

GENERAL TERMS AND CONDITIONS OF SALE

Unless otherwise expressly agreed by the parties, the present general terms and conditions of sale shall apply.

ADHERENCE TO THE GENERAL TERMS AND CONDITIONS OF SALE

The placing of an order automatically entails unreserved adherence to the present general terms and conditions of sale. Those terms cannot be modified by any contrary stipulation included in the purchase order of the Buyer, or in Buyer's own general terms and conditions.

ENTRY INTO FORCE OF THE CONTRACT OF SALE

The contract of sale is not entered into, and is not effective until acceptance of the order has been notified in writing to Buyer.

REGULATIONS APPLICABLE TO HAZARDOUS GOODS

The sale, transportation and storage of explosive substances are governed by strict regulatory controls; Buyer is therefore, as an industry professional, deemed to be aware of the regulations and procedures in force specific to the products, and further undertakes to abide by their provisions. Buyer shall submit on request from Seller all official permits held by Buyer and shall inform Seller of any issue affecting the validity and/or scope of such permits.

It is expressly recalled that orders for goods are invariably accepted subject to actual issuance by the relevant authorities of the necessary permits. Seller cannot under any circumstances be held liable for the non-issuance of such permits and prejudice of any kind possibly resulting therefrom.

DELIVERIES

Due to the specific constraints applicable to the transportation of the products, delivery dates are given only as a indication. Where payment is made by means of a letter of credit, the indicated time to delivery shall begin to run only on the date of notification of the letter of credit.

RISK ASSOCIATED WITH THE GOODS

The products are considered to be available for delivery FCA Héry (Incoterms in force) and, even where despatched carriage free of charge, they travel at Buyer's risk, and Buyer shall be responsible for obtaining appropriate insurance cover and indicating, if applicable, any reservations in the usual manner to the carrier.

COMPLAINTS

No complaint can be considered unless it is made within three days of the date of receipt of the goods. However, complaints relating to invoice details (e.g. quantity – price) can be notified within one month of the date of receipt of the relevant invoice. After expiry of this period, no complaint will be considered.

PRICES

The price applicable is the price in force on the date of the offer of goods, subject to the period of validity of such offer. Prices shown in Seller's catalogue may be revised without prior notice according to financial and tax parameters applicable at the time of delivery.

EXTRA PACKING COST

If, at customer's request, a change is made to the means of transport, leading to a modification in packing to comply with regulations governing the transportation of hazardous goods, the extra packing cost shall be passed on in its entirety to Buyer.

PAYMENT

Invoices are due for payment 30 days from the end of the month (of the date of invoicing), at the registered office of Seller.

Any delay in payment shall lead to an increase in the invoiced amount, calculated according to the bank base rate in force in the country of Seller, without prejudice however to any other remedy that Seller may decide to seek.

Where part shipments are made, invoices shall be due for payment as and when received, without it being necessary to await complete delivery of the entire order.

RETENTION OF TITLE

Seller reserves title to the products delivered until full and entire payment of the price has been made. In this context, the term "payment" shall mean the delivery of bank drafts or any other negotiable instrument. Buyer is permitted, in the context of the operation of his business, to resell the products. However, Buyer is not entitled to pledge them, nor to transfer title thereto as security. Where the goods are resold, Buyer undertakes to inform Seller thereof immediately in order to allow the latter to exercise, if applicable, the right to claim the price from the third party purchaser. Consent to such resale is automatically withdrawn in the event of cessation of payments by Buyer.

INDUSTRIAL PROPERTY RIGHTS

Special design studies and tooling necessary for the execution of orders remain the absolute and exclusive property of Seller, even if invoiced to Buyer, whether in whole or in part.

In addition, in the event that an invention, whether patentable or not, results from such design studies, all rights of all and any kinds in and to such invention shall remain the absolute and exclusive property of Seller.

CONFIDENTIALITY – NON-COMPETITION

Buyer undertakes to keep confidential all documents and information which may be provided to it, to refrain from making copies thereof, and to take all necessary steps in order to prevent their disclosure to third parties. This obligation shall remain in force both throughout the duration of the business relationship between Seller and Buyer, and after termination of that relationship, irrespective of the reason for such termination, for so long as the documents concerned remain outside the public domain.

Buyer undertakes to refrain from using for its own account or for the account of any third party, the documents and information which may be provided to Buyer by Seller, and from making or having made any products or tooling identically to those of Seller. This obligation shall apply both throughout the duration of the business relationship between Seller and Buyer, and after termination of that relationship, irrespective of the reason.

GUARANTEE – LIABILITY

Seller guarantees the conformity of the products delivered with the order accepted by Seller and with the technical specifications applicable to the products. Given the technical constraints specific to the products, Seller cannot guarantee that the products will be free of all manufacturing defects for longer than a storage duration of 6 months in their original packing, as from the date of delivery.

Buyer agrees that it has expertise in the field of the use of initiation systems and formally acknowledges that no guarantee has been given to Buyer regarding the appropriate use of these products by Buyer or any person to whom Buyer may entrust them for safekeeping, and possible participation of Seller in demonstrations shall under no circumstances justify any assumption to the contrary.

The only warranty obligation incumbent on Seller in the event of non-conformity of the products with the order or with the technical specifications applicable to the products is to replace them where they are defective. Notification of any such non-conformity must, if it is to be accepted, reach Seller within 30 days of delivery.

Seller's liability shall in all cases be limited to the sale price of the products, any other costs being excluded, even in the event that the products have been incorporated in other products as components.

Seller also declines all liability for physical injury, damage to property or prejudice, and for all losses, whether consequential or not, which may result from the possession, the implementation or the use of the products, any claim in this domain being expressly waived.

QUALITY – CONFORMITY

Where the products, prior to delivery to Buyer, have successfully passed either a final inspection carried out in compliance with the internal specifications of Seller, or a reception test carried out in compliance with Buyer's specifications, they shall be presumed to be free of any defect unless proven otherwise.

CANCELLATION OF ORDERS

In the event of the cancellation of an order by Buyer, Buyer shall repay to Seller the entirety of all expenses incurred by Seller in executing the order, on production by Seller of supporting documentation. In addition, the cancellation of an order by Buyer shall entail the payment to Seller, as compensation, a sum equal to 30% of the total value of the order cancelled.

FORCE MAJEURE

Seller shall be freed of his contractual obligations in the event that contingencies beyond his control and affecting his business, suppliers or subcontractors prevent normal fulfilment of the order: such events include, without limitation, acts of government, embargo, war, insurrection, riot, fire, explosion, floods, natural disasters, non-availability of raw materials, non-availability of means of transport, and breakage of machinery.

EXPORT SALES

Export sales are governed by the rules laid down in the "Incoterms" published by the International Chamber of Commerce (PARIS) as in force on the date of the price quotation by Seller. Where a contradiction exists between the aforementioned rules and the present general terms and conditions of sale, the "Incoterms" shall have priority. Conversely, the present general terms and conditions shall apply to all matters not governed by the "Incoterms".

In the event that no provision in the "Incoterms" has been used in the quotation given by Seller, the sale shall be deemed to have been made "ex-factory" and the products shall be considered to have been delivered immediately they are made available to Buyer on the premises of Seller or at any other agreed location, without execution of the customs formalities applicable to exports, nor any loading of products for the purpose of their collection.

FORUM

It is expressly agreed by the parties that for the purposes of the performance of the present terms and conditions and all matters arising therefrom, domicile is elected by both Buyer and Seller within the jurisdiction of the competent courts of ROUEN in France. As a consequence, only the aforementioned courts shall be competent to hear disputes arising from these terms and conditions and any matters arising therefrom, even where there is a plurality of defendants or introduction of third parties.

The acceptance of bank drafts or other forms of payment shall not be deemed to entail novation, nor any exception to the present clause determining the appropriate forum.

Governing law shall be French law.

In the event of a contradiction between the French-language and English-language versions of these general terms and conditions of sale, the French-language version shall be operative.