

GENERAL TERMS OF SALES

1 - GENERAL

Any order is subject to the acceptance of our General Terms and Conditions of Sale, which are the only ones that will prevail to the exclusion of all other conditions of purchase of the buyer. The prices and information in our catalogues, flyers and tariffs are not a commitment on our part. We reserve the right to make any changes to our appliances in terms of layout, shape, size or material, machines and items whose descriptions appear on our printed matter, computer documents or websites. We disclaim any liability for commitments made verbally or by phone if we have not confirmed them in writing. Likewise, business handled by our Agents or Representatives is valid and final only after acceptance and written confirmation by us. The sales contract is concluded only subject to the express acceptance of the buyer's order by us.

2 - TIME, DELIVERY AND PRICE

The delivery times are only indicative and without commitment on our part. They run only from the date of receipt of a purchase order, the information necessary to perform the supply and the first payment to the order, if provided for in the contract. We are released by right from any commitment regarding the delivery time:

1. If the terms of payment have not been observed by the buyer
2. In case of force majeure or events such as: lockout, strike, epidemic, war, requisition, fire, flood, tooling accidents, scrapping of important pieces of manufactured goods, interruption or delay in transport and, in general, any cause beyond our control that could hinder the normal operation of our manufacturing. In the event of delayed delivery, we reserve the right to change our prices to take account of changing economic conditions.

Our products are deliverable according to Incoterms ICC 2010 FCA (Free Carrier) by default, whatever the destination of the equipment and the conditions of the sale, even in the case of free delivery. Subsequently, the equipment is always shipped at the buyer's own risk (risk of damage, loss, theft, etc. of the equipment in whole or in part), even if the transport and assembly are performed under the direction or with the assistance of the seller's staff. In the event of any damage, loss, breakage, deterioration or delay during the transportation of the goods, the recipient must, to assert his rights, make his claim on the delivery note before taking delivery of the equipment, enter any relevant notes there and confirm his reservations by registered mail with acknowledgment of receipt to the carrier within three (3) days of receipt. The customer is solely responsible for damages that may result from failure to comply with the formalities necessary to safeguard his rights.

3 - STUDIES AND PROJECTS

Studies, plans and documents of any kind that we hand over or send always remain our property. They must not be communicated to third parties, executed or imitated without our written authorization. They must be returned to us on request.

In cases where the goods we deliver were manufactured or installed on the instructions of the buyer for his own needs, we reserve our liability for the proper execution of the order if:

1. The buyer has not provided us with all the information and instructions for the installation and use of our equipment for his own needs.
2. The buyer did not return to us, signed or approved by him, the draft proposal that we submitted to him.

4 - PACKAGING

Packaging is always the responsibility of the customer and is not returned to us. In the absence of any special indications in this regard, we prepare the packaging in the best interests of the customer.

5 - ASSEMBLY

Our prices are set for ex-factory equipment and assembly at the customer is not included. When we perform complete installations, assembly included, the quotations and acknowledgments of receipt will make explicit reference to this. In all cases, transport always remains the responsibility and under the liability of the buyer. In all other cases, assembly is not included.

6 - PAYMENT TERMS

Unless specified otherwise, payments must be made in euros to our domiciled address, net and without discount. Unless otherwise stated on our quote or pro-forma invoice, the payment terms are as follows: 40% down-payment on the order with the balance due on delivery. Payments must be paid by bank transfer, and all bank charges are borne by the buyer. Any late payment automatically entails the automatic payment of sums due without formal notice, as well as the payment of arrears interest equal to 3 times the legal interest rate and a lump-sum indemnity of 40 euros to cover collection costs. The payment terms cannot be delayed under any pretext whatsoever, even for legal reasons. Failure to comply with the payment terms specified on our order acknowledgment results in the suspension of the warranty with immediate effect. If the delivery is delayed by the customer, the payments are nevertheless still due. In the case of serious damage to the credit of a buyer, we reserve the right, before continuing the execution of orders or contracts in progress, to request the necessary guarantees.

7 - TERMINATION

If the customer renounces his order, or if he does not withdraw it within the deadline, the contract will be terminated by right and the down payment will be retained by us as an indemnity. We reserve the right to dispose of the goods.

8 - RETENTION OF TITLE

Law no. 80-335 of 12 May 1980

The delivered goods remain our property until the complete payment of their price and all bank charges related to the mode of payment are the responsibility of the buyer. It is prohibited, in particular, for the buyer to dispose of them in order to resell or transform them. The delivery of drafts or any securities creating a payment obligation do not constitute payments. In case of seizure of these goods by third parties, the buyer is obliged to inform the seller immediately. Despite the application of this retention of title clause, the buyer will bear the risk in case of loss or destruction, upon delivery of the goods and insurance.

9 - TRANSPORT, CUSTOMS, INSURANCE, ETC.

All operations involved in transport, insurance, customs, handling, and bringing to the site, are at the expense, risk and peril of the buyer, whose tasks include checking shipments on arrival and, if applicable, taking recourse against carriers, even if the shipment was made free of charge, within the legal period by registered letter with acknowledgment of receipt. In case of shipment by the seller, the shipment is made carriage due at the lowest rates, unless at the express request of the buyer, and in any case is under the full responsibility of the latter.

10 - WARRANTY

The application of the warranty is subject to compliance by the buyer with his obligations defined on our acknowledgment of receipt of the order, including compliance with the payment terms. We guarantee the material of our construction for twelve (12) months for mechanical parts and six (6) months for electrical parts from the date of supply, against any material or construction defects. Our warranty is strictly limited to our supply and may only have the effect of repairing or replacing the defective parts, at our option, whereby the disassembly costs, transportation costs and packaging costs are borne by the buyer. The parts replaced free of charge remain our property. For all objects of external manufacture, we offer no other warranties than those given to us by our suppliers or subcontractors. For electrical equipment, the warranty is that of the manufacturer (conditions of the Union of Electrical Equipment Manufacturers). The repair or replacement of parts during the warranty period cannot have the effect of extending the warranty period for the equipment.

The warranty does not apply to replacement or repairs that would result from normal wear and tear or from chemical, mechanical, corrosive influences, deterioration or accidents resulting from negligence, faults in oversight or maintenance, and defective use due to electrical connection errors, even a transient overvoltage of the power supply, shock or fall causing damage to the interior or exterior finish of the appliance, the penetration of foreign bodies or causes not attributable to the seller.

The warranty is excluded in the case of a use differing from the use defined at the time of the quote (in particular, the installation and/or products to be handled).

The warranty is invalidated immediately and completely if the customer modifies, repairs or commissions the repair of the equipment provided without our consent. The removal of the original serial numbers from the device also invalidates this warranty. Under no circumstances does the warranty cover the value of the raw materials or finished products which are directly or indirectly (process) placed in contact with the equipment sold, rented or loaned. The warranty does not cover operational or production losses and the resulting health consequences. Ensuring the compliance of the equipment delivered with the general and specific standards is the responsibility of the user.

11 - OBLIGATIONS OF THE BUYER

To invoke the benefit of these provisions, the buyer must notify the seller within 15 days by registered letter with acknowledgment of receipt of any defects that he finds in the equipment and provide all justifications as to the reality thereof. He must give the seller every opportunity to proceed to the detection of these defects and to remedy them, and must also refrain, without the express agreement of the seller, from performing repairs himself or to have a third party perform such repairs. At the time of the signing of the sales contract, the buyer is invited to read the general and specific conditions of the insurance policies we have taken out, including the limits and the exclusions of the warranties. These documents are communicated to the buyer on request. In particular, it is up to the buyer to insure himself with his own insurance company against the risk of operating losses that may occur due to the non-operation of the equipment provided for whatever cause.

12 - ATEX DIRECTIVE

In accordance with Directive 99/92/EC, it is the responsibility of the user to check the suitability between our equipment and the area in which this equipment is installed. The ATEX zone classification is always performed by the buyer under his responsibility. The equipment supplied takes into account our experience and the request of the buyer, and unless explicitly stated otherwise in our commercial offers, it can be used only in a healthy zone, away from explosive atmospheres.

13 - SPECIAL CONTRACTS

1/Custom work

In the case of custom-made work, the manufacturer guarantees exclusively an execution in accordance with the dimensions, tolerances and specifications indicated to him. When the responsibility of supplying the material lies with the manufacturer, he is only obliged, in the case of non-conforming or defective parts, to the extent that their number exceeds the tolerances, to replace them free of charge without being liable to pay any damages. Where the material or parts are supplied by the customer, in the event of non-conforming performance that does not result from their own defects and concerning a number of parts exceeding the tolerances, the manufacturer will be required, at the customer's discretion, to either to provide a credit corresponding to the price of rejected parts, or to perform the work again using the material or the necessary parts made available to the customer. Unless expressly provided for in the contract, the manufacturer shall be liable for the loss or deterioration of the material or parts entrusted to it only if there is a serious breach of the rules of prudence and diligence normally required for work of this type.

2/Repairs

Unless expressly agreed otherwise, the repair work shall not give rise to any warranty other than that of the good performance of said work.

14 - JURISDICTION

These General Terms and Conditions of Sale are governed by French law. All disputes concerning deliveries, payments and other contractual obligations fall under the competence of the Courts of Versailles-78000, France, which is the place of jurisdiction regardless of the customer's domicile.