

General Terms and Conditions of Sale



- **Orders:** To avoid any confusion, please always mention: references, description of materials, dimensions, quantities, etc.
- **Delivery times:** Our delivery times are always approximate: we are under no obligation to deliver within the agreed time limits in the event of any circumstances deemed force majeure in our establishments or those of our suppliers.
- **Transport:** All our goods, even those sent carriage paid or cash on delivery, are sold, picked up and approved in our establishments, and are shipped at the purchaser's risk.
- **Invoicing:** Our prices are stated net and sales are ex-works. Postage and packaging not included.
- **Payment:** Unless otherwise stipulated, our invoices are payable within 60 days of the invoice date. No discount for early payment.
- **Default of payment:** If the payment date indicated on the invoice is exceeded, penalties will be applied in accordance with Article 53 of the Law of 15/05/2001, and with Article L 441-6 of the [French] Commercial Code. These penalties are payable without the need for a formal notice.
- **Contractual warranties:** The goods sold are guaranteed against any operating defect resulting from a material, manufacturing or design fault. The malfunction must appear within a period of 2 weeks from the date of delivery. The warranty is limited to the repair or replacement of parts that are found to be defective after examination by our technicians. The exchange or repair of parts does not in any way extend the warranty period. The warranty does not apply to equipment that has been transformed or repaired outside our workshops or that contains non-original parts, nor in the event of wear and tear caused by lack of maintenance or misuse, nor to deterioration that may result from the carelessness or inexperience of the purchaser or their staff. Except in the case where the contractual warranty clause may be implemented, we will not perform any repair work on the equipment delivered.
- **Warranties for hidden defects:** In accordance with Article 1648 of the Civil Code, a claim resulting from hidden defects must be brought within a short period of time depending on the nature of the products and the circumstances.
- **Return of goods:** Any claim for lack of conformity or apparent defect must reach our company within 8 days of receipt of the goods in question. No return will be accepted without prior agreement from our company. Any return of parts ordered by mistake will be subject to a 25% reduction for reconditioning costs. Special production parts will not be returned.
- **Liability:** We cannot be held responsible in any way for any damage resulting from any defect in our equipment delivered due to the failure by the purchaser to comply with the usual safety standards, professional regulations, advice for use and recommendations affixed to our hoses and in each package.
In particular, we cannot be held responsible for improper use of our equipment, insufficient training of personnel in the various handling operations, poor maintenance, failure to carry out the planned periodic inspections or poor adaptation to the work undertaken.
- **Tests and trials:** Tests and trials will take place exclusively in our workshops. The costs of acceptance are always at the purchaser's expense. A certificate of proof can be issued at the purchaser's request and will be invoiced at the current rate.
- **Special conditions:** All rights of reproduction of our catalogues and brochures are reserved. Offers, quotes and drawings are our property and may not be passed on to third parties under any circumstances. Printed clauses on order forms sent to us shall be considered null and void insofar as they differ from these terms and conditions, which shall remain solely applicable.
- **Disputes:** the Strasbourg Commercial Court shall have sole jurisdiction for all disputes, whatever their cause or nature, even in the event of a warranty appeal or multiple defendants.
- **Law 80-335 of 12-05-80:** by express agreement, we reserve the ownership of the goods until the last day of their full payment.