

General terms and Conditions USA

fleur ami® products

1. General

All estimates, offers and confirmed orders are subject to the below standard terms and conditions. Estimates and offers are only binding if a confirmation is received in writing by Fleur Ami Products.

2. Pricing

All pricing for our North American catalogue appears in U.S. Dollars per piece unless otherwise stated in our latest price list. Fleur Ami Products only accepts U.S. Dollar funds for payment. All pricing in estimates, offers as well as our catalogue is subject to change without prior notice. If during the term of an order the wage or material cost can be proven to have increased, we reserve the right to adjust the pricing accordingly.

3. Payment Terms

Advance Payment – Acceptable forms of payment include Cashier's Check, Money Order, Wire Transfer and selected Credit Cards. All custom orders require advance deposits.

Non Sufficient Funds

Checks returned to Fleur Ami Products due to non-sufficient funds are subject to a USD 50.00 service charge.

Cash On Delivery- COD shipments will have to be paid by certified check at time of delivery. All checks should be made payable to Fleur Ami Products unless otherwise advised. Maximum dollar limit for a COD shipment is USD 500.00 for most common carrier utilized. COD shipments are not available in all geographic areas.

Additional service fees may apply and vary by delivery carrier. Same fees are to the account of the purchaser.

Open Account- Credit applications are available upon request.

The invoice shall be written on the day of dispatch of the product or upon partial delivery. After acceptance of a quotation and reconfirmation by Fleur Ami Products or upon staging of the order – effectively called a purchase obligation, should the purchaser have not issued a dispatch order, or if the product is held in staging by Fleur Ami Products, the invoice shall then be drawn up. For larger orders, advance payments or partial payments corresponding to the work carried out must be made. In the event of delayed payment, all obligations of the purchaser, even those which are deferred, are due immediately. In the case of delayed payment, the usual bank credit interests will be owed. We may in individual cases and without specifying our reasons require full or partial advance payment.

4. Reservation of proprietary rights

The product shall be delivered under reservation of proprietary rights. Until total payment of all debts, including future debts, all products that we deliver remain our property, regardless of the legal reason, even if the purchase price for especially marked orders has been paid.

The purchaser cannot acquire ownership by transforming the product into a new item. He may if necessary undertake processing on our behalf. The processed product likewise serves as a security for us to the value of the product. When the purchaser undertakes processing using foreign products that do not belong to us, we become part owners of the new item to the proportion of value of the foreign processed product represented by our product. The new item that results from processing shall be our title good. All claims on the part of the purchaser from the resale of title goods shall be diverted to us. The ceded claims serve in the estimated invoice as a security for the respective outstanding balance. If the title good is sold by the purchaser together with foreign products that do not belong to us, whether before or after processing, the transfer of the purchase price claim only applies to the value of the title good, which with the other products is the object of this purchase contract or part of the purchase item. The purchaser is entitled to engage in the further sale of the title good only in normal business dealings and only on the condition that the claim of purchase price from further sale goes only to us. The purchaser is obliged to inform us immediately of third party

access to the products delivered under reservation of proprietary rights or of the ceded claims. The purchaser is obliged to pass on the necessary information and to provide us with the documentation that we need in order to claim our rights from the buyer. Upon withdrawal of the product by us, all additional costs must be refunded to us. The purchaser is entitled to collect the claims from further sale. On our request, he must inform us of the debtors of the ceded claims. We are entitled to inform the debtors of the transfer. The reservation of proprietary rights also remains valid when some of our claims are incorporated into a running account and the balance is reached and acknowledged. Our reservation of proprietary rights is stipulated in such a way that upon complete payment of our claims from the business connection, the ownership of the title good is transferred without delay to the purchaser and the purchaser is entitled to the ceded claims.

5. Excess safeguarding clause

If the value of the securities arising from the aforementioned provisions for the seller exceeds the amount of his claims to the purchaser by more than 20%, he is obliged to this extent to release the related proportion of securities on the request of the purchaser.

6. Logistics and transportation

Fleur Ami Products ships most stocked orders within 24 hours of receipt. If a specific shipping date is needed, please call to confirm product availability and transit time.

Incoterms of all orders

All pricing is based ex works Atlanta, GA / College Park, GA warehouse. Damages or Shortages It is the responsibility of the purchaser to inspect and report damages or shortages at time of arrival to the delivering carrier. Please note that non-compliance will result in rejection of claims. Even in the event that Fleur Ami Product prepays and charges transportation charges by arranging the deliveries on the behalf of the purchaser, all claims must be settled with the delivery carrier directly.

Returns

Stock items may be returned only with Fleur Ami Products prior authorization and are subject to a restocking charge of \$ 25.00 or 30% net invoice whichever is greater. In addition, all related transportation costs are to be borne by the purchaser. Authorized returns must be received in saleable condition, without exception. Credit will be withheld if merchandise is not saleable. Returns cannot be authorized after 30 days from date of original shipment. Unauthorized returns will be refused.

Dangerous goods shipments

Any shipment considered dangerous goods will require proper hazardous material labeling and documentation. Depending on carrier, surcharges may apply. Same will be passed on to the purchaser as pass through items.

Delivery and delivery deadlines

The dispatch of all shipments takes place, without exception, at the expense and risk of the recipient, including for freight prepaid paid and charged deliveries. Transport insurance is only placed on behalf of the purchaser if instructions have been received in writing at time of order placement. After inspection and acceptance on the part of the purchaser, all of the seller's liability ceases to be valid, unless in the case of the malicious concealment of deficiencies. Delivery deadlines: Agreed delivery deadlines shall be respected as far as possible. Fleur Ami Products is not liable in cases of late delivery caused by circumstances for which Fleur Ami Products is not responsible. Business disturbances, in both Fleur Ami Products business and in other businesses on which production and transport depend - caused by war, strikes, lock-outs, insurgency, energy shortages, transport failures, work restrictions and all other cases of force majeure - exempt Fleur Ami Products from the observance of the agreed delivery times and prices. Any overstepping of the delivery time and price caused by the latter does not entitle the purchaser to withdraw their order or hold Fleur Ami Products liable for any damage that may have occurred.

7. Delivery errors

In the event of delivery errors on the part of Fleur Ami Products, the purchaser is in any case entitled to exercise his legal rights only after the establishment of an appropriate extension. He may not demand compensation for lost profit. Compensation for damages or other demands subsequent to delivery errors are excluded.

8. Notice of objection

Objection notices are only possible within 7 days of delivery of the product at place of destination in compliance with the legal provisions and upon the exact indication of the alleged specific deficiency. They do not affect the fulfillment of the agreed payment terms. In cases of justified objections, we decide at our discretion either to only take the product back or to provide a replacement. We are only legally responsible in extend of the delivery carrier liability should the transportation be arranged and paid for by Fleur Ami Products. Extensive claims, particularly the right to contract cancellation, contract reduction or compensation for damages for non-fulfillment, are excluded. Fleur Ami Products may only be accused of concealed deficiencies which cannot be found after immediate investigation if the letter of complaint is sent to Fleur Ami Products within 60 days after the product has left the Fleur Ami Products facility.

9. Place of fulfillment and jurisdiction

The place of fulfillment and jurisdiction for all claims and legal disputes in the context of the contractual relationship shall be Fayetteville, Georgia.

10. Partial invalidity

The present or future invalidity of a provision in these General terms and conditions shall not affect the validity of any other provisions.

11. Add-on for small quantity orders

For small quantity orders below USD 150.00, Fleur Ami Products reserves the right to charge an additional fee on of USD 15.00 per order. Minimum order amounts may vary by product and are at discretion of Fleur Ami Products.

12. Reprinting

The reprinting, copying or distribution of our catalogues or any portion thereof is expressly prohibited without the written authorization of Fleur Ami Products.