



## **GENERAL TERMS OF SALES ERNAULT SERVICES**

### **1-General**

Any order implies by purchaser the acceptance without reservations of the following general terms.

No other particular terms can't, unless formal, written acceptance of seller prevails against **the general terms of sales**.

Any condition contrary opposed by the purchaser will, in the absence of explicit acceptance, unenforceable Seller, whatever time it may have been brought to its attention.

The fact that the seller does not prevail at a given time of any presents **the general terms of sales** cannot be interpreted as a waiver to take advantage subsequently of any of those conditions. Supplies and services include only

what is specified in the order confirmation

The contract of sale, even if preliminary offer, is perfect as subject to acceptance by the seller of the purchaser's order.

All cancellation give rise to payment services already provided by the seller, and an indemnity lump sum for termination can't be below 10% of the amount due.

ERNAULT Services reserves the right to apply a mini billing according to the current rates

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### **2-Studies and project**

The projects, studies and documents delivered and sent by the seller still forever its absolute property. They must be

delivered at his request.

These are provided free, if there is an order, in case contrary, the seller has the right be reimbursed for its costs studies and the travel expenses.

The seller keeps absolute intellectual property of the projects, studies and documents, and can't be forwarded or made without written authorizations.

Any documents and information forwarded at the purchaser are strictly confidential and can't be disclosed.

### **3-Prices**

Our prices are duty free on ex-factory for equipment unpacked.

### **4- Terms of payment**

Except indication contrary, the normally terms of payment are the following:

-30% at the order

- The balance of payments at the provision.

The terms of payment can't be delayed, whatever the pretext, and even in case of dispute

This payment is doing at the address of seller, net without discount.

In application of current legislation, any delay in payment carries with it by rights the payment of penalties, the rate for which shall be equal to 3 times the legal interest rate in effect at the date of delivery.

The amounts owed by the client to the seller shall become immediately payable, whatever the conditions previously agreed in case sale, handover, adjournment collateral or contribution to society of business or its equipment by the purchaser, and in the case where the payment isn't made at maturity.

### **5- Reserve ownership**

The seller reserve the property equipments sold delivered and installed until complete payment of the full price and

accessories. During the period of the reserve property, the risk and the care of equipments delivered are to belong to

purchaser from their exit to the factory, warehouse or seller stores.

The purchaser should take out insurance to cover risk since the date of delivery include a clause of delegated compensation for the seller .A copy of the insurance policy should be give at the seller. The purchaser promise to preserve the equipments delivered rightly and easily identifiable by seller.

In the case of non payment or partial payment or equipments resold to a third person, the seller reserves the right to

recover the equipments costs, risk and peril by purchaser.

In the case where the purchaser would have resold the equipments to a third person, the seller reserves the right to

ask at this person to pay the amount due. In all cases, the amount paid by the purchaser will be acquired seller, or as an advance payment, either as compensation .

## **6- Cancellation clause**

In case of no-realize of obligations by the contractor and 8 days after formal notice unsuccessful this contract will be automatically terminated without prejudice to any damages that may be claimed from the defaulting party

## **7- Financing**

Not applicable

## **8-Transport and delivery**

### **Object and modality**

Unless otherwise stipulated, goods are considered delivered to the client at the site of the seller's registered office. They are shipped with carriage and packing paid by the client, with insurance to the place of delivery contracted by the seller: all these costs are invoiced on a lump-sum basis.

Unless otherwise stipulated, the client is responsible for insuring the transport costs and risks for the goods sold after their delivery.

Products travel at the client's risk and peril; it is the client's responsibility to check the products when they are received and to immediately report any useful reservations to the carrier, under the terms of current legislation (reservations on the delivery receipt, by registered letter within three business days) following the requirements of Article 103 of Commercial Code.

In case of shipment by the seller, it is made in port due to lower fares, unless specifically requested to the purchaser, and in any case, under the full responsibility for it.

Prices are for equipment, the price of the seller, delivered in factories or stores the purchaser.

In case of non-removal equipment on the agreed date and after notice by the seller, the contract will take full effects.

The shipment may be delayed at the request of the buyer unless it is expressly accepted by the seller that reserves the right to charge the costs of detention. In any event the delay does not suspend the terms of payment or the conventional calculation of interest for non-compliance with these terms.

The client is responsible for ensuring prompt access to and suitability of the premises intended for receiving heavy and cumbersome goods; the seller will in no case bear such costs.

### **Delivery times**

The delivery times stated in the acknowledgements of receipt of orders are given by way of indication. Delays in no case do not justify cancellation of the order nor do they give rise to any payment, indemnity or application of late penalties. The delivery period starts to run after the date of dispatch the acknowledgment of receipt of order, and provided all the technical and commercial controller are finally agreed and that the down payment expected to be made.

Moreover, if import licenses are required for entry into the country of destination, this period begins to run when they have been received and it will be possible to save the firm the order.

The seller is relieved by rights of any time commitment relating to its deliveries and expressly reserves the right to suspend delivery. The seller will hold the purchaser to the current timely case of events like this. The delay is valid for the machine, equipment or materials or outfitter as well-defined in the offer.

## **9- Warranty**

The warranty equipments are insured by the seller or by a company dully mandated.

### **Extended warranty:**

In the case of defective, nonconformity or missing products, our company's liability is limited to replacement of or repair for products found to be non-compliant, defective or missing. The warranty is limited to the repair or replacement of faulty parts without provision or other benefit compensation. The repair of defective parts does not an extension of time warranty. The obligation to warranty does not apply in case of vice from either subassemblies or material provided by the purchaser or a design imposed by it

Moreover, our company may not be held liable in the event that the products sold are warehoused under abnormal terms incompatible with their nature.

This exchange may in no case extend the period of the warranty over all the goods. Repairs are made in the seller's shops; the sender bears the shipping costs. The warranty covers only parts deemed defective by the seller. It does not cover replacements or repairs resulting from normal wear of the devices, deterioration or accidents resulting from negligence, from faulty oversight, maintenance or storage; from handling or utilisation not compliant with the seller's or manufacturer's specifications.

The used equipment may not in no case to be warranty.

The warranty shall not apply if it is found that repairs or any work have been done by a person outside the seller's post-sales department.

The seller may in no case be declared liable for the direct or indirect consequences for the goods of the failure of an item sold by it. No indemnity of any kind may be claimed because of this, including for loss of use.

In any case, if the equipment is used more than eight hours per day or more than five days per week, the period of the warranty is necessarily reduced by half. The warranty ceases to be gained from the moment the purchaser conducts itself, or cause by a third party, repairs or modifications without obtaining our prior.

These commitments are valuable if the purchaser respect the terms of payment.

**Period and start to warranty**

This commitment applies only on defaults occurred during a period of six months, unless contrary specification. This period of warranty applies the day of the end of initiation and at the latest one month after the delivery. If the delivery is deferred, the period of warranty is extended to the delay. This warranty is subjected to 1641 articles and following the civil code.

**Modality of warranty exercises:**

- a) In order to appeal the benefit of those provisions, the purchaser must notify the seller promptly by the laws in writing by letter with return receipt, of vices to equipment and provide all reasons of the reality of them. It must give the seller any facility to proceed at the observation of such defects and to provide remedy.
- b) It is for the seller as well advised to address the vice at its own expense and with diligence, the seller reserving the right to change, if any, devices equipment to meet its obligations.
- c) The work resulting from the warranty obligation is carried out in principle in the workshops of the purchaser. The seller pays cover to the handiwork costs for this repair, excluding the time spent on preliminary work or operations dismantling, necessitated by the terms of use or implantation of such equipment and for elements not included in the provision in question.
- d) The cost of carriage the equipment or faulty parts, as well as the return of equipment or repaired or substituted shall be handling by the purchaser as well as where repair the installation area, travel and stay for agents of the seller.
- e) The free substituted parts are delivered to the seller and become his property.
- f) After the expiry delay of warranty, the purchaser will be charged the price of parts to change or repair, included handiwork and travel.

**Warranty for spare parts**

In the general case, our warranty period is 6 months. For electrical equipment incorporated in our machines and equipment brands other than ours, our warranty is limited to the supplier.

With the exception of wear or electronic components our parts are warranty 6 months against any manufacturing defect, this in only when they were substituted by our technicians.

**Warranty on industrial performance**

When warranties are given on industrial performance and economic consequences of this commitment are the subject of a special agreement between the parties.

In the default of such specific provisions, these warranties are not handling by the seller, the purchaser declaring take risks. If the seller's responsibility would be engaged or accepted, a repair could be realized to the maximum 25% of pre-tax price of equipment sold.

**Repairs:**

Unless otherwise expressly agreed, repair operations do not give rise to any security other than a good execution of such operations.

**10- Return of goods**

The goods may be not returned without the prior written consent of the seller. Only those goods having undergone

no modification or alteration may be returned and must be returned in the original packaging. Any transport and restocking costs are borne by the client

**11- Damages**

The commitment of the seller is purely limited to obligations of general terms.

Only the direct damage suffered by the buyer as a consequence of a lack of proven seller will be taken over by it to the exclusion of any damage within 25% of the price of equipment

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**12- Jurisdiction**

In the event of a challenge to all or part of the present terms of sale or those that may arise from fulfilment of any order, failing amicable settlement, jurisdiction is attributed to the ROCHE SUR YON COURT.

Fact in ROCHESEVIERE on 05/01/2009 under obligation the managing director