

1 / **OFFERS:** acceptance of the offers made by CREAT society implies adherence to these terms and conditions by the customer notwithstanding any contrary clause in its own conditions of purchase and unless special contract stipulating expressly the points on which CREAT accepts a derogation.

2 / **ORDER CONFIRMATION:** any offer made by a representative, an Inspector of sales, an intermediary any is valid only after acceptance of CREAT. All catalogues, leaflets, advertising and pricing documents edited by CREAT do not constitute a firm offer, but can be changed at any time without notice and all their particulars.

3 / **REALIZATION OF THE SALE:** the sale is completed only after acceptance of CREAT

4 / **PRICE:** unless agreed, our prices are for non-packaged goods, starting plant. All the additional costs, of any kind, are the responsibility of the purchaser. Invoiced packaging will not be resumed unless prior agreement.

Prices are based on rates and taxes in force at the time of the command, with a minimum order of **€5** per line and **€50** minimum per order and invoice. They are binding on the CREAT society if they are accepted within 30 days. The delivery price will be adjusted and revised to take into account:

- agreed economic changes
- the specific requirements of the buyer, of the public power.

5 / **PAYMENT:** supplies are payable by cheque or drafts accepted 45 days end of month, without discount unless specific provisions (Article L. 441-6 of the Code of Commerce). When a settlement by trafficking has been provided, it must be returned with acceptance within a period of eight days to receive. No discount, no delivery, no derogation to the above rule will be made without prior agreement of the company CREAT. Insofar as a late payment on the stipulated conditions is due to the buyer, must pay a pro rata temporis payments on interest due to the advances of the Bank of France rate over 2% without prejudice to the payment of all sums due. This penalty will be increased by €40, fixed compensation for recovery costs. The non-settlement of an invoice or a payment deadline effect also causes immediate all payments due.

6 / **RESERVE OF PROPERTY:** any goods or any materials delivered by CREAT will remain its property until the day of the full regulations pursuant to the provisions of Act No. 80.335 of 12 May 1980.

7 / **DELIVERY:** delivery times have the starting point the date of receipt of the order. Delays in delivery cannot give rise to damages; a delay in delivery cannot give rise to cancellation of the order. Provided indicative deadlines are in any case suspended or extended by force majeure or fortuitous case under the conditions laid down by the law and jurisprudence.

8. **CANCELLATION OF ORDER:** any cancellation of order will not interfere without express and written CREAT society. CREAT may condition the cancellation to prior payment of fair compensation to compensate for the damage suffered.

9 / **GUARANTEES:** the only warranties applicable are those written by CREAT. The guarantee is limited to defects in material and execution. It does not cover shipping and labor fees. No compensation of any nature that it cannot be claimed. Any defective declared item must be returned prepaid to CREAT society headquarters in the four weeks of receipt by the client, after previously requested the agreement of CREAT. CREAT society reserves the right to replace or repair defective products that will be returned to him after the offending product reviews. The guarantee will not play if the defects are the result of use, due to the user incorrect storage or editing.

10 / **MODIFICATION OF ORDERS:** In exceptional cases where CREAT would accept changes in command after manufacturing has started, the purchaser will be required to pay the parts completed or manufacturing and tooling, machining, supplies and all expenses which would be the consequence of the said order. The billing will be established on the basis of the actually delivered quantity. Any claim on the delivered quantities shall be made within a period of 8 days from the date of receipt of the goods.

11 / **TOLERANCE ON QUANTITIES:** CREAT society reserves the right to deliver a quantity may vary within a range of more or less 10% compared to the quantity ordered. The billing will be established on the basis of the actually delivered quantity. Any claim on the delivered quantities shall be made within a period of 8 days from the date of receipt of the goods.

12 / **TRANSPORTATION:** supplies always travel at the risks and dangers of the purchaser. Transportation costs and all ancillary costs are fully supported by the buyer. The buyer must check the supplies in the delivery. Any claim should be addressed within 6 weeks of the receipt to the carrier and CREAT society.

13 / **TOOLS, MOULDS, MATRICES & GAUGES:** tools, moulds, matrices, and gauges always remain the property of CREAT society except Express. CREAT society is committed to keep these materials in the best possible conditions and reserves the right to advise the purchaser their replacement or revision. The buyer bears the cost of the expenditure necessary to these operations. CREAT shall not be liable for loss of tools, moulds, matrices, gauges that will be provided by the buyer, or the damage which they will be. Similarly, CREAT cannot be held responsible for the wear of these materials.

14 / **COMPETENCE:** any dispute of any kind it will be exclusively subject to the jurisdiction of the Tribunal de Commerce de Meaux even in cases of appeal in guarantee or plurality of defendants and notwithstanding any clause contrary contained in the conditions for the purchase of the customer.

Good for agreement - read & approved

Commercial stamp

Name of signer:

The :

Signature :