articles L 621-122 and L 621-124 of the French commercial code.

All goods that are in the possession of the buyer on the day of a declaratory judgement of receivership will be considered, by agreement between the parties, as being those that remain unpaid. In the event of bankruptcy of the buyer, the inventoried goods in the stocks of the buyer will be considered unpaid.

8. PAYMENT TERMS

Normal payment schedule: Except for any clause to the contrary, the payment of invoices issued by Paris Portes are made at its headquarters by bank transfer or automated bill of exchange at 30 days end of the month the 15th, in accordance with the French LME law. The starting date for the payment schedule is the day the goods are received and the presentation of the corresponding invoice. Reduction for advance payment: The payment of the entire amount figuring on the invoice prior to the due date fixed will lead to its recipient benefitting from a discount on the reduction of 0.3% a month, calculated on the net amount invoiced and in proportion to the number of days remaining before the due date. Penalties for delays in payment: The non-payment of a sum due will result in the legal cancellation of the payment terms, the remainder of the price being payable immediately and the forfeiture of the terms being established immediately for all outstanding payments. The due date is understood exclusively as the date given on the invoice concerned. Failure to respect the payment schedule will also result in the application of penalties of normal past-due interests from the first day following the due date at the legal interest rate increased by five points. It is explicitly stipulated that any payment by the buyer is allocated in priority to the oldest unpaid invoices.

9. PENALTY CLAUSE

As a penalty clause, the defaulting debtor will pay Paris Portes damages equal to 15 % of the unpaid debt of principal and interest, not including the costs that may be charged to the buyer for recovering the amounts owed.

10. JURISDICTION

The interpretation and execution of the present sales terms and conditions as well as any resulting actions will be submitted to French law. Any litigation arising from the present general sales terms and conditions will fall under the exclusive jurisdiction of the Commercial Court on which the Paris Portes headquarters depends.