

## TESTING OF MATERIALS – GENERAL TERMS AND CONDITIONS OFFICIAL PROOF HOUSE

### **Article I – Generalities**

The present terms and conditions define the contract that binds the *Banc d'Epreuve des Armes et Munitions* and the client as regards the general testing conditions of materials.

### **Article II – Definitions**

The *Banc d'Epreuve* is the establishment conducting the tests. This establishment is an external department of the Chamber of Commerce and Industry of Saint-Etienne/Montbrison. The CCI is therefore the legal contractor of the tests.

The client is the party who orders the tests and provides the materials. The beneficiary is the party designated by the client as recipient of the test report.

### **Article III – Object :**

The present terms and conditions define the contract binding the *Banc d'Epreuve* and the different parties involved (client, beneficiary) as regards the service provided by the laboratory of the *Banc d'Epreuve*.

### **Article IV – Test order**

#### **4-1 : Order placement**

The order must be made in writing, either an order form or a quotation approved by an authorised person from the client company, transmitted by mail, fax or e-mail. The order form must clearly mention the particular testing conditions (specifications, norms, etc.) and all useful information to carry out the tests (dimensions, environmental conditions of the samples, etc.).

#### **4-2 : Order acceptance**

After reception and acceptance of the order, a date is agreed with the client for the actual test to be carried out.

#### **4-3 : Order cancellation**

Should the client cancel the reservation of the shooting range session less than 3 working days in advance, the session will be charged.

### **Article V : Samples**

#### **5-1 : Presentation and delivery of samples**

It is the client's responsibility to organise the transportation and delivery of samples. The *Banc d'Epreuve* will check visually the condition of materials upon reception and signal possible deteriorations to the client ASAP.

#### **5-2 : Client's obligation to notify important information**

The client provides precise information about the delivered samples, notably in terms of potential risks as well as specific operating and storage conditions.

This information is the sole and entire responsibility of the client.

#### **5-3 : Liabilities**

The client is responsible for the material sample delivered to the *Banc d'Epreuve* as well as its representativeness.

On completion of testing, the *Banc d'Epreuve* returns the materials to the client or proceeds with their destruction upon written order of the client.

For any contestation related to the test results, the client must produce the sample originally tested. In this case, storage and identification of the sample are the

client's responsibility, in the case of a destruction ordered by the client, or of a conservation incident, the client must inform the *Banc d'Epreuve* who cannot be held responsible.

#### **5-4 : Storage**

Prior to testing, the samples are stored in a secure and locked storage room.

#### **5-5 : The fate of the samples after testing**

Unless destruction has been ordered in writing by the client, the sample is prepared and packed by the *Banc d'Epreuve* for its restitution to the client. Transportation is then organised and charged to the client, or handled by a transport contractor specially appointed by the client. Beyond six months' storage, the

*Banc d'Epreuve* will send the materials back at the charge of the client.

—

### **Article VI : Testing procedures**

#### **6-1 : Date of testing**

The date and duration of testing are mentioned in the quotation established by the *Banc d'Epreuve*.

the Technical Manager reserving the right to refuse the authorisation for security reasons. Upon arrival, they will need to present valid identification.

The persons attending the tests are requested to comply with all safety rules applicable at the *Banc d'Epreuve*, as well as all orders or injunctions from the Technical Manager and his attendants.

#### **6-2 : Possible presence of the client**

Clients may wish to attend the tests, in order to do so, they must give their name, first name, job title, and the name and nationality of the company

#### **6-3 : Report writing**

The *Banc d'Epreuve* delivers a report concerning the testing of the materials in accordance with the conditions previously agreed with the client. It can be written in French, English or Spanish.

The report is composed of two originals duly authenticated and signed, one of which is handed over to the client.

Should the client designate a beneficiary, the report is directly handed over to both the client and the beneficiary.

#### **6-4 : Liabilities**

For every test necessitating a report, the client is required to give the complete composition of the sample, which remains confidential, unless otherwise requested by the client.

Services are invoiced according to prices in effect on the day the order is placed.

### **Article VII – Prices and payment conditions**

#### **7-1 : Prices**

Services are invoiced according to prices in effect on the day the order is placed.

#### **7-2 : Payment methods**

Payment is made by bank transfer in Euros; payment by cheque is accepted for all the clients holding an account opened in France.

Payment is due 45 days following reception of the invoice. Cash payment or payment at an earlier date than that specified by the present general terms and conditions cannot, in any case, give rise to a discount. Any amount unpaid on due date will lead to the application of penalties equivalent to the legal interest rate, increased by 2 percentage points. Penalties are calculated on the price all inclusive of tax and are payable on request by the *Banc d'Epreuve*.

#### **7-3 : Invoicing**

The invoice is issued and enclosed with the testing report and result sheets.

### **Article VIII – Confidentiality**

Unless a third party beneficiary is designated by the client, the *Banc d'Epreuve* is committed to respecting total confidentiality about the tests performed.

This confidentiality applies to the test results, the composition of the materials tested, as well as the testing conditions.

Reciprocally, clients attending tests must show the greatest discretion as regards the running of the *Banc d'Epreuve*.

### **Article IX – Applicable legislation and relevant jurisdiction**

The services submitted to the present terms and conditions fall under the French law

and all the legislations specific to the Chamber of Commerce and Industry of Saint-Etienne/Montbrison, a state public organisation.

In case of litigation, only the tribunals within the jurisdiction of the *Banc d'Epreuve des Armes et Munitions* are competent.  
General terms and conditions applicable from 3<sup>rd</sup> January 2005.

