



GENERAL TERMS AND CONDITIONS OF SALE

GENERAL

The proposed supply only includes the equipment specified in the offer. Acceptance of our offers implies acceptance of all the terms and conditions of sale hereinafter, excepting special conditions which have been confirmed in writing, including those detailed in the offer itself or in any related correspondence prior to the order and duly included in our order confirmation, which alone shall constitute the definition of our obligations to our customers. No provisions figuring on purchase orders or correspondence we receive may change the following, unless approved in writing by us. The simple fact of placing an order implies the purchaser's full acceptance to our general terms and conditions of sale.

ORDERS

The purchaser must confirm any order, even one recorded by our agent or representative, in writing, to the vendor for it to be valid.

An oral agreement shall only be taken into consideration after having been included in an order confirmation letter or written amendment.

When a down payment is provided for in the commercial offer, the order, even confirmed, cannot be recorded until such deposit has been received.

Any down payment received on ordering shall be permanently acquired, except in the case of default by the vendor. Orders may not be cancelled under any circumstances.

PRICE

Our prices shall be understood to be excluding taxes and packaging, and ex factory.

Our basic prices are for information only and may be adjusted to reflect increases in raw material and labour costs, or increases in manufacturer pricing at any time and without notice.

Our offers are valid for a maximum of 3 months. In the event of a shorter validity period, the offer's validity period shall be specified in the commercial offer.

PACKING

Packing costs shall be invoiced in addition to our invoices and shall be non-negotiable.

DELIVERY TIMES

The delivery times proposed in our offers shall be maintained within the limits of the possible. However, they are indicative and delays may in no way justify the cancellation of an order: a delay in delivery shall not result in penalties. The specified period shall take effect from the most recent technical, commercial or financial agreement. Any late payment of old invoices or the down payment shall result in the delivery being delayed.

PAYMENT

Payments shall be due according to the specific terms set forth in the contract and in the currency specified in the commercial offer. Payments may be delayed under no circumstances or pretext whatsoever.

Pursuant to Law 92.1442 of the 31 December 1992, any delay in payment shall result in the application of a late fee equivalent to twice the legal interest rate charged by the banks.

This penalty shall be applicable without it being necessary to put the purchaser on formal notice to pay.

GUARANTEE

The vendor shall remedy any operational defects resulting from a defect in construction, materials subject to the provisions hereinafter.

The supplier guarantee shall not apply to defects resulting from the purchaser's participation in supplying materials or equipment, an imposed design, or participation in design, manufacture or assembly. Incidents arising from a case of force majeure, damage or injury caused by negligence, lack of supervision or maintenance, faulty use of materials, and parts which normally rapidly wear or which are specially mentioned in the contract shall be excluded from any guarantee.

Any changes to the originally delivered equipment or any substitution of parts under conditions that have not been approved by the supplier shall suppress any effects of the guarantee.

This guarantee shall cover all material or construction defaults, on condition that the purchaser provides appropriate evidence of such defects or faults.

The guarantee shall be strictly limited to the immediate replacement of equipment recognised as being defective and shall in no way cover:

- Defective assembly, storage or transport conditions.
- Improper equipment use.
- Injury caused by the breakdown or replacement of defective parts or equipment, regardless of the physical, moral or material consequences.

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www.kanopee-france.fr

Société à responsabilité limitée au capital de 5 000€

R.C.S MARSEILLE 538 721 812 – APE 7010Z - TVA N° FR4553872181200013



GENERAL TERMS AND CONDITIONS OF SALE

- The guarantee shall not be applicable if the customer changes, repairs, or has repaired without the vendor's consent, the equipment provided.

Under the guarantee, the vendor shall not reimburse any labour costs incurred by the purchaser.

Requirements to make a claim under the Guarantee:

To be eligible under these provisions, the purchaser shall immediately notify the vendor in writing of defects attributed to the equipment and provide any evidence that can facilitate the investigation of these defects (photographs of the equipment must be provided as supporting documentation)

Under no circumstances shall the purchaser repair the equipment.

The purchaser shall bear the shipping costs of equipment replaced under the guarantee.

REPAIR WORK

Repair work may only begin following written acceptance of the estimate. Should the purchaser not accept the estimate, disassembly, inspection and reassembly costs shall be charged to the purchaser.

In the event that the purchaser does not want an estimate to be established, the repair work shall be undertaken as soon as possible and the total cost cannot be disputed.

Repairs shall be performed with the utmost care but shall not benefit from the guarantee applying to new equipment. The purchaser shall insure the part to be repaired or which has been repaired against transport risks.

RETENTION OF TITLE

The vendor shall retain full ownership of the goods covered by the contract of sale until receipt of full payment for the goods and associated services, in accordance with Law 80.335 of the 12 May 1980.

Payment shall be considered to be effective on the actual receipt of the price, bank drafts or any other form of payment shall not be considered as payment until actual receipt of the funds on the due date.

Non receipt of a bank draft payment or an instalment of the price on its due date shall result in the vendor being able to request, by registered letter with acknowledgement of receipt, the return of the equipment at the purchaser's cost until the purchaser has acquitted itself of its commitments. The vendor may also automatically terminate this contract by registered letter with acknowledgement of receipt and retain any down payments and partial payments received.

TERMINATION CLAUSE

Non-receipt of a bank draft payment or an instalment of the price on its due date shall result in the balance of the price becoming immediately payable without prejudice to the vendor, which may, if it so wishes, automatically terminate the sale if a formal notice is not responded to within 8 days.

Should the purchaser default in a sale concluded but not paid, it shall be automatically cancelled if our formal notice to pay, sent by registered letter with acknowledgement of receipt, is not followed by a cash settlement by bank transfer within 8 days.

INDUSTRIAL PROPERTY

Plans, studies, user or installation guides, photographs, technical and commercial documents, and models entrusted by the vendor for special manufacturing shall remain the vendor's exclusive property.

The purchaser shall not copy, reproduce, disseminate or disclose them to a third party.

ELECTION OF JURISDICTION

It shall be expressly agreed that the courts of the vendor's head office shall have exclusive jurisdiction for any disputes where the vendor may be at cause, whether it be for principal pleas, third party appeals, compulsory joinders of third parties, or interim proceedings in order to take urgent measures and even in cases of multiple respondents.

The interpretation of any contract shall be subject to French law.

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