

GENERAL CONDITIONS OF SALE AND AFTER-SALES SERVICE

1 - GENERALITIES

Any order implies the acceptance of the present conditions by the buyer. Therefore, no clause to the contrary may be invoked against the seller if it has not been formally accepted in writing.

MATERIALS AND THEIR EQUIPMENT

2 - FORMATION OF THE CONTRACT

- The sales contract shall only be valid after the seller has accepted the buyer's order in writing. The seller is only bound by the commitments that may be made by its representatives, commercial agents or employees at the time of written confirmation from the seller.
- An accepted order cannot be cancelled without the consent of the seller.
- Cancellation, if due to our fault, and even if it were pronounced by a court of law, would only entail for us the obligation to return the deposit paid, without compensation or interest.

3 - SPECIFICATIONS CONCERNING THE SUPPLY

- The characteristics mentioned in the seller's catalogues, prospectuses and all advertising documents are only indicative. The seller reserves the right to make any changes to its models that it deems appropriate, even after orders have been accepted, without however affecting the essential characteristics.

4 - DELIVERY AND TRANSFER OF RESPONSIBILITY

- Delivery is deemed to be made at the factory. It is carried out by simple notice of availability. Such a notice shall take the place of the direct handing over of the equipment to the buyer to a shipper or carrier designated by the buyer, or failing that by the seller. This principle of the transfer of responsibility and risks upon delivery as defined above shall not be subject to any derogation. In particular, all operations carried out by the seller or its agents on behalf of the buyer - transport, insurance, etc.... are carried out under the responsibility and at the risk of the buyer. The equipment is only insured on the express instructions of the Buyer.

Thus, from the time of delivery as defined above, the Seller can no longer be held liable in any way whatsoever. Unless the Vendor is at fault, the Buyer must take possession of the equipment within 10 days of the notice of availability, failing which, the Vendor reserves the right to dispose of the equipment and postpone the delivery. In this case, the Buyer shall remain obliged to make the payments provided for in the contract. As soon as the equipment has been individualised, the Seller shall provide for its storage at the Buyer's expense and risk.

5 - RETENTION OF TITLE CLAUSE

- It is formally stipulated that the seller shall remain the owner of the equipment, notwithstanding delivery to the Buyer, until the price has been paid in full. Notwithstanding Article 1583 of the French Civil Code, the transfer of ownership is delayed until the Buyer has fully discharged its commitments, i.e. until the price of the equipment sold has been paid in full. The Buyer shall take all necessary guarantees for the protection of the equipment (theft, fire, etc.).

6 - TESTING AND ACCEPTANCE

- The costs corresponding to the tests and acceptances requested by the Buyer shall be borne by the latter.

7 - PRICES AND TERMS OF PAYMENT

- Prices are ex-works, unpacked and exclusive of tax.
- Terms of payment: by cheque on collection of the machine from the factory, or by bank transfer before collection of the machine.
- Invoices are drawn up in accordance with the seller's price list existing at the date of delivery. The sums paid before delivery are not considered as deposits and therefore do not give the buyer any right to cancel the sales contract by abandoning them. However, if exceptionally a cancellation due to the buyer is accepted amicably or by court decision, the deposit will be retained by the seller as compensation without prejudice to possible damages.
- The accepted cheques are handed over on collection of the equipment at the factory.

8 - LATE PAYMENT

- Any delay in payment shall automatically lead to the payment of the total amount due and interest calculated on the basis of the Bank of France's rate for advances, increased by 1 point.
- Cancellation clauses: In the event of non-payment of a fraction of the price on the due date, for whatever reason, the seller may also request the cancellation of the sale, subject to a notice period of eight days, notified by registered letter. In this case, the seller retains the fractions of the price that he has previously received as damages, as compensation for the prejudice caused to him by the cancellation of the sale and the wear and tear of the equipment used by the buyer.

9- WARRANTY

1. Extent of the guarantee. The guarantee does not cover normal wear and tear, nor damage resulting from a lack of maintenance or supervision, incorrect operation, misuse of the equipment or a case of force majeure. The guarantee shall automatically cease if the buyer has undertaken repair or modification work without the seller's approval.

2. Obligation of the buyer. In order to benefit from this guarantee, the buyer must, without delay, notify the seller in writing of the defects in question and give him all the facilities to ascertain them and remedy them.
 3. Duration and starting point of the guarantee. The duration of the warranty is 24 months from the day of delivery to the user, if the conditions of use of the equipment do not include more than one 8-hour shift per day, for five days per week.
 4. Terms and conditions for exercising the guarantee. During its duration, the warranty obliges the seller to replace the parts recognised as defective after examination by his qualified technical service or, if he prefers, to repair them free of charge. The cost of labour relating to the dismantling or reassembly of these parts shall be borne by the seller when these operations are carried out by its staff or agents. The warranty excludes any other service or compensation. In particular, we decline all responsibility for accidents that may occur to the purchaser's personnel or equipment as a result of our supply, even in the event of a material or manufacturing defect; damage resulting from the immobilisation of the equipment is not included in the guarantee. Replaced parts become the property of the seller and must be returned to the seller at the buyer's expense. Repairs under the guarantee are in principle carried out in the seller's workshops, and the buyer is responsible for sending the equipment to be repaired or the defective parts at his own expense. When the intervention on the equipment takes place outside the seller's workshops, the costs resulting for the seller from the travel and stay of its agents are invoiced to the buyer. The free supply of parts is understood to be ex the seller's factory. The reshipment of repaired equipment shall be at the expense of the buyer.
- For parts not manufactured by the seller himself and which bear the brand name of specialised manufacturers, such as engines, the guarantee, which may vary depending on the manufacturer, is the same as that granted by the latter. However, certain equipment such as traction batteries are covered by a manufacturer's guarantee which is exercised directly to the benefit of the user. For equipment with wheels, the tyres of these, solid and pneumatic, are not covered by any guarantee.

10 - DISPUTES

- In the event of a dispute relating to a supply or its payment, the Commercial Court having jurisdiction over the domicile of the seller shall have exclusive jurisdiction, regardless of the conditions of the sale and the method of payment, even in the event of a guarantee appeal or multiple defendants.