



NICHROMINOX

18 Rue des Frères LUMIERE - 69720 ST BONNET DE MURE (France)

Tel : +33 (0)4-78-74-04-15 - Fax : +33 (0)4-78-01-61-80 - @ : office@nichrominox.fr

CUSTOMER SURVEY

Name

Address

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Phone :

Fax. :

Email. :

VAT :

Number of employees:

Managing Director

Name:

Direct phone : email

Purchase Manager

Name:

Direct phone : email

Accounting Department

Name:

Direct phone : email

Banking Details :

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Delivery address (if different)

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Shipping specifications (if necessary)

Name of your forwarder

Address

Phone

Name of your carrier

Address

Phone

Date and Company Stamp

Signature



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GENERAL CONDITIONS OF TRADE

These general conditions apply to all contracts. Any order implies total and unconditional acceptance of these terms, which override any terms or conditions stipulated, incorporated or referred to by the purchaser in any correspondence or orders.

Prices

Our prices are in principle valid for the current year. However, they may be subject to modification during the year, in exceptional cases, subsequent to excessive increase in the price of raw materials.

Our prices are ex works. Postage and packing are extra. The amount of the invoice will be increased by a fixed sum to cover invoicing costs. This sum will be indicated to the purchaser on request.

Consignments are sent according to parcel weight, by post, parcel delivery service or haulier.

Minimum order

Orders amounting to less than our minimum order will not be accepted. A fixed sum designated as "administrative fee" will be added and submitted for the purchaser's approval.

Delivery

1) Regarding Private Label Products range : Due to the constraints of manufacturing, the seller grants himself the right to deliver +/- 10% of the order quantity. In the case of an order with a guaranteed minimum of the quantity ordered then the delivered amount may exceed +10%.

2) All our goods, including those sent Franco or COD, are sent at purchaser's risk. In the event of damage or loss, it is up to the purchaser to take any course of action or make any complaint with the transport company, which bears sole responsibility.

3) Unless specified to the contrary, delay in delivery can give rise to compensation or cancellation of the order, especially in the following cases:

- a) Breach of terms of payment,
- b) Force majeure or other contingency resulting in the delay or suspension of the delivery of the goods.

Terms of payment

Dates of payment will be stipulated on the invoice or the estimate or the acknowledgement of order. Unless otherwise specified in writing, payment is due no later than 30 days after the date of the invoice or statement.

In the event of payment before the date specified in the present general conditions, a discount of 0.75 % per fortnight will be granted, with a maximum of 3 % for payment by cheque no later than 8 days after the date of the invoice or statement.

Interest shall be payable on any sum still outstanding after the due date amounting to one and a half times the base lending rate on the due date. This clause does not aim to prejudice relationships with the end customer.

Payment: except for the above legal clause, and unless otherwise stipulated in writing, our invoices are payable on presentation.

Any new customer must settle the invoice in advance.

In the event of non-payment at the due date, we reserve the right to suspend any current deliveries and to review the agreed terms of payment.

In the event of prolongation of a draft or outstanding payments, any resulting costs or interest are entirely payable by the purchaser.

In the event of non-payment of one invoice at the due date, payment of all outstanding invoices becomes due.

Signature



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Retention of title

The Seller retains ownership of the goods until full payment of the price and the additional costs by the purchaser. In the event of non-payment at the due date, the seller reserves the right to repossess the goods of which he remains the owner.

Complaint and return

The client has the right to take reception of the goods at the delivery. The purchaser, after carrying out any checks, then takes full responsibility for the goods.

Any complaints, including those concerning the quality of the goods, but excepting all complaints pertaining to transport, must be formulated no later than eight days after delivery.

In no case can complaints pertaining to price, quantity or quality exempt the purchaser from paying at the due date the portion of the invoice which exceeds the amount of the complaint.

No return can be accepted without prior agreement and authorisation number given by the seller over the telephone. This number must be clearly indicated on the parcel.

Unless specified to the contrary, transport and packing costs for returned goods are payable by the purchaser.

Legal construction

In the event of dispute, whatever the cause, the parties are under the sole jurisdiction of the commercial court in Lyons, even if otherwise stipulated in letters or on invoices of our customers. This clause applies even in the event of interim ruling, incidental request or multiplicity of defendants, and whatever the means and terms of delivery and payment, for which no novation nor dispensation will be granted.

Our catalogues, brochures, advertisings, have no contractual nature and may not be considered as any firm offer.

Concerning exports: in the event of dispute, the parties are under the sole jurisdiction of the Courts in Lyon or in the country of the purchaser, as the seller chooses.

CONDITIONS OF TRADE ACCEPTATION

We hereby accept the present general conditions of trade stated above on page 1 and 2

Place, date :

Name :

Title :

Signature (approved)

Stamping of company