

GENERAL TERMS OF SALE

I – GENERAL CONDITIONS

All our sales and deliveries are ruled by the present general conditions which appear on our quotations, on our order acknowledgements of receipt and on our invoices. They are thus known of the purchaser and are deemed to be accepted without reservation unless expressly denounced in writing by him both for the sales in France and abroad. They are contractual and constitute the law of the parties.

II – COMMERCIAL OFFRE

Except in special cases with written confirmation of N.F.I., the quotations and prices quoted are valid for the calendar month of the date specified on our document.

III – ORDERS

The orders become definitive when they have been the subject of an order confirmation in writing, issued by the seller.

IV – PRICE

Only the prices shown in our offer and confirmed by us commit us if our offer has been accepted within the time limit indicated above. Otherwise they may be changed without notice in light of changing market conditions.

The prices carried in our offer are EXW – Ex Works -

V – SHIPMENT, DELIVERY, RISK

The delivery times are given for information and without warranty with the exception of what is stated hereafter.

The deadlines do not take into account the duration of transport are the date of departure from the factories.

These periods cannot give rise to any penalty, damages or cancellation of order. If by exception N.F.I. assumes delivery to the address designated by the customer, the reservations against the carrier fall to the buyer who must send us a copy of his complaint and must be made within the legal deadlines, immediately on documents of delivery of the carrier confirmed by registered letter with acknowledgement of receipt within seven working days. The goods are delivered on DDU - Delivered Duty Unpaid – basis.

VI - TERMS OF PAYMENTS

Our goods are payable at the headquarters of our company. The conditions of payment indicated on our price quotations and/or acknowledgement of receipt of order are only valid but cannot exceed 60 days net date of invoice. The date of our invoices is the starting point of the period granted to the buyer for the payment to the exclusion of any other date. The date in payment is the date shown on the invoice. The non-payment of an invoice at its due date will constitute a settlement of the agreements entered into and will automatically entail the forfeiture of the term and the suspension of all deliveries previously agreed.

VII - FORCE MAJEURE

War, strikes, epidemics, interruption of the transport, material shortage, accidents and any cause of unemployment in some or all of our factories or warehouses are conventionally treated as forbidden cases and/or Force majeure authorizing the suspension by delaying the execution of orders and markets.

VIII – CLAIMS

Any defect arising from storage, installation or use by the Seller under any abnormal conditions or not in accordance with good practice and/or our possible instructions. Is admissible only the complaint received within five days of the arrival of the goods at the buyer; after a timely notification of a defect, any transformation of the goods can only be done with our written agreement. Any return of goods accepted by us originating from an error attributable to the buyer will result in invoicing of freight and repacking costs.

IX - RESPONSIBILITY

Notwithstanding the care provided, any defect in material or any hidden defects or defects that would be established after the shipment and recognized by us, can only require us to replace and to send without further compensation. No return of goods will be accepted by our company without being first authorized by it.

X – INDUSTRIAL PROPERTY

For any work about carried out on the instructions of the buyer that may constitute an act of unfair competition and/or an infringement to the prejudice of any third party, we shall be guaranteed by the purchaser any convictions that may be pronounced against us.

XI – TOOLS

Any tool manufactured or supplied exclusively for the execution of the purchaser's orders by our company and/or by the customer or for his behalf will remain the property of N.F.I. It will be repaired or replaced by N.F.I. for a period of three consecutive years but in case an order has not been placed by the buyer during these three years, our company can destroy freely without compensation of the buyer. The technical studies, plans, etc executed by our society and our partners only are provided as reflection. The plans of execution of the products are submissive with the agreement and at the customer's approval.

XII – TOLERANCE AND CONSTRAINTS OF ALUMINIUM PROFILES EXTRUSION

Our products meet the norms EN 755-2 and 755-9.

Given the manufacturing constraints, the manufacturing can exceed the weight required by the customer according to the below defined slices:

Slice of weight (or number of pieces or footage corresponding to this slice of weight):

From 100 to 249 kg: - 0/ + 25 %

From 250 to 499 kg: - 0/ + 20 %

Weight losses in anodizing baths of 3% to 5% are accepted by the profession, N.F.I. reserves the right to include them in selling prices by increasing the metal bills by a coefficient of increase equivalent to the weight loss.

XIII – ARBITRATION

In The event of a dispute, the parties agree to apply to International Arbitration Chamber of Paris.