

General Conditions for Ammunition Controls carried out by the Official Proof House for Arms and Ammunition

Article I – Definitions

The Saint Etienne Official Proof House carries out control operations on ammunition in compliance with its accreditation from the Ministry of Industry and with regulations in force, particularly those of the Permanent International Commission. The Official Proof House is managed by the Saint-Etienne Montbrison Chamber of Commerce and Industry of which it forms an outside department. For this reason, in legal terms the CCI is the service provider for ammunition control operations.

The client is the person issuing the order for ammunition controls.

Article II– Purpose

The purpose of the present general conditions for ammunition controls is to define the rules applicable to ammunition control services provided by the Official Proof House, except when otherwise stipulated in the order.

Services covered concern:

- Controlling the type of ammunition, controlling the manufacture of ammunition, official approvals,

- Accreditation or inspection of accredited laboratories.

These present conditions accompanied by the schedule of prices are systematically addressed or given to every client so that they can place an order.

As a result, placing an order implies full and unreserved acceptance of the present general conditions by the client subject to any special clause or clauses set forth in the order.

Article III – Order

Article III-I Placing the order

A quotation is drawn up as per the Official Proof House price schedule in force. For any other more specific test-order, a quotation is also drawn up by the Official Proof House on the basis of information communicated by the client.

In the context of inspections of accredited laboratories, whenever the Official Proof House receives an order, an intervention date is set in agreement with the client in compliance with the legal obligation to be inspected at least once every 3 years.

To confirm its definitive order, the client must return the order or approved quotation (signature and the words "Good for acceptance") to the Official Proof House. If the client is a moral person, the order or estimate is to be signed by the person accredited to commit the entity concerned.

Article III-II Acceptance or refusal of order

Any order received by the Official Proof House will only be taken into consideration if it, or the approved quotation is accompanied by payment of the total price for the service.

Furthermore, the client must strictly comply with regulations applicable to the transport of ammunition.

The absence of any one of these elements may justify refusal of the order by the Official Proof House.

For any ammunition received without a formal order and without full payment for the service to be provided, the Official Proof House shall make contact with the client by registered letter with acknowledgement. Should no reaction be received from the client, ammunition will be returned to it "carriage forward".

For any laboratory accreditation or inspection of an accredited laboratory, travelling expenses for the Official Proof House's technicians are at the client's expense. These expenses are subject to an estimate enclosed with the offer and will be invoiced on presentation of the corresponding receipts.

Article III-III Cancellation of order

Should the client cancel any order in progress for any reason whatsoever, the works already carried out will be invoiced to the client and not give rise to any reimbursement.

Article IV – Execution

Article IV-I Reception of ammunition

Samples of ammunition must be given or sent to the Official Proof House, after the order has been accepted, together with a list specifying the quantities, the type of ammunition and the characteristics of its component elements.

In all cases, costs and risks related to transporting ammunition are at the client's expense.

The client agrees to comply with regulations concerning the transport of ammunition.

If the Official Proof House has not received the samples of ammunition within 3 months of receiving the order, it reserves the right to cancel the order without any reimbursement or compensation.

Samples must be delivered to the Official Proof House in a condition that enables controls to be carried out.

Article VI-II Control on arrival

All samples of ammunition delivered to the Official Proof House undergo inspection on arrival, to ensure that the products are capable of enduring the control process. The order will not be carried out if it appears that the load of ammunition does not comply with manufacture to best professional practice.

If any anomalies are discovered, they will be notified by mail to the client and the samples of ammunition will be returned carriage forward.

Article VI-III Control operations

The Official Proof House carries out control operations on ammunition as per the procedures defined by the Permanent International Commission.

For safety reasons, no client, professional or otherwise, may have access to the firing tubes used for control operations, and this under any circumstances whatsoever.

Ammunition that has undergone control operations is necessarily destroyed during the pressure test. Ammunition that undergoes geometrical control tests is kept by the Official Proof House. A control report is drawn up for every sample of ammunition. Similarly, an approval or accreditation report or even an inspection report will be drawn up depending on the nature of the order. This report is signed by the person accredited for this purpose: it is accompanied by a certificate and is officially stamped by the Official Proof House. The report is handed over to the client.

Should any proven non-compliance appear during control, accreditation or inspection operations, a non-compliance report will be drawn up or the approval or accreditation will be withdrawn. Recommendations or suggestions may also be made by the Official Proof House. The Official Proof House Technical Committee intervenes in the approval of all official approval, accreditation or inspection reports for a company by giving its written agreement for validating the certificate, which will be drawn up and signed by the Director of the Official Proof House.

Article IV-IV Responsibility

The Official Proof House is responsible for correct execution of control operations and shall take the utmost care when carrying them out.

Furthermore, the client is responsible for the representativeness of the ammunition samples that it provides to the Proof House.

The client shall also declare that manufacture of the ammunition is carried out in compliance with the standards defined by the Permanent International Commission. The Official Proof House reserves the possibility of holding the client responsible for any damage to equipment used by the Official Proof House for carrying out controls whenever ammunition does not meet this requirement.

Article V – Prices and terms of payment

Article V-I Prices

Services are invoiced at the prices in force at the time the order is placed as per the schedule or quotation enclosed with the present conditions.

Article V-II Terms of payment

Payment for services will be cash and discounts will not be granted under any circumstances. Payment of the total cost of the service must accompany any order or, for approved or accredited companies, be paid to the Proof House during the month following receipt of the invoice.

Article V-III Invoicing

The invoice, drawn up in a single copy, is issued after the control operation, when the report has been drawn up.

For approval or accreditation services, the date of completion of the service will be considered as being the date of payment, which will appear on the invoice.

Article VI – Applicable law and competent jurisdiction

Interpretation and application of the present general conditions are governed by French law, as well as any disputes relating to the contract binding the Proof House to any of its clients.

The services covered by the present general conditions are governed by French law and by any specific regulations of the Saint-Etienne Montbrison Chamber of Commerce and Industry, a public State organisation. In the event of any dispute, the only competent court will be the Administrative Court of Lyon.

General conditions adopted by the General Assembly of the Saint-Etienne Montbrison Chamber of Commerce and Industry on June 21st 2010 and valid as from June 22nd 2010

