

# General sale conditions

## 1 - GENERALITIES

The present General Conditions of Sale shall apply to all the International Sales. The dispositions of the present General Conditions of Sale are the law of the parties and thus imply the entire adhesion of the customer to the present specified conditions to which it recognizes to have a perfect knowledge.

They prevail over any different or opposite clause appearing on documents or correspondences from ETEP or of the customer and in particular on the general conditions of purchase of the customer.

## 2 - RECEPTION AND ACCEPTANCE OF THE ORDERS

The orders directly or indirectly transferred to ETEP become definitive and are opposable to ETEP only after express confirmation from its part by fax, telex, mail or email. The sale will only be perfect at the moment of the agreement of the orders by ETEP.

## 3 - EXECUTION OF THE ORDERS

ETEP reserves itself the right to make any modification or improvement that it will consider useful concerning the characteristics of its products as specified in its catalogues, brochures or specifications, without any obligation from ETEP to make these modification or improvement on the delivered product or to be delivered product.

In any case such modification or improvement should not allow the customer to refuse the delivery of the products or the breach of the contract.

ETEP reserves itself the right to secure its supplies or to lessen the impact of obsolescence, to use without prior notice, new material or equipment with equivalent specifications.

## 4 - CANCELLATION AND POSTPONEMENT OF ORDER

An order accepted by ETEP shall never be cancelled or postponed without express and written agreement of ETEP.

In case of acceptance of the cancellation, the customer will nevertheless pay a compensation equal to 70 % of the amount of the order considering the expenses engaged by ETEP for the cancellation of the order and the purchase of raw materials.

If the postponement is agreed no compensation will be due provided the postponement does not exceed 6 months. After this prescribed time, a compensation equal to the one foreseen in case of acceptance of the cancellation will be due from the customer.

In case of refusal, ETEP will be entitled to demand to the customer a compensation about which the amount would not be lower than the total amount of the order besides all damages.

Any deposit already paid will remain acquired by ETEP and will be transformed into a deposit on the damages which will be owed to ETEP by the customer.

## 5 - INTELLECTUAL PROPERTY

Drawings, patents, models, plans and in general way any document delivered or sent by ETEP to the customer are the exclusive property of ETEP and consequently can be neither executed nor reproduced without the express prior and written license from ETEP. They will be returned immediately on simple demand from ETEP.

## 6 - DELIVERY AND DELAYS

Any delivery is considered made in the business premises of ETEP. Any opposite indication appearing on any document cannot break this principle.

The delivery is considered as made either by removal from the customer, or by simple notice of disposal, or by delivery of products in ETEP's stores or factories to a sender or a carrier.

The indicated delivery periods always suit for products given to the customer in factories or stores of ETEP. The mentioned periods are given in a purely indicative purpose and cannot be considered as a deadline. A delay in delivery can never be a motive for cancellation of the sales or for damages of any kind. The customer must remove the products ordered from the delivery date settled by ETEP in its stores or factories. In case the customer would not take delivery of the products within 15 days from this date, ETEP will be entitled to charge the customer the expenses of stocking and conservation of the products. ETEP shall never be considered as liable for the delays resulting, from other companies, in case of force majeure, of delay in the supply by the customer of information or instructions necessary for the manufacturing of the ordered products.

## 7 - FORCE MAJEURE

ETEP can be released from all or any of its obligations without damages in case of force majeure.

Are notably considered as force majeure: acts of God, natural disasters, fires, serious accidents of material or equipment, mobilization, war, epidemics, interruptions of transport, rough of raw material, modification of the regulations of customs, total or partial strikes, within ETEP or the supplier's companies.

## 8 - TRANSPORT AND RECEPTION OF PRODUCTS

The sales of ETEP are realized FCA Factory (Incoterms 2010).

The products of ETEP always travel at the risks and the dangers of the customers, whatever the modalities of sale and transport may be. ETEP's liability is automatically released from the delivery of the products in its stores, whatever the conditions of freight and the payment related to it may be. The number and the condition of products should be necessarily checked at reception by the customer. Any complaint concerning the products sold by ETEP should be formally lodged by registered mail in 8 days period from the date of reception of products by the customer or any third party appointed by it. After this period the products will be irrevocably considered as corresponding to what had been ordered and no further complaint shall be accepted by ETEP.

In case of any incident during the transit, the customer should have lodged its complaint against the carrier on times and forms according to the dispositions of the L 133-3 and L 133-4 articles of the French Code de Commerce. If not, ETEP will be exempted from any warranty.

## 9 - WARRANTIES and LIABILITIES

Unless otherwise indicated the customer acknowledges that the products ordered correspond to its need and use. It falls to the customer to make the products fit the intended use.

ETEP warrants its products against any defect of material, manufacture or conception fault during two years from delivery date in the business premises of ETEP.

If the customer considers that the delivered products are affected by any defect or fault he should inform ETEP without any delay by registered mail precising the defects or faults of the products and supplying any document to prove their reality.

The customer should allow ETEP to notice the defects or faults. ETEP shall only be liable of defects and faults it acknowledges.

If products are defective, ETEP shall replace them free of charge. ETEP's warranties is strictly limited to this above obligation of replacement and it is expressly agreed that ETEP will not be indebted to the customer neither for any kind of damage nor for any other kind of expenses.

The customer shall not, except prior and written agreement of ETEP, proceed either itself, or by a third party, to any kind of reparation on product presumed defective. Any infringement to this disposition will entail ipso facto the break of the warranty.

ETEP's warranty shall be excluded in case of : faults resulting from the material supplied by the customer, from the conception imposed by the customer ; incidents resulting, from force majeure, from deterioration

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resulting from the normal wear of products, from a deterioration due to, a lack of maintenance or supervision or from the carelessness of the customer, from deterioration due to an installation or a purpose for which the product has not been conceived, modification realized on products by the customer without prior license of ETEP, or deterioration caused by force majeure. Finally, it is notified that no complain shall be lodged against ETEP especially damages shall not be demanded in case of disputes among the customer and its own customers.

### 10 - PRICE AND PAYMENT

The prices indicated on the invoice are firm and current to those at the date of reception of the order. In case of variation of prices, the prices shall correspond to the ones of the order date. However, and by exception to the rule above fixed, it is firmly agreed that in case of a price's variation of raw material needed by the ETEP's products of more than 2 % compared to the market price used for the calculation of the price of the products, the price indicated in the orders will vary in the same proportion. The prices and conditions specified on the catalogue and the price list of ETEP are indicative and without warranty of time. The prices indicated by ETEP are of any discount for products delivered to the customer in the business premises of ETEP. The delivery of products leads to the invoicing. Payments are made to ETEP's head office, in Euro. Payments made to third parties or intermediaries are at the own risks of the customer. The payment terms are the following: 30% of the total purchase order amount at the time of order / 60 % at the delivery / 10% at the acceptance (30 days max after delivery). 30 days after delivery without contrary notice, the item(s) will be considered as accepted and the 10% remaining is considered due. Payment shall be made by wire transfer, on the account mentioned on the invoice of ETEP. If the customer does not proceed to the total or partial payment of the price when due as foreseen, the customer will be indebted for a penalty of an equal to twice the French legal interest current rate at the date of payment. This demurrage will be due 8 days after a registered mail without any effect of a formal demand to proceed to the payment of the price. This demurrage is calculated on the totality of the price due and will run until the date of the payment of the price and its incidental charges. In case of non-payment any amount of money remaining owed by the customer to ETEP will become due 8 days from a registered mail without effect of formal demand. Furthermore, any case of non-payment will authorize ETEP to suspend the execution of the other current orders. The customer should pay ETEP back with the expenses created by the recovery of the unpaid sums, including a fixed penalty equal to 40 Euros in accordance with the provisions of Article D441-5 of the Code of Commerce. In case of sales, transfer, merger or acquisition of the business or its plant by the customer, the sums remaining due to ETEP will become immediately due for payment. Any kind of complaint shall never allow the customer to retain or delay due payments. Finally, in case of risk of insolvency of the customer, ETEP reserves itself the right to demand warranties of payment, either before the acceptance of the order, or between the date of the acceptance and the delivery date. If the customer does not give the warranties of payment, ETEP can refuse in the first case the orders and in the second case, suspend or cancel this one.

### 11 - NON-PAYMENT and PROPERTY RESERVE

Title to the products shall not pass until the purchase price and incidental charges have been paid in full. Shall not be considered as payment in the meaning of the clause the issue of an accepted bill of exchange or of other means of payment. The payment is realized only by the effective collection of the price by ETEP. In case of non-payment of the price 8 days after a formal demand sent by registered mail without effect, ETEP shall cancel the sale and then ask for the return of the products without prejudice of any other damages. Expenses entailed by the return of products will be payable by the customer, and the deposit will be kept by ETEP to cover its expenses and compensate it for damages, without prejudice of any other rights or actions. The customer, who is untitled with the duty of care of the products, shall preserve the non-fully paid products in perfect condition, and shall let ETEP know the place where they are stocked, and shall hold them at its disposal. The customer shall allow at any time the identification and the claim of the products, being specified that the products in stock are irrevocably considered as unpaid products. In case of seizure, or any kind of intervention of a third party on the products, the customer shall inform ETEP about it as soon as possible in order to allow ETEP to settle opposition and to protect its rights. The customer can proceed to the resale of the products. However, the customer shall either pay ETEP the price or a part of the price owed or tell ETEP of the name and the address of the third buyer to allow ETEP to exercise its right of claim on the price.

The customer shall not pawn or pledge the property of products not fully paid. The customer should insure products against all risks, by a reliable insurance company, by warning it that in case of disaster, ETEP will be subrogated in its debt and within all the rights the insurance has towards the insurer. For that purpose, the customer shall already transfer any compensation for the benefit of ETEP and shall give it any power to notify, if necessary this subrogation and to collect the amount of the compensation.



ETEP Headquarters

**Sales & Support :**

380 rue de l'Initiative,  
ZAC des Bousquets  
83 390 Cuers  
FRANCE

Website [www.etep.com](http://www.etep.com)

P : 00 33 4 94 08 50 26

Email [contact.us@etep.com](mailto:contact.us@etep.com)

F : 00 33 4 94 08 28 03

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