

GENERAL TERMS AND CONDITIONS OF SALES AND USE

GENERAL

Our general conditions of sale apply in all their provisions. They define the conditions under which we supply our products to a professional buyer who requests them through our website, by direct contact or in paper form. All other conditions don't engage us only after written confirmation from us for all present and future orders. No contrary clause established by the buyer can come to infringe. The only fact of placing an order after opening an account is the unreserved acceptance of these terms and conditions of use of our website for electronic orders. In accordance with the applicable regulations, these General Conditions of Sale are systematically communicated to any buyer who requests it, to enable him to place an order. Any order of products implies, on the part of the purchaser, the acceptance of these General Conditions of Sale and the general conditions of use of our website for electronic orders.

• QUOTATION

It's the customer's responsibility to take the quotations and validate them for order. Even if he is assisted in this exercise by the commercial technician of FTFM La Toulousaine, the latter can't replace the customer. FTFM La Toulousaine will not accept litigation related to the taking of dimensions or dimensional errors involving a sales technician or headquarters.

• QUOTE – CREATION – ENGINEERING – PRODUCTS ADAPTATION

Our quotes mention a period of validity. After this period, the conditions of the quotations can be modified according to the economic conditions.

The property, particularly intellectual, of our creations, technical solutions on specific projects, engineering, remains acquired to us.

In all cases and in accordance with the EN 13241-1 standard, it's the responsibility of the customer, its advisors, or the prime contractor, under their responsibility, to ensure the adequacy of the products ordered to FTFM La Toulousaine with the use that will be made by the end customer and to verify that the products are suitable for the type of implementation, the conditions of use and conditions of installation of the construction site (including constraints related to the exposure of sites or to their possibly aggressive environment (acidity, salinity ...)).

A quote will never be considered by FTFM La Toulousaine as a legal document worth acknowledgement receipt of order.

• TECHNICAL CONCEPTION OF PRODUCTS

The technical designs of catalog and non-catalog products are given for information only.

FTFM LA TOULOUSAIN reserves the right to make any changes to the products deemed useful to improve the technical or aesthetic quality, or in the case of difficulty of supply and without notice.

• DIMENSIONS

The maximum manufacturing dimensions are given in the technical booklet (chapter "limit of use")

• ORDERS

It's reminded that our products are intended for professionals of the closure, the building and the construction. Consequently, FTFM La Toulousaine reserves the right to refuse to consider any order deemed abnormal in this respect.

1 – RECORDING THE ORDER

No order will be taken into consideration if it's not placed on order form (a model is in our catalog or on our website) signed and stamped by the customer and after verification and validation by double click on our website or by any other written support emanating from the client. A returned quote signed and stamped by the customer will be considered as an order.

2 – VALIDATION OF THE ORDER

The sale is definitively concluded only when we acknowledge receipt, in writing (mail, mail or fax), the purchase order or the signed and stamped quote and all the technical and financial elements necessary for the launch in production.

We are only engaged by the characteristics of the order which haven't been modified on the acknowledgment of receipt of order in quantity, quality, dimensions, and terms of payment. This acknowledgment of receipt of order is always sent by fax or mail.

Consequently, the customer must ensure :

- 1) he has received the acknowledgment of receipt corresponding to his order.
- 2) that the terms of this acknowledgment of receipt of the order correspond fully to his order, whatever the prior documents used (quote, plan or any other document, possibly source of interpretation).

In case of dispute, it's the content of the acknowledgment of receipt of order of FTFM La Toulousaine which is valid.

No dispute will be accepted mentioning a "quote error", a "mismatch between order and quote", a "bad interpretation of plan" ... etc.

The benefit of the order is personal to the customer and can't be assigned without our prior written consent.

3 – REFUSAL OF THE ORDER

In case if a customer places an order without having made the payments due, we may refuse to consider the order and deliver the products without the customer can claim compensation for any reason whatsoever.

4 - MODIFICATION OR CANCELLATION OF THE ORDER

No change or cancellation of an order that has been confirmed in writing is possible without our express agreement. In any case, we reserve the right to charge the processed order part. In case of accepted change, a new manufacturing time is indicated.

5 - PRICE

The price of products is included in our price list and quotations. They are net and without discount.

We are only strongly committed by the prices listed on the quotations in force at the time of the order, or by the prices having been the subject of a written confirmation from us.

Prices are exclusive excluding taxes, departure from our factories, even for transportation provided by us, and products packaged adequately in relation to delivery conditions.

Our prices are subject to change without notice.

The validity period of the awarded prizes is mentioned on each quote.

6 – MANUFACTURING DELAYS

The manufacturing delays indicated in our order acceptances are given as an indication; their overrun can't, in any case, result in cancellation of the order or the payment of any compensation.

Manufacturing delays open from the acknowledgment of receipt of the order issued by us and the availability of all technical data necessary for the production, possibly accompanied by financial elements as it is said to the "Payments" article below.

7 - DELIVERY

Supply of goods and services by the Company to the Customer shall (unless other terms of supply have been agreed and accepted by the Company in writing on an order by

order basis) be Ex Works (the Company's premises).

Delivery of, and transfer of risk of loss and damage to, goods to the Customer shall be deemed to take place upon the Company making the goods available for collection by the Customer Ex Works (the Company's premises) (unless other terms of supply have been agreed and accepted by the Company in writing on an order by order basis). The Company shall not be responsible for any loss or damage to goods in transit or otherwise once they have been delivered to the Customer as aforesaid.

If (where applicable) the Customer has not made or notified the Company of arrangements for delivery, the Customer hereby authorises and requests the Company to nominate a carrier to take delivery of the goods from the Company on behalf and at the risk of the Customer for carriage to the Customer or as the Customer directs. Arrangements for insurance of the goods are the responsibility of the Customer. Where the Company nominates a carrier on behalf of the Customer, all freight and other carriage charges will be billed to the Customer.

Signature of any delivery note by any agent, employee or representative of the Customer (or where delivery is to the Customer's carrier, by such carrier or its agent) shall be conclusive proof of delivery.

Whilst the Company endeavours to effect deliveries or execute orders by the requested or estimated date, the Company shall not be liable for any loss or damage whatsoever (including, without limitation, special or consequential loss or damage) caused directly or indirectly by any early delivery or delay or failure to deliver. The Company reserves the right to make delivery in instalments and to invoice each instalment as a separate order.

8 – CLAIMS – RETURNS

Any claim for non-compliance must be made in writing, registered, within 3 days of receipt of the products.

The credit note concerning this return will be established only if the returned merchandise presents the non-functioning described as a cause of return, without any additional damage, and if it's correctly packaged and referenced.

Our responsibility remains limited to the supply only of the replacement products (the exchange or the replacement of the products) or to the complement of the products, without the customer being able to claim any compensation or the resolution of the order or damages related to installation times, fixed assets, transport costs, security costs, equipment rental, etc.

No returns will be accepted without our prior express agreement. In case of return accepted by our company, the return must be made, in all cases, to our production unit, no later than thirty days of delivery, by the carrier chosen by our company.

The customer can't alone decide to destroy or throw out of a component/product considered defective. Unless specifically authorized by FTFM La Toulousaine, no credit note can be

established without prior return of the product concerned.

After-sales service files can't be used as a reason to refuse payment of a previous receipt and claims don't suspend the payment of the goods concerned.

9 - WARRANTY

The warranty of the products is according to the French technical standards in force on the day of the delivery. The guarantee can only play if a claim is made within the time limit below.

The customer benefits for all the products a warranty of two years from the delivery against any defects of material and manufacture (Article 1641 and following of the Civil code). The customer is required to prove these defects or vices. The warranty is limited to the free supply of parts necessary for the repair or replacement of defective proven parts. Our warranty stops automatically if our client hasn't notified us of the claimed defect within 20 clear days from its discovery.

Some products listed may benefit from a contractual warranty of more than two years, specified for each product concerned in the Catalog or on the website.

The following are excluded :

- abnormal use, even temporary,
- in case of shock, fall, negligence or transformation
- a defective storage,
- incorrect handling before or after assembly,
- to an installation not in compliance with the rules of the art and the standards in force,
- knocks or scratches after installation and during the construction period,
- a lack of maintenance,
- normal wear,
- modifications or replacements of the original parts without our agreement.

FTFM La Toulousaine never take charge of the consequences of a product laid without respecting the installation instructions and/or the obligations imposed by the standards in force.

Motorized systems will only be guaranteed if the installer has signed a maintenance contract that use the requirements of our maintenance booklet.

The repair, modification or replacement of parts during the warranty period indicated above can't have the effect of extending the initial warranty period.

- Given the principle of operation of a metal roller shutter, no guarantee of the durability of the painting on the bulkhead is possible.

- The colors (pallet RAL or FIJI or other) are given as an indication and are subject to variations of batches, baths, reference fram.

- Coating of aluminum gates : It will be considered normal if, from the front, at a distance of 3 meters, with an oblique angle of about 60 °, without direct radiation of the sun, without conventional lighting not directed, observed for 30 seconds, the coating of significant surfaces (essential for appearance and use) doesn't show excessive roughness, line of coulure, bubble, inclusion, crater, blister.

- FTFM La Toulousaine technical sales staff may participate, in support of an installer, in adjustment or analysis, but without any liability, the construction site concerned remains under the full responsibility of the installer.

10 - RESPONSIBILITY

The sketches and suggestions of our catalogs and documentation are purely indicative. They are not part of the contract and don't engage our responsibility. It is therefore the responsibility of the purchasing professional, under his responsibility, to ensure before use that the products are suitable for the type of implementation and the specific conditions of use for which they are intended.

Moreover, no one may rely, for the award of compensation or the establishment of liability, opposition or possible observations of a control organization in the assembly and installation of products.

11 – OPENING A CUSTOMER ACCOUNT

The opening of a customer account is made after acceptance by the customer of the general conditions of sale; the acceptance must be signed and stamped by a person authorized to commit the company, without any modification.

The account opening file is accompanied by a bank identifier code (BIC) of the bank domiciliation regulations, an extract from the register of trade and companies (K bis), the company registration number, a certificate of registration in the trades register.

12 - PAYMENTS

Where credit facilities have been approved by the Company, payment for goods and services shall be due and payable by the Customer by the last business day of the calendar month following the month in which the invoice for the respective goods or services is issued by the Company; provided however that in the event an Event of Default occurs all actual and contingent amounts owing by the Customer to the Company whether or not then due for payment (including, without limitation, for orders which have been accepted by the Company but which have not been filled or delivered) shall be due and payable by the Customer upon demand by the Company.

The Company reserves the right to terminate all or part of the Customer's credit facility at any time in its absolute discretion and to require full or part payment with order or prior to delivery.

Without prejudice to our other rights, any default or late payment shall entail the application (i) of late penalties equivalent to the rate applied by the European Central Bank to its most recent refinancing operation, plus 10 points, due from the day according to the settlement date shown on the invoice and (ii) the payment incident handling and processing fees equal to 20% of the outstanding amount and which can't be less than 150 Euros.

Moreover, any late payment between professionals gives rise, in addition to the penalties of delay, to the payment of a lump sum indemnity of 40 € for recovery costs.

The Company also reserves the right to the maximum extent permitted by law to charge all bank and other credit provider or facility fees and charges incurred by the Company in processing the Customer's payment, including (without limitation) by credit card or for dishonored payment.

The Customer agrees to pay all costs incurred by the Company for the collection of any monies owing by the Customer to the Company which are not paid when due (including, without limitation, commission charges by collection agencies and legal costs and disbursements (on an own solicitor/client indemnity basis), including (without limitation) instructing the Company's lawyers to provide advice in relation to, and/or to commence, the collection of monies owing by the Customer to the Company) upon demand by the Company.

13 – INTELLECTUAL PROPERTY

The use by the customer of any brand or logo belonging to us is strictly limited to the designation of realizations implementing exclusively to our products. This restriction applies to any written or oral communication. It's reminded that in application of the intellectual property Code, the total or partial reproduction of our documentations without our consent is illicit.

14 – DATA PROTECTION

The information collected during the quote or the order (by phone, mail or internet) are recorded in a computer file by FTFM LA Toulousaine for treatment order, delivery, billing, customer communication, product recalls, sales statistics, promotional mailings of a professional nature, newsletter or invitations. They are limited to names or corporate name, first name, company registration number, address of the head office, delivery address, phone numbers, fax, e-mails..., professional activity, IBAN and possibly last annual accounts. They are kept for the duration of the contractual relationship increased by years of legal prescription.

None of these data are transmitted to third parties with the exception of those necessary to carrying out transport. They are intended for the services of FTFM La Toulousaine.

You can exercise your right of access to your data, have them rectified or delete or request a limitation of treatment or oppose treatment and still exercise your right to portability of by writing to the protection officer datas: dpo@la-toulousaine.com or by phone +335.61.75.31.00.

All requests must be made in writing and be accompanied by a copy of an identity document; it will be processed within one month.

Any order validation wins acceptance of the possible use of data collected for the purposes above.

15 - DISPUTES

As an express agreement, it's attributed exclusive jurisdiction for all disputes that arise between the parties in the course of their business relations, application, interpretation or execution of these general conditions of sale, the Commercial Court of Toulouse, whatever the place of delivery, the method of payment and even in the event of an appeal in warranty or plurality of defendants.

16 - ACCEPTANCE OF PURCHASER

The present general conditions of sale as well as the prices and scales relating to the discounts, reduction and rebates attached, are expressly approved and accepted by the buyer, who declares and recognizes to have a perfect knowledge of them and renounces, of this fact, to use any contradictory document and in particular, his own general conditions of purchase.

Special cases :