

GENERAL TERMS AND CONDITIONS OF SALE OF NIPPON PIECES SERVICES

GENERAL:

Any order implies the buyer's acceptance of our General Sales Conditions. These apply to any product sold by our establishments. No contrary clause from the Buyer can override our conditions unless accepted in writing by us. The client declares having the full legal capacity to engage under these general conditions.

DESCRIPTION OF PRODUCTS:

Most of our products are equivalent to the original parts.

Body parts are adaptable pieces.

Rotating machines and calipers are refurbished as new.

Tuning parts and any accessories intended to improve performance are exclusively reserved for competition. They are not approved for road use, and we decline any responsibility for non-compliant use with approval.

ACCEPTANCE OF ORDERS:

Orders sent directly to us by our clients or transmitted by our external sales representatives only bind our Company once confirmed in writing. NPS reserves the right to request any guarantees deemed necessary and to suspend any order, even if accepted, until satisfaction on this point.

DELIVERY TIMES:

The delivery times indicated in our order confirmations are only indicative, and any delays do not entitle the buyer to cancel the sale, refuse the merchandise, or claim damages.

Fortuitous Event and Force Majeure: We are relieved of any obligation in the event of a fortuitous event or force majeure preventing the shipment of our products. Force majeure includes, but is not limited to, strikes, fires, floods, wars, epidemics, transport interruption, or customs regimes changes or quotas from the day of the order.

TRANSPORTATION:

All sold goods travel at the buyer's risk, regardless of the mode of transport or payment terms for transportation prepaid or cash on delivery. Our packaging is always done with the utmost care, and we accept no responsibility for damage or breakage during transport. Under no circumstances can we be held responsible for the transporters' failure to meet delivery deadlines. Transport payment remains due even in case of delay.

COMPLAINTS AND RETURNS:

Any return of parts incurs a 15% deduction plus shipping costs; it is up to the client to establish NPS's responsibility. No claim or return will be accepted after three months from the receipt of the goods. Returns must be accompanied by delivery note numbers and parts packed in their original box in perfect condition. Credits are only issued after receipt of parts and agreement from the after-sales service, which reserves the right to refuse any return that does not meet the return conditions. Note: price offers are not credits. Goods we accept for return will result in a credit exclusively applicable to subsequent invoices.

OLD CORE:

No credit will be issued for a deposit returned after two months.

GUARANTEE:

Our warranty conditions are those of our suppliers regarding the duration and scope of services provided. Generally, the warranty is limited to 1 year and/or 20,000 km under normal use conditions (excluding competition, 4x4 raids, etc.) and excludes failures caused by an external factor. The warranty only applies to parts. Labor, transport, and ancillary costs (towing, car rental, etc.) are not included. The warranty can only be invoked if all necessary technical data for achieving the desired industrial result are communicated in due time. It will only be applicable if we confirm an actual manufacturing defect. After expertise, the returned parts will be kept at the client's disposal for 30 days before being destroyed. Any advice on spare parts is only given based on the information provided by the client. In this regard, NPS's responsibility is strictly limited to the conformity of the sold item with the client's order.

PRICE:

Prices on our price lists, quotes, or indicated during the order are only indicative, with billing always taking place at the effective delivery day's price. Our prices are in Euros, excluding taxes, for unpackaged equipment delivered from our warehouse. All transport costs are borne by the buyer.

RETENTION OF TITLE (LAW NO. 80.335 OF 12 MAY 1980):

The merchandise remains our property until full payment is made. Responsibility for the goods is transferred to the buyer upon delivery. The merchandise may be reclaimed upon simple summons if payments are not made on the agreed dates. The buyer is authorized to resell the concerned goods, provided they are sold for the original seller's account and that, in case of delay or cessation of payment, the claims arising from this resale belong by full right to the said seller.

TERMS OF PAYMENT:

All our invoices are payable at the Company's Administrative Headquarters. Upon opening a client account, payment is made by magnetic LCR 10 days from the invoice date. These payment terms apply to mainland France and Corsica. For sales to other territories, contact the Commercial and Export Service. Failure to pay an invoice by the due date results in late penalties equal to three times the legal interest rate. Late penalties are payable the day following the invoice due date without any reminder (Law No. 2001-420 of May 15, 2001). All due amounts become immediately payable even if drafts payable at later dates have been created. No discount will be granted for early payment.

FORFEITURE OF TERM:

Any failure to pay by the due date will result in the immediate demand for all remaining amounts due, regardless of the planned payment method.

PENALTY CLAUSE:

In case of sale termination or implementation of the retention of title clause, the buyer will pay compensation equal to 20% of the delivered goods' price.

DATA PROTECTION ACT:

Under Law No. 78-17 of January 6, 1978, NPS is authorized to collect, process, and retain data concerning the client and to transmit it to companies within its group. The client has the right to access, modify, rectify, and delete information concerning them. To do so, they should contact NPS's head office at CRT2 - 14, Rue de la Voyette - 59273 FRETIN.

CANCELLATION / INVALIDITY:

If any provision of these conditions is declared null or deemed unwritten, all other provisions will continue to apply.

JURISDICTION:

For any disputes arising from this contract or its aftermath, the Commercial Court of Lille will have sole jurisdiction. This jurisdiction clause applies even in the case of multiple defendants and for any claim, even incidental, in intervention or warranty call. Special sales conditions or various shipping or payment methods and the place of delivery cannot operate as novation or derogation from this jurisdiction clause.