

General conditions of sale

1. General

Unless otherwise stipulated in writing, these general conditions of sale (the “General Conditions”) will apply to domestic and export sales agreed by Texaa® (“Texaa”) with any professional buyer. The General Conditions will be systematically provided to each customer so that it can place orders either through Texaa® itself or through its sales agents, and will be deemed to have been accepted once the order has been placed. By placing an order, each customer irrevocably agrees to the full content of the General Conditions, unless specific conditions have been expressly agreed in writing by Texaa®. The General Conditions will set out all terms and conditions agreed with the customer, and will exclude any other documents originating from the customer, such as its general conditions of purchase, or from one of its subsidiaries or branches or from the carrier. In consequence, the General Conditions will annul and supersede all oral and written agreements as well as any exchange of correspondence that may have taken place before the order. The fact that Texaa® has not availed itself of any of these General Conditions may not be construed as a waiver of its right to avail itself of any one of the conditions at a later date.

2. Offers and orders

In no circumstances will Texaa® be committed by offers of supplies featuring in its publicity documents, including those on its website, these being for guidance only. Texaa® will be bound by orders taken by its agents, representatives or employees only if it has confirmed them in writing. Any deterioration in the customer's credit position may justify guarantees being required both before carrying out the orders received and thereafter if orders are carried out only in part. In particular, if the amount of the customer's order(s) exceeds the total amount of credit covered by Texaa®'s credit insurer for that customer, Texaa®'s acceptance of any order not subsequently fully covered by its credit insurer will be conditional on payment being made before delivery. In addition, Texaa® reserves the right to cancel an order if it considers that the customer's financial situation might prevent it from making payment within the agreed terms. In such a case, Texaa® will return any advance payments that may have been made.

3. Prices

Subject to any special condition to the contrary, prices will be deemed to be net of all discounts, will exclude tax and will be for delivery ex-Texaa®'s works, and will be calculated on the basis of the price list in force as of the date of receipt of the order, which will also determine the discount terms applicable. Charges will be subject to periodical revision and will be notified to the customer merely upon request, but no later than at the time of the order. An advance payment of 30% of the total price will be payable at the time of the order for the manufacturing process to begin. Texaa® will be entitled to suspend the performance of the order and in particular the delivery period until such time as the advance payment is received. Transport costs will be payable by the customer, subject to any special condition to the contrary. Any tax, dues, fees or other charges payable pursuant to current laws and regulations will be borne by the customer. In the case of an international sale concluded with a customer located outside French national territory, prices will be deemed to be EX WORKS (ICC Incoterms 2000), subject to any special condition to the contrary.

4. Payment of invoices

Invoices will be denominated in euros and payable at thirty (30) days from the end of the month calculated from the date of invoicing, subject to any special condition specifying a shorter term of payment. A discount of 1% of the total net price excluding tax will be granted for advance payment before delivery of the products to the customer, in accordance with article 5 of the Conditions of Sale. Payments will be forwarded to the place designated by Texaa® and, failing such designation, to its registered office. Any delay in payment will automatically lead to the payment of penalty interest at a rate of 12% per annum, with effect from the day following the payment date stated in the invoice, without limiting the right of Texaa® to claim for additional damages.

In addition, any customer which has failed to pay any invoice when due will automatically be liable to pay recovery costs to Texaa®, equal to an amount stated in French regulations (décret), without limiting the right of Texaa® to claim for additional damages.

5. Delivery, transport, transfer of risks

Delivery times are merely indicative, and in the event of failure to observe them Texaa®'s liability will not be incurred, nor will it lead to the termination or cancellation of the sale. The products will be deemed to have been delivered when they are made available to the customer in Texaa®'s facilities, the customer being so notified by any mean, unless otherwise agreed under specific conditions. International sales concluded with a customer located outside French national territory will be regulated in accordance with the ICC EX WORKS Incoterm (ICC Incoterms 2000), unless otherwise agreed under specific conditions. In consequence, **for all sales, risks will be transferred to the customer with effect from the time when the products are made available to the customer in Texaa®'s facilities, unless otherwise agreed. The transfer of risks to the customer does not trigger the transfer to such customer of title to the product.**

If any product remains in the facilities of Texaa® for a period exceeding 15 days after the physical delivery date agreed with the customer, any damage to the product related to the retention thereof shall be exclusively borne by such customer, whereas Texaa® shall not be liable therefor, and the sale shall not be cancellable or terminable on such ground.

6. Acceptance

On delivery of the products by the carrier, the customer will take immediate steps to conduct any verification required, recording any reservations in the carrier's receipt. In addition, pursuant to L 133-3 of the Commercial Code, the customer shall notify the carrier of any loss or damage by registered letter with advice of receipt within a period of three (3) days from delivery by the carrier.

The customer shall take all the customary precautions to this end.

Furthermore, any claim by the customer should be made against the carrier, which is the sole party liable both for damage incurred by the products during their transport and for any prejudice directly or indirectly arising there from (including in the event that such carrier was hired or recommended by Texaa®).

No return will be accepted without Texaa®'s prior formal agreement. This agreement may only cover products manufactured less than two (2) weeks prior to the date such return is requested, in their complete original packaging, in a suitable condition for resale and no later than 7 days after the date when the return has been agreed with Texaa®.

7. Warranty, liability

The customer is required to conduct a thorough inspection of any product when delivered, in order to identify any existing default or the non-compliance of such product. If no written reservations are delivered to Texaa® within a period of 10 days from the physical delivery of the products, it will be deemed that acceptance has taken place and that the products are compliant. By way of derogation, in the case of flexible coverings, acceptance will take place once the third “roll” has been installed. In cases of non-compliance recognized by Texaa®, non-compliant products will be replaced or refunded, at the choice of Texaa®, which will bear the costs of their return. Texaa®'s liability in respect of its warranty obligation for latent defects is expressly limited to the reimbursement or replacement of the defective products, and will exclude any other form of compensation. Such warranty is limited to a period of 6 months from the physical delivery of the products. Any claim for latent defect (which has not been identified in the course of the initial inspection that the customer is required to conduct at delivery) shall only validly be made in writing addressed to Texaa® no later than 20 days from the date when such defect was discovered, any other claim will be disregarded and deemed invalid. The replacement of any defective product will not increase the time period for which the warranty of Texaa® was initially granted.

The warranty of Texaa® is expressly excluded in the event of misuse, negligence or failure to properly maintain a product, by the customer, as well as in the case of normal wear and tear or force majeure. In addition, in any event, Texaa®'s liability is expressly excluded for any damage that the products may cause to any asset of the customer which are used by such customer for professional purposes, and for any indirect or immaterial damages, or any loss of profit or business, or any other similar damages.

In any case in which Texaa® might incur liability, it will be expressly limited to the value of the products concerned. The technical support information provided by Texaa® pursuant to its advisory obligation may not render it liable for any consequences that might ensue, in respect of either the customer's choice of products or their intended purpose, of which the customer, in his capacity as a professional, is the sole arbiter.

8. Retention of title

The transfer of ownership of products sold by Texaa® will expressly be delayed until such time as their full price, in capital and in incidental charges, has been collected. If payment has not been made by the due date, Texaa® will be authorized to reclaim all the products of the same type as those that have been delivered to the customer by Texaa® over the past twelve months and are in the customer's possession, to a value assessed on the basis of the Texaa®'s current price list, equivalent to the amounts outstanding between the parties on any grounds whatsoever. The customer may not dispose of the products in any manner whatsoever, either by assigning full ownership or by pledging them as security, up to the time of full payment. The customer undertakes to take out any insurance required to cover the products. If, however, the customer resells the products before full payment is made, it will undertake to acquaint any subpurchaser of the products with the provisions of this clause and its effect on the claim for the resale price not yet paid by the third-party sub-purchaser into the customer's hands, and Texaa® will retain the deposits paid as a penalty for the breach of the prohibition on the resale of the products before they are paid in full. The customer also undertakes not to pledge or assign as security the ownership of the Texaa® products. If the customer were to pledge Texaa® products, the latter would reserve the right to take back the products held by the customer, and all amounts outstanding would then become payable immediately, automatically and without further formality.

The above provisions may come into force as soon as payment is in default by a due date. Furthermore, if collective insolvency proceedings are opened against the customer, it shall inform Texaa® by registered letter with advice of receipt within eight days of the court order initiating the proceedings, to enable Texaa® to claim the products in kind existing among the customer's assets. At all events, the customer will ensure that it is always possible to identify the products on its premises.

9. Termination

If no payment has been made within fifteen days of a formal demand addressed to the customer by registered letter with advice of receipt, the sale may be terminated by Texaa® as of right and the products delivered shall be returned, notwithstanding any claim by Texaa® on the grounds of their deterioration or undue wear and tear. The advance payments received by Texaa® will not be returned and pending deliveries may be suspended. The termination may apply not only to the order in question but also to all previous unpaid orders, whether or not their payment has fallen due and whether they have been delivered or are in the process of delivery.

10. Choice of law and jurisdiction clause

The General Conditions applicable to any sale concluded between Texaa® and its customers will be governed by French law, unless otherwise agreed. **In the absence of amicable agreement, any dispute arising between the parties will be submitted to the jurisdiction of the Commercial Court of Bordeaux, even in the event of proceedings against the guarantor or if there is more than one defendant.**