GENERAL TERMS OF SALE

(L 441-6 of the Commercial Code)

General information

Acceptance of offer and quotes unconditionally implies acceptance of the general terms and conditions of sale hereafter, which take precedence over the conditions of the client, supplier, or service provider.

Any changes in our general terms of sale may be made effective subject to special agreement in writing, they prevail over any other general terms of purchase or sale.

All order confirmations are duplicates of client orders. They are registered in their present state by our plant and are considered as irrevocable once they are received, as well as any advance payment if our offer stipulates such terms.

We will be immediately informed within 48 hours in the event of any error or omission on orders taken. Failing that, we consider the client has approved the stipulated general terms and conditions as well as any special terms, and the manufacturing process of the order then begins. Any change to the post production order may be subject to an additional charge.

Our company does not accept any order cancellations on behalf of the client. On the contrary, we may require execution of said order and its full payment, even in the case where delivery may not have occurred, and if necessary, even in the event of non-compliance or force majeure.

In the event of order cancellation on behalf of CETAL, due to non-payment of an invoice by the client, the total amount of any current orders will be due once the manufacturing process has been initiated. The manufacturing process of any new orders of its components to be included in the order will be immediately stopped. In this event we decide to engage in legal proceedings, any sums due will be increased by 10% representing fixed and irreducible penalties, in addition to all other legal costs.

Commissioned correctly by our agents and representatives are only considered valid after approval by the client. Our price offers are valid for a 30-day period, unless we stipulate otherwise in our offer.

When ordering for the first time, the client must enclose with its order a signed copy of our general terms of sale and indicate its intra-community VAT reference as well as its Trade and Companies Register number (RCS).

Timing of deliveries

Our delivery times are provided exclusively on an indicative basis unless we have stipulated a definite time in our offer. In all cases, our delivery times are scheduled once the order has been confirmed and an advance payment received, in the event we have stipulated as such in our offer.

In the event of late delivery with regard to the indicated time, we accept any refusal or indemnity payment or discount on invoice. Delivery may take place after departure of the products from our HAGUENU or any other site indicated in the offer.

In addition, the client must provide justification regarding the veracity of stated defects or anomalies. It must allow CETAL every opportunity to verify their existence and to provide remedy if necessary. The return of the equipment to the factory may be requested if necessary.

Any intervention on behalf of a third party would render our eventual guarantee null and void and inapplicable.

Tolerances

Orders may result from shipping or transportation must be notified within 3 days to the shipping company under the terms stipulated in the contract and sent to us by e-mail: contact@celat.fr within the same timeframe. In addition, the client must provide justification regarding the veracity of stated defects or anomalies. It must allow CETAL every opportunity to verify their existence and to provide remedy if necessary. The return of the equipment to the factory may be requested if necessary.

Any change to the post production order may be subject to an additional charge.

Shipping

All prices indicated in our catalogues, order forms or slips are not inclusive of any tax, either in kind or for material damages.

Price and payment of price

The penalty for recovery costs of 40 euros will be due, automatically and without prior notice by the Buyer in case of late payment.

In accordance with article L 441-6 of the Commercial Code, penalties for late payment are due as of the first day of late payment, with reference to the payment date indicated on our invoice. In accordance with these provisions, the annual interest rate to be charged is, at CETAL’s discretion, either 3 times the legal interest rate or the latest refinancing rate of the Central European Bank increased by 10 points.

Furthermore, unless delayed payment is accepted, amounts representing principal and interest are increased by an irreducible fixed penalty of 10% of their amount, not including any eventual legal fees. Finally, a fixed indemnity for recovery costs of 40 euros will be due, automatically and without prior notice by the Buyer in case of late payment. The Supplier reserves the right to ask the Purchaser for additional compensation if the recovery costs actually incurred exceed this amount, upon presentation of the supporting documents.

Price and payment of price

In accordance with article 1599 of the Civil Code, the client agrees to refrain from dismissing the goods and products object of the order, to the profit of a third party, which would be considered as selling goods belonging to another person, and therefore null and void.

In the event of non-payment, the Buyer may deposit the deposits without the deduction of interest, towards the property of the client.

In particular, concerning power supplies, with the delivery corresponding to manufacturing by CETAL or its suppliers of components to be included in the order.

In accordance with article 227 of the Civil Code, as the client is informed of the property reserve clause, it may not have recourse to article 227 of the Civil Code. Therefore, the penalty for recovery costs of 40 euros will be due, automatically and without prior notice by the Buyer in case of late payment.

The applicable VAT rate is the current rate at delivery time.

All prices indicated in our catalogues, order forms or slips are not inclusive of any tax, either in kind or for material damages.

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The applicable VAT rate is the current rate at delivery time.

In the event of dispute, only the courts of Strasbourg (France) will be considered competent, with no derogations possible, even in the case of modifications that have been accepted by the buyer and that apply to all or parts of the present general terms of sale.

Any change to the post production order may be subject to an additional charge.

In particular, concerning power supplies, with the delivery corresponding to manufacturing by CETAL or its suppliers of components to be included in the order.

Applicable law pertaining to international sales

Any disputes relating to these general terms of sale as well as to the sales by which the present contractual stipulations, shall be governed by French law, to the exclusion of any other law and as a supplement, by the Vienna convention of 11/04/1980 on the international sale of goods.