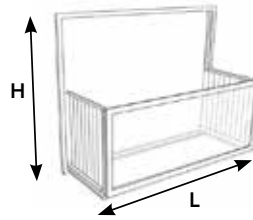


Bloomframe®

Model	H	W
L	2360	1700
XL	2360	2300
XXL	2360	3000


 DESIRED TIME,
 week of delivery :

 Installation insurance
 contracted with :

 Anchor and fixings calculations
 approved by :

 Quotation Order
 Following quotation number
 Project reference

 Company stamp

 Email :

 Date :
 Contact name :

 Phone number :

 Delivery address :

 Country :

1	2	3			4		5				6				7		8		9		10		
Item	Floor level (floor to indicate)	Models			Thermal performances*		Special seaside treatment	Colours				Tactile screen position (interior view)		Floor glazing finishes (bodyguard glazing always transparent)		Options		Price					
		L	XL	XXL	Uw =1.5 (Ug =1.1)	Uw=1.4 (Ug=1.0)		Window		Inside flashing covers		L	R	Standard height : 1,45 m	Specific height : 1,15 m	Transparent	Coloured (colouring : ...) See Bloomframe colour chart		Opacifying (sandblasted)	Wind sensor (option lower than 30 m)	Temperature sensor	Presence sensor	Light (Top flashing cover)
		Quantity			(to indicate)	Anodization natural (side bodyguards and accessories powder coated in Anodic Natura) (to tick)		(to indicate)	Anodic Natura (to tick)														

* European Standards

 TRANSPORT COST
 EXCLUDING VAT :

 TOTAL PRICE
 EXCLUDING VAT :

 TOTAL PRICE
 INCLUDING VAT :

Recitals

It is agreed that Bloomframe® refers to a specific system supplied by KAWNEER FRANCE ready to be installed which main purpose is to be used as a permanent facade frame and which could be used as a temporary balcony for short time period under conditions expressed in the user manual. The offers for the supply to the client (hereinafter referred to as 'client') of the Bloomframe® products are subject to the hereby general conditions.

1. Offers

Offers shall be drawn up in writing and include a date of validity. Offers presented by KAWNEER FRANCE agents or representatives are not binding and are subject to the latter's written confirmation. Written offers are binding for the period set forth. Failing that offers are made only for information purposes and are binding only if KAWNEER FRANCE accepts the order. Offers are based on products listed in KAWNEER FRANCE catalogue in force at the time the offer is being made. Offers are no longer valid if the said products are modified. Unless otherwise expressly agreed, the quotations and studies are at the client's expense. The offer includes the supply of a product complying with European standards, ready to be installed, glass, a tubular motor and an electronic control system. The offer never includes cost for a structural engineer appointed by the installer to perform the calculation in order to define the right Connections to the building structure, Specific Packaging (nevertheless a quotation will be provided), Transportation, Insurance, Customs duties and Taxes, Installation, lifting devices and fixing elements. KAWNEER FRANCE will supply the Bloomframe® in compliance with its offers and mandatory EUROPEAN technical standards in force at the time the offer is made.

2. Orders

Only orders from clients first approved by KAWNEER FRANCE Credit department after satisfactory information provided by Client's legal and commercial management will be taken into consideration. To open a client account, the client must forward a fully completed client account opening request to KAWNEER FRANCE, duly signed by an authorized person, with all banking details relating to the bank that will issue payments. Only changes or cancellations notified within 48 business hours following the order form is received will be accepted. Beyond this period, KAWNEER FRANCE reserves the right to invoice any and all expenses incurred by partial or full performance of the order. The contract becomes final only after express acceptance of the order by KAWNEER FRANCE. Commitments made by agents or representatives of KAWNEER FRANCE are subject to express written confirmation to become binding. Acceptance of orders binds KAWNEER FRANCE only to services detailed in the offer, on conditions detailed in the offer. It is expressly understood that any provision stating otherwise in the client order are not binding unless KAWNEER FRANCE gives written confirmation. During performance, the client cannot request changes to the order unless it gets prior express written approval from KAWNEER FRANCE with regards to the conditions under which the new services are to be provided. In all cases, KAWNEER FRANCE is not committed to accept changes requested by the client, even if the latter proposes to discuss new applicable conditions. The order is intuitu personae and cannot be transferred without KAWNEER FRANCE prior express approval.

3. Price

Prices may be subject to revision. They are based on current economic conditions and are based for billing on the day of shipment. Unless otherwise expressly agreed, prices are given Net, without discount, not including duties, customs fees or charges or other taxes in force in the country where the goods are delivered. Prices are based on Ex Works delivery term. Prices include the supply of a product complying with European standards, ready to be installed, glazed, with a tubular motor and an electronic control system. Prices charge by KAWNEER and paid by client do not include:

- Cost for local engineer calculation in order to define the right connections to the building structure,
- Specific packaging (a quotation will be provided),
- Transportation,
- Insurance,
- Customs duties and Taxes,
- Installation,
- Lifting devices and fixing elements.

All of the foregoing shall be provided by and paid for by the client.

4. Payment

The payment conditions given on our price offers or order confirmation forms are the only conditions valid, regardless of any other conditions detailed on client's order form

- 40% of the price when the order is accepted paid by bank transfer
- 40% before launching the manufacture of the product paid by bank transfer
- 20% before shipment paid by bank transfer

Payments must be addressed to our head office in order to be paid in full discharge. If payment is not made within payment term, late payment penalties will be applicable from the day following the due date provided on the invoice, without prior notice being required, as well as a fixed penalty of 40 Euros for collection fees. The interest rate for late payment penalties is equal to three times the legal interest rate.

In addition to any legal action or claim to which KAWNEER FRANCE is entitled to, in the event of payment incident or late payment, KAWNEER FRANCE reserves the right to suspend or cancel the performance of pending supplies or future orders, notwithstanding any previous otherwise conditions agreed and without prejudice to any other action. Payment incidents or late payment makes ipso facto null and void any discounts, rebates, reductions or other commercial advantages. In the event of late payment, all outstanding or future invoices become immediately payable. After allocation of a credit account, in the event of deterioration of financial situation, KAWNEER FRANCE reserves the right to require payment in advance or guarantees of payment for ongoing and future orders. As guarantee until full payment and in the event that the client does not fulfill its financial obligations, KAWNEER FRANCE reserves the right to collect outstanding sums by all means at its disposal, including dismantling of goods supplied. It is expressly stipulated herein that any sums paid by the client to KAWNEER FRANCE will be deemed to be a compensation of prejudice. Payment incidents will imply to an increase of 20% of the amount unpaid as a penalty for the collection of the debt. KAWNEER FRANCE has the right to suspend performance of producing or supplying product hereunder if the client fails to pay on time for product in accordance with the terms agreed to by the parties.

5. Delivery

Delivery is performed EX WORKS, as defined in the Incoterms® 2010:

- either by direct assignment to the client
- or by simple notification of availability
- or by delivery from our warehouses and factories through professional carrier designated by the client or chosen by KAWNEER FRANCE.

In all cases, the risk of loss is transferred to the client EX WORKS, even if KAWNEER FRANCE appoints the freight forwarder for the client. KAWNEER FRANCE will define the shipment mode unless special instructions were given in writing by the client. Delivery dates detailed in the orders' confirmation issued at least 4 months after the contract becomes final, represent an approximate indication of the time required until shipping. The deliveries occurring later than the delivery dates after confirmation cannot give rise to penalties or compensation of any kind, nor justify cancellation of an order or a non-acceptance of delivered goods, time is not of the essence of the contract. It is expressly agreed that the client has the exclusive responsibility for unloading the product at the place of delivery. The client, at its sole cost and responsibility, must conduct an examination of goods. The Examination is deemed to occur upon unloading. Examination consists of, but is not limited to, making sure that goods are not damaged, checking the items, the colors, the quantities and the dimensions. In the event of damaged or missing items, the client must raise required comments and confirm any reservations he might have to the carrier by email the day of reception of the Bloomframe® by recorded delivery letter within 3 days of reception of the goods. The client must also inform KAWNEER FRANCE in the same way. Otherwise, the delivered goods are deemed to be compliant with client's specifications, and no further claims against KAWNEER FRANCE can be admitted. The client is the only one authorized to assert a claim against the carrier and has the sole responsibility to do so. The choice of carrier by KAWNEER FRANCE does not modify the client's obligations. In the event of delivery of goods acknowledged as defective by KAWNEER FRANCE, the latter is only bound to the said products and, any other form of compensation, for any reason is expressly excluded. It is expressly stated that the client may not return goods to Kawneer FRANCE and no return of goods by the client will be accepted.

6. Retention of ownership

The sale of supplies is based on transfer of title on delivery, but the client acquires ownership of the supplies if full payment of its price is proceeding. Until this date, KAWNEER FRANCE remains the exclusive owner of the goods which cannot be sold by the client and cannot be seized by any creditors of the latter.

7. Warranties

Upon full and due payment from client, KAWNEER FRANCE or other company from the Arconic Group authorized to sell Bloomframe® products, warrants to its clients and all subsequent purchasers and owners of the project incorporating Seller products, subject to every term, condition and limitation stated herein, that the products supplied by Seller shall be free from material defect in materials and workmanship for a period of:

- 10 years for mechanical strength of the frame structure
- 10 years for Infiltration of water between the sash and frame are guaranteed in closed position (** within the AEV classification and climatic conditions defined in EU standard).
- 10 years for Glass, except when vision impairment results of condensation or dust on the internal surfaces of the insulating glass.
- 10 years for the grip of coating of the aluminum joinery.
- 5 years for differences of color, brightness or chalking of the coating of the aluminum joinery when they exceed the QUALICOAT tolerances.
- 5 years for differences of color or gloss of the anodizing of the aluminum joinery when they exceed the QUALANOD tolerances.
- 2 years for hardware in movement
- 2 years for motorization
- 2 years for electronic system

The sole and exclusive remedy with respect to this hereinabove described warranty is a limited warranty ("Limited Warranty") or with respect to any other claim relating to defect or any other condition or use of the products supplied by Seller, however caused, and whether such claim is based upon breach of representation, warranty, condition, contract fundamental or otherwise or liabilities or any other theory is limited to, at Seller's option, repair or replacement of such products or repayment by Seller of the purchase price paid for it.

The products repaired, replaced or otherwise restored shall be warranted to the same extent and to the expiration date from the original date of shipment, and this Limited Warranty shall not be deemed to have been extended from the date of such warranty work. At no time does this Limited Warranty confer upon the claiming party or any other party the right to proceed with repair, replacement or restoration, without the written notice and agreement by a duly authorized officer of Seller. Any such work undertaken by the claiming party or any other party shall be for the claiming party's own account and shall result in this Limited Warranty becoming null and void.

The warranty period starts from the date of substantial completion of the project, provided however, that the limited warranty period shall begin in no event later than three (3) months from the date of delivery to client for the start of the warranty hereunder. For the avoidance of doubt, if the Bloomframe® is installed later than three (3) months of delivery to Client, the warranty is void.

This Limited Warranty only if Seller's products are installed upon validation of structural engineer and maintained by a professional agent under a yearly maintenance contract, according to Seller's recommended practices and installation instructions. A written evidence of yearly maintenance report performed by Maintenance Company shall be provided for the warranty to be applicable. This Limited Warranty is excluded for defects occurring due to exceptional climatic conditions or natural catastrophes.

Also, the Limited warranty applies only for defects appearing within the warranty period as described herein above from substantial completion of the project and only if Seller is notified in writing within sixty (60) days after such defect either (i) appears or (ii) should have been discovered after the exercise of reasonable diligence. Failure of the claiming party to notify Seller within such period shall automatically relieve Seller of any and all responsibility and/or liability under this Limited Warranty. For visible defects, failure of the claiming party to notify Seller within forty-eight (48) hours from discovery, shall automatically relieve Seller of any and all responsibility and/or liability under this Limited Warranty. Additionally, such Limited Warranty is subject to each and all the following conditions are met. If one of these conditions is not met, all rights on the warranty be void and no Limited Warranty is provided.

- Calculation and studies needed for safe and authorized installation of the Bloomframe® are performed by an independent structural engineer appointed by the client, the installer, the building owner or any person in charge of appointing a structural engineer for the installation of the Bloomframe®
- Installation of the Bloomframe® is performed according to the required state of the art, to the mandatory

- calculation made by the Structural engineer, to the installation manual provided by KAWNEER FRANCE
- Installation is performed by an Installer with required qualification and proper insurance for the installation of the Bloomframe®. In no event shall KAWNEER FRANCE bear liability for the above.
- Bloomframe® and its accessories are protected sufficiently and consistently during installation against scratch, dust, paints and any damage linked to the building construction site environment.
- Yearly maintenance is performed on the Bloomframe® in compliance with engineering practices recommended by standards and with the maintenance manual.

- Proper cleaning is performed by user according to requirement listed in the user manual
- Proper and normal use as described in the user manual.

THE WARRANTIES SET FORTH IN THIS LIMITED WARRANTY AND REMEDY ARE IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES OR OTHER AGREEMENTS, EXPRESS OR IMPLIED, OR OTHERWISE, WHICH ARE HEREBY DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This Limited Warranty does not cover, and Seller hereby disclaims all liability for, the installation of Seller products, any particular application or selection of the product for any particular project or design, any parts, gaskets, glazing materials, components or sealants of other manufacturers used with Seller products, or any lack of performance of Seller products attributable to such items. All decisions regarding the existence of defects in material and workmanship and the occurrence of any of the matters described in the preceding paragraphs or affecting this Limited Warranty shall be made by Seller and shall be final and binding upon all parties.

SELLER'S AGGREGATE TOTAL CUMULATIVE LIABILITY UNDER THIS LIMITED WARRANTY IS LIMITED TO THE EURO AMOUNT OF THE PURCHASER'S ORIGINAL PAYMENT MADE TO SELLER FOR PRODUCT FURNISHED BY SELLER. IN CONSIDERATION OF THIS LIMITED WARRANTY, SELLER SHALL NOT BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR GOODWILL, DAMAGES FOR NEGLIGENCE IN THE MANUFACTURE, DESIGN OR INSTALLATION OF THE PRODUCT, OR OTHER COMMERCIAL LOSS OR INJURY.

This is the only warranty made in connection with the sale and distribution of the Seller products. No representative or any other person is authorized to make or makes any warranty, representation or promise with respect to the Seller products. No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding on Seller unless made in writing and signed by a duly authorized officer of Seller.

The Bloomframe® is subject to qualification tests complying with European standards for Window, Machine and Balcony

No Limited Warranty is provided if the product is not used in compliance with the user manual. No longer warranty of product performance can be requested and obtained in case of non-supported modification or technical intervention.

No warranty is provided if installation is not done under validation of structural engineer. Damages, defects occurring due to exceptional climatic conditions or natural catastrophes.

All notices given under or pursuant to this Limited Warranty shall be in writing and sent by registered mail, postage paid, return receipt requested, to the party to whom such notices are to be given, as follow:

- (a) KAWNEER FRANCE SAS - Z.I. de Vendargues - Rue de la Garene - 34740 VENDARGUES - FRANCE
- (b) Client: Your Company Name
Your Street Address
ZIP code, Town
Country

8. Liabilities

The client undertakes to implement the Bloomframe® in compliance with best installation practice and with the current technical requirements applicable at the time the offer is made in accordance with KAWNEER FRANCE instructions, in accordance with the structural engineer calculations.

If materials and equipment are supplied by, or imposed by the client, in no event shall the Supplier be bind by any type of warranty.

In no circumstances shall KAWNEER FRANCE be held liable for any damage caused by the client, the end user or third parties, notably with regards to accident, incorrect use or incorrect maintenance.

The client commits to ensure that he has received the Bloomframe®, the Bloomframe® warranties, the user manual to ensure the proper and normal use of the Bloomframe® and has concluded an annual maintenance contract with a qualified maintenance company. The products exposed in aggressive environment must be weekly cleaned with clear water.

9. Applicable law and competent jurisdiction.

All the sales concluded by KAWNEER FRANCE are subject to French law. The courts of MONTPELLIER, FRANCE, are competent in case of any dispute of any nature, even in the event of multiple defendants or in application of the guarantee. The creation of a bill of exchange or acceptance of payment does not result in a change, or novation, or dispensation in this attributive clause of jurisdiction.

10. Force Majeure

It is expressly agreed that unforeseen events such as production stoppage, shortage of raw materials, of equipment, of labor, non-supply of materials and parts ordered to our suppliers, or any other event that could be analyzed, upon the applicable law, as force majeure events are to be treated as force majeure events and therefore suspension, cancellation or, and delays in, performance of orders are not be considered as a contractual breach.

11. Miscellaneous

The hereby general conditions of KAWNEER FRANCE cancel and replace any previous contrary documents. Any additions, modifications or deletions that are made on these conditions, and without the express written permission of KAWNEER FRANCE, would be null and void. Our sales are all subject to the entire General Conditions of Sale, to the express exclusion of any general purchasing conditions and, more widely, to any other conditions figuring on any other document of any nature which may be incompatible with the former, in full or part, directly or indirectly.

Date and signature :

Stamp