

GENERAL TERMS AND CONDITIONS OF SALE

By placing an order, the customer agrees to the general terms and conditions of sale set forth below, notwithstanding any reservations or requirements that may accompany the order:

ORDER

This order is firm and final and cannot be canceled (subject to legal provisions) unless all costs incurred—including mockups, printing plates, or manufacturing costs—have been paid in full.

DELIVERY TIMES

Our delivery times are provided for informational purposes only; under no circumstances shall a delay, for any reason whatsoever, give rise to the payment of compensation.

SHIPPING

Our goods, even when shipped carriage paid, travel at the recipient's own risk. It is therefore the recipient's responsibility to file a claim with the carrier in the event of damaged or missing packages, clearly specifying the details of the damage or missing items.

INVOICING

Given the volatility of raw material prices, our prices are indicative. They are listed exclusive of taxes, ex-factory. The quantities delivered may vary from the quantities ordered due to manufacturing requirements. To be considered, any claim must be made in writing within eight days of receipt of the goods and the invoice. Any defects or errors shall not give rise to compensation on our part.

PAYMENT

Our invoices are payable in full within 30 days, unless otherwise agreed.

Our bills of exchange or acceptance of payment do not constitute a novation or a waiver of this jurisdiction clause, which is assigned to the Commercial Court of Besançon.

Pursuant to the LME Act of August 4, 2008, any amount that has become due shall, automatically and without formal notice, accrue interest at a rate equal to the higher of the following two rates: three times the statutory interest rate or the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points. Pursuant to Decree 2012.1115: a lump-sum amount of 40 euros as compensation for collection costs.

In the event of collection through litigation or legal proceedings, the defaulting customer is required to pay us, in addition to legal fees, a sum of 20% as damages, if necessary as a penalty clause.

OTHER TERMS

No returns of goods will be accepted without prior agreement. Returns must be sent freight prepaid. In accordance with Laws 80-335, 85-98, and 85-1388, the delivered goods remain the property of our Company until full payment has been received.