

# General conditions of sale

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## 1. Order

Any order implies unreserved acceptance of our general conditions of sale. In no case may they be cancelled or modified by provisions to the contrary stipulated by the purchasers, without our written agreement. The undertakings made by our representatives or employees are only valid after written confirmation by us. The information given in our catalogues, prospectuses and price lists are only an indication. We are only committed to orders sent to us after written confirmation by us. However, the client may not claim absence of acknowledgement to cancel or modify his order. An order may only be cancelled with our consent. Orders must be placed in writing. Any request to modify the order shall relieve AVM Automation of its obligation to meet the initial lead-time and shall be subject to another confirmation of the order.

## 2. Delivery

All our products, even those shipped carriage paid, travel at the risk of the recipient who must check the quantity and quality of the product on arrival, before taking delivery and take any action required against the carrier in the event of defects or missing products. The recipient must inform us in writing within 48 hours, of any reserves issued as to the delivery. No goods may be returned without the prior, written agreement of our company.

## 3. Lead-time

Delivery times are given as accurately as possible but without any guarantee by us. Any delays in delivery cannot result in any compensation nor justify cancellation rupture of the order. The delivery times given on our acknowledgement are ex. works.

## 4. Prices

If other conditions are not mentioned in our offers or order confirmations, our prices are given ex. Tax and ex. works.

## 5. Conditions of payment

The delivery of equipment results in the generation of the invoice and the obligation to pay. In the absence of any express agreement to the contrary, our invoices must be paid in accordance with the conditions printed on the bottom of our invoice and order acknowledgements. Bank drafts sent for acceptance must be returned within 10 days of reception. The terms of payment may not be delayed for any reasons, even contentious. In the event of a delay in payment, our company reserves the right to suspend any further deliveries until all delays are paid up in full. AVM Automation reserves the right to limit the customer's liabilities according to his credit rating, outstanding credit and contracts he is bound by. Failure to pay a single invoice at the agreed due date render all other invoices payable by right and without notice. The purchaser agrees to transfer to debt arising out of the sale of goods to a subsequent purchaser and authorises us to collect the amounts payable by the subsequent purchaser, up to the amount of the debt. The purchaser undertakes to inform us, on request, of the name and address of the subsequent purchaser and the amount of the prices due. Any significant change in the purchaser's financial or economic situation, even after partial completion of orders, may result in the revision of their conditions of completion and the overall credit facilities accorded to the purchaser.

## 6. Warranty

All our products are tested before delivery and manufactured in accordance with the quality system ISO 9001. The warranty is limited to the sole supply of parts to replace parts accepted to be defective by our departments and exclude any damages for any reason. The warranty does not cover defect due to normal wear and tear, incorrect use, faulty operation, lack of maintenance, inappropriate storage, operating or environmental conditions or disassembly of the equipment without our authorisation. The warranty is valid for 1 year from the date of delivery. All claims must be made within 8 days following reception of the goods or detection of defects.

## 7. Return of equipment

Returns of equipment are only accepted following our written agreement. They must be sent to us carriage paid and only contain goods in perfect condition. Equipment may be taken back within six months of delivery with a minimal reduction of 20% in the invoiced price. If the equipment returned is damaged, the repair (parts and labour) shall be charged to the customer and must be paid before any exchange. The goods returned may not be reimbursed but merely exchanged or subject to a credit note.

## 8. Reservation of title

The company AVM Automation expressly reserves the ownership of all equipment it sells in accordance with the law of the 12<sup>th</sup> May 1980, until payment in full by the purchaser. Although the purchaser is fully responsible for the equipment sold to him from delivery, ownership of it is only transferred to him on receipt of the last payment. This continues to be valid even in the event of suspension of payment, legal settlement, bankruptcy or liquidation of the purchaser. Failure to pay any of the payments may result in the demand for the equipment.

In the event of dispute arising out of supply or payment,  
only the Commercial Court of COLMAR has jurisdiction,  
even in the event of the introduction of third parties or joint defendants.