

GENERAL TERMS OF SALE

PRICES AND CONDITIONS

Our prices are expressed in Euro, exclude any taxes, are ex works from our stores, and require that a minimum quantity is ordered depending on each type of product. Our products are always invoiced subject to the prices and conditions applicable on the day of shipment, unless we agreed otherwise. Delivery terms are estimated and we cannot accept any liability resulting thereof. They are calculated from the date of receipt of the order or, if such order is not compliant nor accepted as it is, from the moment when all questions related to the performance are definitively settled by common agreement. We reserve the right to perform partial deliveries. No damages are granted for delayed or early deliveries and late delivery penalties are excluded. Orders received and accepted cannot be completely nor partially cancelled without our prior consent. A flat-rate surcharge of 15.00 EUR net of tax will be applicable for all orders under 75.00 EUR net of tax (excluding delivery costs).

We reserve a certain flexibility regarding the size, weight and manufacturing of the parts ordered. Packaging's are not retrieved.

For Made to Order goods, no modification or cancellation of the order will be accepted. All orders or tenders imply the acceptance of our general terms of sale.

PAYMENT

Our invoices, issued on the day on which the products are available, are payable in Mèze 30 days net from their issuance, without discount (by bank draft, promissory note or cheque). No discount will be awarded in case of early payment.

The default in payment upon the due date, whatever the payment type, will automatically and without formality cause, from such due date, the application of a late payment penalty fee equal to the legal interest rate multiplied by 1.5 calculated on a daily basis as well as a lump-sum indemnity of 40 EUR for recovery costs. Refusing a shipment and/or introducing a claim will not alter the payment terms.

RETENTION OF OWNERSHIP

Our company remains the owner of products delivered until full payment of the order price, including principal and ancillary costs, without right for the buyer to perform multiple payments, notably on the grounds of instalment payments. (Art. 65, Law of July 13, 1967 modified by the law n°80.335 of May 13, 1980). As bailee of the products, the buyer is responsible, at its own costs, for their storage and supports the related risks and liability. The buyer shall, for this reason, subscribe an insurance. Acceptance of specifically agreed conditions shall neither substitute nor constitute a waiver of this clause on retention of ownership. No terms contained in purchase orders or any correspondence received by us can amend the above terms, without our formal approval.

WARRANTY

Our products are guaranteed for 1 year from their availability, against all manufacturing and material defects, provided that the product has not been, in the meantime, dismantled or repaired. However, this warranty is excluded in case of outdoor or extended storage or in case the defect detected results from wear and tear, an impact, improper installation, default in maintenance and/or improper use.

This warranty is strictly limited to the replacement of the original part(s), acknowledged as defective by us. The shipping costs (to and from) and the labor costs shall remain borne by the customer.

We accept no liability in case of incidents or direct or indirect risks resulting from a defect in our products. The warranty does not cover any downtime consequences and excludes the payment of any indemnity. Our responsibility ceases in case of modification of our products. Accessories and adjustments are not covered by this warranty. No warranty obligation shall be due in case of late payment.

SHIPMENT

The delivered products travel at the risk of the recipient, even in case of free of charge delivery. The carriers being responsible for damages and delivery delays, the recipients must, if applicable, express their reservations to the carriers in accordance with the procedures prescribed, before accepting the products. Direct factory shipment, as shipments from our stores, are subject to the same conditions. Aliaxis Utilities & Industry SAS reserves the right to refuse specific shipment to sites, in which case the delivery will be made to the address of the "author" of the order.

CLAIMS

Claims, regardless of their nature, must be notified within 8 days following the receipt of the products, failing which they will not be admissible. Discrepancies in the number of parts, weight, compared to shipping documents as well as the poor condition of the packages must be notified to the carrier before accepting the shipment.

RETURNED PRODUCTS

Returned products are only accepted for parts not older than one year (based on the invoice date) and with our prior consent. Such products must reach us free of charge and only contain products in perfect condition with their original packaging. The price of the returned products as it appears on the related invoice will be credited to the buyer, with a deduction of at least 20% of its amount for the handling fees of our returned product department. No cash refund will be performed. Parts that are manufactured based on plans or indications from our customer or that are not priced will not be returned nor exchanged.

LIABILITY

Aliaxis Utilities & Industry SAS cannot be held liable by the buyer for any compensation for non-material or indirect damages, such as loss of earnings, loss of revenues, loss of profit, reputational damages...

The buyer waives all rights and claims against Aliaxis Utilities & Industry SAS for damages referred to in the above paragraph and guarantees, as necessary, Aliaxis Utilities & Industry SAS against all claims which would be brought by a third-party directly against it on this subject.

FORCE MAJEURE - EXCEPTION CLAUSE

In case of a force majeure event or in circumstances unrelated to the parties' will (fire, flood, labor conflicts – either at Aliaxis Utilities & Industry SAS or at its suppliers – mobilization, requisition, embargo, absence of means of transport, general absence of supply, etc.), preventing or rendering abnormally onerous the performance of the contractual obligations, the performance delay for these obligations will be extended for the duration of such events and will have to be performed spontaneously as from their termination. To benefit from this extension, the party which wish to invoke a force majeure event must immediately inform the other party in writing of its intervention as well as of its termination.

If, following a force majeure event, the performance of the contract becomes impossible to execute within a reasonable delay, each of the parties has the right to withdraw from the contract upon simple written notice, without having to request the termination from a court.

CHANGE OF CONTROL

In the event of a change in the legal position of the buyer or in the event of a change in its direct or indirect control, Aliaxis Utilities & Industry SAS reserves the right to cancel pending orders, even accepted, or to request guarantees or cash payment and to demand the immediate payment of all sums due, even if they are not yet payable.

INDUSTRIAL PROPERTY

Aliaxis Utilities & Industry is a registered trademark of Aliaxis Utilities & Industry SAS. The buyer cannot, without the prior written consent of Aliaxis Utilities & Industry SAS, alter, modify or remove the trademark affixed on the products delivered or the documentation related to such products nor resell such products under other names.

Any use of the trademark "Aliaxis Utilities & Industry SAS" or other trademarks from Aliaxis Utilities & Industry SAS on any type of support not originating from Aliaxis Utilities & Industry SAS must be subject to our prior written consent.

APPLICABLE LAW AND JURISDICTION

The contract is subject to French law. For any dispute which arises from or which is the outcome or consequence of the interpretation or performance of this contract, the Commercial Court of Montpellier shall have exclusive jurisdiction, even in case of introduction of third-party or multiple defendant action.