

U.S.T.I.A.
UNION DES SYNDICATS
De la Teinture, de l'Impression et l'Apprêt
PROFESSION DE L'ENNOBLISSEMENT TEXTILE

Villa Créatis - 2, rue des Mûriers - CP 601 - 69258 LYON CEDEX 09 - Tél +33 (4) 72 53 72 00 - Fax +33 (4) 72 53 72 09

MAILING A.R.

LYON, (mailing date)

Gentlemen,

The Professional Associations, Members of the UNION :

- SETR – Syndicat de l'Ennoblement Textile du Roannais
Maison des Professions – 11, place des Minimés – 42344 ROANNE CEDEX
- SITO – Syndicat des Industries Textiles de l'Ouest
66, quai de Boisguilbert – BP 645 – 76007 ROUEN CEDEX 01
- STE - Syndicat Textile de l'Est
30, rue André Vitu – BP 29 – 88001 EPINAL CEDEX
- UIT Alsace - Union des Industries Textiles Alsace
Maison de l'Entreprise – 27, avenue de l'Europe – 67300 SCHILTIGHEIM
Adresse postale : CS 60015 – 67014 STRASBOURG CEDEX
- UIT Champagne-Ardenne – Union Interprofessionnelle du Textile
9, rue Gustave Eiffel – 10430 ROSIERES PRES TROYES
Adresse postale : CS 10614 – 10088 TROYES CEDEX
- UIT Nord – Union des Industries Textiles du Nord
41, rue des Métissages – CS 70314 – 59336 TOURCOING CEDEX
- UIT Sud - Union des Industries Textiles Sud
28, boulevard du Thoré – 81200 AUSSILLON
- UNITEX – UNion Inter-Entreprises TEXtile Lyon et Région
Villa Créatis – 2, rue des Mûriers – CP 601 – 69258 LYON CEDEX 09

have, following their General Assembly, entrusted us with the mandate of bringing to the knowledge of their member's clients **the habitual professional procedures** which are valid for the different forms of handling and treatment, the execution of which will have been entrusted to the enterprises which are members of said Associations.

These professional customary procedures are the result of ancestral practices which are widely accepted by the Courts of Law.

It is to be noted that this reminder of said practices is valid both for the present-day members of the above mentioned Associations, and also for those which may join said Associations at a later time, as well as for the Members, present or future, of Associations or Professional Organisations which may at a later date join the T.I.A. Associations Union, following the sole indication by themselves of a reference to this mailing.

The list of the members of the above mentioned manufacturers associations can be supplied on request by each of these organizations whenever they are directly approached.

Yours Sincerely

Le BUREAU de L'UNION des SYNDICATS
de TEINTURE – IMPRESSION – APPRÊT.

Only the texte in french will be legally recognized before a court of law.

1) REMINDER OF CUSTOMARY PROFESSIONAL PROCEDURES

Any remittal of merchandise to a handler implies on the part of the customer corporation the specific and unreserved knowledge of customary professional procedures as recalled below.

2) DELIVERY

Our delivery times, even when indicated in writing, are only proposed on an indicative basis.

No order may be cancelled with respect to late delivery, if said cancellation is not implemented pursuant to a formal notice requesting delivery, by registered letter. Said formal notice requesting delivery will be the starting point of a period of thirty days beyond which the customer will be entitled to cancel his order. No indemnification may be claimed under the heading of any form of commercial prejudice, or because of late delivery.

3) TRANSPORT

The costs involved in transporting the wares to the premises of the finishing factories, and those involved in the carriage of the finished goods from the factory of the contractor, as well as costs pertaining to customs or temporary admission, are charged to the customer, except when otherwise and specifically agreed.

4) CLAIMS

No claim is accepted if issued later than 15 days after reception of the wares by the client, or by any third party on account for said client. In the event of the appearance of a defect which may not have been detected in the course of a first inspection, the order-giver or surrogate third party will refrain from any processing of the wares and will advise the finisher within the above mentioned 15 days period.

5) DISCOUNTS

In the event of defective workmanship, the indemnity allocated by the finisher will not extend beyond the amount charged for work-performed. As far as concerns **wares damaged due to handling**, that is to say deteriorated in a more significant manner than would be justified by the finishing process, indemnification which may be allocated in the form of a discount, as is the case for the extend of the refunding for wares left, as the case may be, in the hands of the finisher, and this amount will not be greater than the value of the wares in the state in which they were handed over, and upon the day of said handing over.

In the event of a delay relative to the delivery date, as expressly accepted by the finisher, the indemnity which may be allocated to the order-giver against justification of the existence of damage, after the sending of formal notice to deliver by registered letter with acknowledged receipt remaining without answer for a period longer than fifteen days, will not accrue beyond the amount charged for the finishing of the wares in question.

6) RESERVATIONS

Finishers decline any liability :

- a) for damage, loss and theft in the course of transport. These risks inure the owner of the wares, save in the form of his claim against whoever concerned, excluding every claim against the finisher and this whatever the transport mode and the payment mode for said transport.
- b) for manufacturing defects, mildew, rust stains, oil stains or fatty matter resulting from previous manufacturing stages or transport.
- c) for deteriorations resulting from foreign matter enclosed within the wares handed over for processing.
- d) for the decolouration of yarn-dyed fabrics
- e) for wares, either grey or finished, which may have spent more than six months in a factory warehouse, for reasons pertaining to the client.
- f) for damages of whatever nature (deterioration in the textile material, change in shade, etc.) which may occur in the course of storage or of transportation, following the close proximity of textiles or other wares.
- g) for wares having undergone an initial form of processing before being handed over to the finisher, the finishing of said wares will be invoiced for "complete finishing".
- h) for wares having been submitted to any form of finishing after delivery.
- i) in general, for all cases of force majeure, such as strikes, floods, uprisings, revolutions, war and their consequences.
- j) for non conformity of colour shades respectively on two different base fabrics or between one delivery and another.
- k) for shrinkage rates and their variations, which are a function of the nature of the fibres and processes because of the diversity in the different utilizations of textile substrata.

7) FIRE INSURANCE

All wares which are entrusted to finishers are insured at their value against fire, on their initiative and at their cost, save in the case of contrary stipulation, such as, especially, that concerning the exoneration by the Customer of liability inuring the finishers, in the case of fire and including, in the form of compensation, the payment of a so-called exoneration rebate.

In the event of a claim, they will not be made liable for an amount accruing beyond the indemnification which the insurance companies may be held to remit in compliance with their policies.

8) BRANDS

The finishers expressly decline any liability in the event where the client will have requested the reproduction of any form of brand, and where said brand will be the object of litigation on the part of any third party.

9) PLEDGING

By express agreement, all the wares held by a finisher whether prepared or not, and whatever the condition they may be in, are set up as a pledge and posted in the form of a commercial security for his benefit against all monies owed unto him under any heading.

In a gradual manner, as the finished wares are supplied to the client, or to any third party on account for said client, the finisher's right to pledge is transferred by right to all new wares remitted to said finisher, said wares thus being, for the exercise of the right to enter a pledge, purely and simply substituted for previously supplied wares.

Any real privilege organised for the benefit of a third party, and this at whatever date, concerning wares held by said finisher, may in no case prejudice said contractor's right to pledge, as resulting from the provisions contained in this section, no more than they can prejudice his right to withhold or retain.

The same is true for every transfer of said wares, whatever the date of transfer may be.

10) DISPOSITIONS

- a) Remittal of wares to the finishers must result in the establishment of DISPOSITION BULLETINS.
- b) The dispositions must mention all the characteristics of the base fabric remitted as well as of the desired result (composition, width, weight per m², performance, factors, sizing, oiling etc).

They must further indicate :

1. the cost price of the base provided, on the date of availability.
2. the side for handling
3. as the case may be, the intended use for the article.

The handlers deny every form of liability for any and all accidents which may occur as a result of missing indications.

11) SPECIFIC VISITS AND INSPECTIONS

Visits, specific inspections and supplies such as paperboard, boxes, boards, tapes, cords etc are – as is the case for packaging costs – at customer's cost.

12) DISPUTES

Involving as it does customary professional procedures for constant applications derogation relative to one of the customary procedures recalled above following an expressly formulated accord does not imply any derogation to other customary procedures.

JURISDICTION :

As this concerns the provision of services the court of competence in the event of any dispute is the court installed in the location where the execution of the services is provided. (Article 46 NCPC paragraph 1)
The sole applicable law is the law of the Republic of France.

SPECIFIC TERMS FOR COMMISSION PRINTING

1) RESERVATIONS SPECIFIC TO COMMISSION PRINTERS

- a) Weighted fabrics and warps are stored or printed entirely at the customers' risk, both from the point of view of their strength and of unity of colours and grounds in the course of washing.
- b) The proper execution of orders remitted in one design can only be provided after successful sampling executed using the same process.
- c) The acceptance and engraving of a design for PRINTING on a DEFINED QUALITY and in a GIVEN WIDTH will not be binding for the printer when he executes the same work on another quality or in a different width.
- d) The customer must ascertain the fastness rates of the sampling. If the fastness rates are not subject to remarks, and if the printer supplies the orders in conformity with the first sampling, no claim may be accepted concerning the fastness ratios.
- e) The printer has no means to ascertain the owner of the designs which are remitted unto him, the order for printing necessarily implies the statement by the order-giver, or by a third party acting on his account, of said order-giver's rights, whether direct or granted in the field of artistic property for the designs concerned.

2) ENGRAVING

- a) Automatic Screen (flat or rotating) – Table Lyonnaise :

Save as otherwise stipulated, the screens belong to the client.

Sketches must necessarily be submitted to the printer who will apply the engraving in agreement with the customer. The qualities and widths to be printed must be indicated when the designs are handed over.

- b) Roller :

Cylinders belong to the printer.

Engraving costs are charged to the client.

3) WAREHOUSING AND TRANSPORT FOR ENGRAVINGS :

It is customarily disposed that :

- a) The storage of the screens (flat or rotating) or cylinders, over the first year, is provided by the printer against indemnification for each screen or cylinder as soon as same is returned after engraving.
- b) In the case of re-use by the client, their reconditioning or re-engraving will be as the case may be charged to the client.
- c) Transport for screens or cylinders is charged to the client. The occasional fact that they may be returned free of charge can in no way constitute a precedent to modify this rule.

4) RECOMMENDATION RELATING TO SCREENS (flat or rotating)

It is customary to use this equipment as quickly and totally as possible, as the printer cannot guarantee their conservation because of their extreme frailty. Its re-utilisation nearly always requires repair and the printer cannot undertake the related costs.

SPECIFIC TERMS FOR ENGRAVERS

1 – RETENTION OF TITLE :

All printing screens as realised embody processing equipment which is identified by the designs which are engraved on same. Quite apart from artistic co-ownership rights concerning these designs (and which may belong to third parties), these equipment items in their role of processing instruments remain the property of the engraver up to the point in time where the price of engraving is totally paid by the order-giver or by a third party on account for the order-giver.

The resale price of said screens can be claimed directly from the hands of the sub-purchaser, quite apart from the initiation of any collective litigation.

Risks concerning the engravings are transferred as of the time of supply to the order-giver or to the third party acting on his account.

The exercise of such claims in the case of non-payment of the price, does not result in the cancellation of the contract. The non restitution of the equipment, following a summons or the introduction of litigation, will generate indemnification for utilisation which will contribute to the price.

2 – OWNERSHIP OF DESIGNS :

The engraver has no means to ascertain the ownership of the designs which are remitted unto him for engraving ; the engraving order necessarily implies confirmation by the order-giver or by a third party acting on his account, of said direct or granted rights of artistic property on the designs concerned.

3 – DIRECT ACTION AGAINST THE ORDER – GIVER :

The order given to a printer, whether a commission agent or not, to elaborate a design necessarily includes the mandate for the engraving of the corresponding designs on account for an order-giver.

Under this heading, and in conformity with professional custom, the engraver who receives, (save in the case of a specific agreement with the printer), delegation to the due extent of his outstanding customer account concerning all sums due to the delegating party, is entitled to refer directly to the order-giver in the event where the printer were to default, in order to obtain payment in counterpart to his work.

4 – OTHER USAGES :

Documents and other material means which are used for the production of printing screens remain the property of the engraver.

The existence of manufacturing defects as the case may be must be called to the engraver's attention in the course of the first sampling or, at the latest, in the course of the month following delivery. In every case, the guarantee does not extend beyond repair or the plain and simple refunding of the defective screens.

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Destinataire :

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