

ROMUS - CONDITIONS OF SALES - 2012

I - GENERAL TERMS AND CONDITIONS OF SALE

- 1.1. These general terms and conditions of sale apply to any contract/order for the sale of goods concluded with any trade purchaser.
- 1.2. Unless otherwise specially agreed to by ROMUS, all placements of orders automatically entail the unconditional acceptance of these general terms and conditions, notwithstanding any contrary stipulation that might appear in any other documents such as flyers or catalogues issued by ROMUS, which are purely for indicative purposes and are subject to article 2.1 below.
Any terms contradictory thereto stipulated by the purchaser shall be void unless explicitly accepted by ROMUS, regardless of when such purported terms may have been brought to ROMUS' attention. In particular, the present terms cancel the purchaser's conditions of purchase and shall prevail over them in all circumstances.
- 1.3. The fact that ROMUS might not at a particular time demand compliance with any of these terms and conditions shall not be deemed a waiver of its right to subsequently prevail on such terms and conditions.
- 1.4. The photographs and drawings in our current catalogue are as realistic as possible, but are provided with no contractual obligation. These photographs and drawings are the property of ROMUS, and any reproduction is strictly prohibited.
- 1.5. The products shown may be changed or discontinued without notice, and ROMUS accepts no obligation to reinstate any product supplied previously or at present.

II - OFFER AND ACCEPTANCE

- 2.1. Any offer made by ROMUS remains valid for a period of 30 (thirty) days from the date on which said offer is sent to the customer, or for the period of time specified in the promotional document given to the purchaser.
- 2.2. No order received by ROMUS either directly or through its agents or representatives shall be regarded as definitive unless expressly accepted by the vendor in writing. That acceptance shall be deemed to have been given if ROMUS has begun execution of the order.
- 2.3. Rights in any order are specific to the purchaser and cannot be transferred without the vendor's prior agreement in writing.

III - PRICES – PRICING TERMS

- 3.1. The products are supplied at the prices in effect on the date of the order. Prices are quoted net, before taxes, FOB ROMUS' Champlan warehouse.
- 3.2. ROMUS reserves the right to change the prices and these general terms and conditions at any time, and undertakes to notify the purchaser of any such changes. The new prices and general terms and conditions shall automatically apply to any new order placed after said notification, except for orders already in process on the date thereof.
- 3.3. ROMUS' promotional sale prices are always subject to an express agreement confirmed by fax or letter.
- 3.4. The sale prices billed to ROMUS customers are established on the basis of the general prices and the general terms and conditions of sale.

IV - INVOICES – PAYMENT – PAYMENT TERMS

- 4.1. An invoice is issued for each delivery. The date on which the products are shipped is both the billing date and the start date of any deferred payment period. Payment is to be made to the vendor's registered office as indicated in the invoice. For special orders or custom-made merchandise ROMUS is entitled to require a 30% to 100% deposit before starting production.
- 4.2. ROMUS invoices are to be paid in cash. Payment terms of 30 clear calendar days running from the billing date, as defined in Article L. 441-6 of the Commercial Code, may be granted on the condition that the sum due is covered beforehand by ROMUS' credit insurance policy. In that case the due date is calculated from the billing date. Mere remittance of a commercial bill or cheque implying an obligation to pay shall not constitute payment as defined in this Article; payment consists of the actual receipt of funds on the due date.
- 4.3. In the event that outstanding sums are paid after the due date as indicated in the invoice, ROMUS shall be entitled to charge interest on arrears at the rate specified below.
- 4.4. Any sum unpaid on the due date – i.e. on the date of payment as indicated in the invoice or as entailed by the general terms and conditions of sale – shall automatically and without the need for any reminder attract a penalty of €30 per invoice overdue or of interest at three times the statutory interest rate in effect on the billing date, whichever is more, in accordance with Article L. 441-6 of the French Commercial Code.
Said interest shall accrue from the due date until payment has been made in full, and shall be billed quarterly. The V.A.T. shall be added to the amount of interest at the nominal rate.
- 4.5. ROMUS' shall automatically be entitled to cancel a sale at its sole discretion if payment has not been made forty-eight hours after the issue of a final demand.
Pursuant to the reservation of ownership stipulated hereinafter, ROMUS may demand the products' return in summary proceedings, without prejudice to its right to claim damages in addition.
Cancellation of a sale affects not only the order immediately at issue, but also all of the orders, whether or not they have been billed, delivered or are in the process of delivery, and whether or not payment for them has fallen due. Any commercial bill offered in payment and returned unpaid shall be treated as dishonoured and tantamount to a failure to pay. In all of the foregoing cases, any sums outstanding in respect of other deliveries or for any other reason shall, if ROMUS does not opt for cancellation of the corresponding orders, become immediately payable.
The purchaser shall refund all expenses incurred for collection of sums due through litigation, including the fees of officials duly authorised for carrying out legal procedures. Under no circumstances may payments be suspended or offset without the vendor's prior written agreement. Any deterioration in the purchaser's credit shall be grounds for a demand for guarantees or for payment in cash or by banker's draft prior to execution of orders already received.

CREDIT

The sale of goods is deemed to be definitive, and no credit will be given or exchange allowed for returns, except as provided for in paragraphs 6 or 7 below.

VI - DELIVERY OF PRODUCTS

6.1. Delivery – Delivery time

Goods are delivered according to availability. Quantities smaller than the basic pack quantity specified in the catalogue for each item cannot be delivered, nor can quantities other than complete multiples thereof.

ROMUS may make complete or partial deliveries, and the purchaser shall not be entitled to refuse such part-deliveries solely on the grounds that the delivery is not complete. Part-deliveries made at the purchaser's request will attract carriage charges, except for part-deliveries to the following countries: Belgium, Spain (continental), Italy (continental), the Netherlands, Poland, Czech Republic.

In the case of staggered deliveries the failure to make one particular delivery shall not affect the other deliveries.

Unless expressly stipulated as a contractual condition, delivery periods are stated purely as indications of best intentions, and run from the day on which the purchaser provides ROMUS with all of the elements and information necessary for delivery.

Late delivery shall not constitute grounds for cancellation of any part of the order, nor for a claim for damages.

6.2. Delivery - Risks

Under all circumstances the products are carried at the purchaser's own cost, risk and liability, whatever the terms of sale, the mode of transport, or the shipping terms. No clause specifying the shipping terms may derogate from this rule. Unless otherwise agreed, our deliveries are made by the carrier of our choice pursuant to the mode of transport, the itinerary to the place of delivery in continental France, and the site from which the ordered products are shipped. ROMUS shall insure the products only if the purchaser so requests, and at the latter's expense.

The purchaser shall accept delivery at any time after the date ROMUS confirms the order.

If any items are damaged or missing, it is up to the purchaser to make any necessary observations and reports, and to confirm its reservations to the carrier by extra judicial document or registered letter with an acknowledgement of delivery within three days following receipt of the products (in accordance with the provisions of article L. 133-3 of the Commercial Code), even when the products are insured by ROMUS on the purchaser's behalf.

6.3. Acceptance

Without prejudice to the measures to be taken with the carrier, complaints regarding apparent defects or discrepancy between the product delivered and the product ordered must be submitted in writing within eight days of receipt of the products. Thereafter, no complaint or recourse will be accepted.

It is up to the purchaser to provide evidence of the reality of the defects or abnormalities that are observed. The purchaser shall facilitate ROMUS' observation of these defects. In any event, the products must be inspected upon their receipt or when they are picked up. Generalised reservations, such as "damaged parcels" are not acceptable. Reservations must be specific and notified on the carrier's receipt.

VII - RETURN

7.1. Returns – Terms and conditions

Any return of products must be expressly agreed to by ROMUS beforehand.

Any product returned without such agreement shall be kept at the purchaser's disposal, and shall not entitle the purchaser to a credit.

The costs and risks of return are always to be covered by the purchaser. The same applies to any exchange or repair, whether free of charge or not; carriage shall always be paid by the shipper.

7.2. Returns - Consequences

The fact that reservations are correctly submitted shall not extend the payment deadline. The purchaser shall not apply any deductions, penalties or offsetting against amounts due with respect to its initial order, unless agreed with ROMUS in writing.

Any return accepted by ROMUS shall give rise to a credit to the purchaser's account, after the quality and quantity of the returned products have been inspected.

Under no circumstances shall any return for any reason whatsoever entitle the purchaser to any indemnification or damages.

Moreover, ROMUS declines to accept any returns based on an error in the purchaser's order. Nevertheless, ROMUS may very exceptionally accept a return on this basis, but only for merchandise featured in the catalogue and not for any custom-made merchandise. If such returns are accepted, the customer will be billed for administration and inspection expenses as well as the cost of restoring the returned products to their original condition.

VIII - CANCELLATION OF ORDERS

As indicated above, orders once issued by the purchaser are definitive and cannot be retracted, even in part. Consequently in the event of cancellation of an order that is being or has been duly executed, all expenses incurred by ROMUS, including those incurred by any subcontractor thereof, will be invoiced and the merchandise delivered in the state in which they were on the date of cancellation. Furthermore, if ROMUS has been obliged to procure raw materials or special products with a view to executing the order, then the cost of such supplies procured but not used because manufacture was countermanded will be invoiced.

IX - RESERVATION OF OWNERSHIP

All products are sold under reservation of ownership. Hence, they remain ROMUS' property until they have been fully paid for.

In the event of a claim, recovered products shall be deemed to be the last to be billed, and shall thus be repossessed up to the amount of unpaid invoices.

X - WARRANTY AND LIABILITY

In addition to the legal warranty covering the consequences of hidden defects and faults in all ROMUS articles, a one-year warranty against manufacturing defects is provided for electrical and pneumatic tools, unless otherwise specified. In any event, ROMUS' liability is expressly limited to reimbursement or replacement, at ROMUS' discretion, of the product accepted by ROMUS as being defective.

ROMUS disclaims all liability for any use of the products that does not conform to their intended purpose, or for storage thereof that does not meet the statutory requirements, or for failure by the purchaser or its customers -- users of products sold by ROMUS to the purchaser -- to comply with the manuals for use and functioning of the products. In other words, the installation and/or use of the products pursuant to ROMUS' instructions and use manuals remain the purchaser's or its customer's responsibility. It is to be noted that the purchaser has been advised to read these general terms and conditions of sale prior to the placement of its order with ROMUS, and that it is up to the purchaser to ask ROMUS for any further information it may find necessary for its thorough comprehension of the installation and/or use of the products that it desires to purchase, regarding its professional needs or those of its customer. The Parties expressly agree that ROMUS will not entertain any return, complaint, or request for removal, compensation or free replacement of products, if the purchaser fails to comply with these provisions. Warning: the warranty is a guarantee against defects of manufacture, and does not cover replacement of parts subject to wear, nor repairs following misuse. In either of those cases the customer shall bear the cost of repair.

XI - JURISDICTION - DISPUTE

Any dispute arising regarding the placement or execution of an order and the consequences thereof shall be submitted to the Commercial Court of PARIS. This provision applies even in the case of an urgent application, a motion or a multiplicity of defendants, and regardless of the mode and terms of payment.

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