

# MBP / GENERAL TERMS AND CONDITIONS OF SALE

(2010)

## 1. Orders

The order is only confirmed when we receive a written confirmation. If you place an order by phone, it must be confirmed by fax. We cannot be held responsible if this procedure is not followed.

## 2. Selling prices

All our prices are indicated in Euros net of tax.

The prices indicated on the quotations, catalogues and tariffs are not contractual.

They are likely to be modified according to the variations to which our supplying sources are subjected.

The applicable prices are those in force on the day of delivery. Our policy is to keep our customers immediately informed of any change. However, as this is not always possible, we reserve ourselves the right to modify our tariffs or our range without any notice.

## 3. Delivery terms.

a) Minimum order amount, free of charge delivery and delivery times : they depend on the country of export. Please consult us.

The possible remainders in refilled inkjet (PRINTLINE) and in some laser cartridges (list available on request) will not be taken into account for the calculation of the required minima (minimum of order and FOC) ; the delivery of the remainders on these products will be subjected to the minima indicated.

Our deadlines are given as an indication. No claims can be issued from possible delays.

b) Urgent deliveries: express deliveries requested by the customer are exclusively payable by the customer.

## 4. Complaints - Guarantee and return

- On reception of the goods, the purchaser must, in front of the deliveryman, make sure that the goods are in accordance with the initial order. In the absence of immediate complaint, the goods will be considered as accepted without any reserve by the purchaser and therefore, no later complaint will be accepted.

- We guarantee that the goods are free from any defect. However, any possible defect will have to be reported to us before being sent back. A written request for return must be made by the purchaser, mentioning the references and quantities of defective cartridges.

No return will be accepted without prior agreement of our Service Department: the authorization is granted only by the attribution of a R.M.A as well as possible instructions. Any parcel received without authorization of return will be turned down.

- Our guarantee is limited to the replacement of articles that have been found defective, without the purchaser being able to claim any other allowance.

This guarantee is only valid for products that are stored and/or used under normal conditions.

- Guarantee : 2 years running from the production date

## 5. Payment terms

For any opening of account, the first order will be payable by international swift bank transfer before the delivery (discount of 1%). Any complaint on the invoicing must be done under 30 days within reception of the first parcel.

After acceptance of your company profile by our Credit insurance company, the following orders will be payable at 30 days from the date of invoice by international swift bank transfer.

The customers who will not have received the approval of our Credit insurance company will only be delivered by our company after reception of their payment.

### Clause of decay

The granted times of payment must be scrupulously respected, failing this, the customer is exposed to:

- A decay of the term for the whole of its debts in our connection, as of the moment that only one expiry will not have been honoured

- A questioning of its conditions of payment and the possibility of refusal from our company to deliver any other orders (including the pending orders), without any warning and with no possibility to claim any damages

### Penalty clause

Unless a delay is granted by MBP, the non-payment of our goods on the due date will involve:

- An increase for outstanding interests calculated as from the initial expiry date, according to the rate that equals the legal rate of interest, increased by 5 points

- By way of damages and in the event of contentious intervention: a legal allowance of 15% of the unpaid sum in addition to the legal expenses and legal interests, if required.

## 6. Property

Pursuant to law 80.335 of May 12, 1980, the goods delivered remain our property until their integral payment.

The customer remains responsible, from the delivery, of the maintenance of these products and the damage that those could undergo.

## 7. Litigation

In the event of litigation, the parts will endeavour to settle it by mutual agreement. Failing that, only the Commercial court of Nantes will be qualified.