

CONDITIONS OF SALE

OFFERS: Unless otherwise indicated, our offers, regarding performance capabilities and deadlines, are only valid for acceptance within a fortnight.

PRICES: Our prices are ex-VAT - VAT to be applied - Equipment leaving our factory at Ferté Macé (61). Billing rate in effect at the time of order.

ORDERS: Any order, whether placed directly or through our representatives or our sales agents, does not constitute a commitment on our behalf until it has been confirmed by us. As from such confirmation, the customer is bound by its order. It cannot terminate or cancel the order without our consent. In the event of a price change, the customer will be required to confirm its approval.

RETENTION OF TITLE (Law of 12 May 1980): The Seller retains full ownership of the goods covered by the contract until full payment has been received. As from the date of delivery, the Buyer assumes liability for any damage that such goods may suffer or cause, for any reason whatsoever.

Until full payment has been received, the goods cannot be resold or processed without the prior consent of the Seller. Should the Buyer fail to comply with any of the due payment dates, or place itself in breach of this clause, the Seller may require the return of goods at the Buyer's expense until the latter has fulfilled all of its commitments. Furthermore, the Seller may also automatically terminate this contract by registered letter with acknowledgement of receipt. Without prejudice to any compensation, the Buyer, in addition to its obligation to return the goods, will owe the Seller a termination fee set at 20% of the amount excluding VAT of the remnant of the contract, assessed at the date of termination. The termination fee will be levied by the Seller on payments already received.

DELIVERY, TRANSFER OF OWNERSHIP, CHECKS: Delivery is considered to have been accomplished as soon as it has been accepted by our carrier or the one designated by the customer. Accordingly, the transfer of ownership risk and liability for the equipment sold takes place on carrier acceptance, even if delivery is free of charge.

Insurance of the equipment may be arranged on instruction by the Buyer and at its own expense. The Buyer is obliged to carry out all checks, to issue all reservations and to take all measures necessary against the carrier, within the statutory deadline. Any claim will be considered inadmissible if it is not lodged with us within 48 hours from receipt of the goods.

GUARANTEE - LIABILITY: Equipment travels under the liability of carriers. All deliveries must be checked on arrival both in terms of the number of packages and their state. In case of complaint about our equipment, and by express agreement, our liability is limited to replacement of defective parts. Under no circumstances can any other claim be made either for commercial disruption or loss of profits, or any other reason.

Guarantee claims must be received within a maximum period of one year from the date of shipment. This guarantee excludes, of course, normal wear or that resulting from abnormal use or lack of maintenance.

PAYMENT TERMS:

New customer:

Account creation form signed by the customer, confirming its agreement to the terms and conditions and the terms of payment.

Deposit of 30% by cheque with order, settlement of first transaction on receipt of invoice, with reduction of 1.5%.

Standard equipment

Deposit of 30% by cheque with order, balance by bank transfer, 45 days from end of month.

Special equipment:

Deposit of 30% by cheque with order, balance by bank transfer, 45 days from end of month.

Any waiver to the conditions must be the subject of a contractual negotiation.

A lump sum fee of €40 will be due, ipso jure and without prior notice by the Buyer in the event of late payment.

The Supplier reserves the right to charge the Buyer additional compensation if the recovery costs actually incurred were to exceed this amount, on presentation of receipts.

Our goods are payable at JOIGNY, our drafts or acceptance of payment are not exceptions to this jurisdiction clause.

By express agreement, and unless postponement has been requested in time and duly granted, failure to pay for our provisions on the due date will result in:

- 1 - The immediate payability of all sums due, regardless of the payment method provided.
- 2 - The payment of a legal indemnity for damages and penalty clause, to which will be added any court costs.

JURISDICTION: All sales are signed according to the terms and conditions above and the delivery of an order implies that the Customer understands and accepts them.

In the event of litigation, this will be subject to the jurisdiction of the Alençon Court, deemed as sole reference.

MANUVIT reserves the right to make changes to the designs, specifications and sizes of its manufactured products contained in catalogues or documents.