

Scope

The contract is concluded when our written confirmation of order has been received.

Our conditions of sale and delivery are binding in all cases. Different conditions laid down by the purchaser are only valid when they have been expressly accepted by us in writing.

Extent of delivery and services

Our delivery and services are stated in the confirmation of order, including any appendices thereto. Subsidiary verbal agreements and modifications must be confirmed by us in writing. Supplies of special executions may deviate up to +/-10% from the ordered quantities.

Prices

Our prices are strictly net, without value added tax, and do not include the cost of packing and forwarding, which will be charged at their actual value.

The prices are EX WORKS Arc en Barrois Incoterms 2000.

We reserve the right to adjust prices if wage rates or material prices vary between the date of our quotation and the fulfilment of the contract.

Group Directive G153 09 for each order placed: Minimum invoice value: Euros 200€. If an order is below 200€ a surcharge of 50€ will be applied.

Terms of payment

Payments shall be made net to our domicile, i.e. with no deduction of discount, expenses or others.

Payment shall be made within 30 days from the date of invoicing.

If the purchaser fails to comply with the agreed deadline for payment, he shall be liable without warning for interest from the due date onwards at a rate of 3 times the bank rate of the French National Bank in force at the time. In this case shipments are stopped up to the next payment.

Purchasers unknown to us, or who have failed to meet their commitments in respect of previous deliveries, will only be supplied against payment in advance or cash on delivery.

Delivery date

Deadlines for delivery and services are only binding when expressly confirmed by us in writing. The delivery period begins with the dispatch of the confirmation of order, but not before any documents to be provided by the purchaser have been received. The purchaser is not entitled to claim any reimbursement for delayed delivery.

Tools

Tools required for production of special designs are generally charged for at a fraction of the price quoted for them. Such tools remain our property.

Dispatch and transfer of risks

Benefits and risks are transferred to the purchaser at the latest when the goods leave our works.

If dispatch is delayed at the request of the purchaser, or for any other reason over which we have no control, risks are transferred to the purchaser on the date originally foreseen for dispatch of the goods from our works. From this date onwards we will store and insure the goods at the expense and risk of the purchaser.

Returns

Credit for goods returned will only be given when the value of the goods exceeds Euros 200€ and we have previously agreed to their being returned.

Products for which there is not a great demand, or special products like CBE..., or which were individually manufactured or assembled to order, cannot be taken back, even if they figure in our catalogue.

Complaints

Complaints regarding quantity, weight, etc., can only be taken into account within 8 days of delivery of the goods. Goods forming the subject of complaints may only be returned to us if we have agreed to their being returned and to the conditions under which they are returned.

Guarantee and liability for defects

The guarantee period for goods defective due to faulty design or poor workmanship is 12 months, beginning with the dispatch of the goods from our works. If dispatch is delayed for reasons not attributable to ourselves, the guarantee period shall end not later than 24 months from the date on which the goods were reported to be ready for dispatch.

We replace or repair (depending on the articles) the returned articles in the original packaging, as soon as we have made the default analysis, if the default is our responsibility. Replaced parts become our property and, on request, shall be returned to us carriage paid by the customer.

Assured properties are only those notified as such in our confirmation of order or in our catalogues.

Excluded from guarantee and liability are defects which cannot be proved to be due to poor materials, faulty design or poor workmanship. The product application is under the customer's responsibility.

The guarantee expires prematurely if the purchaser or a third party carries out repairs or modifications or, if a defect has occurred, the purchaser fails to take appropriate measures at once to reduce the damage or to give us an opportunity to eliminate the cause. On account of shortcomings due to materials, design or workmanship, or the lack of properties assured, the purchaser has no other rights nor claims than those expressly stated above.

Exclusion of further liability

All claims by the purchaser except those expressly outlined in these conditions, regardless of the legal reason for their being made, in particular not expressly stated reasons for claims for damages, reduction or withdrawal from the contract, are excluded. Under no circumstance may the purchaser claim for damages if the defect has not occurred in the goods delivered, for example, loss of production, loss of benefits, loss of orders or profit, testings, rework, or any other direct or indirect losses. These restrictions do not apply in the event of illegal intentions or sheer negligence on our part, but they do apply to illegal intentions or sheer negligence on the part of auxiliary persons.

Legal situation French law applies. The legal venue is CHAUMONT. SCHURTER SAS