

General Conditions of Sale:

I) Technical and general information:

- An effort was made to communicate the technical features and capacities of the proposed machines. Their respective manufacturers provided this information to us. BMS cannot be held responsible for any possible errors in this regard. We therefore advise our customers to come to BMS, to check and inspect the material before any purchase.
- The photographs sent to you are not necessarily contractual. Please ask in the event of doubt.
- The machines using wire or strip, unless otherwise specified, are proposed without a decoiler.
- The spring grinding machines, unless otherwise specified, are proposed with at least a set of grinding stones and one spring loading plate or more depending on availability. These quantities are indicated in the quotation.
- Decoilers are available separately, together with grinding stones or spring loading plates.
- Each machine is proposed with a technical manual as far as possible. However, we do not guarantee it will be in the language of the customer. Please ask us the event of doubt.

II) Standards:

It is important for the customer to check that the purchased material meets the standards of the country where they envisage to use the equipment.

We remain at their disposal to carry out any adjustment to comply with standards, whatever the country.

III) Technical acceptance:

Acceptance of the delivered material by the customer means the acceptance of its shape and working condition, as well as all tools and options. This technical acceptance is carried out preferably during a visit of the customer to BMS, before delivery of the machine. Consequently, the material cannot be refused at time of delivery.

After delivery, the possible modifications or changes of non-defective parts will be invoiced to the customer. The latter cannot ask for a used part to be replaced, as long as it ensures its original function.

This clause is also applicable to repaired, overhauled or rebuilt equipment.

IV) Terms of payment:

- Except for special agreements, the machines have to be paid before delivery by bank transfer. In the case of a payment by credit letter, the amount of 600 EUR + 0.44% of the sale price will be invoiced to the customer in order to cover additional charges, such as the forwarding of documents, printing and control of documents, bank charges for delayed payment, higher than those required for a regular bank transfer.
- Payment must cover all bank charges, such as the costs of bank transfer.
- Moreover, for a payment envisaged on a precise date, interest will be invoiced in the event of delay, at a rate of 1.5 % per month.
- In case of any claim to obtain payment of amounts unpaid on the agreed deadline, all expenses resulting from the procedure will be charged to the debtor.

V) 'Force majeure':

The supplier and the purchaser will not be entitled to claim damages or cancel the order with events beyond their control such as wars, mobilisation of troops for military reasons, floods, fires, strikes, explosions, earthquakes, transport disturbances, production disorganisation ...

VI) Packing / Transport charges:

- Prices are expressed in EUROS (€) - on the basis of delivery FCA BMS premises (Grézieu la Varenne). This means that loading and security measures are ensured by BMS, together with export customs formalities.
- Prices do not include specific packing. If this is necessary (a case, for example), additional expenses are charged to the customer.
- For delivery on an EXW-BMS basis, the customer has to send to BMS one copy of the Export Declaration (EX1).

VII) Delivery conditions:

- Delivery times can be agreed under the following conditions:
 - acceptance of the customer's written order (in certain cases, with down payment),
 - receipt of the material for tests and/or samples (wire or strip for example).
- Our delivery times are estimated, according to our possibilities. In the case of a delay in delivery, unless a prior agreement has been made to the contrary, no penalty can be applied to BMS, even in the case of possible production loss or extra production costs.
- If the purchaser does not accept the delivery on the agreed date for personal reasons, they may not delay the payment date defined between the 2 parties.

VIII) Property rights:

BMS reserves property rights on the goods until the sale price has been completely paid. From the delivery date and according to the agreement between the customer and BMS, the products are under the supervision of the purchaser, who is entirely responsible for possible damage in their warehouse.

IX) Guarantee:

- The sale of a means of production at BMS systematically comes with a guarantee regarding its proper working condition for at least one month, or more, according to the specific agreement. This guarantee applies to 8 working hours per day, 22 days a month. The guarantee period starts from the delivery date of the machine at the customer's premises. This guarantee applies to parts found defective, except for tooling and wearing parts. Some equipment sold as "spare parts" is not considered in the guarantee conditions.

- The return of the material in event of faults is at the risk and expense of the purchaser, or the repair is charged to BMS on the site of the customer. BMS reserves the right to take the decision concerning the procedure to be followed if the machine does not work. The procedure is as below:

1) BMS and the customer reach a diagnosis of the breakdown. If diagnosis is impossible without travelling, travelling expenses will be invoiced, as well as the time required for the trip and the work on the basis of 500 €/ day + 0.50 €/ km for a car trip.

2) When the diagnosis is established, BMS chooses one of the following options:

- a) Moving to the customer. The travelling expenses and the working time are dealt with by BMS, except if it is demonstrated that the fault is due to an inadequate use of the equipment. In this case, the expenses (time of travelling and stay at the customer's premises) are invoiced on the basis indicated as item 1.
- b) Shipment of replacement parts (transportation costs paid by the purchaser).
- c) Replacement of the equipment at the expense of the customer. After receipt, BMS reserves the right, after the equipment is repaired, to return the material to the customer (at the expenses of BMS) or to refund the customer within one month. The reimbursed amount does not include the following:
 - Special tooling for a part,
 - Delivery costs, customs charges and various taxes,
 - Start-up and training,
 - Handling and packaging costs.

- For their part, the purchaser agrees to inform BMS before any change is made on the machine during the guarantee period.
- In the case of purchase without preliminary inspection at BMS by the customer or one of their representatives, BMS reserves the right not to accept goods returned for reimbursement.

X) Litigation:

For any litigation referring to a sale or an order, the Court of the registered office of BMS, located in Lyons, will be the only court qualified on the matter.

In the event of an export contract, the dispute will be regulated through arbitration by the Court of Arbitration of the International Chamber of Commerce, upon requirement from the party concerned.