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SALES GENERAL CONDITIONS

The contractual obligations of the parties are governed by these general conditions of sale which supersede any purchase conditions: they apply without reservation to all sales made by our company, unless special conditions specified in our acknowledgment duly reception.

Any deviation whatsoever, even if the customer mentions in his letter of commission, is inadmissible and will be deemed null and void, unless we have expressly made known in writing to accept our decision.

DESIGN DESCRIPTION

The delivery of specifications does not constitute an irrevocable commitment to an immediate execution if it is followed by the corresponding sales order, the option period specified on the specification.

ORDER

Orders taken by our company or our agents within the limit set in our offer is only valid after confirmation by our acknowledgment.

Any offer may be revoked until such confirmation is not reached, and is valid only for the specified destination. The customer is solely responsible to us for all damages and demands arising from the use of equipment provided outside the recipient country.

However, we reserve the right to cancel any order, even after written confirmation from us or our agents, when the client is the subject of insolvency proceedings (bankruptcy or liquidation) or when it fails any obligations imposed upon it in these terms and conditions of sale. In both cases, the cancellation of the order takes effect immediately.

In the absence of provisions to the contrary, the material is in accordance with the principles defined by the French legislation on the subject at the date of the order. Thus, it is the customer to bear all costs of additional facilities become necessary because of local conditions and existing legal regulations in force in the country of destination.

Safety devices against the risks from the use of equipment are included in the offer price and delivered to the extent the parties have formally agreed: if their non-supply can be treated as a latent defect.

However, due to changes in technology, the manufacturer reserves the right to undertake any changes and technical improvements on the design, materials used and the performance constructively, to the extent that the express warranties and specifications shall not thereby be affected in any way and if this leads to price increases, they will be communicated to the customer for approval.

DELIVERY

The delivery time as we always strive to meet is only indicative, and in any event, it begins to run upon receipt of all documents required by the customer for the realization of the order in its entirety and after payment of instalment expressed in the acknowledgment.

Our deadlines are ex works and are respected when the removal of equipment by the carrier, and partial deliveries are agreed upon.

Delivery times may be extended if covered, as well as from the manufacturer in its sub-contractors, labour law disputes, unexpected shutdown manufacturing for delayed supplies, government action, accident, fire, natural disasters, civil war, riots, inability to obtain supplies or any other cause beyond our control.

However, the delays are in no way justify the cancellation, even partial, of an order, or lead to penalties or damages.

PRICE - PAYMENT

Prices are ex works, excluding packing unless expressly stated in the tender price and listed on the command letter and the acknowledgment of receipt of order.

Unless special provisions, the payments are made as follows:

- 30% by check or wire transfer to the control
- 70% to the provision of equipment.

The deposits paid by the customer during the ordering are on the price of the order and are not deposits whose abandonment would allow parties to draw the contract.

All late payments will incur the automatic application of the rate applied by the ECB increased by 10 points and a fixed rate allowance for collection costs of 40 € will be charged according to the article L.441-6 of the Commercial Code.

In no circumstances can the payment of the last term of the final account exceed six months as from the delivery date.

SHIPPING

Unless expressly stated, the equipment travels at the risk of the recipient and transportation costs are dependent.

Thus, the risk passes to the customer when the material is made available. The customer is notified of the date made available by writing informing him of taking delivery of goods ordered. It is therefore our client to take out additional insurance for transportation.

As well as shipping, storage at the destination is at the risk of receiving even if transportation costs are paid by us to express agreement or if the assembly is our responsibility.

CONTROL - TESTING

With our express agreement, the client may be permitted, at its expense, to monitor and verify the quality of the equipment ordered both during construction until its completion. These controls and audits are conducted on-site manufacturing in the days and hours with our agreement.

If, as a result of these checks and inspections, it appears that the client considers certain materials or parts of defective or nonconforming material to the bid, he should write his observations motivated.

The acceptance tests that are specified explicitly, held on the manufacturing site in the days and times fixed by us and are conducted in an ethical force in our profession.

PERFORMANCE

The performance of our equipment is defined following our instructions and specifications. They will be deemed final only upon acceptance of our acknowledgment of receipt.

TERMS

Unless expressly agreed in advance, we guarantee the performance of our equipment if it is used in normal conditions, that is to say in an industrial environment containing little dust at a temperature between 10 and 30 ° C and a relative humidity between 40 and 80%. When used outside these limits, our company will be relieved of any liability and any appeal by the client on possible deterioration of all or part of our supply.

Unless otherwise stated, our supply does not take into account the treatment of potential discharges, civil engineering work, connection to energies and the treatment of wastes whatever they may be.

WARRANTY

Our company promises to remedy defects in operation, excluding costs of transporting equipment and travel for all on-site repairs are necessary, from a design flaw in material and workmanship. This commitment applies to faults occurring within the warranty period whose duration is in principle set at six months for eight hours per day of actual work, unless another period of warranty expressly agreed with the client.

For some parts, exhaustively listed in the acknowledgment, made by us or not, it may be provided if the respective warranty periods different.

The warranty period begins on the date of delivery or the provision of equipment ordered.

The warranty is excluded:

- if the materials, components or faulty design were imposed by the client;
- if the fault is a result of a change, an assembly or an intervention on the equipment, made without our acceptance;
- exclusion extends to normal wear and all the vices that can occur in conditions of abnormal use of the material, or due to negligence, use not in accordance with technical requirements to lack of maintenance, the use of operating equipment or materials subject to inappropriate processing;
- finally, the guarantee is excluded if the malfunction is caused by force major from any other cause not attributable to us or beyond our control.

It is expressly agreed, unless otherwise agreed, our company will be held as part of its security, any compensation to the customer for accidents to persons, damage to property separate from the equipment manufactured by us or shortfall.

RETENTION OF OWNERSHIP

The manufacturer reserves the right to ownership of the materials delivered to the actual payment of the full price, principal and accessory specified in the order. Our right to claim covers both our properties on their price if they have already been sold.

To qualify to take advantage of this clause, we need to get our formal commitment to restitution of the goods supplied by a registered letter with acknowledgment of receipt addressed to his client or any Trustee. It nevertheless expressly stated that our client is responsible for the goods deposited with him, the transfer of ownership involving the transfer of risk. The client must therefore take all measures and, where applicable, any insurance to compensate for the destruction, partial or total assets, regardless of origin.

CLAUSE

The contract is automatically when unexpected events such as those defined in paragraph 4 by "delivery" or, in cases of force majeure events not attributable to us or beyond our control, change significantly economic conditions of the order or make it so certain or almost certainly impossible.

It is the same in the absence of payment of the deposit.

Insofar as our company wants to use the right resolution, it shall, after recognition of the scope of the event, promptly notify the customer, who may not seek any damages due to the resolution.

PENALTY CLAUSE

As a penalty clause and the absence of one of the deadlines, all sums due from the customer become due immediately. By express agreement, the call in warranty, malfunction or repairs that require the equipment delivered does not in any way constitute a ground for non-payment or late payment of sums due.

The default ipso jure, without any prior notice and regardless of the resolution under the of the matter to a collection service or collection and enforcement as damages standard of compensation that can not be less than 15% of the outstanding amount, in addition to court costs and statutory interest.

JURISDICTION CLAUSE

In case of dispute concerning the order or its aftermath, the Commercial Court of Limoges will express agreement, exclusive jurisdiction to entertain it, and, even in cases of multiple defendants or guarantee call.

TECHNICAL PAPERS

The drawings, models, drawings and technical documents sent to customers or, possibly accompany our estimates remain our property full. They can not be used by our clients or copied, reproduced, transmitted or communicated, even partially, to third parties without our prior written consent, and that, under penalty of damages.

In addition, they must be returned to us at first request.