

GENERAL SALE & SERVICE TERMS

THERMOCOAX
from vision to reality

1. GENERAL POINTS

Passing of an order to us implies acceptance of our general sale and service terms.

2. ORDERS, PROPOSALS AND ESTIMATES

All orders must be made to us in writing.

The minimum order amount is set at 200 Euros V.A.T. exclusive. All orders below this will be returned to the customer for reissue or invoiced at 200 Euros.

Our proposals and estimates are valid for one month.

Our proposals relate to equipment, designated in our quotations and do not include their installation or entry into service.

Services relating to study and adaptation of a configuration or piece of equipment, as well as its installation or entry into service, are confined to those specified in our estimates.

If deliveries are staggered and postponed at the client's request, our prices may be updated in line with the latest prices in force.

3. STUDIES, PLANS, PROJECTS

Studies, plans and projects sent to the may not be copied, reproduced or used without our written authorisation.

4. DELIVERY

Delivery times given in our estimates are given as an indication only.

In the event of it being impossible to provide any piece of equipment, or to deliver within the agreed time, no damages may be claimed.

We reserve the right to deliver and invoice separately the operable units. As far as cables delivered on a meter basis are concerned, the quantities invoiced are those which are actually delivered: these may differ by 10% to the quantities ordered (barring specifications to the contrary in the estimates).

Our equipment is set at the client's risk and peril, even in the event of it being returned or of despatch sent carriage paid or C.O.D.

It is the client's responsibility to make all necessary reserves and to undertake any complaint against the transporters in the event of damage or missing items.

5. RETURN

No equipment must be returned to us without our prior written agreement.

Equipment which has been accepted for return must be sent in its original packaging and with all its accessories, with all items in perfect condition, carriage paid, to the address indicated.

6. PRICE AND INVOICING

Our prices are given V.A.T. exclusive, ex works, for equipment packaged in its customary packaging. Any specific packaging shall be invoiced in addition. Unless otherwise agreed, the latest Incoterms issued by the ICC (International Chamber of Commerce) shall apply to the trade terms quoted.

The applicable V.A.T. rate shall be that in force at the time of despatch.

7. PAYMENT

Barring any contrary clause, our invoices are payable within thirty days from the end of the month during which they were invoiced, net and without discount. Unless otherwise specified in the contract, we do not allow discount for earlier payment.

Any order for less than 200 Euros, exclusive of V.A.T., shall be invoiced for this amount.

Payment by irrevocable letter of credit shall have to be confirmed in a first-class French Bank.

8. LATE PAYMENT

In the event of late payment, all sums due, even in the long term, shall become as of right immediately due for payment, and shall bear interest at the rate of the base bank rate of Crédit Lyonnais bank, plus 6 percentage points, applicable on the first day of each month of delay, plus tax.

In the event of non-payment, the sale of all or part of the equipment the price of which has not been fully paid may be declared cancelled as of right.

In such an event, the client shall be liable to pay a monthly compensation, equal to 2% of the V.A.T. exclusive price, as well as the costs of carriage, packaging, and of any repair and reconditioning of the equipment.

9. OWNERSHIP RESERVE

In addition, the ownership of the equipment sold may be transferred to the client only after full payment of the price even in the event of the due date being postponed.

Our clients must not alter or obliterate signs of identification of this equipment and its packaging, checking of which they authorise to be carried out at any time.

They shall bear the cost of damage that the equipment may incur or occasion.

10. ACCEPTANCE OF THE GOODS

Inspection operations scheduled in the orders in the presence of the client or his representative shall be carried out at the expense of the client and shall lead to a written statement signed by both parties.

They must be carried out within fifteen days of our notification of the goods being made available.

11. GUARANTEE

Our equipment is guaranteed for twelve months from the date on which it is collected in our centres or, failing this, from its delivery.

Our liability under this guarantee shall be limited to replace free of charge the products we manufactured – products that are proved by THERMOCOAX to have defects – or to repair them, at THERMOCOAX own choice. Our guarantee obligation does not include any costs, damages, nor interests, the manpower, boarding and travelling expenses remaining at the client's expenses.

This guarantee does not cover deterioration resulting from any failure to respect the instructions for use, from negligence, from any cause external to the equipment, or from any modification or intervention on the part of the client or any third party, without our agreement.

No compensation shall be payable for the deprivation of use of the equipment.

12. ATTRIBUTION OF COMPETENCE

In the event of dispute, Flers Commercial Court shall be the competent legal authority, and French law shall apply.

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THERMOCOAX S.A.S.

au capital de 457 500 €

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