

Article 1. GENERAL

An order only binds the seller when it has been accepted in writing: the same holds for any changes to the order. The buyer is deemed to have accepted these Terms of Sale unless he has informed the seller that he disagrees with one or other of these Terms of Sale, by registered letter sent within forty-eight hours of the seller's acceptance of an order, and notwithstanding any stipulations to the contrary that may appear in his own documents, except, if applicable, for special terms expressly agreed to beforehand with the seller. Instructions sent by our representatives are valid only after written confirmation on our part.

Article 2. DELIVERIES

Any delivery of goods is subject to express acceptance of these Terms of Sale and a written confirmation of the order. Any contrary terms that the buyer may stipulate (after or even before these terms) shall be deemed not written by the EPUR METAL Company if it has not received its prior written consent.

Article 3. PRICES

The prices, calculated on the basis of the current economic conditions, are BEFORE TAX, ex-works. They are a rough guide only. The invoice will be drawn up as per the terms in force on the day of the shipment.

Article 4. LEAD TIMES

The lead times shown for delivering orders are a rough guide only. Unless expressly stipulated to the contrary and signed by ourselves, a delay in supply shall not result in cancellation of the sale, nor give rise to the payment of damages. Whatever the Terms of Sale, the shipping or delivery method, our goods always travel at the receiver's risk. It lies with the receiver to express any reserves to the carrier on receipt of the goods. Under no circumstances shall we be held liable for late delivery, destruction, loss or theft in transit. Deliveries form a whole, even if they are split or staggered, or result from several different orders. No split packaging units can be shipped.

Article 5. RESPONSIBILITIES AND GUARANTEES

Any reservations or complaints concerning the quantity or quality of our goods, under pain of forfeiture.

Our goods invoiced on an "available for collection" basis are held at the buyer's risk. We reserve the right to ship goods that have not been collected within eight days of the notice of availability for collection, by any means that suits us, at the buyer's expense.

Article 6. FORCE MAJEURE

Equipment breakdowns, strikes, war, epidemics, lack of raw materials or fuel, and any accident that cause deliveries to be suspended shall be deemed to be cases of force majeure Unless specified to the contrary, or in the case above, the seller shall not be held responsible for delivery lead times nor even for non-delivery of orders.

Article 7. RISK TRANSFER – TRANSPORT

Any packaging and transport operations that the seller undertakes on behalf of the buyer are performed at the latter's risk, even in the event of carriage paid ex-works, free on rail, collect on delivery, etc. The seller disclaims all liability in the event of loss or damage in transit. Complaints regarding transport should be sent by the buyer to the last carrier.

Article 8. PAYMENT

Our invoices must be paid by the date shown on our invoices in the "DUE DATE" box. Payment by means of bills of exchange is valid only after final collection.

In the event of extension of bills, the costs and interest arising from this extension are borne solely by the buyer. We reserve the right to increase by 10% any amount not paid by the due date, with a minimum of 76.22 euros, without prejudice to the late-payment interest provided for above. In the event of substantial changes in the buyer's commercial and financial circumstances, our Company may change the terms of payment established earlier, and may require payment prior to shipping any further order. In the event of payment in instalments, failure to pay the exact amount of a single instalment by the due date shall automatically, and without prior notice, give rise to the forfeiture of whatever terms of payment may have been granted and shall render immediately payable any sums remaining due on any account whatsoever. In this event, our Company shall be entitled to suspend the performance of orders in progress or cancel the orders, without prejudice to any damages and/or compensation.

Article 9. RETENTION OF TITLE (Article 80.335 of the French Law of 12 May 1980)

-Under the French Law of 12 May 1980, Article 80.335, of which the buyer acknowledges he is fully informed and agrees to the provisions, all of our sales are concluded with "RETENTION OF TITLE".

-The transfer of ownership of the goods sold is subject to the buyer's payment in full of their price (main price and any additional charges) by the due date.

-The establishment of a bill of exchange, the presentation of a draft or any other security establishing an obligation to pay, does not constitute payment.

TERMS OF SALE - TRADING

The buyer shall ensure that goods that have not been paid for in full remain easily identifiable: the products or inventory shall be presumed to correspond to the unpaid sums.

-In the event of non-payment of the full price, the Company EPUR METAL may require the buyer to return the products not paid for in full, and the buyer must comply within 8 days.

-The buyer shall be required to oppose by all available means any third-party claims on the goods sold, by seizure, confiscation or equivalent procedures. As soon as the buyer is informed to this effect, it should inform the Company EPUR METAL so that it can protect its interests.

Should the buyer fail to carry out the said formalities, the Company EPUR METAL reserves the right to carry them out at the buyer's expense and the buyer undertakes to supply any information necessary for the purpose, the latter being compelled to do so, if necessary, by summary order.

-If the buyer resells the goods before their payment in full, the sale concluded between the Company EPUR METAL and the buyer shall be automatically annulled without formality, and the buyer shall be deemed to have sold them on behalf of the Company EPUR METAL.

- Application of the "RETENTION OF TITLE" clause shall under no circumstances impede the transfer to the buyer, even in transit, of the risks of loss, destruction, damage or theft of the goods sold, and any losses they may cause. This provision applies even in the event of a claim by the Company EPUR METAL.

ARTICLE 10. CLAIMS – RETURNS

No claim shall be considered if it is not made by the buyer by registered letter sent to the seller within forty-eight hours following receipt of the goods by the buyer. The buyer may not return any goods to the seller without the seller's express written consent.

In the event of a return, all related risks and expenses (loss, damage, packaging, carriage, etc.) are payable by the buyer.

ARTICLE 11. COMPETENCE

If the buyer is a business or a company, the Commercial Court in AIX-EN-PROVENCE is the only competent court in the event of a dispute, whatever the terms of sale and the agreed payment method, the type, cause or location of the dispute, and even in the event of interrelated claims, third-party complaint or the existence of several claimants. If the buyer is a non-French business or company, any disagreements shall be settled definitively by arbitration. The arbitration shall take place and the ruling of the International Chamber of Commerce shall be applicable. Confirmation or approval of the sentence handed down, as applicable, may be requested from the competent court, by an exequatur.

In any case, contracts concluded between the seller and the buyer are governed by French law.