

General Conditions for Ballistic Resistance Tests on Materials carried out by the Official Proof House for Arms and Ammunition

Article I – General

The present general conditions for material testing govern the contractual relations that bind the Official Proof House for Arms and Ammunition to its client when testing the said materials.

Article II – Definitions

The Official Proof House is the establishment that carries out the tests. It is governed by the Saint-Etienne Montbrison Chamber of Commerce and Industry of which it forms an outside department. For this reason, in legal terms the Saint-Etienne Montbrison Chamber of Commerce and Industry is the test service provider. The client is the entity that issues the order for tests and which supplies the material. The beneficiary is the addressee of the test report as named by the client.

Article III – Purpose:

The purpose of the present general test conditions is to define the conditions which the Official Proof House and the different intervening parties (client, beneficiary) are committed to respect with regard to services provided by the Official Proof House laboratory.

Article IV – Orders for tests

Article IV-I Placing the order

Orders must be drawn up in the form of purchase orders or a quotation (approved by a person accredited to commit the entity concerned) and must be sent by mail, fax or e-mail. The sending of samples and our acceptance of a receiving is worth confirmation of order. The order must specify test conditions (individual specifications, standards to be respected, etc.) and any information required for the tests to be carried out correctly (dimensions and environmental conditions for samples, etc.) In all cases, information must be provided at least two working days in the week preceding tests.

Article IV-II Acceptance of orders

After receipt and acceptance of the order or samples, a date is agreed upon with the client for carrying out the tests.

Article IV-III Cancellation of orders

Should the client reserve the firing range for a period less than or equal to one day and cancel its reservation less than 3 working days beforehand, it will be invoiced for the time initially reserved for it, except in duly justified cases of force majeure.

Should the client reserve the firing range for a period of over one day and cancel its reservation less than 7 working days beforehand, it will be invoiced for the time initially reserved for it except in duly justified cases of force majeure.

Article V – Samples

Article V-I Presentation and delivery of samples

Transport and delivery shall be carried out on the client's initiative and under the client's responsibility.

Samples must be received at least two working days in the week preceding tests.

For foreign clients, samples are to be delivered in packaging with the letters DDP on it.

Le Official Proof House limits itself to a visual inspection of the material's condition and will promptly inform the client of any possible deterioration.

Article V-II The client's obligation to information

The client shall provide accurate information on the samples sent, especially concerning any possible risks and precautions that they may require for their use or their storage. All this information is provided under the client's sole and total responsibility.

Article V-III Responsibilities

The client is responsible for the sample of material made available to the Official Proof House and its representativeness of their production.

After tests have been completed, the Official Proof House makes the materials available to the client or has them destroyed on written request from the client. For any dispute relative to test results, the client must produce the sample on which tests were made. Its identification and its conservation are under the client's full responsibility. If the client destroys the sample on its own initiative or if the sample undergoes any incident during storage, the client must inform the Official Proof House thereof. In this case, the latter may not be held liable in the event of any dispute on test results.

Article V-IV Storage

Before they are tested, samples are stored, away from the public eye in a locked secured room.

Article V-V Fate of samples after testing

Except when ordered by the client in writing to destroy the samples, they are packaged by the Official Proof House, and return transport is organised by the client, at its expense and by a carrier duly mandated by it. The client commits itself to taking back the samples within three months. After a period of one year and one day as from the date of dispatch of the invoice, samples will be destroyed and the client charged for it

Article VI – Carrying out tests

Article VI-I Date of execution

The date and schedule for carrying out tests are agreed upon with the client after receipt and acceptance of the order.

Article VI-II Possible presence of the client

Clients may be allowed to attend tests. Beforehand, they must indicate their names, forenames, position, the corporate name and nationality of their Company. However, the Director of the Official Proof House reserves the right to refuse this authorisation for reasons of safety and confidentiality. On their arrival, authorised persons must present an identity card.

All persons attending tests are committed to complying with all safety regulations applicable in the Official Proof House, and with all orders and injunctions issued by its Director or his representatives.

Article VI-III Drawing up the report

The Official Proof House issues a report relative to material tests under conditions defined with the client beforehand. It may be drawn up in French, English, Spanish or Italian.

The report includes two duly authorised and signed originals, one of which is given to the client.

Should the client have named a beneficiary, the report is transmitted directly to the client and the beneficiary.

Article VI-IV: Responsibilities

For every test giving rise to an official report, the client must provide the full composition of the material, which information shall remain confidential unless otherwise stipulated by the client.

Article VII – Prices and terms of payment

Article VII-I Prices

Services are invoiced at the price schedules in force when the order is placed.

Article VII-II Terms of payment

Payments are made by bank transfer in Euros; payment by cheque is permitted for all clients have accounts in France.

Terms of payment are 45 days after the date of issue of the invoice.

Immediate cash payment or payment at a date prior to the date set in the general conditions will under no circumstances give rise to any discount. Any amounts remaining unpaid within the period allowed will be subject by rights to penalties amounting to a sum equal to the legal rate of interest increased by two points. Penalties are due on all amounts tax inclusive. These penalties are due on simple request from the Official Proof House.

Any bank charges are at the customer's expense.

Article VII-III Down-payments

A down-payment of 30% will be requested from all non-European clients when the order is placed. The balance is to be paid on receipt of invoice.

Article VII-IV Invoicing

The invoice is issued and transmitted to the client together with the test report and results sheets.

Article VIII – Confidentiality

Except when a third-party beneficiary has been named by the client, the Official Proof House agrees to respect complete confidentiality on all tests made.

This confidentiality concerns not only test results, but also the composition of the material provided and the conditions for carrying out tests.

Reciprocally, clients attending tests must show the greatest discretion concerning the way in which the Official Proof House operates.

Article IX – 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 21st of June 2010 and applicable as from 22nd of June 2010.

