



GENERAL TERMS OF SALES

TERMS OF SALES

- 1. ACCEPTANCE** - All offers and sales made by the Company, except as stipulated by the Company or expressly accepted by the Company, special and written, are subjected to these General Terms and Conditions, notwithstanding any other different document or indication contained in the Customer's General Conditions of Purchase. Any order induce acceptance of these conditions without reservation.
- 2. GENERALISTIES** - Proposals, Drawings and publicities, in any form whatsoever, cannot constitute a firm commitment. The Company reserves the right to make such technical changes as it deems appropriate, without being required to apply such changes to previously received orders.
- 3. ORDERS** - Any order becomes firm and definitive only after written acceptance by the competent Management of the Company. In the event of discrepancies between order and acceptance, the Company's acceptance of the order shall determine the content of the contract, unless the Customer has notified its refusal in writing within eight calendar days of the date of issue of the said acceptance.
- 4. TERMS OF SALE** - Unless otherwise stated, delivery is deemed to be effective in Company's factory or warehouse. Prices are exclusive of taxes for products in the Company's factory or warehouse. Products travel to the risks and perils of the Customer even though the specific terms of the contract would be established FRANCO
- 5. OVERDUE PICK UP** 5.1 If, for any reason beyond control of the Company, the Customer does not take delivery at the place and date specified in the contract, it is nevertheless mandatory to respect the contractual payment deadlines as if products had actually been picked up. In this case products will be stored by the Company in a place of its choice at the Customer's expense and risk, the Company declines any subsequent liability in this regard 5.2 If two months after the delivery date expected in the contract and eight calendar days after the dispatch of a notice by registered letter concerning this article, the seller has not taken delivery, the Company shall be entitled, without further formalities, to withdraw from the contract in respect of those products.
- 6. DELIVERY TIME** - Delivery times are for information only. The customer cannot claim any delay and claim any compensation or damages. All cases of force majeure such as, in particular, strikes internal to the Company or external (transport, postal services, etc.) justify any cancellation by the Company.
- 7. TERMS OF PAYMENT** - Unless otherwise stipulated, invoices are payable to the Company's Head Office, without refinancing within 30 days of receipt. Any protest, return of effect or delay in the payment of a single invoice will give the Company rights to claim without notice, immediate payments of any sums, even if not due, which may be due to it. Any delay in payment in relation to the contractual dates will result a penalty of delay calculated by applying to the amount still due of an interest rate equal to three times the legal interest rate, without this penalty affecting the liability of the debt. The agreed payment dates may not be delayed under any circumstances, including in the event of a dispute.
- 8. PROPERTY RESERVE** - THE COMPANY RETAINS OWNERSHIP OF PRODUCTS SOLD UNTIL THE ACTUAL PAYMENT OF THE FULL PRICE IN PRINCIPAL AND ACCESSORIES. The Customer nevertheless assumes, from the date of delivery in excess of article 4 above, the risks of loss or deterioration of these products as well as the responsibility for any damages they may cause.
- 9. WARRANTY** 9.1 EQUIPMENT The Company warrants to the Customer, as a knowledgeable professional, that all equipment provided hereunder is free of defects or manufacturing and undertakes to remedy any defect free of charge under the following conditions: - in the case of complete equipment sold alone: guarantee of return to the factory parts and labour for a period of twelve (12) months from the date of commissioning or eighteen (18) months from the date of delivery, whichever is the shorter; - in the case of spare parts: guarantee of return to the factory parts and labour for a period of twelve (12) months from the date of delivery, - for repairs: guarantee of return parts and labour on items which have been repaired for a period of twelve (12) months from the date of delivery - for installation which has been made or manage by the company: on-site part and labour warranty for a period of eighteen (18) months from the date of commissioning or inspection, the remaining transport and accommodation cost is handled by the Customer. For factory return guarantees, the cost of shipping (back to factory) is the responsibility of the Customer. The return shipping cost is handled by the Company if the warranty is confirmed,
- 9.2 SOFTWARE PACKAGE The Company ensures the Customer the overall operation of the package supplied in accordance with its documentation and destination for a period of three (3) month, from the date of invoicing of the software package against any design defect, malfunctions provided that it is used in the recommended hardware configuration. At the end of the warranty, the software package is presumed to conform to the order. The package must be used: - in accordance with its destination; - with care, in particular regarding the software package support - for the Client's own needs only; - In the configuration mentioned in the documentation and located on the site indicated in the order; - within the limit of the number of user stations provided in the order.
- 9.3 TO OBTAIN THE WARRANTY, THE FOLLOWING CONDITIONS MUST BE ACHIEVED - the Customer has notified the Company, as soon as possible, in writing, of defects found by providing any justification; - any return of material without the prior approval of the Company will be rejected; - The Firm may decide that a recognition of hidden defect is necessary. The Customer must, if necessary, give free access to the Company's agents.
- 9.4 THE FOLLOWING ARE NOT COVERED BY THE WARRANTY OR OUT OF THE SCOPE - any repairs, replacements of parts, as well as any work due to accidental causes, or vandalism or to a use of non complying product that prescribed by the Company; - equipment which have undergone an intervention by personnel not authorised by the Company or a modification not authorised by the Company;- price change operations and the possible consequences ; - any intervention having as a direct cause a modification of the infrastructure or of the electrical or hydraulic supply of the appliances;- intervention on measuring systems which have been used with wrong product ; - the maintenance, repair or replacement of any body part, including windows, advertising plates, price display plates, property plates, keys; - the replacement of the electric motors required by the absence of the appropriate protective device or the shunting of the existing device; - Response to unwarranted calls for reasons such as: defusing due to lack of fuel in the tank; electrical failure; fuse not replaced; circuit breaker not reset, weather related (floods, lightning, frost, wind, etc.); breakdowns and non-operation resulting or caused by force majeure; kits or sub-assemblies of the Company's manufacture that the Customer would not have obtained directly from the Company. In particular, the Company cannot be held liable for defects and consequences resulting from the improper implementation of such kits or sub-assemblies, carried out by the Customer or by a third party;- On-site intervention costs, outside the conditions set out in section 9.3 for facilities that have been commissioned or controlled by the Corporation.
- 9.5 IN CASES LISTED IN SECTION 9.4 ABOVE, travel and service and supplies will be supplied by the company at applicable rates and will be invoiced-paid accordingly
- 9.6 PARTS AND MATERIALS REPLACED OR REPAIRED SHALL BE COVERED BY THE WARRANTY for the unexpired period of 6 month from date of delivery
- 10. RESOLUTORY CLAUSE** - In the event of failure to comply with any of these General Conditions or the specific conditions of the sale or any other obligation relating to any order already entered into or that would subsequently be entered into, the Company shall have the right to deem this order and any outstanding order, without compensation to the Company and without prejudice to any damages to the Company.
- 11. COMPETENT JURISDICTION AND APPLICABLE LAW** - The interpretation and enforcement of these General Terms and Conditions of Sale and all acts resulting therefrom are subject to French law. In the absence of an amicable agreement, it is expressly agreed that any dispute relating to the contract will be the exclusive jurisdiction of the Court within whose jurisdiction the registered office of the Company is situated, even in the case of an appeal as collateral or of multiple defendants.