

Terms of Sales

The buyer acknowledges that it has thoroughly read these general Terms and conditions of Sale (G.T.C.S.) of ALTOR UK, which have been sent or handed to the purchaser. Therefore, the fact of placing an order implies that the purchaser fully and unconditionally accepts these terms and conditions, to the exclusion of any other documents issued by ALTOR UK only for indicative purposes. However, when we specify a quote, it constitutes the specific terms and conditions that modify or supplement these G.T.C.S. Any order received from the purchaser is deemed to be definitively accepted only after our written acceptance. The fact that ALTOR UK does not invoke at a specific time any one of the G.T.C.S. shall not be construed as a waiver of its right to do so subsequently. No specific terms and conditions whatsoever supersede the G.T.C.S., unless ALTOR UK strictly agrees thereto in writing. Hence, any contrary terms and conditions set forth by the purchaser shall not be enforceable against ALTOR UK unless it has expressly agreed thereto, regardless of the time at which any such terms and conditions come to ALTOR UK attention.

1- CATALOGS - STUDIES - QUOTE

Our plans, descriptions, quotes and models remain our exclusive property, and shall not be used without our authorisation. Our quotes are given purely as a matter of general information, and are not contractual. The product characteristics appearing in our documents are also only for indicative purposes and must be confirmed in the order. ALTOR UK reserves the right to make any changes at any time in its goods that it deems appropriate, without being obligated to exchange goods that have been previously delivered, or goods of orders already in process. It also reserves the right to change the goods described in its prospectuses or catalogues without prior notice.

2-PHOTOGRAPHS AND DRAWINGS

The photographs, drawings or diagrams, not contractual, are given for general information purpose without contractual obligation and can be modified without prior notice. ALTOR UK reserves the right to make any changes in our shapes and sizes to our products without prior notice to, and without this being construed as a ground for rejection. The same should be applicable to all mentions, dimensions, information on our various documents, catalogues, notices, price lists, websites, which can be modified or deleted at any time without prior notice.

3- DELIVERY

Delivery is made either directly to the purchaser, or by simple notice thereto of the goods' availability, or to a shipper or a carrier in the seller's premises or warehouses. In all cases, delivery is deemed to be effectuated in our stores or warehouses, with the transfer of ownership occurring as of delivery. As appropriate, the purchaser commits to take delivery within five days after the notice of availability. Thereafter, ALTOR UK may consider that the order is cancelled and the sale unilaterally rescinded by the purchaser, without refund of any instalments that may have been paid. Delivery is made only as a function of the availabilities, and occurs in the sequence in which orders are received. ALTOR UK is authorised to make complete or partial deliveries. Any exceeding of the delivery times shall not give rise to any damages, reductions in price, or cancellation of the orders in process. However, if, two months after the indicative delivery date, the product is not delivered for any reason other than an event of force majeure, the sale may be rescinded by either party; in that event, the purchaser may be refunded any instalments it has paid, to the exclusion of any other compensation or damages. Any postponement of the delivery date by the purchaser within 4 weeks before the initial delivery date will automatically entail storage costs of 15 € per bathroom per calendar day.

Events of force majeure that release ALTOR UK from its obligation to deliver are natural disaster, floods, storms, snow, hail, drought, wars, riots, fires, explosions, maritime perils, delays in transport, shortages or lack of supply of raw materials, impossibility of being supplied, social disturbance of any kind, or without being necessarily limited thereto, all similar or different circumstance that are beyond ALTOR UK reasonable control. In any event, delivery is made on schedule only occur if the purchaser is current with its obligations vis-à-vis ALTOR UK, regardless of the reason for any delinquency in that regard.

The goods are deliverable F.O.B, or against payment at the agreed place of delivery, unless otherwise specified in the Acknowledgment of Order Receipt. They are delivered F.O.B by unloaded lorry. In all cases, the goods travel at the risk and peril of the addressee, which is responsible for making any necessary comments it may have regarding deficiencies on the Carrier voucher, and confirming its reservations by registered post to the carrier within three days following receipt of the goods.

Without prejudice to any measures to be taken vis-à-vis the carrier, complaints regarding the quality, quantity and references of the goods, their conformity with the order or the packing list, and apparent defects, must be addressed by registered letter within three days following arrival of the goods. It is up to the purchaser to provide any proof it has as to the reality of defects or faults that it reports. It shall facilitate ALTOR UK efforts in the finding and redress of said defects. It shall refrain from intervening on its own or having a third party do so in that regard.

Goods that are found defective with respect to their conformity, quality or quantity, and are duly reported within the specified time, are replaced or repaired, to the exclusion of any compensation in any respect whatsoever. That is also the case for hidden defects in the goods. Returns of goods must be formally agreed to by ALTOR and the purchaser.

Any goods returned without such agreement shall be kept at the disposal of the purchaser, which shall bear all the subsequent costs of the roof.

In the event goods are returned due to deficient conformity or defects reported as stipulated above, ALTOR UK shall bear the transport cost and shall select the means of transport. A return of goods, for any other reason, even if accepted by ALTOR UK, shall leave the purchaser exclusively responsible for the transport cost, with ALTOR UK having the right to select the means of transport.

4- WARRANTY

Sold goods are warranted against any functional deficiency due to a defect in the material, manufacturing or design, subject to the following conditions. A functional deficiency must appear within one year after delivery, after the product has been used as defined in the order. The warranty does not apply if the defective material or design is imputable to the purchaser; or if the functional deficiency results from an intervention in the product without authorisation or from an event of force majeure, is caused by normal wear and tear of the product or is due to negligence or improper maintenance on the part of the purchaser.

Under the warranty, the seller shall replace parts that are found to be defective by its technical department free of charge. A replacement of parts does not extend the period of warranty specified in the above paragraph. Also, if shipment of the product is delayed for a reason beyond the seller's control, the beginning of the period of warranty is extended for a period equivalent to that of the delay, but without any such extension exceeding for more than one month.

The parties expressly agree that the seller's liability for a functional deficiency is limited to the foregoing provisions, particularly for hidden defects and consequential losses. Hence, defects and deteriorations caused by natural wear and tear or an external cause (assembly error, defective maintenance, abnormal use, etc.), or even by a modification in the product that is not specified nor planned by ALTOR UK, are not covered. Similarly, the warranty does not cover apparent defects that the purchaser is obligated, but fails, to involve under the conditions defined hereinabove.

5- PAYMENT TERMS

Goods deliveries are to be paid as indicated in the invoices -- i.e. 30% upon placement of the order, and the balance within 30 days following the date on which they are made available.

In case of non-payment on a due date, the purchaser shall be deprived of the right to pay by instalments, and ALTOR UK may demand immediate payment of the outstanding balance even if drafts have been issued. Interest shall be charged if the payment is not made within the agreed payment period. These late penalties are calculated on the basis of 4 times the applicable legal interest in force in France. It commences to run, without prior notice, upon expiry of the agreed settlement period. In addition, the lump sum indemnity of € 40 for recovery costs prescribed by Article L.441-6 of the French Commercial Code will be automatically due.

If a time for payment beyond the time specified herein is agreed to in consideration of actual compensations, and payment is not made accordingly, said interest shall be charged, without notice, as of the day following the due date specified in the invoice.

If the purchaser has failed to honour any of its obligations with respect to a previous order (e.g. default or late payment), a current sale may be refused, unless the purchaser provides satisfactory guarantees or pays in cash. No discount shall be granted to the purchaser for early payments or for payments made in cash.

6- RESERVE OF PROPERTY

ALTOR UK reserves the ownership of sold goods until full payment of all the principal price, plus interest and any ancillary expenses. The remittance of an instrument creating an obligation to pay, such as a bill of exchange or a promissory note, is not deemed to be a payment.

In the event of a default of payment of the price by any of the agreed due dates, ALTOR UK may repossess the goods and, at its discretion, may cancel the sale without formality or prior notice. Any amount already paid by the purchaser shall irrevocably be retained by ALTOR INDUSTRIE as damages.

The foregoing provisions do not obviate the transfer, upon delivery, to the purchaser of the risks of loss and deterioration of the goods. Unless otherwise stipulated, and as previously stated, delivery is deemed to be made in our premises or warehouses. Therefore, the purchaser agrees to subscribe to an insurance policy, before delivery, covering the risk of loss, theft and destruction of the goods.

Since the goods sold by ALTOR UK remain its property until full payment, the purchaser is prohibited from reselling, transforming, or otherwise disposing of them. However, merely as a tolerance and solely for the purposes of its business, ALTOR UK authorises the purchaser to resell the goods provided that, upon the resale, it has fully paid the price remaining due, with the corresponding amounts being as of now pledged in favour of ALTOR UK in accordance with article 2071 of the Civil Code, and with the purchaser becoming simply the depositary of the price.

Should the purchaser contravene this prohibition, ALTOR UK, after a formal notice by regular mail, telex, fax, or other similar means of communication, shall be authorised to repossess all of the goods that remain in stock with the purchaser, without prejudice to its right to claim damages. In the event of any attachment procedure or any other measure initiated by a third party that affects the goods sold, it is imperative that the purchaser immediately inform ALTOR UK thereof, in order to enable it to oppose such measure or protects its rights, on pain damages. Moreover, the purchaser is expressly prohibited from pledging or transferring as a guarantee the ownership of the goods as long as ALTOR UK has not been fully paid for said goods.

7- DISPUTES

In the event of disputes, French law is applicable thereto. Any disputes that might arise regarding the execution or construction of these General Terms and Conditions of Sale, or related to the sale itself, shall be submitted exclusively to the Commercial Court located in the area of our registered office, even in the event of summary application, a motion, an action for enforcement of a guarantee, or a multiplicity of defendants.

Date

Client stamp and signature