

**General Terms and Conditions of Business**

of the company Egger Panneaux & Décors SAS – hereinafter "Egger"

**Article 1 – General provision**

Every order implies for the Client that he accepts these general terms and conditions of business without any reserves, notwithstanding the contrary clauses that might appear on the purchase orders or the correspondence of the Client.

**Article 2 – Products**

Egger reserves the right to modify or cancel the models defined in its notes, flyers, samples, catalogues or tariffs without prior notice, without the client being thus entitled to any damages and without any obligation to replace the products previously delivered. For the ordered products that cannot be delivered, Egger will offer to the Client either the cancellation of the order without costs or the replacement of the products. The products must be used according to the instructions of Egger and, more generally, to state of the art rules and the applicable regulations. The Client is responsible for informing Egger about the restrictions and special uses of the Products.

**Article 3 - Orders and confirmation of orders by Egger**

The Clients' orders are only definitive once Egger has accepted them in writing. The notes, flyers, samples, catalogues or tariffs are only provided for information and cannot in any case be considered as binding proposals. Orders passed orally or by telephone by our agents do not constitute an engagement from our side unless they are confirmed in writing. For all orders, the quantitative tolerances accepted by the Client in advance are of more or less 10%.

**Article 4 - Modification of orders**

Any modification of an order leading to an addition or withdrawal of products in stock and available on the concerned site is possible until the day before delivery before eleven o'clock latest with the agreement by Egger in writing. For all other products, no modification is possible beyond 48 hours after the confirmation of the order.

**Article 5 - Deliveries**

The delivery of the products can only occur if the Client is up to date with his payments to Egger. The deliveries are made depending on the possibilities of Egger, which reserves the right to make partial or global deliveries. The delivery deadlines are only mentioned for guidance and do not extend entitlement to complaints, damages, penalties or cancellation of the order for delay. All products travel at the peril of Egger (DAP), regardless of the amount and the method of transport used, except in case of a FCA sale. Any reserve or objection with respect to the compliance or the condition of the delivered products must be mentioned on the bill of lading (CMR) and the delivery slip, signed by the driver and confirmed by registered mail with receipt sent to the carrier with a copy to Egger within 3 working days from the reception of the products. If these conditions are not fulfilled, the products are considered as compliant, and no subsequent complaint will be taken into consideration. In the event the Client picks up the products, the mentioned pick-up date is binding. Egger may charge storage costs.

**Article 6 - Warranty**

Egger guarantees the conformity of the products being ordered. Eight days after delivery of the products and without any notification of non-conformity within this time, the products will be deemed to be compliant. Egger undertakes to guarantee its products for a period of three months after delivery against hidden flaws. Without any notification by the Client with any evidence within the above mentioned time frame, the products will be deemed to be compliant. In any case, the guarantee does not extend to visible flaws which should have been noticed at delivery or to damage caused by defective tools or damage caused by shock, implementation or incorrect use of products. All notifications shall be sent by registered letter with proof of receipt. In case of timely notice of claims, Egger is obliged to provide, at its discretion, either a replacement or to reimburse the Client, excluding all other claims. Egger has no responsibility for any direct or indirect accidents or risks caused by defect products. The warranty does not cover the consequences of product immobilization. The warranty excludes all damage compensation, regardless of the reason. During the guarantee period, Egger will be free of any obligations:  
 - if the Client has failed to inform Egger about deficiencies or defects within the allotted time frame;  
 - if the Client authorises himself the correction of the defects by a third party without express agreement from Egger;  
 In case of delayed payments, Egger's warranty will be adjourned until the sums due have been paid and without any extension of the guarantee which begins at the date of the delivery of the products.

**Article 7 - Return of Products**

No return of products may be carried out by the Client without prior written approval from Egger. A complaint by the Client does not suspend the payment of the concerned products. In case of an accepted return, Egger will credit the client after a quantitative and qualitative verification of the replacement value of the products, excluding any indemnity.

**Article 8 - Tariff - Price**

The products and any additional service are invoiced at the tariff valid on the day of order and payable to Egger's head-office according to the modalities mentioned on the invoice. Egger can modify its tariffs at any time subject to one month's advanced notice via e-mail or any other written form of communication and without incurring any liability. The conditions for discounts are indicated as a percentage of the public tariff and depend in particular on the type of products sold and on the criteria of quantity and/or quality as defined in the special sales agreement. Concluded special agreements are exclusively for the named addressees, are strictly confidential and may not be communicated under any circumstances.

**Article 9 - Payment terms**

Invoices are payable according to the terms mentioned on the invoice and in accordance with current laws, latest after 45 days to the end of the month. In the event any sum is still unpaid at the due date, the Client must pay penalties fixed at three times the legal interest rate. A punitive damage payment for collecting charges of an amount of €40 will be invoiced for any delayed payment. Except in case of a derogation agreed between the parties in a mutual agreement, failure to make a payment when due makes all invoices which are not yet due immediately payable. Egger reserves the right to suspend deliveries on current orders. In case of a first order or depending on the solvency of the client, we reserve the right to ship products only after payment, to demand cash payment or to reduce the payment deadline.

**Article 10 - Disposal of receivables**

According to the legal provisions, Egger is free to dispose of any receivables held against the Client, and thus, any prohibition of disposal of receivables included in the orders, general terms and conditions of business or of purchase or in any other document issued by the Client is unenforceable against Egger.

**Article 11 - Retention of title**

**The transfer of title for the products is suspended until the full payment of the invoices. Until they are paid for, the products remain the full and exclusive property of Egger, the Client, however, bears all the risks. In case of payment default, Egger reserves the right to take the products back. The products in stock are considered to be those that have not been paid for. The aforementioned terms do not impede the transfer to the Client of the risks of loss or destruction of the products, which are under retention of title as well as the damages that may be caused. Until the full payment is made, the Client undertakes to ensure at his costs and risks the retention, maintenance and the individualisation of the sold products. Consequently, the Client will not give in pledge and shall not grant a real right on the products. The client must protest with all legal measures any claims of any rights by third parties by attachment, seizure or any other similar procedure and has to inform Egger accordingly. If the Client does not own the premises in which he exercises his activity, he has to inform the lessor about the legal situation of the sold products and to furnish evidence of the accomplishment of this formality to Egger.**

**Article 12 – Egger Brands and Products**

The brands mentioned below and their variants remain the exclusive property of Egger, and may not be used, except for the promotion of the products, without the express authorisation of Egger: Eurospan - Eurodekor - Eurostrand - Eurolight. The conditions for the use of the name, brands and photos of EGGER are defined in rules available on our internet site. [www.egger.com](http://www.egger.com). The Client is solely responsible for the method of presentation and for the inscriptions of any kind to be placed on the products, the packaging thereof, commercial documents and others with respect to the Client's clientele and consumer clientele. The Client shall hold Egger harmless from any condemnations thereof. Egger, if so requested, will provide the Client with any required or useful details on the characteristics and specificities of the products.

**Article 13 - Force majeure**

In a case of force majeure, the contract between Egger and the Client is legally suspended without entitlement to any indemnity. Will be considered as force majeure, in addition to the cases admitted by French Law, all situations out of the control by Egger, such as, but not limited to, supplying and carriage difficulties, strikes and social conflicts, fire, natural disaster, the restriction of access etc.

**Article 14 - Applicable law and place of jurisdiction**

**These general terms and conditions of trade are governed by French law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction for all disputes arising with regard to the execution or the interpretation of these general terms and conditions of business is the Commercial Court of Dax, even in the case of a plurality of defendants or guarantee processes.**