

Plant & Offices :

152 Rue Flandres Dunkerque
BP 81
49403 SAUMUR cedex
France
Phone : + 33 (0) 2 41 50 28 66
Fax : + 33 (0) 2 41 50 63 79
VAT n° : FR 09 665 880 555



Dalsouple's General Terms and Conditions

1. Application of the General Terms and Conditions

All of our sales are made subject to these terms and conditions.

All orders placed by a Client constitute acceptance of the present General Terms and Conditions. Any other clauses, in particular, any clauses contained in the Client's General Terms and Conditions, are not binding on Dalsouple unless they have been accepted in writing prior to the placing of any order.

Dalsouple sells its products to professionals subject to the mandatory condition that those professionals respect the duty to advise their own clients who purchase from them. Pursuant to this duty they are required to find out the needs of the Purchaser in order to be able to provide information to the Purchaser concerning the suitability of the Dalsouple products for their intended use as well as concerning the product specifications contained in Dalsouple's technical documents which have been put at the disposal of the Client on the Internet site @.

The Client therefore undertakes to sell Dalsouple products only if the Client is perfectly informed of their characteristics in order to be able to provide this information and advice to the ultimate consumer.

Dalsouple® informs his customers that the pictures taken on the sites can be used as demonstration draws.

2. Orders

- Only orders in writing shall be accepted by Dalsouple.
- A Client's order becomes final and irrevocable upon receipt by the Client of Dalsouple's unmodified and unconditional acceptance in writing.
- A Client order which has been partially accepted or modified by Dalsouple constitutes a counteroffer. Counteroffers shall be sent to the Client. They shall constitute final orders only after they have been accepted in writing by the Client and returned to Dalsouple, no later than thirty (30) days from when made. Failure, on the part of the Client, to provide written confirmation shall cause any initial order and counteroffer to be null and void.
- A final order is only valid for the products and conditions found on the accepted purchase order and cannot be considered to apply to the other orders placed by the Client.
- A change in any final order at the request of a Client is subject to the prior written agreement of Dalsouple.
- The applicable price and the payment terms agreed to shall be those indicated on the order which has been accepted if they are different from those mentioned in these general terms and conditions.
- The Client shall hold Dalsouple harmless against any consequences resulting from Dalsouple's use, at the request of the Client, of any design, model, or plan and, generally speaking, any item which is sent by the latter either directly or indirectly and is likely to be protected by a right.
- All the prototype moulds and tools shall always remain the property of Dalsouple even when their design and manufacture have been financed by the Client.

Special reference: It is the responsibility of the customer to request a special feature for the products he orders (UV resistance, Electrical conductivity...). Without any specific demand of a special reference, the stand one will be applied.

An additional fixed price of 40€ per colour will be applied to each order due to incompressible production losses associated to the production of the colour.

3. Delivery

- The goods shall be deemed to be released to the Client on the date when they are made available to the Client at Dalsouple's factory. The delivery period does not include the time needed to manufacture the goods.
- The delivery periods are mentioned for informational purposes only unless it is expressly provided that they must be respected.
- Delivery shall be paid for by the Client and at the Client's risk.
- The goods must be collected on the date scheduled in the confirmation of order. Delays attributed to the Client on delivery of the goods ordered, will automatically generate storage fees invoiced by 15€ / pallet / storage day.
- The delivery enters Dalsouple's perimeter when it is a standard delivery. The Client must inform Dalsouple® about the specificities of the delivery. On the other hand, the Client will be charged with the additional costs.
- The Client is responsible for all the consequences of a late or cancelled delivery if the carrier cannot access the agreed place of delivery or unload the products under normal conditions.
- For any demand of delivery on a different site from the one confirmed in the confirmation of order, the delivery will be considered as completed. The transfer of the goods from this site to another will not be under the responsibility of Dalsouple®.
- The Client may not return the goods without the prior written consent of Dalsouple.
- Delivery costs resulting from specific freight requirements requested by the Client shall be added to the standard transport fees.
- Partial delivery may be made with the written consent of the Client. The Client shall handle the transport directly starting from the point when the goods are made available to it at the factory. Partial deliveries shall be immediately invoiced. The balance of the order shall be delivered and invoiced according to the conditions initially agreed to.- When delivery is made, the Client shall verify the condition and contents. If the Client fails to note an alteration in the goods or short delivery on the delivery slip and to send a claim indicating the grounds and causes of the problem to the carrier by e-mail and by registered mail with acknowledgement of receipt, with a copy being sent to Dalsouple, within 48 hours, the delivery shall be deemed to comply with the specifications of the order and the products to be in perfect condition.
- Variations in shade of a colour, in the density of Terrazzo, and in homogeneity are expressly accepted by the Client and may, in no event, serve as grounds for refusal of products.
- No claim can be made against Dalsouple if the products have been installed or used.

4. Retention of Title

- The goods delivered remain the property of Dalsouple until full payment of the purchase price and the date agreed on by the parties. Full payment means the unconditional, full and final payment to Dalsouple of the price agreed on.
- If an invoice is not paid, in full or in part, when it falls due, upon request by Dalsouple, the Client shall indicate the storage location of the goods for which payment has not been made and undertakes to give all instructions necessary to allow the goods to be grouped together at the initial place of delivery no later than eight (8) days from the initial request. The Client shall further give all instructions necessary to ensure that the goods, in their original condition and packaging, are given to the carrier arranged for by Dalsouple upon arrival of the carrier.
- In the event the unsold goods are resold, the Client hereby undertakes full responsibility for informing the purchaser of Dalsouple's right to claim back the goods or to receive the sales price. Breach of this duty to inform renders the Client liable.

5. Payment

- The prices applicable to the goods are those being charged on the day the order becomes firm and final or those which have been negotiated and which are printed on the order and are applicable only to that order.
- The prices are quoted exclusive of tax and charges.
- Only those price reductions indicated on an order are considered to have been accepted.
- No deduction nor retention of the price can be applied by the Client without the written consent of Dalsouple even if there are reservations concerning the goods delivered.
- No discounts are granted for early payment or even immediate payment.
- Payment periods: The payment should be made before the date of goods' expedition. We will inform you about the date when your order is ready for departure to make payment.
- Failure to pay invoice when due:

- . Any invoice which remains unpaid, even partially on the date agreed for payment, bears interest at the legal interest rate plus 7 points starting from the due date. Dalsouple is under no obligation to send an official notice or even a reminder of this to the client.
- . The failure to make one payment, even partial, of any one of the invoices owing shall imply the forfeiture of the term for all sums due which then become immediately payable.
- . If legal action is brought to collect the unpaid sums, an additional fee in the amount of fifteen percent (15 %), calculated on the principal of the amount owed, will be added to the late payment penalty

6. Warranty

Legal Warranties:

- Dalsouple warrants its products in accordance with the provisions of Articles 1641 and 1386-1 and 5 of the French Code Civil. If the sale is made to a professional, Dalsouple disclaims all liability and responsibility (latent defects if the Client is a professional in the same line of business or is specialized in the sale and/or installation of products of the same type as those sold by Dalsouple, in accordance with Article 1641) and further disclaims all liability for damage caused to business property, pursuant to article 1386-1 et seq.).

Contractual Warranty:

-Dalsouple offers the following warranties: 10 years on all its collection except on Dallastic which is only 2 years.

- Applicability of the contractual warranty,

As the burden of proving the defect falls on the client, all of the allegedly defective products shall be put back and kept in the original condition in which they were released to the Client, with their packaging, inspection reports and any other monitoring documents and protected in an appropriate manner against any physical deterioration likely to prevent their analysis by Dalsouple.

The Client undertakes to give all latitude and authorizations to Dalsouple to carry out an in-depth evaluation of the product, either on-site or in the latter's own laboratory and shall refrain from performing any changes on the product or its surroundings which might prevent or to limit this evaluation.

This warranty applies if and only if Dalsouple's instructions, suggestions and recommendations concerning the storage of the products, the preparation of the base, the choice of the glue, the installation of the flooring, the step threads and the baseboards and their upkeep have been followed.

This warranty applies if and only if the products ordered are installed and such installation is in compliance with Dalsouple's suggestions for the product in question.

Variations in shade of a colour are inherent in the products. They are excluded from all warranties and cannot give rise to a price reduction or compensation.

The warranty does not cover normal wear and tear of the floor tiles/strips, abnormal use and misuse, scratches and intentional damage, disasters of any type whatsoever, in particular those for which the user is responsible, be they caused intentionally, through negligence or clumsiness, fires, bad weather or any other damage caused by force majeure.

If the defect identified can be easily and rapidly eliminated, the intervention of an outside company may be authorized provided that it is done under the supervision of Dalsouple and with the latter's consent in terms of the choice of the outside company and the type of work to be done.

The Dalsouple warranty covers the replacement of Dalsouple products with their closest equivalent in terms of quality, colour and dimension existing in the Dalsouple range on the day the replacement is made, and excludes installation and removal and any compensation and other indirect costs related thereto. The transport fees shall be borne by Dalsouple.

The Client will be required to put the entirety of the defective products plus the rest of the order, in the event it is also replaced, at the disposal of Dalsouple.

The products may only be returned, exchanged or reimbursed if this warranty is strictly applied.

Products which are not sold as "1st quality" are excluded from this warranty. They can be neither returned nor reimbursed.

Dalsouple's scope of responsibility and intervention begins and ends with its direct clients.

In particular, the Client shall directly and unilaterally deal with any litigation which might arise with its own clients.

7. Jurisdiction

The Courts of Angers, France shall have exclusive jurisdiction over any litigation concerning the performance of a sales contract and/or the interpretation of these General Terms and Conditions.

French law shall apply to Dalsouple's sales and shall apply to any litigation.

The French version of these General Terms and Conditions shall govern and be binding on all parties in the event of litigation.