

GENERAL TERMS AND CONDITIONS OF SALE

Translation into English: see article 13

Article 1: General Information

The general terms and conditions of sale as described below list the rights and obligations of REVEYRON SAS and its customer in connection with the sale of the following goods: conveyor belts and associated products (accessories and equipment) and belt bend conveyors.

Article 2: Products

1. The photographs, drawings, characteristics, plans, descriptions and technical data of the goods displayed in the presentation brochure, the catalog of the company REVEYRON SAS and the website are only indicative. The company REVEYRON SAS expressly reserves the right to modify at any time the characteristics and prices of its products. REVEYRON SAS retains all rights to the drawings and technical documentation provided to the buyer.
2. For each product, the company REVEYRON SAS has at its disposal a technical datasheet that can be made available to its customers.
3. Only the characteristics and prices of the products that are expressly noted on the order confirmation following the acceptance of REVEYRON SAS of the customer's order are of contractual value. Our belts and accessorized belts are subject of manufacturing tolerances. Those are mentioned on the website of the company REVEYRON SAS under the heading "manufacturing tolerances".

Article 3: Order acceptance

1. These General Terms and Conditions of Sale of the company REVEYRON SAS apply to all offers made by REVEYRON SAS and to contracts concluded between REVEYRON SAS and its customers and prevail over all conditions of purchase (the applicability of the general conditions of the customer is expressly excluded). Any order implies, on the part of the customer, the acceptance of these conditions. As a result, no clause to the contrary can be opposed to the company REVEYRON SAS if it has not formally accepted it.
2. The buyer must send the seller a written order.
3. These general conditions apply to all sales and services carried out in France or internationally by the company REVEYRON SAS with professional buyers.
4. The sale is definitively concluded when the company REVEYRON SAS sends the customer the order confirmation (ARC).
5. Any request for modification to the initial order will only bind REVEYRON SAS after its express and written acceptance.

It will lead to changes of the initial prices and delivery times and their redefinition by mutual agreement.

Any cancellation of an order, even partial, gives rise to the right to compensation for the benefit of REVEYRON SAS, up to the total amount of the canceled order, depending on the progress of the order.

The occurrence of a fortuitous event or force majeure automatically entails the suspension of the order and the postponement of delivery times without compensation for the customer.

Article 4: Prices

1. The firm and final price is the one accepted in the order confirmation (ARC).
2. The company REVEYRON SAS grants itself the right to modify its prices at any time.
3. The minimum amount of an order accepted by the company REVEYRON SAS is 80 € HT, excluding shipping costs. For orders under 350 €, a participation of 25 € will be added.

Orders greater than or equal to € 350 excl. taxes include postage and packaging costs (carriage paid), for deliveries in mainland France, with the exception of goods requiring packaging and/or special charter or gross weight over 100 kg. For orders outside mainland France, prices are understood to be ex-works.

4. In accordance with article 262 TER of the CGI, any intra-community trade is exempt from VAT. All prices are exclusive of tax.

Article 5: Discounts

No discounts, reductions or rebates are included in the prices.

Article 6: Discount for immediate payment

No discount will be granted for early payment.

Article 7: Payment

1. We only accept payment of invoices by bank transfer. We do not accept any other forms of payment.
2. In France, payment must be made within 45 days of the end of the month from the issuance of the invoice.
3. For transactions carried out with a professional client outside France:
 - Payments between companies belonging to the European Union must be made within 60 days of issuance of the invoice (according to Directive 2011/7. EU)
 - in other cases (overseas export), the payment terms are defined individually.

Article 8: Late Payment

1. In the event of total or partial non-payment of the goods delivered on the day of receipt, the buyer must pay REVEYRON SAS a late payment penalty equal to three times the legal interest rate. The legal interest rate used is the one in force on the day of delivery of the goods. From January 1, 2015, the legal interest rate will be revised every 6 months (Ordinance n° 2014-947 of August 20, 2014). This penalty is calculated on the amount including tax of the amount remaining due, and runs from the expiry date without any prior notice being necessary, even if transport, delivery, assembly, commissioning have been delayed or made impossible for reasons which are not attributable to REVEYRON SAS.

In addition to late payment, any sum, including the deposit, not paid on its date due date will automatically produce the payment of a lump sum indemnity of 40 euros due to under collection costs. Articles 441-6, I paragraph 12 and D. 441-5 of the Commercial Code.

2. The company REVEYRON SAS reserves the right to request additional compensation if the actual recovery costs incurred exceed this amount on presentation of supporting documents.
3. In the event of late payment, REVEYRON SAS reserves the right to suspend or cancel pending orders without paying any compensation to the buyer and to claim damages for the damage suffered.
4. In the event of deterioration of customer credit, previous unpaid debts or doubts about its solvency, the company REVEYRON SAS reserves the right to modify the payment deadlines, to require the early payment of the order and the invoices in progress, to suspend orders in progress pending the provision by the customer of a bank guarantee or to terminate the contract concluded with the customer.
5. Any deposit paid is definitively acquired, in the event of cancellation of the order, and may not give rise to a refund.

Article 9: Transfer of ownership - Transfer of risks - Transport

1. REVEYRON SAS retains ownership of the goods sold until payment full price, in principal and in accessories. As such, if the buyer is subject to a reorganization or judicial liquidation, the company REVEYRON SAS reserves the right to claim, in the context of bankruptcy proceedings, the goods sold and remained unpaid.
2. However, the goods always travel at the risk and peril of the customer, as soon as the goods are handed over by the company REVEYRON SAS to the 1st carrier, as soon as they leave the factory. Consequently, the customer undertakes to ensure, at his own expense, the products ordered by an ad hoc insurance until the complete transfer of ownership and to justify this to the latter upon delivery. Otherwise, the company REVEYRON SAS is entitled to delay delivery until the presentation of this proof.
3. The customer will take all appropriate measures to prevent any infringement of the seller's property rights.
4. If the delivered goods have been incorporated into other goods, or added to other goods, this retention of title remains and the goods can be claimed as long as they remain identifiable.

Article 10: Delivery Time

1. The delivery times are given as an indication, the company REVEYRON SAS therefore cannot be held liable in the event of late delivery, which cannot give rise to penalties.
2. It is up to the customer to check in the presence of the carrier the good condition of the delivered goods. In case of damage or missing, the customer must:
 - indicate the usual reservations on the transport document,
 - confirm these reservations by certified letter with acknowledgment of receipt to the offending carrier within 3 days of receipt of the goods.
3. In the absence of a reservation expressly formulated by the customer, according to the above terms, the products delivered by the company REVEYRON SAS will be considered as conforming in quantity and quality to the packing list.

Article 11: Force majeure

REVEYRON SAS cannot be held liable for not complying to any of its obligations described in the these general terms and conditions of sale if this failure is a result of a case of force majeure. As such, the force major means any external, unforeseeable and irresistible event within the meaning of article 1148 of the Civil Code.

Article 12: Guarantees

1. The buyer must ensure that the product ordered from REVEYRON SAS corresponds to his needs. Under no circumstances can the seller be held responsible for errors related to a lack of information or erroneous data on the part of the buyer.
 2. Beyond the contractual guarantee of 6 months for the belts and 12 months (or 2000 hours)) for the conveyors, no guarantee of hidden defects between professionals of the same specialty is due by the company REVEYRON SAS, by derogation in article 1641 of the Civil Code.
 3. The products sold by the company REVEYRON SAS benefit from a contractual guarantee of 6 months for the belts and of 12 months (or 2000 hours) for the conveyors (excluding parts that are subject to wear and tear). This period takes effect on the date of shipment, except for curved conveyors which are installed by REVEYRON SAS. In the latter case, the warranty starts once the installation is completed.
- If the dispatch, the completion of the assembly or the implementation of the acceptance procedure are delayed, for reasons which are not attributable to the seller, the guaranteed period shall expire at the latest 18 months after the notice informing the buyer that the delivery is ready for shipment.

4. This guarantee covers the non-conformity of products with the order and any hidden defect resulting from a material, design or manufacturing defect affecting the delivered products and rendering them unfit for their use.

This contractual guarantee is limited to bringing the defective product or component into conformity or replacing it and may in no case be extended to other ancillary costs (including direct or indirect damage, current or potential).

Only the product delivered by the company REVEYRON SAS is guaranteed, which excludes any guarantee as to the functioning and performance of the assembly in which this product is installed.

5. In order to assert his rights, the customer must, on pain of forfeiture of any action relating thereto, inform the company REVEYRON SAS in writing of the existence of the defects within a maximum period of 5 days from their discovery.

The warranty cannot intervene if the products have been subjected to abnormal use or have been used under conditions different from those for which they were manufactured, in particular in the event of non-compliance with the conditions prescribed in the technical datasheets.

The warranty does not apply either in the event of deterioration or an accident resulting from impact, fall, negligence, lack of supervision or maintenance or in the event of transformation of the product. Defects resulting from storage, assembly, transformation or other modification of the products sold are also excluded from this warranty.

Furthermore, the warranty does not apply if the defective material or design is the responsibility of the purchaser, who must ensure the suitability of the product purchased for the conditions of its actual use. The warranty ceases if the buyer, or a third party appointed by him, makes modifications or repairs without the seller's consent, if original spare or wearing parts are not used, if the buyer does not take immediately the appropriate measures to reduce the damage when a defect occurs, or if the buyer does not give the seller an appropriate opportunity to remedy the defect. No guarantee will be possible concerning the dimensions of the products if they comply with our manufacturing tolerances. No warranty claim will be accepted in the event that information essential to the proper functioning of our product has not been communicated to us.

6. The coverage under this warranty occurs after the product has been returned to the factory for expertise and verification that it is indeed an internal defect in the product and covered by this warranty.

7. The costs related to the sending for the return of the product are the responsibility of the customer. Any return for any exchange or repair assumes that the merchandise arrives in good condition, carriage paid and packaging to the seller. The return of goods under warranty cannot be made without the prior consent of the seller. This is in no way considered an acceptance of said warranty. Repair or replacement of parts during the warranty period cannot have the effect of extending the warranty period for the goods.

8. Liability for defective products is excluded in the event of damage to the goods.

Article 13: Applicable law - Language of the contract

By express agreement between the parties, these General Terms and Conditions of Sale and the purchase and sale operations resulting therefrom are governed exclusively by French law. These terms are written in French. **This approximate translation in English is only for your information.** The sole valid and applicable text is the French original text which will prevail in the event of a dispute.

Article 14: Clause conferring jurisdiction

All disputes that may arise between the parties concerning this contract, its validity, interpretation, execution or termination, will fall under the exclusive jurisdiction of the Commercial Court of Bourg en Bresse, even in the event of multiple defendant or proceedings of appeal in question, or guarantees. This competence clause prevails over any other clause to the contrary of the client. These provisions also apply in the event of summary proceedings.