

GENERAL TERMS AND CONDITIONS OF SALE WEISS TECHNIK France

GENERAL: The following terms and conditions of sale apply exclusively. Any changes must be agreed upon in writing.

All our proposals are made without obligation as regards technical information, dimensions, weight, etc. Our proposals including a technical study are given in strict confidence and may not be disclosed to third parties. We reserve the right to recall any proposal and attachments that have been studied in the event of a failure to place an order. We do not accept any request for compensation following a breakdown or failure of our hardware and software.

1- ACCEPTANCE OF ORDERS: Orders sent to us directly by our customers or transmitted by our agents or representatives are only binding on our company when they have been confirmed in writing. Orders are definitively accepted upon receipt of the deposit payment check (see § payment).

2- PRICES : our prices are for delivery FREE OF SHIPPING AND PACKING, materials delivered at ground level or on the quay, in METROPOLITAN FRANCE. The sending of a price list does not constitute a contractual commitment, as prices may be modified without prior notice. For exported material, the purchaser must provide a certificate approved by the indirect taxes. All taxes, duties or other services to be paid in application of the French regulations or those of the importing country are to be borne by the purchaser.

3- PAYMENT: our invoices are payable to our headquarters within 45 days FDM date of invoice, net without discount.

Any delay in the stipulated payments, in addition to the legal consequences, will result in the payment of an interest calculated at the legal rate, increased by 5 points.

Unless otherwise agreed, payments will be made under the following conditions for equipment

- 30% of the amount excluding taxes payable at the time of order, by net check without discount upon receipt of the pro-forma invoice.

- The VAT by check upon delivery. The balance of the amount excluding taxes by draft accepted at 45 days FDM invoice date net without discount.

A possible financial retention of guarantee will be limited to 5% of the amount of the order, and payable at the delivery against handing-over of a bank guarantee of the same value, releasable at most one year after the delivery.

Any delay in the stipulated payments, in addition to the legal consequences, will suspend the guarantee.

Following the new law n°2012-387 of March 22, 2012 and the decree of October 02, 2012, a fixed indemnity of 40€ for recovery costs in commercial transactions may be claimed in case of late payment

4- PROPERTY RESERVATION CLAUSE: the goods and products delivered remain the property of WEISS TECHNIK FRANCE until full payment of their price. Checks and bills of exchange are considered as payment only from the date of their effective collection. Despite the application of this retention of title clause, the buyer will bear the risk in case of loss or damage to our products.

5- DEADLINES: the deadlines mentioned in the commercial proposals are given as an indication, only the deadlines indicated in our acknowledgements of receipt are valid. The deadlines start from the day of the complete agreement on the technical execution and on the commercial clauses, in particular the payment of the deposit at the order. We reserve the right to make partial deliveries. Unforeseeable difficulties in production, such as the failure of subcontractors and non-conforming deliveries by suppliers, entitle us to extend the stipulated deadlines without the purchaser being entitled to claim penalties for delay. In the event of force majeure, we reserve the right to terminate our obligations in whole or in part. In all cases, the extended delay will not be a reason for cancellation of the order or a claim for compensation.

6- SHIPPING : our goods always travel at the risk of the recipient. A transport insurance will be contracted on request of the recipient and this, by written agreement. No claim can be accepted if the buyer has not formulated it in writing within 48 hours after the arrival of the goods.

The return of goods is only accepted with our prior written agreement. In the event of damage or shortages, the recipient undertakes to make the usual reservations with the carrier and to notify us in writing. Spare parts are shipped at the recipient's expense (according to the current shipping rate).

7- DELIVERY, INSTALLATION AND COMMISSIONING: Installation and commissioning costs are not included in our FRANCO prices. They are invoiced separately after agreement with our customers.

Shipments and services (the fulfilment of contract) shall be under the proviso that fulfilment is not being restricted by any national or international regulations, particularly export control regulations and embargos or any other restrictions. The contract partners shall obligate themselves to provide all information and documentation needed for the export/domestic shipment/import. Delays caused by export checks or licensing procedures shall override any lead times or deadlines stipulated. If any required licenses for certain items cannot be obtained, the contract shall be considered as not concluded regarding the items in question; because of this and of above mentioned transgression of deadlines, any claims for damages shall be excluded

8- TOLERANCES: the dimensions indicated in our catalogues and proposals are approximate dimensions of the parts and appliances. The tolerances to be respected must be indicated to us at the time of consultation and then of the order.

9- WARRANTY: unless otherwise stipulated, our equipment is guaranteed for one year, parts, labour and travel in metropolitan France, from the date of delivery or completion of assembly in the case of equipment assembled on site. For exported equipment, only the warranty stated in our offer is valid. Our warranty does not cover routine maintenance, consumables, handling errors, external deficiencies and abnormal use. Any part recognised by us as defective or not in conformity will be replaced without this recognition giving right to damages.

Heating and viewing elements are not guaranteed as their life span depends on the conditions of use. Any part found to be defective must be returned to us for examination, and any part replaced under warranty becomes our property. The customer is responsible for the return shipping costs, in case of non-return the warranty cannot be applied.

Modifications and repairs carried out by the purchaser or a party of his choice without our written agreement automatically release us from any guarantee.

Repairs do not extend the warranty period and failure during the warranty period cannot lead to the payment of compensation or damages, whatever the loss suffered.

Parts changed during after-sales service (outside the warranty period) are guaranteed for 3 months (travel and labour not included).

10- PLANS: in the event that plans are given to the customer, these remain our entire property. They may not be used for the manufacture of parts or equipment, nor may they be copied or given to third parties. At our request, the drawings must be returned to us. In the event of changes to our products, we shall not be obliged to recall or exchange drawings which have become obsolete. The dimensions, weights, overall dimensions, connection points, etc., are only given as an indication unless expressly confirmed by us.

11- SPECIAL CONDITIONS: any special condition that may be indicated in a quotation only modifies the relevant paragraph of our general sales conditions.

12- SPECIAL CONDITIONS FOR SOFTWARE: WEISS TECHNIK FRANCE software is covered by the legislation protecting the authors of computer software. Any reproduction other than a backup copy is subject to the penalties provided by law. We do not accept any request for compensation following a breakdown or failure of our software, whatever the damage suffered.

13- RE-EXPORT: our customers may have to re-export equipment purchased in France, they alone are responsible for applying the regulations defined by the governmental authority in terms of exclusions of certain countries.

14- Contestations: only the courts of Cergy are competent in case of litigation.