

GENERAL TERMS AND CONDITIONS OF SALE

1. PURPOSE – DEFINITIONS

These *General Terms And Conditions Of Sale* (“GTCS”) govern the sale of Goods via the website www.bertin-corp.com

The terms beginning with a capital letter and used in these GTCS are defined as follows:

“**Seller**”: Bertin Corp, corporation incorporated in the state of Maryland with its registered office at 155 Gibbs Street, Rockville, MD 20850 (USA);

“**GTCS**”: this one-page document, which is titled *General Terms and Conditions of Sale*;

“**Customer**”: any user of the Website;

“**Good(s)**”: all goods being sold via the Website by the Seller, exclusively to Customers in the United States of America (“USA”);

“**Website**”: the website www.bertin-corp.com.

2. CONTRACTUAL DOCUMENTS

These GTCS shall have prevailing effect over any of Customer’s general terms and conditions of purchase. Customer expressly accepts these GTCS without any restrictions. These GTCS may be subject to later amendment by the Seller at any time. The purchase of Goods by the Customer is governed by the GTCS that is applicable on the date of the order.

3. PLACING AN ORDER

Once Customer has chosen Goods from those identified on the Website, depending on the selected Good(s), Customer shall either:

1.Fill in the quotation form, so the price of the Good(s) can be confirmed by the Seller, usually within one (1) week. Customer must make full payment before Seller will ship the Good(s).

2.Confirm that items in the Customer’s shopping bag are being purchased, sign in on the Website, and choose the payment method. Once the payment method is selected, Customer must make full payment before Seller will ship the Good(s).

4. AVAILABILITY AND PRICE OF GOODS

Only Goods listed on the Website on the day of Customer’s order are offered for sale. Availability and price of Goods may change at any time. Photographs and graphics displayed on the Website are intended for illustrating generally the Goods offered for sale and such photographs are not contractually binding. The Customer is invited to read the description of each Good in order to better understand its properties and specifications.

5. PRICES & TAXES

5.1. Prices

The prices charged are those appearing on the Website at the time when the order is placed by Customer, with the exception of certain categories of Goods as described on the Website for which the Customer is required to ask Seller for a quotation.

Prices are in U.S. Dollars and do not include (a) taxes and other fees imposed by one or more governments (collectively "Taxes") or (b) shipping costs.

All shipping costs shall be paid by Customer.

5.2. Taxes

Seller is based in Maryland. As such, seller shall collect the due taxes in Maryland.

Payment of Taxes shall be the sole responsibility of Customer. Customer shall indicate whether or not he is Tax exempted.

However, if Customer fails to provide a Tax exempt certificate that proves he is Tax exempted, Seller shall charge Customer with the due Taxes.

6. PAYMENT

6.1. With the exception of Goods that require a quotation, the price is payable in full on the day when the Customer places the order. Seller is not required to make delivery of Goods if the price has not already been paid in full. The payment shall be made in full by credit card or debit card via the Website.

6.2. For Goods that require a quotation, payment shall be made in full by wire transfer or by credit card or debit card via the Website or by telephone at 301 339 8103 within one (1) week from the date of confirmation of the order by Seller. Seller is not required to make delivery of Goods if the price has not already been paid in full.

7. DELIVERY

7.1. Delivery of Goods purchased via the Website will not be made outside the USA.

7.2. Goods will not be delivered to a location that is not serviced regularly by the U.S. Postal Service.

7.3. Once an order for Goods is paid, Seller shall endeavor to place the Goods with a common courier within forty-eight (48) hours, provided that the Goods are in stock. If Seller fails to deliver the Goods to the common courier in a timely manner, Customer shall provide Seller with notice of the failure, and Seller shall have five business days to answer Customer's notice. If Seller fails to answer Customer's notice within five business days, Customer shall have the right to cancel the order, and in that case, Seller shall refund money paid by Customer for the cancelled order.

Please note that orders placed after 5:00pm Eastern Standard Time will be processed next business day.

7.4. For Goods that require a quotation, the delivery date shall be estimated by Seller and communicated to Customer when Seller confirms the order to Customer.

8. TRANSFER OF TITLE AND RISK OF LOSS

Ownership of Goods passes to Customer on the date of payment of the Goods. Risk of loss passes to Customer upon placing the Goods with the courier.

9. WARRANTY

9.1. All Goods sold by Seller via the Website are warranted for a period of one (1) year from the date of purchase to function according to documentation accompanying the Goods and statements made on the Website at the time of purchase, provided that the Goods are used and maintained according to documentation accompanying the Goods and statements made on the Website at the time of purchase. This warranty does not apply to any Good that has been subjected to misuse, abnormal service or handling, or that has been altered or modified in design or construction, or that has been serviced or repaired by anyone other than Seller or as a result of any event of force majeure. In order to enforce this warranty, Customer must inform Seller in writing of any defects together with supporting evidence and/or documentation within five (5) days of the discovery of any such defect.

9.2. Remedies. Customer's sole and exclusive remedy for breach of the warranty is that Seller will either repair or replace, at Seller's sole option, the Good.

10. INTELLECTUAL PROPERTY

All rights (including copyrights and other intellectual property rights) to the entire content of the Website (including all text, comments, works, illustrations, images, and reproduced works or represented images) are strictly reserved. Only private use by Customer is permitted. Any total or partial reproduction or representation of the Website, or of all or part of the elements of the Website is strictly prohibited.

11. LIABILITY

11.1. Unless prohibited by law, Seller is not liable for any indirect damages, intangible damages, consequential and non-consequential damages, financial losses, loss of exploitation, loss of production, loss of sales and clients, losses arising out of the non-delivery or the suspension of authorizations to market a product, environmental and/or nuclear damages, liquidated damages, bank interests, loss of image, loss of opportunity. In any event, Seller's liability shall be limited to the amount of the order (all Taxes and shipping costs excluded).

11.2. Neither party shall be held liable for any delay or failure to meet its obligations under these terms and conditions which are due to unforeseen circumstances or due to causes beyond such party's reasonable control, including but not limited to Acts of God.

12. GOVERNING LAW – JURISDICTION

This GTCS shall be governed exclusively by the laws of the State of New York, without regard to New York's rules governing conflicts or choice of laws. Any dispute arising out of this Agreement shall be heard exclusively in the Federal or State Courts in and for the State of Maryland, United States of America and the parties hereto expressly consent to the jurisdiction of such courts. The prevailing party in any such action shall be entitled to reasonable attorneys' fees and costs.

13. APPLICATION OF THE GTCS

These GTCS shall apply as of June 1st 2014, to all sales made via the Website from such date. In case one of the provisions of these GTCS is ruled to be unenforceable, the other provisions shall continue in full force and effect and the unenforceable provision shall be reformed in a manner that (a) reflects the intent of the parties at the time of purchase, and (b) overcomes the reason that the original provision was deemed unenforceable.