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PRICE LIST UNITED KINGDOM

Valid from 01.01.2023

HEAD OFFICE

Balsan

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BALSAN

Designed & Made in France



MODULAR: TILES



STANDARD ARTICLE

DEMAND / ADDITIONAL COMFORT SUITABILITY

STANDARD ARTICLE	DEMAND / ADDITIONAL COMFORT SUITABILITY	Classification Contract	Fil/Garn		Envers/Backing				Pile Weight g/m ²	Width cm	Packaging	Tile-Price £/m ²
			Teint masse SDN	RECONTE & other threads	BBack	NRB	EcoSoft	sonic confort				
ATLAS HD Collection Wild Nature			✓	∞	✓				1050	50x50	4 m ²	39,69
AVENUE Collection Metropolitan			✓		✓				520	50x50	6 m ²	17,42
BALTIQUE HD Collection Wild Nature			✓	∞	✓				1050	50x50	4 m ²	39,69
BATIK			✓	∞	✓				580	50x50	5 m ²	23,23
BOLÉRO					✓				1030	50x50	4 m ²	34,12
BOLÉRO SONIC CONFORT (8 col.)							✓		1030	50x50	4 m ²	-
CANOPY TO BARK Collection Macro-Micro			✓	∞	✓				850	50x50	4 m ²	34,61
CANOPY TO BARK HD Collection Macro-Micro			✓	∞	✓				1050	50x50	4 m ²	39,69
CANOPY TO BARK SONIC CONFORT (3 col.) Collection Macro-Micro			✓	∞			✓		850	50x50	4 m ²	40,05
CÉSAR DALLE Collection Carré Couture			✓	∞	✓				1050	50x50	4 m ²	39,69
CIRRUS ^{NEW} Collection Nuages					✓				650	50x50	5 m ²	23,88
CRAZY Collection Color Scale			✓			✓			500	50x50	4 m ²	24,93
CYCLADES Collection Wild Nature			✓	∞	✓				850	50x50	4 m ²	34,61
DARIUS DALLE Collection Carré Couture			✓	∞	✓				1050	50x50	4 m ²	39,69
DESERT Collection Infini Colors				∞	✓				770	50x50	5 m ²	26,38
DOLCE VITA			✓	∞			✓		1300	50x50	3 m ²	34,12
EDEN HD Collection Wild Nature			✓	∞	✓				1050	50x50	4 m ²	39,69
FOREST Collection Infini Colors				∞	✓				770	50x50	5 m ²	26,38
GRAVEL NRB ^{NEW} Collection Stone			✓	∞		✓			700	50x50	5 m ²	30,01
GYPSE Collection Wild Nature			✓	∞	✓				850	50x50	4 m ²	34,61
ILDA DALLE Collection Carré Couture			✓	∞	✓				1050	50x50	4 m ²	39,69
IMPRESSION					✓				830	50x50	5 m ²	27,83
KARMA			✓		✓				650	50x50	5 m ²	20,45
L480			✓	∞	✓				480	50x50	5 m ²	18,63
LÉON DALLE Collection Carré Couture			✓	∞	✓				1050	50x50	4 m ²	39,69
LOUVRE DALLE Collection Grand Hôtel			✓		✓				1250	50x50	4 m ²	33,76
MANGROVE Collection Wild Nature			✓	∞	✓				850	50x50	4 m ²	34,61
MATRIX & MATRIX LINK ^{NEW} Collection Color Scale			✓			✓			500	50x50	4 m ²	24,93
MEZZO					✓				1040	50x50	4 m ²	34,61
NEXUS & NEXUS LINK			✓	∞	✓				850	50x50	4 m ²	34,61
ODÉON Collection Metropolitan District			✓		✓				780	50x50	5 m ²	30,01
ODÉON SONIC CONFORT (2 col.) Collection Metropolitan District			✓				✓		780	50x50	5 m ²	-
ORIGAMI					✓				580	50x50	5 m ²	23,11
PEAK TO MARBLE Collection Macro-Micro Zoom HD			✓	∞	✓				1050	50x50	4 m ²	39,69
PILOTE ²			✓	∞	✓				580	50x50	5 m ²	22,63
PILOTE ² SONIC CONFORT (6 col.)			✓	∞			✓		580	50x50	5 m ²	28,19
PROGRESSION				∞	✓				820	50x50	5 m ²	25,17
RIALTO DALLE Collection Grand Hôtel			✓		✓				1250	50x50	4 m ²	33,76
ROCK Collection Infini Colors				∞	✓				770	50x50	5 m ²	26,38
SEASON LINES Collection Season			✓		✓				540	50x50	6 m ²	20,45
SÉRÉNITÉ DALLE			✓	∞	✓				1100	50x50	4 m ²	35,09
SIGNAL Collection Color Scale			✓	∞		✓			500	50x50	4 m ²	24,93
SKY & SKYLINE					✓				420	50x50	5 m ²	13,92
STIMULI Collection Color Scale			✓	∞		✓			500	50x50	4 m ²	24,93
STONEAGE Collection Infini Colors				∞	✓				770	50x50	5 m ²	26,38
STONEAGE NRB Collection Infini Colors				∞		✓			770	50x50	4 m ²	29,40
STONEAGE SONIC CONFORT (6 col.) Collection Infini Colors				∞			✓		770	50x50	4 m ²	31,94
STRATUS ^{NEW} Collection Nuages					✓				650	50x50	5 m ²	23,88
TAKE A WALK				∞	✓				650	50x50	5 m ²	23,11
TRAMONTANE Collection Pilote 3D			✓	∞	✓				620	50x50	5 m ²	26,98
TRAMONTANE NRB Collection Pilote 3D			✓	∞		✓			620	50x50	3 m ²	32,43
TRUST Collection Resonance			✓		✓				500	50x50	6 m ²	16,70
TRUST LINK Collection Resonance			✓		✓				500	50x50	6 m ²	16,70
TRUST STRIPES Collection Resonance			✓		✓				500	50x50	6 m ²	16,70
ULTRASOFT DALLE Collection Ultrasoft					✓				1000	50x50	4 m ²	32,19
URBANIST				∞	✓				620	50x50	5 m ²	23,88
WINTER Collection Season			✓		✓				540	50x50	6 m ²	20,09

For all orders below £300 excluding tax, a supplement of £30 excluding tax applies - "No pallet" = £1.90/m² excl. tax.
Options: "Sonic Confort on demand from 200 m²": £5.78/m² excl. tax - "Dalle acoustique Sonic Booster Layer 50x50 cm": £8.20/m² excl. tax.

QUALITY CUSTOM TILES



(Special productions: see general catalogue 2022-2023 for minimum orders)

ARTICLE	DEMAND / ADDITIONAL COMFORT SUITABILITY	Classification Contract	Teint masse SDN	ECOANTAL & other threads	Sonic Confort on demand	Pile Weight g/m ²	Width cm	Packaging	Tile-Price £/m ²
COLLECTION CARRÉ COUTURE CYP Colorpoint - Dalle			✓	∞		1050	50x50	4 m ²	41,99
COLLECTION CARRÉ DESIGN Modular Design 620 Loop				∞		620	50x50	5 m ²	23,52
COLLECTION CARRÉ DESIGN Modular Design 650 Velours						650	50x50	5 m ²	20,76
COLLECTION GRAND HÔTEL			✓			1250	50x50	4 m ²	36,91
COLLECTION INFINI COLORS				∞		770	50x50	5 m ²	28,68
COLLECTION MACRO-MICRO CYP Colorpoint			✓	∞		850	50x50	4 m ²	36,91
COLLECTION MACRO-MICRO HD CYP Colorpoint			✓	∞		1050	50x50	4 m ²	41,99
COLLECTION METROPOLITAN DISTRICT			✓			780	50x50	5 m ²	32,31
COLLECTION METROPOLITAN GRAFIK			✓			625	50x50	5 m ²	26,38
COLLECTION PILOTE 3D			✓	∞		620	50x50	5 m ²	29,28
COLLECTION RESONANCE			✓			500	50x50	6 m ²	16,70
COLLECTION WILD NATURE CYP Colorpoint - Dalle et Lames			✓	∞		850	50x50	4 m ²	36,91
COLLECTION WILD NATURE HD CYP Colorpoint - Dalle et Lames			✓	∞		1050	50x50	4 m ²	41,99

For all orders below £300 excluding tax, a supplement of £30 excluding tax applies - "No pallet" = £1.90/m² excl. tax.
Options: "Sonic Confort on demand from 200 m²": £5.78/m² excl. tax - "Dalle acoustique Sonic Booster Layer 50x50 cm": £8.20/m² excl. tax.

PLANKS



STANDARD ARTICLE	DEMAND / ADDITIONAL COMFORT SUITABILITY	Classification Contract	Teint masse SDN	ECOANTAL & other threads	Pile Weight g/m ²	Width cm	Packaging	Tile-Price £/m ²
BOLERO - PLANKS Collection Mix Up					1030	100x25	3 m ²	36,18
CANOPY TO BARK - PLANKS Collection Macro Micro			✓	∞	850	100x25	3 m ²	36,66
CANOPY TO BARK - PLANKS HD Collection Macro Micro			✓	∞	1050	100x25	3 m ²	39,69
GENIUS - PLANKS ^{NEW} Collection Color Scale			✓		550	100x25	3 m ²	28,80
JUNGLE - PLANKS Collection Mix Up				∞	770	100x25	3 m ²	28,56
MIND - PLANKS ^{NEW} Collection Color Scale			✓		550	100x25	3 m ²	28,80
PILOTE ² - PLANKS Collection Mix Up			✓	∞	580	100x25	3 m ²	24,81
ULTRASOFT - PLANKS Collection Ultrasoft					1000	100x25	3 m ²	34,24
WINTER - PLANKS Collection Season			✓		540	100x25	3 m ²	22,14
WOODLANDS ^{NEW} Collection Up Down (Planks)					310	100x25	4,5 m ²	24,00

For all orders below £300 excluding tax, a supplement of £30 excluding tax applies - "No pallet (planks)": £1.90/m² excl. tax.
Options: "Sonic Confort on demand from 200 m²": £5.78/m² excl. tax - "Dalle acoustique Sonic Booster Layer 50x50 cm": £8.20/m² excl. tax.

COMPLEMENTARY PRODUCTS



ARTICLE	DEMAND / ADDITIONAL COMFORT SUITABILITY	Classification Contract	Width cm	Packaging	Tile-Price £/m ²
CONTOURS CHAMBORD - TARASCON ^{NEW} Collection Aspecta			21,5x107,5 30,2x141,8	1,85 m ² 2,14 m ²	40,00
CONTOURS CHANTILLY ^{NEW} Collection Aspecta			22x110	1,94 m ²	34,90
CONTOURS VERSAILLES ^{NEW} Collection Aspecta			30,5x140,78	1,72 m ²	44,80
RIGID CLIC ACOUSTIC Collection Symbiance			17,78x121,28	8 m ²	21,95
RIGID CLIC ACOUSTIC XL ^{NEW} Collection Aspecta			22x151 44,8x90,6	1,99 m ² 2,44 m ²	36,70
DRY BACK Collection Symbiance			17,7x121,9 45,7x91,4	3,25 m ² 3,76 m ²	14,45
DRY BACK XL ^{NEW} Collection Aspecta			22,86x152,4 45,72x91,44	3,48 m ² 3,35 m ²	27,70
LOOSE LAY Collection Symbiance			25x100 50x50	2 m ² 2 m ²	19,95

For all orders below £300 excluding tax, a supplement of £30 excluding tax applies - "No pallet (LVT)": £1.90/m² excl. tax.

WALL TO WALL: BROADLOOM



STANDARD ARTICLE

DEMAND / ADDITIONAL COMFORT SUITABILITY

		Classification Contract	Teint masse SDN	ECONYL® & other threads	Pile Weight g/m ²	Width m	Roll-Price £/m ² net
ALINEA Collection Les Best Design 2					1200	4	27,83
AMIRAL Collection Les Best Design 2					1200	4	27,83
AQUA Collection Territoires					1240	4	27,10
ATRIUM Collection Territoires					1240	4	27,10
AVENUE ROLL Collection Metropolitan Avenue					480	4	10,89
BACCARAT					1300	4	25,89
BOHEME Collection Vision of Elegance			✓	∞	1250	4	39,81
BRIDGE Collection Les Best Design 2					1200	4	27,83
CARRARE Collection Les Best Design 2					1200	4	27,83
CASUAL Collection Les Best Design 2					1200	4	27,83
CENTAURE DECO					440	4+5	12,34
CÉSAR Collection French Couture Standard			✓	∞	1050 1200	4	36,78
CONCRETE CONFORT + Collection Design Concept					650	4	22,14
CONSTELLATION Collection Design Concept					650	4	20,45
DANDY Collection Vision of Elegance			✓	∞	1250	4	39,81
DARIUS Collection French Couture			✓	∞	1050 1200	4	36,78
DARIUS SOFT ^{NEW} Collection French Couture					1200	4	39,77
DIVA					1695	4	51,79
ECHO Collection Les Best Design 2					1200	4	27,83
ENCRE Collection Unique Territoire Standard					1240	4	31,34
ÉQUINOXE					650	4	18,27
ESMÉE Collection French Couture			✓	∞	1050 1200	4	36,78
FEELINGS					1600	4+5	33,40
FIRST CLASS					1350	4	27,35
FLANNEL CONFORT + Collection Design Concept					650	4	22,14
FLORE Collection Vision of Elegance			✓	∞	1250	4	39,81
GINA Collection French Couture			✓	∞	1050 1200	4	36,78
GRAPH Collection Les Best Design 2					1200	4	27,83
IDYLLE			✓		2000	4	29,77
ILDA Collection French Couture			✓	∞	1050 1200	4	37,99
KABUKI Collection Les Best Design 2					1200	4	27,83
LÉON Collection French Couture			✓	∞	1050 1200	4	36,78
LÉON SOFT ^{NEW} Collection French Couture					1200	4	39,77
LES BEST / LES BEST S					1200	4+5	24,20
LES GREENS CONFORT +					700	4+5	36,78
LILY Collection French Couture			✓	∞	1050 1200	4	36,78
LOUVRE Collection Grand Hôtel			✓	∞	1250	4	29,77
LUXE			✓	∞	1500	4	32,31
MAJESTIC					1300	4+5	45,01
MIKADO Collection Les Best Design 2					1200	4	27,83
NATURAL LOOK ^{NEW}			✓		1055	4	42,00
NINO Collection French Couture			✓	∞	1050 1200	4	36,78
ODYSSEY ^{NEW} Collection Récréative				∞	1100	4	38,00
OH LÀ LÀ ! ^{NEW}							34,00
OSCAR Collection French Couture			✓	∞	1050 1200	4	36,78
POÉSIE Collection Vision of Elegance			✓	∞	1250	4	39,81
POMPADOUR Collection Vision of Elegance			✓	∞	1250	4	39,81
PRADO Collection Grand Hôtel			✓	∞	1250	4	29,77
RESIDENTIEL DD					500	4	12,83
RIALTO Collection Grand Hôtel			✓	∞	1250	4	29,77
RIVE GAUCHE ^{NEW}							33,00

For all orders below £300 excluding tax, a supplement of £30 excluding tax applies - "Cut-lengths": £3.50/m² excl. tax.
Options: "Confort + on demand" : £2.00/m² excl. tax.

WALL TO WALL: BROADLOOM



STANDARD ARTICLE

DEMAND / ADDITIONAL COMFORT SUITABILITY

STANDARD ARTICLE	DEMAND / ADDITIONAL COMFORT SUITABILITY	Classification Contract	Teint masse SDN	ECONYL & other threads	Pile Weight g/m ²	Width m	Roll-Price £/m ² net
ROMANCE Collection Vision of Elegance			✓	∞	1250	4	39,81
SCÉNARIO					1030	4+5	23,23
SCRIPT					1040	4	24,20
SÉRÉNITÉ			✓	∞	1100	4	25,89
SIERRA Collection Territoires					1240	4	27,10
SIGNATURE / SIGNATURE CONFORT +					830	4	20,09
SMART Collection Vision of Elegance			✓	∞	1250	4	39,81
SO WOOL ^{NEW}					1280	4	35,00
SUBLIME			✓	∞	1430	4	39,20
SWEET DREAMS					1200	4	23,35
SWING Collection Les Best Design 2					1200	4	27,83
SYDNEY DD					650	4	16,94
TAKE A WALK ROLL				∞	650	4	18,51
TWEED Collection Les Best Design 2					1200	4	27,83
ULTRASOFT					1000	4+5	28,56

For all orders below £300 excluding tax, a supplement of £30 excluding tax applies - "Cut-lengths": £3.50/m² excl. tax.
Options: "Confort + on demand": £2.00/m² excl. tax.

CUSTOM BROADLOOM



(Special productions: see general catalogue 2022-2023 for minimum orders)

ARTICLE

DEMAND / ADDITIONAL COMFORT SUITABILITY

ARTICLE	DEMAND / ADDITIONAL COMFORT SUITABILITY	Classification Contract	Teint masse SDN	ECONYL & other threads	Pile Weight g/m ²	Width m	Roll-Price £/m ² net
COLL. DARE YOUR DREAMS (DYD) & TIMELESS EDITION Top Design 620 Loop ****				∞	620	4	23,72
COLL. DARE YOUR DREAMS (DYD) & TIMELESS EDITION Top Design 650 Velours ****					650	4	20,93
COLL. DARE YOUR DREAMS (DYD) & TIMELESS EDITION Top Design 950 Saxony ****					950	4	22,99
COLL. DARE YOUR DREAMS (DYD) & TIMELESS EDITION Top Design 1030 Saxony ****					1030	4	25,53
COLL. DARE YOUR DREAMS (DYD) & TIMELESS EDITION Top Design 1100 Saxony * & Top Design 1100 Eco Saxony *					1100	4	24,56
COLL. DARE YOUR DREAMS (DYD) & TIMELESS EDITION Top Design 1100 80/20 ****					1100	4	25,53
COLL. DARE YOUR DREAMS (DYD) & TIMELESS EDITION Top Design 1300 Saxony ****					1300	4	42,71
COLL. DARE YOUR DREAMS (DYD) & TIMELESS EDITION Top Design 1350 80/20 ****					1350	4	47,07
COLLECTION DUO LES BEST ** Duo Concept					1200	4	25,65
COLLECTION DUO SYDNEY ** Duo Concept							24,68
COLLECTION FRENCH COUTURE ** CYP Colorpoint			✓	∞	1050	4	39,08
COLLECTION GRAND HÔTEL ***			✓		1240	4	32,19
COLLECTION TERRITOIRES ** Mekong - Osaka - Togo					1240	4	29,52
COLLECTION UNIQUE TERRITOIRES Top Design 1240 LCL **					1240	4	41,38
COLLECTION VISION OF ELEGANCE ** CYP Colortec+			✓		1250	4	42,11

* Special Design: from 100m² with tolerance - please contact us
*** Special Design: from 600m² with tolerance - please contact us

** Special Design: from 400m² with tolerance - please contact us
**** Special Design: from 800m² with tolerance - please contact us

COMPLEMENTARY BROADLOOM



STANDARD ARTICLE

DEMAND / ADDITIONAL COMFORT SUITABILITY

STANDARD ARTICLE	DEMAND / ADDITIONAL COMFORT SUITABILITY	Classification Contract	ECONYL & other threads	Pile Weight g/m ²	Width m	Roll-Price £/m ² net
ALONG Collection Les Naturels				1750	4	POA
INCA Collection Les Naturels				2000	4	POA
YUCATAN Collection Les Naturels				1550	4	POA

CUSTOM CARPETS (MADE TO MEASURE DESIGNS)

ON DEMAND

Carpet made to measure on all our compatible collections

For all orders below £300 excluding tax, a supplement of £30 excluding tax applies - "Cut-lengths" = £3.50/m² excl. tax.

General Sales Conditions 2023

All purchasers are deemed to have read, to accept and to comply with the following general sales conditions:

1° Orders

Orders received are only binding once we have accepted them. Orders are governed by these "general sales conditions", with no reservations or conditions, and they prevail over any other oral or written agreement, in the event of a dispute by the customer. By accepting the order, the sale becomes final and binding. In the event that the customer cancels an order, other than owing to a force majeure event, the entire order will be invoiced. In the event of special productions, tolerance regarding the ordered quantities may be granted, inherent to the technical specifications. Unless previously agreed with the customer, Balsan may prepare the order with different dye baths. In such cases, this shall be specified in the sales documentation. For a specific production, Balsan does not guarantee the precise lengths of the rolls requested. An additional £ 30 before taxes will be invoiced for orders of textile products under £ 300 before taxes.

2° Delivery – Passing of Risk

The terms and conditions of delivery of the goods are stated at the time the order is confirmed. However, the goods travel at the risk of the recipient, who is responsible for making the necessary reservations to the carrier on receipt in the event of damage or missing items. It is also the responsibility of the recipient to confirm the reservations (in detail, listing the damage identified and the quantities affected) by extrajudicial document or by registered letter with acknowledgement of receipt to the carrier within three days of receiving the goods. Reservations made after this period cannot be taken into account.

Acceptance of the delivery without reservations on the part of the Customer shall entail a presumption of the conformity of the delivery and a waiver of any recourse by the Customer.

In the case of free delivery, this applies for standard delivery to the Customer's address. Specific needs may be covered, but they will be reviewed in advance by our transport services and may generate an additional cost payable by the Customer.

Goods may not be returned without our express consent. Only full pallets and complete rolls may be taken back. A 20% reduction will be applied to the value exclusive of taxes of the goods and the carriage costs, both ways, will be payable by the customer.

3° Delivery Dates

Delivery dates are provided to the customer as approximate dates only. Customers are in no way entitled to cancel the sale or refuse the goods in the event of late delivery. No damages may be claimed on the ground of late delivery, unless intentional.

In cases where the customer requests for the delivery to be deferred, and if said deferral exceeds one month, the original sales price may be revised if pricing has changed, and the order may be subject to monthly storage fees equivalent to 5% of the full order price.

4° Force Majeure

In the event of non-delivery or late delivery owing to a force majeure event (strikes, fire, flooding, accidents, etc.) preventing performance of delivery, the sale will be cancelled as of right with no entitlement to damages.

5° Laying and Upkeep Conditions

Compliance with the laying and upkeep conditions for our products is essential to the preservation of the proper appearance of our flooring and the processing of complaints.

The installation conditions must comply with NF DTU 53-12, and maintenance is in accordance with our recommendations.

This information is available on request or on our website, and must be provided to the end user by Balsan's customer under its own responsibility. Balsan disclaims all liability in the event of failure to comply with the laying and upkeep conditions.

6° Complaints

Some changes in the appearance of the pile may be noticed following a change in the pile's direction. These changes are inherent to the behaviour of this type of material. They do not constitute a defect in the product or a ground for the cancellation of the sale, unless they affect the useful life or the intrinsic or functional qualities of the carpets, rendering them, therefore, unfit for their intended purpose.

In the event of a defect in the product that is visible prior to or during its laying, Balsan's After-Sales Service must be immediately informed, prior to cutting and sealing. Failing this, the complaint will not be valid.

Moreover, no complaints will be valid in the following cases:

- damage caused by accidents, fire, explosions, flooding or negligence occurring during carriage, warehousing or handling before or after laying (any accident for which a third party is liable);
- improper conditions of use, in particular laying on floors equipped with underfloor heating reaching a temperature of more than 40°C and outdoor use;
- damage caused by abrasive or sharp objects, oxidizing chemicals, colouring agents or burns.
- shading inherent to all cut pile carpets;
- damage of any kind caused by uneven floors, defective laying, objects or agents external to the room, furniture or equipment that has not been protected or that is not suitable for the flooring, a lack of upkeep or unsuitable upkeep given the amount of traffic;
- non-compliance with our laying and upkeep conditions; (available on request or on our website);
- variations to the weight or number of rolls that make up the total quantity ordered;
- discolouring caused by voluntary or involuntary exposure to chemical products that do not comply with our upkeep instructions;
- odour issues caused by gluing, if the upkeep products used do not comply with our laying recommendations;

- damage arising from the fact that the use properties of the carpet do not match the requirements of the room in which it is fitted;
- mixing of batches that has not first been approved by Balsan.

7° Price

Our prices are firm and definitive for the delivery date set out in the order acknowledgement. Our prices may be subject to change if the customer delays the delivery date by more than 30 days when the prices invoiced may relate to the tariff applicable on the delivery date.

In the event of a spike in our costs (raw materials, energy, transport, exchange rate, etc.) and according to "unpredictability" within the meaning of article 1195 of the Civil Code, BALSAN reserves the right to change its sales prices without respecting specific deadlines.

In accordance with Article R. 541-119 of decree 2021-1941 of 31 December 2021 relating to the increased responsibility of producers for products and construction materials in the construction sector, the part of the unit cost borne by Balsan for waste management is passed on to the purchaser without any possibility of a reduction.

8° Terms of Payment

Full payment without any discount shall be required at the time of ordering for any Customer not covered by credit insurance or for any Customer whose solvency does not meet our criteria. Other orders are payable without any discount at the latest 30 days after the invoice date.

9° Default of payment

Any delay in payment entitles us to suspend automatically the execution of all orders or deliveries in progress without the Customer being able to claim any damages or compensation of any kind.

In the event of non-payment, the Customer shall be liable for a late payment penalty equal to the ECB rate plus 10 points and a fixed indemnity for collection costs of 40 euros (article L 441-6 and D441-5 of the French Commercial Code).

In addition to the late payment penalty, a fixed indemnity equal to 15% of the amount including VAT of the unpaid amount may be demanded as a penalty clause.

The return of an unpaid bill of exchange shall result in the forfeiture of the term for all outstanding debts, without prior formal notice.

10° Decline in the Customer's Financial Position

In the event that the purchaser's creditworthiness declines, we reserve the right to require the purchaser to provide such guarantees as we deem fit, even after partial shipping of an order, with a view to proper performance of the undertakings given. In the event that the purchaser refuses to meet our requirements, we reserve the right to terminate, as of right, all or part of the contract.

11° Cancellation Clause – Cancellation as of Right

In the event that the purchaser fails to pay the price by the agreed payment date, or within eight (8) days following initial formal notice that goes unheeded, the sale shall be cancelled as of right unless Balsan decides otherwise.

This provision applies whenever Balsan decides that it should apply, without prejudice to the effects of the retention of title clause or those of the foregoing provisions on events of default, the right to contractual damages and late payment interest. The foregoing is without prejudice to the legal and financial consequences of any legal proceedings.

12° Industrial Property

Any and all design rights and trade marks held by Balsan are its exclusive property. Accordingly, their production or use of all or part of our designs or trade marks is strictly prohibited without our prior consent. Non-standard productions will be covered by a specific agreement entered into between the seller and the purchaser.

13° Clause relating to the processing of personal data

Personal data are processed in order to fulfil the purpose of these general terms and conditions of sale.

The buyer and BALSAN are responsible for processing the personal data required to fulfil the purpose of these General Terms and Conditions of Sale. The buyer is responsible for informing his employees that their personal data may be processed by third parties such as BALSAN as part of the fulfilment of these General Terms and Conditions of Sale. All processing of personal data by BALSAN is carried out in compliance with the "BALSAN Personal Data Protection Policy" and the GDPR. For further information about the purposes of this processing and the way in which BALSAN processes information about the buyer's persons concerned, please see the confidentiality policy on the website.

14° Jurisdiction

Any disputes arising in connection with this agreement or any matters or issues arising in connection herewith shall be subject to the jurisdiction of the Commercial Court of the place of our registered office, which shall have exclusive jurisdiction. This express jurisdiction clause also applies in the event of multiple defendants and to any and all applications, including interlocutory applications, for the joinder of third parties or for third party claims for indemnity.

15° Language

In case of any discrepancies between the French version and any other versions of our General Terms of Sale, the French version shall prevail.

RETENTION OF TITLE CLAUSE

It is expressly agreed that title to the sold goods will only pass upon the payment in full of the price, notwithstanding the fact that the sales are concluded ex-works. Accordingly, we reserve the right to apply, whenever necessary, the provisions of the laws on retention of title to the benefit of the seller.

Balsan general sales conditions and laying and upkeep information are also available in seven languages at www.balsan.com

BALSAN

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