

Our general conditions and our special conditions which figure in our offers and/or order confirmation receipts shall prevail over those of our clients. Any modification must be accepted by us or be expressly mentioned in our offers and/or order confirmation receipts.

Delivery deadlines:

Delivery deadlines are solely given for informative reasons and are approximate. In the event of a delay, the purchaser may not cancel the sale, refuse the merchandise or claim damages or interest.

Force majeure or fortuitous events:

Processing of the order shall be suspended throughout any period in which it is not possible to process it suitably caused by force majeure or fortuitous events such as, but not limited to, partial or total strikes, flooding, fire, breakdown of machinery, shortage of raw materials, impediments caused by regulatory provisions, particularly concerning import or export rates.

Transfer of risk:

Transfer of risk is carried out in accordance with Incoterm CCI 2000 selected during the signing of the contract.

Price:

Unless there is an express agreement, the prices which figure on our offers and on our order confirmation receipts are given for informative purposes and take the official metal market value on the indicated day. The prices invoiced are established considering the official metal market value of the day of the provision of the merchandise or to the conditions previously agreed.

Terms of payment:

Merchandise is payable to the head office of ATEXIS SAS in Fontenay-Trésigny. The disposition of the merchandise leads directly to the issuing of the invoice.

Unless a prior agreement has been made, our terms of payment are: 60 days at the end of the month. ATEXIS SAS applies interest based on delays in payment within the terms of payment agreed and market credit rates. All invoices issued in Euros not paid by its due date, shall incur interest at the bank base rate increased by 3 points. Non-payment by the purchaser of an invoice by its due date makes the payment of all other invoices issued payable immediately even if drafts have already been issued. ATEXIS SAS shall also be entitled to suspend the performance of the contract or ongoing orders and to claim cash payment before dispatching any further supplies, whatever the applicable conditions previously agreed upon. Notwithstanding the above provisions, the initiation of a payment collection procedure will result in the application of compensation to cover expenses incurred. The parties hereby expressly agree that materials sent for processing or conversion, and generally, refining or shaping, constitute ATEXIS SAS's pledge for payment of all its invoices, even those concerning goods already delivered.

The various accounts opened in the purchaser's name in ATEXIS SAS's books are separated for accounting purposes only. Factually and legally, they constitute one single and indivisible account. Merging of accounts particularly concerns the various weight and Euro accounts that ATEXIS SAS may open in the purchaser's name. Hence, the parties hereby agree that debits and credits of all weight and Euro accounts shall be formed at any time by rights and without prior formality. In theory, weight accounts are never in debit. Should they fall into debit, ATEXIS SAS shall be deemed to have automatically granted the customer a loan of materials bearing interest at the applicable rate.

Guarantee:

Any complaint regarding quantities, weights, sizes or quality of the goods supplied must be sent by registered letter with return receipt within 1 month following the discovery of the faults or flaws. In all circumstances, ATEXIS SAS shall only be liable to simply replace the products which are faulty and shall not be liable to pay any other type of indemnity, and the products replaced become their property. ATEXIS SAS shall not accept any merchandise return without giving its prior authorisation for the return.

Title retentions:

ATEXIS SAS reserves the title of the merchandise delivered until complete payment has been made. A bill of exchange or other documents constituting an obligation to pay are not considered as payment. By express agreement, risks are transferred to the client upon delivery. The client should in this consequence justify this with an insurance policy which covers the risks and damages of the merchandise in their possession. The purchaser is expressly forbidden to resell or pass on the merchandise to a third party, or to give a third party any right over merchandise which has been delivered and not yet completely paid for. In case of non payment or partial payment by the payment due date, for any reason ATEXIS SAS can freely and without any formalities demand the return of the merchandise at the client's expenses and risk. Merchandise in stock in the purchaser's outlets are accruing to unpaid invoices. The merchandise must be returned to ATEXIS SAS upon receipts of the first written request, and sent at the purchaser's expenses and risk. Down payments already made will be retained for initial damages and interests and will not affect the fact that other damages may be claimed to the purchaser.

Attribution of jurisdiction:

In the event of legal action, French law shall be the sole applicable law and the Commercial Court of Paris the sole competent court.