

# Terms of Sales

## FORT Pneus

The present general conditions of sale are systematically sent or given to each buyer to enable him to place an order. By the mere fact of placing an order with the seller, the buyer accepts the present general conditions of sale which govern all our contracts and prevail over any general or particular condition set by the buyer, except in the case of a formal and express derogation by the parties. The fact that the seller does not take advantage at a given moment of one of the present general conditions of sale cannot be interpreted as being worth renunciation to take advantage of it later.

### 1 • Order

1.1 • The orders taken, are final only after acceptance from the seller.

1.2 • Any request for modification or cancellation of an order by the buyer can only be taken into consideration if it has been notified to the seller before the goods are shipped. In case of refusal of this request by the seller, the deposits paid can only be returned in goods value.

1.3 • Invoicing costs amount to 3 euros plus VAT per invoice.

### 2 • Delivery, transfer, return

2.1 • Delivery times are given as an indication. The overtaking of the indicated deadlines cannot give place to damages, to deductions, nor to a cancellation of the orders in progress.

2.2 • Goods travel even in case of carriage paid shipment at the risk and peril of the consignees to whom it belongs to safeguard any possible recourse against the carriers in case of shortages, damages, delays, etc... Consequently, the buyer must ensure the condition of the goods at the time of delivery. In the event of damage or shortages, the buyer must express his reservations in writing on the transport document and confirm them to the carrier by registered letter with acknowledgement of receipt within 3 days of delivery. The buyer shall immediately inform the seller by sending a copy of the aforementioned registered letter with acknowledgement of receipt.

2.3 • Any return of goods, formally accepted by the seller, will lead to the creation of a credit note for the benefit of the buyer after qualitative and quantitative verification of the returned products. The costs and risks of the return are always at the buyer's expense.

### 3 • Warranty

The seller's warranty is limited in all cases to that of the manufacturers. The seller cannot be held responsible for any damage whatsoever resulting from abnormal use of the product sold or caused by its wear and tear. The seller's instructions concerning the storage, mounting, inflation, pressure and use of the tires must be respected by the buyer or his agents. If this is the case, the seller's responsibility will not be engaged.

### 4 • Prices, terms of payment, penalties

4.1 • The seller's prices are subject to change without notice and invoicing is based on the price in effect on the day of delivery, regardless of the date of the order. Unless otherwise expressly agreed, the goods are payable in cash upon receipt of the invoice or by bank transfer at the end of the month. The place of performance of the obligation to pay the price of the goods as well as any other claim for payment of sums of money is in Nîmes, on the seller's bank account shown at the bottom of the invoices.

4.2 • In the event of non-payment of a single invoice on its due date, for whatever reason, the seller may immediately suspend all orders in progress. A dispute concerning a delivery cannot justify a delay in payment and the blocking of a promissory bill or a draft. Disputes shall be settled by means of a credit note as soon as the proofs presented by the buyer are recognized by the seller and within 15 days at the latest.

4.3 • The discounts, bonuses or special prices granted on the seller's invoices are for payment on the due date. In the event of non-performance, the invoices will automatically and by right be increased by the amount of these discounts or rebates granted on the current price list, without prejudice to the interest which will run by right in the event of non-payment on the due date. In the event of non-payment, 48 hours after a formal notice has remained unsuccessful, the sale shall be terminated by operation of law if the seller so wishes, and the seller may request the return of the goods in summary proceedings, without prejudice to any other damages. In the event of payment by bill of exchange, failure to return the bill of exchange will be considered as a refusal of acceptance and will be considered as a default of payment. Likewise, in the event of payment by instalments, the non-payment of a single instalment will result in the immediate payment of the entire debt, without formal notice. Unless the seller opts for the resolution of the sale, in case of delay as well as in case of default of payment, all the sums which would be due to the seller for other deliveries or for any other cause, will become immediately payable even if they gave place to drafts.

### 5 • Reservation of property

The transfer of ownership of the goods is suspended until full payment of their price in principal and accessories, it being specified that the acceptance of bills of exchange or any other securities containing an undertaking to pay on time does not constitute such full payment. The goods mentioned on each invoice therefore remain the property of the seller until full payment of the amount of the invoice. Failure to pay one of the due dates may lead to the reclamation of the goods sold. In case of partial use, an invoice will be issued in proportion to the wear and tear plus 50%. If goods are delivered and have been the subject of several invoices corresponding to successive deliveries, the payments made by the buyer are deemed to be charged to the oldest invoices. Under no circumstances may the purchaser pledge or hypothecate the goods not yet paid for. In the event of seizure by third parties, the purchaser must immediately inform the seller and the seizing third party. Notwithstanding the suspension of the transfer of ownership, the buyer has custody of the goods and bears the risks as soon as they are shipped, with the obligation to take out the corresponding damage insurance.

### 6 • Jurisdiction, contestation

In case of dispute of any kind or contestation with a commercial buyer, only the Commercial Court of Montpellier is competent. This clause applies even in case of summary proceedings, incidental demand or plurality of defendants and whatever the mode and methods of payment. The laws applicable to all disputes are French laws only.

By accepting these terms and conditions, I agree that FORT PNEUS may offer me new products or services by email. I am informed that I can unsubscribe at any time from email communications

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Date: .....

Company stamp :