

# TORDABLE S.A.

## TERMS OF SALES AND GUARANTEE

1. The relation to any customer with TORDABLE SA involves the acceptance and due performance of the established general terms of sale and guarantee. Any additions, erasures, modifications or deletions related to these General terms of sales and guarantee shall be deemed null and void to the exception of those approved in written by TORDABLE SA.

The sale agreement is perfect when :

- a) Orders shall be deemed accepted and confirmed only after the receipt by buyer of a written.
- b) Acknowledgement of Receipt of order sent by TORDABLE SA for each order.

Weights size, performances, prices, output and others points, located on the catalog, leaflet or directive have an indicate caractere. They only could imposed us if determinated valors have been convinced with buyer and require by the agreement.

In case of particulars points on agreements sale or diferents terms than in our generals, those one keep applicable for others points not considering in these agreements.

None cancel order could be bringing without compensation payment.

2. TORDABLE SA reserves the right, after order acceptation, to modify technical features of all machines maked necessary by technical evolution : without obligation to modify delivering or ordering machines.  
All modification from buyer is submitted to TORDABLE SA writing acceptation.

3. All prices list are quoted on EX-WORKS LA REOLE (France) basis in Euros , exclusive of VAT.  
Prices validity is indicated in price offers and price lists.

4. Risks are under buyer's responsibility since removal machine in TORDABLE SA shops and for any destination.  
Buyer will be informed when machines will be available in shop.  
Machines removal is under buyer's responsibility and at his own risk.

5. All sales are on counting paiement except writing stipulation.  
Buyer must respect terms of payment stipulated in the agreement without none modifications.  
Payment should be sent to the next address : TORDABLE SA - ZI FRIMONT OUEST 33190 LA REOLE (FRANCE)  
Material belongs to TORDABLE SA until whole payment in reference to the law n° 80335 from May 12th 1980.

6. If payment delays at payment date, TORDABLE SA reserves the right, in addition to all other remedies available, at its solde discretion and without prior notice to suspend deliveries and to refuse to honor any and all new orders until complete payments by buyer of all of it's overdue accounts and to invoice interests on overdue accounts at the legal rate multiplied by one and half percent (1,5 %) per month (Law n° 92-142 from December 31th 1992, art 3,1, al.3).

In case of credit-sale : TORDABLE SA reserves the right, buyer permits it, to take a warranty on saled machine.

7. Period specified on agreement as precisely as possible set up the material's disposition date in TORDABLE SA shops, but given only for indication.

TORDABLE SA assumes no responsibility for problems associated with delivery delays except in case when responsibility have been accepted by us and by writting.

Any exceeding delivery times shall not entitle buyer to claim damages of any type, nor to cancel the pending orders.

Buyer have to determine himself the way of shipp and delivery times is not link with materiel's disposition date mentioned before.  
TORDABLE SA assumes no responsibility for problems associated with delays in case of Force Majeure or events like : governments acts, work conflicts, supplier and subcontracting bankrupt, epidemic, war, requisition, fire, flooding, insurrection, break or transport delays or all causes independants from TORDABLE SA will bring after agreement conclusion.

8. TORDABLE SA guarantees machines against any fault of material or manufacture being confimed by technical services during a period of one year from machines first use.

The responsibility of TORDABLE SA is limited to free replacement of parts being acknowledged by us as faulty.

The labour, displacements, as well as personal damages and expenses that the breakdown and/or the immobilisation of the machine may cause are not included.

All intervention under guarantee can't extend time to this one.

Parts replace under guarantee shall be return for valuation.

TORDABLE SA accepts no guarantee for next cases :

- for normal desgate,
- for ill treatment, use inappropriate, excess load or buyer inexperience,
- for a too long storage and / or bad protection from buyer,
- for an assembly by buyer with parts or equipments from other manufacturers,
- Pneumatics, universal joints , axles are not accepted under guarantee.

TORDABLE SA accepts no responsibility apart from the strict performance of the rules and instructions of this certificate of guarantee.

9. Dispute of every nature who can rise between two parts concerning the interpretation, the application or the execution of an agreement or other order will be comply with the laws of the Court in Bordeaux (33) - FRANCE

10 . All order or market involves the acceptance of the established general conditions.