

GENERAL TERMS OF SALE – N° 4174

1 - OFFER :

The acceptance of this offer entails the acceptance of the general terms of sale hereunder..

2 – VALIDITY OF THE OFFER :

Except in the case of special provisions set in writing at the time of the offer, the offer is valid 30 days from its date of presentation. The offer is considered as a firm sale from the date of reception by the customer of the acknowledgement of order established by the supplier.

3 – OFFER ACCEPTATION :

To be considered as acceptance of an offer, the order form must include all information necessary for its processing. Should it be not the case, we reserve the right to invoice all changes in price that could result between the acceptance of the offer and the complete definition of the order.

4 - PRIX :

Our sales prices are those mentioned in the offer or on a valid price list. Our prices are ex-works without VAT and exclude packaging and freight costs. Moreover if large changes occur in the official commodity indexes for the prices of copper, magnetic sheet metal, plastics, or salaries, we are entitled to apply, 6 months after our offer, a revision of the invoiced prices, according to the formula hereunder :

$$P = P_0 (0,10 + 0,08 \frac{T_{ma0}}{T_{ma}} + 0,08 \frac{C_f}{C_f0} + 0,04 \frac{C_y}{C_y0} + 0,20 \frac{P_{sdB}}{P_{sdB0}} + 0,50 \frac{S_i}{S_i0})$$

This will be computed by taking as starting indexes those of the month preceding the offer on which the order is based, and as indexes for invoicing those of the month preceding invoicing. Any change in the delivery date will entail a change of price according to the same formula.

5- PAYMENT TERMS :

Except in the case of special written provisions at the time of the offer, payment is due 30 days after invoice date. Late payment may lead to stopping deliveries and manufacturing and is liable to interest charges.

6 – TERM COMEDOWN – DELAY PENALTIES – PENALTY CLAUSE :

Failing payment of any of the debts at the expiry dates, the entirety of the debts of the seller on the purchaser will become owed by right, without procedure nor prior demand. Besides in accordance with the article L.441-6 of the commercial law, penalties of delay are owed in the daytime according to the date of regulations appearing on the bill without a recall being necessary. Except as otherwise provided, the rate cannot be less than for 3 times the rate of lawful interest, this rate is updated on the bill. In case of levy by contentious way, sums owed to the seller will be increased by right of an inclusive indemnity of 15 %.

7 – PROPERTY RIGHTS :

In compliance with the law n° 80335 of 12.5.1980, the vendor will retain the full property rights on the goods until full payment of the invoiced price. Up to that date, the equipment delivered will be considered as consigned and the buyer will support all risks of damage to this material or due to it, whatever the cause. Until full payment is made, the goods cannot be resold without prior agreement of the vendor. Notwithstanding any contrary provisions in this contract, in case one payment is overdue, the vendor can, without any loss of rights, demand by registered letter the return of the goods, at the expense of the buyer, and this until the full payment by the buyer of all due sums is made.

8 - CHARACTERISTICS :

All dimensions, weight, performances, are approximate and are given only for information. The principle of manufacture, in particular, cannot be considered as bound by the contract.

9 - DELIVERIES :

The time of manufacture is counted from the date of the reception of the order with all the necessary information. The delivery times indicated in the offer are estimates. A foreseen date of shipment is confirmed on the acknowledgement of order. This date is indicative and exceptional procurement or manufacturing problems could change it significantly. Any delay in supplying information or instructions concerning an order is liable to lengthen the delivery time.

10 - PERFORMANCE :

The performance and technical date of our products result from our test and experiments and are given for specified test conditions. These values are not part of the contract and do not involve our responsibility. Even in the case of a written commitment of the performances, these are only guaranteed within tolerances and reject levels normally admitted..

11 – DELAYS IN DELIVERY :

For delays due to « force majeure » or acts of god, such as strikes, lockout, fire, social unrest, failure of energy and raw materials, the vendor cannot be held responsible, directly, for the consequences of a cancelled or late delivery.

12 – TRANSPORT RESPONSIBILITY :

The goods travel at the consignee's risk. Should the goods be damaged during transport, the consignee will make due reserves to the transport company, even if the goods were sent free of charge.

13 – SUPPLIER'S RESPONSIBILITY :

The supplier's responsibility is strictly limited, whatever the cause, to a sum representing the contractual amount of the equipment of service supplied. The customer guarantees that his insurance company will abandon any claim against the supplier of his insurance company, with the exclusions and limits here above mentioned. Whatever the circumstance, the supplier will not be obliged to repair immaterial or indirect damages put forward by the customer or any third party ; so, he will not be obliged to indemnify exploitation, production or profit loss, or any other financial or economical loss.

14 - GUARANTEE :

The vendor guarantees the equipment supplied against material and construction defects. Should such a defect be notified in writing within 1 month of reception, and after receipt of a return authorization number given by the Sales Department of the supplier, the equipment would be repaired or replaced at not cost by the vendor after a technical examination. The transport costs are borne by the consignee. This guarantee, in the case it is notified within the specified time, can in no case exceed one year from the date of shipment. The vendor cannot be held responsible for the direct or indirect consequences of defects of the equipment.

15 – SUPPLEMENTARY COSTS :

In the case of a delay in the order due to special instructions of because of lack of information from the buyer, the vendor can invoice any increase in cost that results from this delay (finished parts stocks, work on hand). Also, any cancellation of an order entails payment of the real costs already incurred by the vendor for its execution..

16 - LITIGATION :

The Tribunal of Commerce of BEAUVAIS is the sole competent authority for litigation.

17 - ETRANGER :

In the case of export orders outside the French custom territory, the above conditions also apply. They are, however, extended or modified as follows: The delivery of the sold goods is always effected within the French customs territory. Except if otherwise stated, the delivery is made ex-works according to the INCOTERMS of the International Chamber of Commerce. On request the shipment of the goods can be made up to a destination specified by the buyer, although this modifies in no way the basic principles governing our sales as they have been given above. Failing accurate instructions from our consignee for insurance and freight, they will be chosen in his best interest and at his cost. Any dispute will be solved according to the "Règlement de Condition et d'Arbitrage" of the International Chamber of Commerce by one or more referees, chosen in compliance with these rules and under French law. The arbitration will take place in PARIS and must be preceded by a conciliation attempt. Confirmation by judgement of the sentence, of its confirmation for exequatur can be requested to the competent court of law.