



# Le Robinet Frigorifique Français

73330 DOMESSIN (FRANCE)

Tel : 33(0)4.76.32.87.22 - Fax: 33(0)4.76.37.35.29 - E-mail : rff@rff-france.com

APPLICABLE GENERAL TERMS OF SALE on 1<sup>st</sup> July, 2017

## GENERAL

Our sales are subject to these general terms, which shall prevail over all terms of purchase. Therefore, any other terms invoked by the purchaser are not enforceable against the vendor regardless of the time when such terms are brought to its attention, unless expressly agreed to in writing.

### 1 - FORMATION OF THE SALE CONTRACT

The customer's order constitutes the particular conditions. The associated general terms of purchase do not form a part of the contract, unless expressly agreed by the company. In cases where the particular conditions cannot be accepted in full, an acknowledgement of receipt of the order including the terms proposed by us shall be sent, and then becomes a contract. Unless refused by the customer in writing within 48 hours, it is this acknowledgement which shall then constitute the particular conditions. The vendor shall not bear any responsibility for the end use and / or specific conditions of use for the goods when such information has not been specifically expressed in writing in the order.

### 2 - DELIVERY, TRANSPORT AND RETURN

Delivery times are given for guidance only and with no guarantee on the part of the vendor. They shall be adhered to as far as possible. Delays may not under any circumstances be used as justification for cancelling the order, nor give rise to any penalty payment on the part of the vendor. Cases of *force majeure* shall discharge the vendor from their delivery obligations (e.g.: war, riot, fire, industrial action, accident etc., inability to receive supplies).

Delivery shall be to the purchaser's registered address or head office or to any other location expressly stated by them. Shipping is taken to mean ex-works.

The goods shall be shipped by us, at the purchaser's risk and expense, and it is the purchaser's responsibility to voice any relevant concerns to the carrier upon reception, and to notify the vendor of such concerns by registered letter within 3 business days following delivery; otherwise, the goods shall be deemed to conform to the order with respect to the quantity and quality.

The arrangements for any product returns shall be contained in a formal agreement between the vendor and the purchaser. Any product returned without such an agreement shall be considered to remain at the purchaser's disposal and shall not result in the drafting of a credit note. The risk and expense of returning goods shall remain the purchaser's responsibility.

### 3 - OWNERSHIP CLAUSE

Pursuant to articles 2367 et seq. of the Civil Code, the vendor retains ownership of the goods being sold until total effective payment of the principal sum and accessory costs. Failure to pay the purchase price or to meet any payment deadline may result in a demand for the goods to be returned. These provisions do not form an impediment to the risks of loss and deterioration to the sale goods being transferred to the purchaser upon the goods leaving the factory, or to damages for which the purchaser may be liable.

### 4 – CONFIDENTIALITY

Studies, plans, drawings and any other documents, particularly those handed over or sent by the company, shall remain our property. They may not form the basis of any communication between the purchaser and a third party for any reason. Our contracts do not transfer any intellectual property right. We retain all of the intellectual and property rights contained therein.

### 5 - PRICE, PAYMENT TERMS, PENALTIES, DISCOUNTS

Prices are given exclusive of tax.

Their fixed nature and total shall be stipulated in the particular terms of sale. Unless otherwise specified, payment terms shall be "payment before delivery".

In the event of payment in instalments, if any one of the payment deadlines is missed, the remaining payments shall become payable with immediate effect, even if they have given rise to a bill of exchange.

In the event of late payment, the vendor may suspend all of the orders in progress.

Pursuant to the law, any sum that is not paid on the specified due date shall, as a matter of absolute right, bear interest as provided by article L. 441-6 of the Commercial Code, without prior notice. The interest rate is that which is applied by the European Central Bank to its most recent refinancing operation, increased by 10 points. Any late payment automatically entails the payment of a minimum fixed indemnity of € 40 for collection costs, without prejudice to any supplementary indemnification.

No discount will be awarded for early payment, except as provided in contractual terms of payment.

### 6 - QUALITY AND GUARANTEE

In-house selection of a check valves, combined stop/check valves, hand regulating valves : this accessory service provided offers assistance with choosing the products. In spite of all the attention devoted to the information delivered and/or the calculations carried out, there may still be errors. The vendor cannot be held liable for them.

All purchasers acknowledge that they are aware of the conditions governing the assembly and use of the equipment and its accessories. It is their responsibility to determine all precautions necessary for correct operation of the equipment, in such a way as to prevent any accident of any kind, for which our company disclaims all responsibility. This disclaimer also applies to suggestions, advice or plans which we may have submitted for the installation and use of the equipment, as such information is provided only for general guidance. It is the installer's and user's responsibility to operate the plant in an appropriate manner so as to prevent any risk of loss of product and operations, using any means necessary such as a maintenance contract, personalised insurance etc. It is their responsibility to inform the company of any defects that may have caused deterioration in the product.



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No guarantee may be put into play for apparent defects of which the purchaser was aware at the time of receipt of the merchandise, once unconditional acceptance has been expressed.

The goods are covered by a contractual guarantee against all material or manufacturing defects for a period of 1 year, commencing to run as of delivery. The guarantee does not cover any direct or indirect damage resulting from any such defects, including the costs of disassembly or reassembly. Interventions under the guarantee do not have the effect of extending the guarantee's duration. Under this guarantee, the vendor is obligated only to provide free replacement or repair of items of equipment that are found to be defective by its departments. To be covered by the guarantee, all products must first be sent to the vendor's quality department, which must approve any replacements. Shipment costs that might be due are to be covered by the purchaser. No legal guarantee is due beyond the contractual guarantee period..

The guarantee does not cover wear and tear of items due to the nature of their materials or function, or items that are damaged or affected as a result of an installation or use in disregard of professional standards, a failure to comply with the installation, use and maintenance instructions, insufficient supervision, storage or maintenance, or a modification or intervention by the customer of the product's original state.

The guarantee does not apply in the event of the purchaser's default in payment, and the purchaser shall not invoke the guarantee as a basis for suspending or deferring its payments.

The vendor's civil liability, for any reasons except physical injuries and serious negligence, is limited to the amounts that it has collected under the contract.

The vendor expressly excludes any other liability for indirect pecuniary injury and /or direct and indirect non-pecuniary injury, as well as redress of financial injury resulting from a loss of profit, deprivation of a right, interruption of a service executed by a person or equipment, to the extent that such limitations or exclusions are compatible with mandatory legal provisions,

## 7 - JURISDICTION CLAUSE AND APPLICABLE LAW

In the case of a dispute of any kind, only the courts of law in Chambéry shall have jurisdiction.

This clause shall apply even in the case of a preliminary ruling, an incidental claim, situations where there is more than one defendant, and irrespective of the manner and method of payment.

The parties agree that all contractual relationships shall be governed by French law.