

GENERAL CONDITIONS OF SALES

- 1 Any order entails as of right agreement to and acceptance of our general conditions of sale, it being made clear that the remittance by the purchaser of his general conditions of purchase when confirming the order does not imply contestation of our general conditions of sale. Exemption or restriction in respect of our general conditions can be implemented against us only insofar as they have been formally accepted by us in writing.
Orders sent to us, either directly or through our agents or resellers, commit us only after written confirmation from us. We reserve the right not to accept an order.
- 2 We reserve the right to modify our products without being bound to incorporate the modifications in products already delivered on current orders. However, we may incorporate these modifications in products on order against invoicing the additional cost.
- 3 Our products are shipped and certified in our partner's factories. The purchaser may check these when they leave. Any claim for non-conformity on the product shipped against the product ordered, or on the dispatch docket, must be made in writing within 10 days of the product arriving.
Irrespective of the mode of transport used, our products are sent at the risk of the consignee, even if the price of the products is carriage-paid, FOB, DDU or CIF. In the case of loss, damage, delay or deterioration during transit, it will be up to the consignee to make the necessary claims against the carrier. The packaging, if any, is the responsibility of the purchaser and will not be taken back.
- 4 Delivery dates are shown purely for information. A delay in delivery can in no case involve our responsibility. However, if this delay were to exceed 30 days, the purchaser would be entitled to ask for the contract to be cancelled after a formal notification failed to produce delivery of the goods within 30 days. This notification must be made to us by registered letter with acknowledgement of receipt. Otherwise there can be no claim for damages. The two periods of thirty days above are however suspended in the event of circumstances beyond our control (force majeure). Strike action is considered, for the purpose of this contract, as an example of force majeure, making it impossible for this clause to be applied.
- 5 Our products carry a one-year warranty from the date of dispatch against faulty parts or manufacture, except, particularly, in respect of any damage having as its origin a cause not inherent to the products, such as a fault in maintenance, defective maintenance, accident, normal wear and tear or any other incident not caused by an action on our part.
Our warranty is limited to the pure and simple replacement, as quickly as possible, of any part or piece of any part for which a defect as set out above is established, without providing entitlement to compensation for damages. The replacement will be made only after examination of the relevant parts which must be sent to us carriage and packaging paid. Transport and reassembly costs are payable by our customers. Components in our machines not manufactured by us are guaranteed only to the extent of the guarantees given by the manufacturers and directly by them. We incur no responsibility in respect of these components.
- 6 Our contracts are based on the economic conditions prevailing when the order is accepted. Our prices are ex-factory unless otherwise shown by us. Any change in transport costs, Customs' duties, fiscal or other taxes are borne by the purchaser and cannot entail cancellation of the order.
- 7 Unless otherwise stated in the order acceptance form, payments will be made to the Company's offices by draft accepted and domiciled at order confirmation or otherwise stated in our offers, net without discount.
Any claims relating to a delivery do not provide exemption from settling invoices when due as set out above. Bills received in payment are accepted by us without either guarantee or liability for any which are irregular or contested in spite of the words "free of costs". The same applies to defective protest or denunciation of protest within the legal time limits.
The financial situation of the customer being an essential condition of the contract, we reserve the right, in the course of a transaction, even if no sum due remains outstanding, to demand guarantees of payment and the proper execution of commitments. If these guarantees are not provided, or seem to us to be insufficient, we reserve the right to cancel the balance of the contract.
In certain cases, decease, incapacity, winding-up, and more generally in all cases touching on the cessation of payment, the vendor reserves the right to cancel the balance of the contract without having previously to demand guarantees.
- 8 Any sum not paid by the due date bears as of right interest at the official rate increased by 10 points without formal notification and without for all that the debts ceasing to be payable.
Similarly, also becoming immediately payable are all our other debts which we might be owed by the purchaser. Furthermore, in this case, we are authorised to suspend outstanding shipments, as well as the execution of orders on our books, all our rights to compensation for damages being expressly reserved.
- 9 Notwithstanding the transfer to the purchaser of the risks of our products, the latter remain our property until complete payment of the price and relevant accessory costs, in conformity with law No. 80-335 of 12th May 1980.
A payment is not constituted by a bill of exchange or other securities creating an obligation to pay. In the event of the transfer of his business, the purchaser must see to it that our products which have not been fully paid for do not form part of the transfer and that our ownership is recognised.
In the event of partial or total non-payment of the price by the due date, we may rightfully and without further formality demand the return of the products at the expense and risks of the purchaser. Any deposits already paid to us will remain acquired by us definitively.
- 10 Only the Courts of LA ROCHELLE/FRANCE will be competent to take cognizance of any dispute which might arise from the contracts concluded with our customers or their consequences. This clause applies even in the event of a warranty appeal or if there is plurality of defendants.
This clause takes precedence over any identical clause to which the customer might be bound by virtue of another contract.