

The act of placing an order implies that the buyer acknowledges that he has read the following terms and conditions of sale, and accepts them without reserve.

## ORDERS

\* Orders are only considered as final when they have been confirmed in writing by the buyer.

\* Orders can only be cancelled with the specific acceptance of one of our company's managers. Articles and products produced specifically for the buyer cannot be returned under any circumstances whatsoever.

\* The cancellation of an order entitles DOM RONIS to demand payment of damages to DOM RONIS whose amount will be calculated proportionally to the total order value in function of advancement of the order in production.

\* DOM RONIS reserves the right to keep a minimum of 50% on the order amount if goods are sent back following cancellation, with transport charges remaining for the customer's account.

\* For each order, DOM RONIS applies the following service charges: 30 € for a product invoice of less than 1000 € excluding VAT., 50 € for a product invoice from 1000 € to 3000 € excluding VAT. Above 3000 €, DOM RONIS charges shipment costs on a basis of 0.45 €/kg.

\* DOM RONIS reserves the right to make any technical modification if considered necessary to our products.

\* A deposit can be required before delivery of a large order or an order involving specific tooling.

## PRICES

\* Our prices are established exclusive of VAT, excluding packing and ex works, for all goods (excepting any specific clause agreed to the contrary).

\* DOM RONIS applies a minimum invoice amount of 250 € excluding VAT.

\* If, on account of the buyer, the delivery cannot take place at the agreed date, the goods delivered will be invoiced at the price in force at the actual date of delivery.

## INVOICE

From 2016 Dom Ronis reserves the right to send the invoices by mail only.

## DELIVERY OF GOODS

\* The production lead-time is given for the buyer's information only. No delay can give rise to any payment for damages of any kind in favour of the buyer, who can himself not cancel or reduce his order or refuse delivery of the goods.

\* DOM RONIS has no delivery obligation whatsoever in the case of unforeseeable circumstances or an act of God, in particular in the case of a strike.

\* Our goods are made available to the buyer at our factory.

## TRANSPORT - CUSTOMS – INSURANCE

\* All transport, customs and insurance operations are for the buyer's account, under the buyer's exclusive responsibility and always at his own risk.

\* It is the receiver's responsibility to check the goods on reception, to make any reserves and, if necessary, to make any claims against the transport company, in the required form and within legal time limits. DOM RONIS can in no way be considered as the transport company, customs agent or forwarding agent and cannot be held responsible on these accounts.

## CONFIDENTIALITY

The studies, plans, drawings and documents given or sent by DOM RONIS remain the sole property of DOM RONIS; they cannot as such be communicated to a third party by the buyer for any reason whatsoever.

## TERMS OF PAYMENT

\* Our invoices are exclusively payable to « SOCIETE DOM RONIS ».

\* The price is payable at 30 days from end of month following delivery date, excepting a written agreement to the contrary between the parties.

\* The price is payable net and without any discount whatsoever on order for any first order.

\* Any amount which remains unpaid at the maturity date will give rise to payment of a late payment penalty, ipso jure and without any formal notice whatsoever, calculated by application of an interest rate equal to three times the legal interest rate to all the amounts outstanding.

\* In the case of non-payment, even partial, of an order at maturity date, the amounts owed for this order, or for other orders already delivered or being delivered, will be immediately payable following formal notice lawfully served by DOM RONIS by registered post with acknowledgement of receipt. Without prejudice to the above, DOM RONIS reserves the right to suspend or interrupt, if it deems necessary, any delivery, whether the latter is related to the same order or to another, or to cancel the sale.

\* In the application of this clause, all orders will be deemed to be part of the same contract.

\* We reserve the right to ask the buyer at any time for all the guarantees we deem necessary for the proper execution of the commitments taken on by the buyer.

## AFTER SALES SERVICE

The «after sales» responsibilities are shared between DOM RONIS, supplier of the products, the installer of these products and the user/building owner. The responsibilities of DOM RONIS remain strictly those of a manufacturer, i.e. they are limited to a guarantee of the good quality of the product such as it is received by the customer.

In particular, our responsibility is not binding in the following cases:

- when installation has not been carried out according to good engineering practice,

- when the products have been modified by the user/installer, even to a small degree,

- when the user has committed negligence, mistakes or oversights,

- when our products have been used improperly or in inappropriate applications.

Any material defect having this type of cause cannot give rise to any indemnity and form the reason for a replacement request. We decline all responsibility concerning the direct or indirect consequences of these faults.

## RESERVATION OF PROPERTY

\* The goods delivered remain the property of DOM RONIS until full payment of the price. The price includes: the price in principal inclusive of VAT, charges and interest. Payment is deemed effective on actual receipt of the amount, the remittance of bills of exchange or any other drafts establishing an obligation to pay being reputed not to constitute payment, even if DOM RONIS has presented these bills.

\* Although the property of the goods is only transferred after full payment of the price as indicated above, the responsibility for the goods is transferred to the buyer as soon as they are dispatched : the buyer assumes all the risks that the goods run or cause. He must, every time that DOM RONIS requests it, justify that he has contracted an insurance policy on behalf of whom it may concern to cover these risks and that he has paid the related premiums.

\* In the case of non-payment by the buyer, DOM RONIS, without losing any of its rights, can demand, by registered post with acknowledgement of receipt, the return of the goods at the expense and risk of the buyer. DOM RONIS can unilaterally and immediately draw up a list of unpaid goods in the buyer's possession. Any legal fees are also for the buyer's account. Given the specific character of our products for each buyer, the buyer owes DOM RONIS a depreciation indemnity fixed at 4 % of the price of the goods per month the goods are held from delivery to return, as well as a penalty of 10% of the amount outstanding per day after date of maturity. These last two indemnities will be compensated with any deposit paid.

\* The buyer will make sure that the goods can always be identified. It is presumed that the goods in stock are the unpaid goods. If the goods have been processed without addition of material, it will be deemed that the modifications performed on the goods were carried out

for DOM RONIS's account. If new materials have been incorporated into the goods delivered or if the goods have been transformed, the buyer immediately gives up the property of the object resulting from the transformation in order to guarantee the rights of the seller as specified in the first paragraph.

\* The buyer is authorised, within the framework of the normal operation of his establishment, to sell the goods delivered, but he cannot use them as a guarantee, or transfer their property by way of a guarantee.

If the goods are sold, the buyer undertakes to immediately pay the part of the price remaining outstanding to the seller.

\* If the goods are seized or in the case of any other intervention by a third party, the buyer is obliged to inform the seller immediately; the authorisation for sale is withdrawn automatically in the case of a turnaround or winding up of the buyer's company by decision of court or non-payment at maturity date.

## WARRANTY

\* On the condition that our products have not undergone any modification whatsoever and have been installed in conformity with their characteristics, their destination and good engineering practice, our products are guaranteed against any manufacturing defect for a period of one year (two years in Italy) from delivery date. The same warranty covers products which may have been repaired and replaced by the seller in execution of the present warranty. In any case, the responsibility of the seller is limited to the replacement free-of-charge of faulty parts or, following prior agreement, the repair of faulty parts in his own workshop, including parts and labour and excluding all other expenses and indemnities, in particular expenses for carriage, dismounting, remounting, reconditioning, painting etc. If the parts cannot be repaired or replaced in the seller's workshop, the extra cost is to be borne by the customer. The contractual guarantee does not prohibit the buyer from invoking the legal guarantee which obliges the professional seller to guarantee the buyer against the consequences of faults or latent defects in the goods sold.

\* For all products which do not carry our brand, we merely pass on the manufacturer's guarantee.

\* The products which are not in our catalogue and specially produced at our customers' request cannot be returned or exchanged. If they are faulty they carry the same guarantee as the products in our catalogue.

## CLAIMS

\* Any claim for error, missing items or apparent defect must be put in writing to our sales department within 15 days following the arrival of the goods at the destination specified on the order.

\* We can accept no return of goods without the prior agreement of a DOM RONIS manager. The expenses incurred by a return of goods are for the buyer's account.

## DISPUTES

Any dispute, whatever the cause, will fall under the exclusive competence of the BOURGES commercial courts. It is formally agreed that this attributive competence clause is stipulated in the seller's interest; consequently the seller reserves the right to waive this clause and to commence proceedings before the competent court in the eyes of the law.

Date, signature and  
company stamp:

S.A.S : CAPITAL de 1 575 000 Euros  
SIREN : 345 004 147 00020  
APE : 2572 Z  
R.C.S : BOURGES 92 B 65  
N.I.I : FR 46 345 004 147