

GENERAL TERMS AND CONDITIONS OF SALE

1. GENERALITIES

- By placing an order of any kind, the buyer accepts these general terms and conditions of sale.
- Orders placed with the company CODIPROLUX S.A. only become definitive once they have been confirmed in writing. The company CODIPROLUX S.A. is validly bound by those entitled to do so.
- Our terms and conditions of sale take precedence over any other clauses stipulated on our clients' orders.
- No order received and accepted by the company CODIPROLUX S.A. can be cancelled or modified by the client without prior written agreement.
- Our general terms and conditions of sale take precedence over any other previous document.
- The fact that our Company does not invoke any of the general terms and conditions of sale shall in no way constitute a waiver of the right to invoke them, both for the transaction in progress and for any subsequent orders.

2. FORCE MAJEURE

Cases of force majeure and unpredictable events, such as the breakdown of machinery or important tools, full or partial strikes, or any other event leading to forced unemployment or supply difficulties, etc., shall give our company the option to temporarily suspend deliveries or terminate transactions or orders without damages being due.

3. QUALITY - ACCEPTANCE OF GOODS

When our products are ordered without any special quality conditions, the buyer can demand nothing more than the standard quality of the goods with the usual tolerances of dimensions and weight.

4. DELIVERIES - COMPLAINTS

Unless otherwise agreed expressly by us at the time the order is placed, the delivery times stated when the order is placed are indicated for guidance purposes. They are not binding and cannot give rise to any damages, interest, compensation or penalty. Regardless of the sales method chosen, the goods become the liability of the client as soon as they are loaded in our warehouse onto the lorry or truck or, where applicable, as soon as the goods are supplied to our warehouse. In particular, the goods are transported at the buyer's risks, and the buyer shall be responsible for seeking remedies against the couriers if necessary. No complaint regarding the weight or quantity will be considered if the receiver of the goods did not inform the courier in writing of the missing parts.

No complaint regarding a quantity or quality error will be considered after a period of one (1) month from the date of shipment of the goods from our warehouses.

The liability of our Company is strictly limited to the simple replacement of any part acknowledged as faulty following examination by both parties after the goods are returned to our warehouses, regardless of the nature of the defect, including hidden defects. Our Company is in no way liable for the state of the products following alterations carried out by the client, unless we have issued an express guarantee, requested by the client, applying to the work planned and defined by the client.

5. RETURNS

Any equipment returned must be subject to our prior agreement and can only be accepted within one month following delivery.

6. RETENTION OF OWNERSHIP

By express agreement, we shall retain ownership of the goods provided until the day of their complete payment. In any event, the buyer shall retain the risks associated with acceptance of the goods in the conditions set out above.

7. PRICE

The products shall be provided at the price stated at the time the order is placed. These prices are net, ex-works, excluding taxes on the basis of the tariffs communicated to the buyer.

Any taxes, levies, fees or other costs payable shall be borne by the buyer.

8. PAYMENT

Unless otherwise stated in writing by us, every delivery is payable - within 30 days end of month - to CODIPROLUX S.A. to the bank account indicated on the invoice.

Any failure to pay shall trigger the immediate demand for payment of any invoices payable and may give rise to the termination of all deliveries and work in progress, without prejudice to any damages claimed by our Company from the contracting party-retailer taking account of the work already carried out.

Any such amounts due shall automatically and without notice carry an interest rate of 1.5% per month, from the day following the due date; moreover, our Company reserves the right, in the event of a failure to pay by the due date, to suspend or cancel the part of the contract or orders still to be carried out.

If the shipment of our goods is delayed by an event attributable to the buyer, a supply invoice can be drawn up, payable within the same time-frame as if the goods had been shipped on the date set out in the contract, without prejudice to any invoicing for storage costs.

8. JURISDICTION AND APPLICABLE LAW

This agreement shall be governed by Luxembourg law, and any disputes shall be settled by the exclusively competent courts of Luxembourg, even in the event of third party appeals and multiple respondents, for any disputes arising from the conclusion, execution or termination of one of our contracts in Luxembourg or abroad.

9. INVALIDITY - AMENDMENT

The invalidity of one of the clauses of these general terms and conditions does not in any way vitiate the validity of the other clauses of these general terms and conditions. Any amendment of these general terms and conditions must be granted in writing by the management of the company CODIPROLUX S.A.. No employee, agent or subcontractor of the company CODIPROLUX S.A. is authorized to waive or amend any provision.