



General sales conditions

1- Acceptation of orders

All orders entail adherence without reservation to our General Sales Conditions, notwithstanding any conflicting requirements appearing in the General Purchasing Conditions of our clients.

Orders must be placed in writing and must state clearly the full description (year and colour) of all products and accessories requested. The Company maintains the right to refuse any order not complying with its products references or including unavailable or discontinued items (only the model vintage must be taken into account and not the year registered in proof of vehicle ownership documents).

Special (personalised) orders or those featuring coloured fluorescent satin bubble markers cannot be neither modified nor cancelled without the Company's prior written consent.

2- Payment

Payments must be made in accordance with the conditions stipulated on our invoices. By formal agreement, except in the case of deferment requested within the stated time delay and accepted by the Company, non-payment of goods by the stipulated due date will lead to the imposition of a fixed penalty charge of 50 Euros per reminder letter and will oblige the immediate settlement of all outstanding sums as well as payment of damages and in accordance with the penalty clause: compensation amounting to 15% of all sums due plus interest calculated at a rate of 2% over the prime lending rate together with any legal costs incurred.

In case of banking rejection of your payments, we reserve the right to charge back bank charges incurred by us.

For late payment under a commercial transaction, a basic allocation of 40.00€ for recovery costs may be charged (Article D441-5 and 6 of the commercial code).

3- Prices

Our prices may vary monthly and without notice according to the cost of certain raw materials.

Prices must be confirmed at the moment the order is placed.

4- Delivery

In all cases, goods are transported at the risk of the Consignee, even if transport costs are covered by the Consignor. In the case of delay, missing goods or goods damaged in transit, it is the responsibility of the Consignee to exercise his right of appeal against the carrier, sole responsible. **Specific reservations must be made in writing on the driver's form upon arrival of the goods.** The Consignee does not have the right to defer payment to Ermamax under the pretext of damage in transit of the goods, or any other of the above mentioned eventualities.

5- Delivery Schedule

Indications of delivery times do not constitute a legally binding commitment on our behalf to deliver orders at a fixed date. Eventual delays do not give the Purchaser the right to cancel the order, to refuse the goods or to claim damages and/or penalty charges.

The **Ermamax** Company cannot be held responsible for non-fulfilment of contracts due to unforeseen circumstances of a serious nature (labour disputes, strikes, natural disasters, accidents, delays of our supplier, breaking or breakdown of plant and machinery, national or international economic restrictions) or any other incident of a fortuitous nature.

6- Good return

All complaints of missing or goods scratched, broken, must be registered within 48 hours following reception of the goods in order to be valid. The return of merchandise will only be accepted if we have given prior consent with a return number from the After Sales Service. The goods in question must be sent to us with all transport cost pre-paid by the Consignee: freight costs are refunded with the merchandise when the return is due to Ermamax. Acceptance only becomes definitive following inspection of the returned articles by the After Sales Service. Some goods cannot be returned or exchanged (refer to our information on the returns from the Ermamax dealer guide).

7- Damages and products use

Any article missing, broken, scratched or presenting any other defect must be signalled within the 48 hours following reception of the goods in order to be accepted. Complaints referred to us after this time period will not be valid.

All goods must be insured by the Consignee against damage in transit.

In the case of dispute upon reception of the goods, it is necessary to mention all faulty items on the delivery slip within the 48-hour time limit.

It is the responsibility of the Client to acquaint himself with all product characteristics and technical specifications, and in particular with the instructions for installation and use thereof. It is the Client's responsibility to implement the necessary procedures to permit the best possible use of the Products.

8- Property clause

In accordance with the law N°80335 of May 12 1980, it is clearly specified that the Purchaser will only become the rightful owner of the Products once payment in full of all outstanding sums has been effected. Non-payment of delivered goods by the agreed due date will lead to the rightful cancellation of the sales transaction. Furthermore, our Client will become the sole guardian, with regards to ourselves, of our articles from the moment that their delivery has been made, albeit he is not as yet the Owner. In particular he will assume sole responsibility of the aforesaid and take out insurance which he must justify in order to be covered against all risks incurred. The Client shall therefore not be able to plead on the grounds of loss, damage in transit, accidents or explosions, or in general call upon any motive whatsoever, in order to suspend payment in full of the price agreed at the time of ordering.

9- Jurisdiction residing choice

The choice of residence is made by our registered head office. Should a dispute arise concerning the interpretation or execution of a sales agreement, and in the case of lawsuits in general, even with guaranteed appeal or plurality of defendants, only the "Tribunal de commerce" (Commercial Law Courts) of Marseille will have the jurisdiction to intervene.