

TERMS AND CONDITIONS OF SALE

1. GENERAL INFORMATION

Only terms and conditions of sale here below are regarded as admissible and supersede any other conflicting terms which may be mentioned in the Customer's terms of sale, unless otherwise previously approved by the Sales Department.

2. PURCHASE ORDERS - OFFERS

The sales agreement becomes valid as from the date of issue of the Customer's PO acknowledgment of receipt by the seller.

2.1 Any order or offer shall be notified by mail or fax.

2.2 Orders exceeding 763 € HT shall be confirmed by mail. Offer's numbers shall be clearly identified on orders. Orders shall clearly specify the Customer's PO numbers.

2.3 No verbal commitment will be admissible unless confirmed in writing and signed by a person authorized to make corporate decisions.

2.4 Cancellations: PO partial or total cancellations will give rise to cancellation fees charged to the Customer and equivalent to AA's charges. Down payments will be kept by the seller as compensation for cancellation.

3. PRICES

3.1 Unless otherwise stated, prices are net, exclusive of all taxes and Ex-works Orsay. Freight, insurance and packing charges are invoiced in addition.

3.2 Quotations: Should items proposed in a quotation be subject to changes, prices would be adjusted accordingly on invoices.

3.3 Long term contracts: prices will be revised at delivery according to B.O.S.P. published indices or any other indices specified in the relevant price escalation formula attached to our quotations and PO acknowledgments of receipt.

3.4 Design studies: They are not performed free of charge and shall neither be disclosed nor conducted without **AA Sa's** prior approval. **AA Sa** retains proprietary rights to such designs.

3.5 Test and demo units: They can be supplied at Customer's written request and will be charged to him; After delivery no claim about them will be admissible.

3.6 Software programs: **AA Sa** retains all proprietary rights to software programs supplied with equipment.

3.7 Purchases subject to VAT exemption shall be notified to **AA Sa** on a document certified by the Indirect Taxation Administration

4. DELIVERY AND SETTING-UP

4.1 The delivery date is defined as the period of time elapsing from the PO receipt to the transfer of goods to the carrier. It corresponds to the seller's best delivery time and shall not be considered as a commitment.

4.2 Unless otherwise stated, partial delivery/invoicing may occur if goods are available.

4.3 The seller shall not be held responsible for any delays in delivery caused by:

- Overdue payments,
- Acts of God such as strikes, wars, lock-outs, epidemics, catastrophes from natural causes, etc.

4.4 Penalties for delays: under no circumstances shall penalties for delays be claimed unless it is specified in our PO acknowledgments of receipt as an express term for contract award.

4.5 Prices are exclusive of support for equipment installation, setting up or training.

These services must be mentioned in a separate request and a quotation will be worked out including daily travel costs, transport and accommodation charges.

4.6 Unloading and installation of equipment are at customer's expenses and under his/her responsibilities.

5. CLAIMS - RETURNS

5.1 Claims sent to the seller regarding delivered goods shall be notified at latest five days after delivery date.

5.2 Claims related to transport: Only provisions of article 105 of Commercial Law are applicable to goods transport and delivery. The Customer shall express his/her reserves within the required time to the carrier and take the necessary steps to save his/her rights. The Customer shall always and in any cases express written reserves on all documents presented by the carrier for signature. Should the goods be damaged or lost during transportation, a detailed letter would have to be sent to **AA Sa** and to the carrier within the two clear days following goods receipt failing which, the Customer would have no further recourse.

6. TERMS OF PAYMENT

6.1 Means of payment: checks, drafts or bank transfers are allowed as means of payment. Terms are net 30 days payable on the tenth of the next month, as from date of invoice. All bank charges inherent to the payment are the responsibility of the customer.

6.2 For POs exceeding 15 000 € (exclusive of tax):

- 30 % upon order.
- 50% at mid-project, payable at delivery/invoicing.
- 20%, payable 30 days as from delivery/invoicing date.

6.3 Any delay in payment will rise automatically and without any notice to a lump sum of 40€ as a compensation for recovery costs and to penalties starting from the first day of payment delay whose date is indicated on the invoice, and will be calculated with an interest rate equal to 3 times the legal interest per year.

7. WARRANTY

7.1 When authorized by AA Sa, products covered by warranty shall be returned to AA Sa accompanied with a detailed report stating the discrepancies observed, (transportation costs prepaid). **AA Sa** will repair or replace the defect part, at its option, at its facilities, as long as the defect is covered by warranty.

7.2 "Warranty labels": any open component or damaged "warranty label" will render warranty void.

7.3 Warranty against manufacturing defects: **AA Sa** warrants that all products will be free from defects in material and workmanship within a period of 12 months as from the date of shipment (unless otherwise stated).

7.4 Warranty does not cover discrepancies caused by usual wear, neglectful or improper use of equipment.

8. TRANSFER OF RISKS AND PROPERTY

8.1 The property of sold goods will not be transferred to the Customer before payment in full. However, all risks which may affect the goods will be transferred to the Customer as soon as the seller as made the goods available at his premises to the Customer.

8.2 In the event of adjustment or winding-up by decision of court of the Customer's company, the seller will be entitled to claim for the property of sold goods in accordance with legal provisions.

9. COMPETENCE CLAUSE

Only the Commercial Court of Evry shall have the authority to settle disputes or contestations.