



GENERAL CONDITIONS OF SALE

List of companies

Chaux et Dolomies du Boulonnais SAS with share capital of 3 811 225 €, registered with « Registre du Commerce et des Sociétés de Nanterre » under number 348 943 846 whose head office is located at Tour W – 102 Terrasse Boieldieu – 92085 Paris La Défense Cedex

Carrières et Fours à Chaux de Dugny SAS with share capital of 3 811 225 €, registered with « Registre du Commerce et des Sociétés de Nanterre » under number 349 020 271 whose head office is located at Tour W – 102 Terrasse Boieldieu – 92085 Paris La Défense Cedex

Société des Fours à Chaux de Sorcy SAS with share capital of 2 286 735 €, registered with « Registre du Commerce et des Sociétés de Nanterre » under number 342 399 797 whose head office is located at Tour W – 102 Terrasse Boieldieu – 92085 Paris La Défense Cedex

Chaux de Boran SAS with share capital of 762 245 €, registered with « Registre du Commerce et des Sociétés de Nanterre » under number n° 348 943 606 whose head office is located at Tour W – 102 Terrasse Boieldieu – 92085 Paris La Défense Cedex

Magnésie et Dolomies de France SAS with share capital of 457 347 €, registered with « Registre du Commerce et des Sociétés de Boulogne sur Mer » under number n° 572 223 469, whose head office is located at Elinghen-Ferques – 62250 Marquise

Aumale Synergie SAS with share capital of 38 112 registered with « Registre du Commerce et des Sociétés de Nanterre » under number n° 016 380 024 whose head office is located at Tour W – 102 Terrasse Boieldieu – 92085 Paris La Défense Cedex

LHOIST France SAS with share capital of 152 450 €, immatriculée au Registre du Commerce et des Sociétés de Nanterre under number 352 326 whose head office is located at Tour W – 102 Terrasse Boieldieu – 92085 Paris La Défense Cedex

Financière LHOIST France SAS with share capital of 2 055 000 registered with « Registre du Commerce et des Sociétés de Nanterre » under number 845 780 758 whose head office is located at Tour W – 102 Terrasse Boieldieu – 92085 Paris La Défense Cedex

LHOIST Participations et Services SAS with share capital of 37 000 €, registered with « Registre du Commerce et des Sociétés de Nanterre » under number 479 945 628 whose head office is located at Tour W – 102 Terrasse Boieldieu – 92085 Paris La Défense Cedex

LHOIST France INVESTISSEMENT SAS with share capital of 100 000 000 €, registered with « Registre du Commerce et des Sociétés de Grenoble » under number 393 031 745, whose head office is located at 15 Rue Henri Dagallier – 38100 Grenoble

FIBAC SAS with share capital of 82 873 819 €, registered with « Registre du Commerce et des Sociétés de Grenoble » under number 378 522 858, whose head office is located at 15 Rue Henri Dagallier – 38100 Grenoble



Les Chaux de la Tour SAS with share capital of 826 804 €, registered with « Registre du Commerce et des Sociétés de Aix en Provence » under number 572 621 142, whose head office is located at 1 Chemin des Chaux de la Tour – 13820 Ensues-la-Redonne

Chaux de Provence – SACAM SAS with share capital of 762 500 €, registered with « Registre du Commerce et des Sociétés de Aix en Provence » under number 721 621 357, whose head office is located at 1525 Ancien chemin de Martigues la Glacière – 13220 Chateauneuf-les-Martigues

Carrières et Chaux Balthazard et Cotte SAS with share capital of 1 220 000 €, registered with « Registre du Commerce et des Sociétés de Grenoble » under number 331 278 309, whose head office is located at Rue de Pra Paris – 38360 Sassenage

Lhoist France Ouest SAS with share capital of 394 692 €, registered with « Registre du Commerce et des Sociétés de Grenoble » under number 816 020 283, whose head office is located at 15 Rue Henri Dagallier – 38100 Grenoble

BCB SAS with share capital of 2 098 600 €, registered with « Registre du Commerce et des Sociétés de Besançon » under number 450 910 021, whose head office is located at rue Choumois ZAC de Valentin 25870 Chatillon-le- Duc

1. GENERAL PROVISIONS

Our sales are governed by these GENERAL CONDITIONS which prevail over any purchasing conditions, clauses and conditions, printed or otherwise, included in orders and correspondence with our clients, excluding our formal written derogations. Non-enforcement of any of our conditions shall not result in its future waiver.

2. OFFERS

All our offers constitute SPECIAL CONDITIONS which amend or supplement these GENERAL CONDITIONS.

3. ORDERS

Orders shall be made out in the name of our Company and sent to our Registered Office. They bind our Company only after written confirmation by our departments and the sale is agreed exclusively according to the conditions of said confirmation and these General Conditions.

*Requests for amendments or termination of Purchaser's order shall not be considered unless they are made **in writing at least 48 hours prior to delivery of the goods** and must also be accepted in writing.*

4. PRICES

*Our prices are stipulated net, ex-works, ex-taxes, **unless otherwise agreed and stipulated in the SPECIAL CONDITIONS.***

5. TRANSPORTATION

All goods and packaging are conveyed at the recipient's risks and perils irrespective of the delivery location and method of transportation, including goods sold franco, unless otherwise stipulated in the SPECIAL CONDITIONS.

6. DELIVERY DEADLINES

The delivery deadlines and/or delivery times are given for guidance. Deliveries delayed by events beyond our control, notably traffic conditions, shall not invoke our liability or justify payment of any indemnity.

7. DISPUTES

The Purchaser undertakes to read the specifications for our products prior to use. The goods are deemed accepted by the Purchaser having regard to their apparent condition, packaging, quantities or weight on delivery; no complaints shall be accepted on such matters unless made in writing in the presence of both parties at the time of delivery.

Any returned products will be rejected, unless formally agreed on between the Purchaser and the Vendor and shall not give rise to the issue of credit notes. The risks and costs of returned goods shall be paid by the Purchaser.

8. **FORCE MAJEURE**

*Any fortuitous event or case of force majeure shall entitle us to **terminate the agreement, deferral of deliveries** or suspension by right of the agreement with regard to the supply of outstanding items... By way of example and non-exhaustively cases of force majeure include general or partial strikes, interruption of transport services, interruptions in the supply of energy or raw materials, operating accidents and in general all causes which may hinder the normal operation of our manufacturing and/or our deliveries.*

9. **GUARANTEE - LIABILITY**

Complaints concerning the delivery of goods non-conform to the order specifications shall be acknowledged only if made by registered letter within three days of receipt, supported by samples if the products have been used. It is the Purchaser's responsibility to provide all documentary proof of the defect observed. The guarantee and liability of the Company are strictly limited to replacement or a refund for goods supplied, excluding any other liability or indemnity whatsoever, the Purchaser being liable for any damage which may derive from use of the sold products and the consequences thereof.

10. **RETENTION OF OWNERSHIP**

***Ownership of goods sold is transferred exclusively after effective and full payment of the overall principal amount and any accessories, notably in the event of payment by bills of exchange.** Payment default on any due instalments shall entitle us to recover the goods notwithstanding this provision, the risks of loss, destruction and deterioration of goods sold and any damage they may suffer are transferred to the Purchaser on delivery.*

11. **PAYMENT AND LATE PAYMENT**

All invoices shall be paid in cash, unless otherwise expressly agreed in writing between the parties, it being specified that payment deadlines shall not extend beyond that stipulated in article L441-6 of the Commercial Code, and in the event of periodic invoicing pursuant to article 289 of the General Tax Code, said deadline shall not exceed 45 days from the date of issue of the invoice.

Any delay or default on payment observed after the payment date stated on the invoice shall entitle us to terminate all agreements between the parties by right and without formality, and shall result by right, without any prior warning, in the levying of penalties for late payment equal to as a minimum, three times the legal interest rate, without prejudice to any claims for compensation which may derive from the delay, and a debt collection indemnity of €40, it being specified that supplementary indemnities may be claimed on documentary proof for higher debt collection costs pursuant to article L441-6 of the Commercial Code.

12. **INDUSTRIAL PROPERTY**

The trademarks under which our products are sold are our exclusive property. Their use, in any form whatsoever by clients, is subject to our express written authorisation.

13. **JURISDICTION**

The law applicable to any agreement with our clients is French Law and any disputes, claims or proceedings relative thereto shall fall within the exclusive jurisdiction of the Paris or Grenoble Courts at the discretion and request of the most diligent party, including for claims under guarantee or multiple defendants and after undertaking all diligences with a view to achieving an amicable resolution of the dispute.