

GENERAL SALES CONDITIONS

PRICE OFFER: Our price offers have a validity of 30 days from the sending of the price offer, unless it was stipulated otherwise in writing at the time of the offer.

ACCEPTANCE OF OFFER: A purchase order is considered as an acceptance of offer, when it contains all information necessary for the treatment of the order.

PURCHASE ORDER: The purchase orders, which are placed by us, imply the acceptance of the sales conditions thereafter. Any cancellation which was not confirmed by us, implies that the buyer pays at least 30% of the amount of the purchase order to SESA SYSTEMS.

PRICE: Our prices are those mentioned in the offer conditions or in the current tariff list (valid up to the 31st December of each year). Our prices exclude shipping and packing costs. Furthermore, to offset concrete cost increases (tax...), SESA SYSTEMS reserves the right to adapt the prices without notice.

PAYMENTS: Unless it was stipulated otherwise in writing at the time of the offer, the payments must be made by bank transfer (for the E.U, Belgium, Luxembourg, United Kingdom, Germany, Portugal, Italy, Spain and the Netherlands) or by Proforma invoice (for other countries) after reception of the order for a first purchase order. Any delay in payments implies a delivery and manufacturing stop and a payment of interests to SESA SYSTEMS.

RESERVATION OF OWNERSHIP: According to the law n° 80335 of 12 May 1980, the delivered goods remain the property of SESA SYSTEMS until the invoice is fully paid. Until this date, the buyer has to bear the possible damages of the material and he cannot resell this material without our permission. In case of default on the part of the Purchaser, in case of non respect of payment, SESA SYSTEMS can demand by registered post the repossession of the goods at the buyer's costs.

DELIVERY: The delay for the manufacturing are calculated from the arrival of the purchase order, containing all information necessary for the order treatment. The delivery time on the price offer is an appraisal. On the receipt, the expected delivery date will be mentioned ex works. Any delay in the transmission of the information concerning an order can lead to delay modification.

RETURN OF GOODS: No returns will be accepted beyond 7 days after receipt of the equipment. The customer shall bear the cost of checking and restocking 20% for return or exchange as well as the cost of returning the goods.

CHARACTERISTICS: Any dimensions, weight, performances and technical characteristics are approximate. These values are contractual and do not engage our responsibility.

SERVICE DELIVERY: Every preliminary installation (connection, interconnection, etc), putting into service, staff training, technical assistance, advice, repairs, or, in general, every service delivery, which will be made for the customer's needs will be invoiced at the current tariff and will require a purchase order.

RESPONSIBILITY: The use of information technology requires the coordination of material, technical and intellectual resources and is dependent on the structures of the methods, skills and needs specific to the user company. For this reason, the parties expressly accept that the supplier is not liable for any damage of any kind (material or immaterial) that may or may not be directly attributable to him. The client has taken out insurance covering all these risks with a renunciation of claims by the insurer.

DELAY IN DELIVERY: SESA SYSTEMS shall not be liable for any delay resulting in whole or in part from Acts of God, lock-out, fire, strike, lack of energy or raw materials, severe weather conditions, or any other circumstances or cause beyond the control of SESA SYSTEMS in the conduct of its business. A delay in delivery could not lead to an order cancellation or to damages.

RESPONSIBILITY OF TRANSPORT: «CONTROL OF THE MATERIAL REQUIRED ON RECEIPT». The goods travel at the risk and peril of the recipient. If the goods are damaged during transport, it is the customer's responsibility to check the shipments on arrival, to exercise any recourse against the carrier even if the shipment was made carriage paid.

In the event of AVARIA or MISSING, the oral reservations themselves confirmed by letter, as well as the mention «Accepted subject to control» are without legal value.

It is MANDATORY to carry out the following two operations successively according to ART L333-3 of the Commercial Code:

- 1- Write the PRECISE RESERVES on the TRANSPORTER'S BORDER in the presence of the delivery person.
- 2- Confirm these reservations within 2 days on the LETTER RECOMMENDED TO THE TRANSPORTER WITH RECEPTION ACCESS.

It will then be necessary to contact our customer service to inform us of the dispute/damage.

NO RECOURSE IS POSSIBLE IF THESE RULES AND INSTRUCTIONS HAVE NOT BEEN RESPECTED.

WARRANTY: SESA SYSTEMS grants you a warranty of 2 years for the delivered goods, apart from the electrical equipment which is guaranteed by the supplier. The warranty begins from the date of delivery. No liability is taken in case of negligence, bad maintenance or incorrect use by the buyer. This warranty includes an exchange or repairs of the defective pieces. The shipping and packaging costs are paid by the buyer. We cannot be held for responsible for the direct or indirect consequences of a material failure.

LEGAL DOMICILE: The buyer declares that for any legal claim against SESA SYSTEMS, he waives his legal domicile, and hereby accepts the legal domicile of Evreux (F).