



Preliminary article - GOVERNING TERMS:

In the following articles 1-16, "the seller or vendor" applies to the Company EURAGGLO SAS and the "buyer or customer" applies for the entity (whatever its form) which places an order to EURAGGLO.

Art 1 – APPLICABILITY:

1.1 Signing the order form implies from the buyer his full and unreserved acceptance of these general sales conditions. No particular buying condition or any other document from the buyer can prevail against these general conditions, apart from formal exceptions written by the vendor.

1.2 These general sales conditions cover any sale of machine, spare part (non-closed list) by our company, except agreement prior to the order between the 2 parties. Consequently, an order by a customer means the full acceptance without reserves to the present sales conditions, apart from formal exceptions written by the vendor.

1.3 Any other document such as catalogues, leaflets or brochures issued by the vendor have only an informative value.

Art 2 - INTELLECTUAL PROPERTY:

Any technical document (project, drawing, quote, study, picture, leaflet...) given to our customers remains the exclusive property of EURAGGLO, only entitled to the rights of intellectual property on these documents, and have to be given back if requested.

Our customers commit not to make any use of these documents which could infringe EURAGGLO's rights of industrial or intellectual property. These documents are confidential and cannot be communicated, given or duplicated without our written authorization.

Art 3 - VALIDITY OF AN OFFER FROM THE VENDOR:

Any document formalizing an offer from the vendor (quote, commercial proposal...) is valid 1 month for contents, prices and lead times, except if otherwise stated in this document.

Art 4 – ORDERS:

4.1 Definition and form:

By order, it is to be understood any written and signed order from the buyer for the equipment, parts or services on our offers or subject to a specific study.

To be taken into account, the order has to be, if need be, coming with the down payment foreseen in the contract.

To be fully valid, the order has to be accepted by the vendor under the form of an acknowledgement of order sent to the customer.

The vendor entitles the right to refuse any order he could not fulfil.

The supply by the seller only corresponds to the equipment and/or the services specified in the acknowledgement of order corresponding to the customer's request.

4.2 Modifications:

4.2.1 The orders sent to our company cannot be cancelled unless written authorization from our side.

4.2.2 Any request to change the contents or the quantity of an order sent by a customer can be taken into account only if the request is done by writing, included fax or e-mail, and reaches EURAGGLO at the latest, 8 days after the reception by our Company of the initial order.

In case of modification of the order by the customer, our company will be released from the agreed delivery times.

The change of order is submitted to the same conditions and forms as the ones applicable to the initial order (article 4.1 here above)

Art 5 – DELIVERIES:

5.1 Delivery time:

5.1.1 The delivery lead times mentioned in our quotes and orders start from the day when all technical specifications have been agreed, when all data from buyer have been communicated and from the date when down-payment has been received by the seller.

5.1.2 The lead times are given for information only; they depend also on the availability of forwarders and are handled on a first-come, first served basis.

Our company does its best to respect the delivery times as detailed in the acknowledgement of order, according to the logistic reference deadline currently used.

The delays in delivery do not entitle the customer to penalty or compensation, nor motivate a cancellation or a termination of the customer's order sent to our company.

It is expressly agreed that the customer cannot take advantage of an extension of deadline to request the cancellation of the sale or any damages, in particular for operating losses.

Also, in case of delivery to the address specified in the order, the buyer cannot take advantage of any delay due to third parties (freight forwarders, demonstrators blocking the public road...) to request damages to the seller.

The seller is rightfully released of any commitment concerning delivery deadlines:

a/ in case the terms of payment and down-payment have not been respected by the buyer.

b/ in case the information to be supplied by the buyer do not reach the seller in due course (technical specifications in particular) or in case there would be a delay in the studies or the preliminary documents.

c/ in case of a delay in delivery, installation and/or commissioning because of the buyer.

d/ in case of force majeure, i.e. of events recognized by the jurisprudence as unpredictable and irresistible cases or in case of circumstances outside the control of the seller, such as: strikes, frost, fire, storm, flood, epidemic, roadblocks, gas and/or electricity supply disruption, difficulties of supply, this list not being limited, and with the precision that the seller will inform the buyer in due time in case of such events.

e/ in case of social, political, economic or technical events which would hinder the operation of our factories, the factories of our subcontractors or their supply in components, in energy or in raw materials.

f/ in case of any other cause of supply disruption attributable to our suppliers or subcontractors.



If one of the events mentioned in articles 5.1.2 d, 5.1.2 e, and 5.1.2 f came to last more than 30 days as from the date of occurrence of this one, the sales contract concluded by the vendor and the customer can be cancelled by the most diligent party, and none of the parties can claim for the granting of damages.

This termination will come into effect on the date of first presentation of the registered letter with acknowledgement of receipt denouncing the aforementioned sales contract.

5.2 Delivery and risk transfer:

The delivery of equipment or parts is considered performed at the exit of our factories or those of our subcontractors, unless otherwise agreed and duly stipulated in the particular conditions of the contract.

It is of express agreement that the transfer of the risks will be made systematically at the release of our factories/works, warehouses or of those of our subcontractors whatever the Incoterm condition agreed. As a consequence, the goods will always travel at the buyer's own risks.

5.3 Freight/Transport:

It is up to the customer, in case of damage to the delivered goods or of missing quantities, to make all the necessary reserves with the carrier.

Any delivery without reserves, by registered letter with acknowledgement of receipt within 3 days of its reception with the carrier, according to the article L. 133-3 of the commercial law, and copy of which will be simultaneously sent to our company, will be considered accepted by the customer.

5.4 Reception:

5.4.1 Without prejudice to measures to be taken by the customer towards the carrier such as described in the article 5.3, in case of visible defects or of missing quantity, any complaint, whatever its nature, concerning the delivered products, will be accepted by our company only if it is made in writing, by registered letter with acknowledgement of receipt, within the deadline of 3 days as explained in the article 5.3.

5.4.2 It is up to the buyer to supply all the justifications as for the reality of the defects or items missing noticed, our company reserving the right to proceed, directly or indirectly, to any observation and on-the-spot check.

5.4.3 No return of goods can be made by the customer without the express, written preliminary agreement, of our company, by fax or e-mail.

The return freight for the goods in question will be chargeable to our company only in case the visible defect or missing part is actually noticed by our company or our representative.

Only the freight forwarder chosen by our company is authorized to make the return transport of the goods in question.

5.4.4 If after a control carried out by our company or our representative, a visible defect is noticed or the goods quantity due is not complete, the customer can only ask for the replacement of the non-conform items and/or the complement to be brought to fill the missing parts at EURAGGLO's expenses but cannot claim for any compensation or the cancellation of the order.

5.4.5 The reception without reserve of goods ordered by the customer covers any visible and/or missing vice.

Any reserve has to be confirmed in the conditions foreseen the article 5.4.1.

5.4.6 The complaint made by the buyer in the conditions and according to the form described by the present article does not suspend the payment by the customer of the concerned goods.

5.4.7 The responsibility of our company cannot be implicated for matters of transport, destruction, damage, loss or theft, even if we choose the freight forwarder.

5.5 Suspension of deliveries:

In case of full non-payment of a due invoice, after formal request remained ineffective within 48 hours, our company reserves itself the right to suspend any current and for future delivery of goods.

5.6 Cash payment:

All the orders with which we agree to proceed are accepted, considering the fact that the customer presents sufficient financial guarantees, and that he will really settle the due invoices, according to the legislation. So, if our company has serious or particular reasons to suspect difficulties of payment from the customer at the order date or after this one, or still if the customer does not present the same guarantees as at the date of order acceptance, our company can condition the acceptance of the order or the continuation of its execution to a cash payment or to a supply, by the customer, of guarantees to the benefit of our company. Our company will also have the right, before the acceptance of any order, as in the course of their execution, to require from the customer communication of its accounting documents, in particular profit and loss accounts, even projected, allowing him to appreciate its solvency. In case of refusal by the customer of the cash payment, unless sufficient guarantee is proposed by the customer, our company can refuse to fulfil the orders and to deliver the concerned goods. The customer will not be entitled, in this case, to call for a refusal of sale or claim any compensation.

5.7 Order refusal:

In case a customer sends an order to our company, without having proceeded to the payment of his previous order, our company can refuse to fulfil the order and to deliver the concerned goods, without the possibility for the customer to claim any compensation for whatever reason.

Art 6 - PACKING-SHIPMENT-INSURANCE:

6.1 Unless otherwise agreed, packaging is always paid by the buyer. In the absence of special indication on this matter, the packaging is prepared by the seller who acts for the best interests of the buyer; packaging is only a simple mechanical protection against the accidental shocks.

6.2 All the operations of transport, handling, except particular agreement in the contract, are at the expenses and own risks of the buyer who will subscribe to the adequate insurances.

6.3 In case of shipment by the seller, the shipment is made "carriage unpaid", at the cheapest rates, except express request from the buyer. Shipping costs will be invoiced to the buyer.



6.4 In any case, it is up to the buyer to verify the deliveries on arrival and to exercise, if necessary, its appeals against the freight forwarder.

6.5 In case the transport operations are let to the seller's own risks, the damage arisen during the transport have to be indicated by the customer who receives the goods within 48 hours in order to allow the seller or the carrier to proceed to the claim report to the insurance companies.

Art 7 – PRICES:

7.1 Our prices are fixed by the current offers on the day of the order signature. They never include tax or packaging costs. They are EX works our factories and workshops or those of our subcontractors.

7.2 Our prices are given EXW, except preliminary agreed with the customer in the offer.

7.3 They are calculated net and payable within 30 calendar days from invoice date and without discount for all supplies, except for the down payment invoices which are due on reception day.

For the prices specified by quantity, any order concerning a lower quantity will lead to a modification of the indicated price.

7.4 Unless otherwise agreed, the delays in delivery do not lead to cancellation or modification of the contract. They do not give right to compensations. The penalty clauses appearing on the commercial papers of our customers are non applicable to us.

Art 8 - PAYMENT CONDITIONS:

8.1 Payment:

Except special conditions expressly specified on the quote issued by our company or on the order form accepted by us, payments are made by bank transfer upon invoice reception for any down payment, and within 30 calendar days from invoice date for all other invoices, without discount for all supplies.

8.2 Non-payment:

8.2.1 The contractual terms of payment are the law of the parties. The buyer cannot use facts irrelevant to the seller to delay or reduce his payments. In case of dispute, the buyer undertakes not to put pressure on the seller by illegally retaining the due sums.

Besides, our company keeps the right to submit the case to the competent court so that this one puts an end to this non-fulfilment, under daily penalty for each day of delay.

8.2.2 Any amount including tax which is not settled on time will bring to payment by the customer of penalties, whose amount is fixed to three times the legal interest rate. These penalties are due by right and will automatically be debited to the customer's account in our books.

8.3.3 No discount will be applied for advanced payment. Any non-payment will pull the immediate suspension of any delivery, without any compensation, and already received down payments will not be paid back to the buyer.

Art 9 – OWNERSHIP:

9.1 The ownership transfer of our products is suspended until their complete payment by the customer, even in case of granting terms for payment.

9.2 It is formally agreed that our company can use the rights which it holds in conformity with the present ownership clause, for any of its claims, on all of its goods in possession of the customer, the goods being formally presumed to be the ones with outstanding payments, and our company can take them back or claim them in compensation of all its unpaid invoices, without prejudice to its right of cancellation of the current sales.

9.3 The buyer is authorized, within the framework of the normal operation of his company to resell the delivered goods. But he cannot pawn them nor transfer their property as a guarantee. In case of resale, the buyer makes a commitment to settle immediately to our company the remaining owed price.

9.4 In case of resale, the buyer commits to warn immediately our company to let us the possibility and right to claim on the price towards the third party buyer. The authorization of resale is automatically removed in case of receivership or of bankruptcy.

9.5 The buyer is authorized within the framework of the normal operation of his company to transform the delivered goods. In case of transformation, the buyer makes a commitment to settle immediately to our company the remaining due price.

9.6 Our company can also demand, in case of non - payment of a due invoice, the cancellation of the sale after sending a simple formal demand. Also, our company can one-sidedly, after sending a formal demand, carry out or have carried out an inventory of the goods in possession of the customer, who commits to leave free access to its warehouses, stores or others for this scope, taking care that the identification of the goods is always possible.

9.7 In case of opening of a procedure of receivership or bankruptcy against the buyer, orders on hand will automatically be cancelled and our company reserves the right to claim the goods in stock.

9.8 The present clause does not prevent that the risks of the goods are transferred to the buyer from their delivery to him.

9.9 As from the delivery date, the buyer is considered depository and guardian of the aforementioned goods. In the case of non-payment and unless we prefer to ask for the full and whole execution of the sale, we reserve the right to cancel the sale after formal request and to claim the delivered goods, the expenses for transport back remaining chargeable to the buyer and the payments already made being acquired to us as penalty clause.

Art 10 - VENDOR'S WARRANTY:

10.1 Definitions and guarantee limits

10.1.1 The seller guarantees any defect in operation resulting from a defect of raw material used, from a defect in the construction, the design. However, this warranty obligation is to be understood within the limits of following clauses:

10.1.2 The guarantee covers the supply and manpower caused by the repair or the replacement in our workshops of defective parts, as a result of a defect of material or construction, with the exception of any other material or immaterial, direct or indirect damage, in particular damage for operating losses. The transport of parts or sub units stays chargeable to the buyer. The guarantee does not cover the normal wear and tear of any part.



10.1.3 Defective parts, scraped or to be replaced, become the property of EURAGGLO and are, on our request, to be sent back to us in our factories, free of charge.

10.1.4 There is no warranty allowed if our equipment has not been installed by one of our technicians.

10.1.5 The guarantee is granted only if the goods sold were normally used and in compliance with its normal destination.

10.1.6 The guarantee is not granted in case of noncompliance with the terms of payment, the instructions of maintenance and operations, of badly executed civil engineering, works and non OEM parts installed or used by the buyer.

10.1.7 The repair, the modification or the replacement of defective parts during the warranty period do not start a new guarantee period. Only the initial deadline is applied and remains applicable.

10.2 Duration and starting point of the guarantee:

10.2.1 Unless otherwise stipulated in the specific conditions of the acknowledgement of receipt of order, the seller grants a guarantee of maximum one year, which runs from the date of putting the goods at the customer's disposal in our workshops or our subcontractors' workshops. The provisional acceptance will be the object of a written report with or without reserves, established contradictorily with the buyer. The duration of guarantee relative to the sale of spare parts, except wear and consumption parts, is limited to 6 months and to the only replacement of defective parts in our workshops, transport being chargeable to the buyer.

10.2.2 The provisional acceptance will occur, either at the availability date in our workshops or at the end of the assembly or start-up. The event which will be considered as marking the temporary acceptance will be defined on the particular conditions and will mark the beginning of the guarantee.

10.2.3 In case of such an acceptance report is not done, and whatever the reason is, the temporary acceptance will be considered agreed 3 months from the availability date of the goods in our factories or of those of our subcontractors.

10.2.4 The tests and the trials carried out with the aim of the temporary acceptance are opposable to us only if they are made in the presence of one of our technicians and agreed in the particular conditions of the contract or order.

10.2.5 The last day of the contractual guarantee will constitute the date of the definitive reception of our equipment and will release the seller of its warranty obligations.

10.3 Obligations of the buyer:

10.3.1 To be able to call upon the benefit of this guarantee, the buyer has to inform the seller by the way that he will judge the fastest, with written confirmation of the defects which he charges to the goods and to supply all the justifications as for their reality of these.

10.3.2 The buyer has to give the seller any ability to proceed to the observation of these defects to solve them. Moreover, he has to refrain, except express agreement from the seller, to make by himself or by a third party the necessary repairs.

Art 11 - Warranty of latent defects:

11.1 In conformity with the guarantee of the latent defects, our company will be responsible only for the replacement free of charge of the defective goods and the customer will not be entitled to obtain damages, whatever the reason.

11.2 Our company guarantees its products against the latent defects, according to the law and practices and in the following conditions:

a/ Our guarantee applies only to the goods which lawfully became the property of the buyer.

b/ It applies only to goods completely produced by our company.

c/ It is excluded as soon as our products have been used in non-foreseen operating conditions.

d/ Our guarantee concerns only the latent defects.

e /Our customers being professional, the latent defects are to be intended as defects of good manufacture making it unfit for its use and not likely to be found by the buyer before its use.

f/ A defect in design is not a latent defect and our customers are considered as having received all the technical information relative to our goods.

g/ We do not cover the damages and the wear resulting from a special, abnormal change or assembly to and of our goods unless this one was made under our supervision.

h/ Our guarantee limits itself to the replacement or to the repair of defective parts.

11.3 Our guarantee is limited to the first twelve months of use. Our parts are considered used by our customers at the latest within three months of EXW delivery. In any event, our customers have to prove the date of the beginning of use. Our guarantee stops at the end of this period. Our guarantee also stops when our customer did not warn us of a defect within 20 calendar days from its observation.

Art 12 - WARRANTY OF INDUSTRIAL RESULTS:

12.1 The guarantees of industrial results or performance, if they are planned with order, have to be checkable according to parameters pre-established between the parties.

12.2 In any case, the buyer cannot take advantage of not obtaining the guarantees of performances to ask for the cancellation of the sale or for damages, whatever they are.

Art 13 - EXTERNAL SERVICE:

13.1 The operations of "External Service", "Technical Support", "After-sales Service" to be made by our technicians, outside guarantee period or not included in an order of equipment supply, will be made on the basis of the conditions and current price lists at the time of the service. These conditions and price lists will be submitted to the customer upon his request. No intervention can be made and taken into account before EURAGGLO is in possession of a firm order accepting these conditions.

13.2 These operations give rise to no guarantee, except express agreement. In any case, the material and immaterial, direct and indirect damages are always excluded.

13.3 Our services are payable upon receipt of invoice, net without discount.



Article 14 - ATTRIBUTION OF JURISDICTION:

14.1 The choice of residence is made by our company, at its located head office rue Jean Jaurès, ZAE de Blanc Misseron, QUIEVRECHAIN (59920), FRANCE.

14.2 Any dispute about the application of the present general sales conditions and their interpretation, their execution and the sales contracts concluded by our company or concerning the payment of the price, will be carried in front of the court of commerce of the head-office of our company, whatever is the place of the order, the place of delivery, and the payment and method of payment, and even in case of appeal in guarantee or of defendants' plurality.

The COURT OF COMMERCE OF VALENCIENNES (located 5 Place du Commerce 59300 Valenciennes, France) will thus have exclusive competence as a first Court.

14.3 The allocation of competence is general and applies, for a main demand, an incidental demand, a court case or for an emergency proceeding.

14.4 Besides, in case of legally action or any other action in debt collection by our company, the expenses of formal demand, justice, as well as the fees of lawyers and bailiff and all the fringe expenses will be chargeable to the customer, as well as the connected expenses consequent to the non-fulfilment by the customer of the terms of payment or from delivery of the considered order.

Article 15 - RENUNCIATION:

The fact that our company does not take advantage of one of the clauses of the present rules at a given time, does not mean giving up to take advantage of these same clauses later.

Article 16 – APPLICABLE RIGHT:

Any question relative to the present general conditions of sale as well as to the sales which they rule, which would not be handled by the present contractual conditions, will be governed by the French law with the exception of any other law, as additional basis and title, by the convention of Vienna on the international sales of goods.