

**The act of placing an order shall be deemed acceptance by our clients of our terms and conditions of sale set out below and waiver of all their terms and conditions of purchase, unless otherwise agreed by us in writing.**

## **General**

CABLE EQUIPEMENTS's offers are valid for two (2) months.

The information provided in the catalogues, electronic media, brochures and advertising documents is indicative only and subject to change at any time without prior notice. CABLE EQUIPEMENTS shall not be held liable for any commitments made by its representatives or employees unless it has issued written confirmation.

The provision by us to the client of any information, advice, recommendation, technical study or price offer is indicative only and shall in no way engage our responsibility. It is therefore the client's responsibility to complete, prior to placing an order, a detailed analysis of its needs and aims, and if it feels it does not have the necessary expertise to perform this task itself, to engage the services of a qualified and specialist consultant of its choice.

All changes to the client's legal or financial situation corresponding to the events listed hereafter, but not limited thereto, shall be the subject of written notice and shall authorise us to cancel the current contract, reject orders, demand guarantees or modify the payment terms and dates: bankruptcy, business leasing arrangement, disposal of all or part of the goodwill, exchange, contribution, split, change in control, termination or reduction of guarantees.

## **Prices**

All prices:

- are ex-works unless stated otherwise in a written offer or in a contract
- exclude taxes (the VAT is invoiced in accordance with the applicable tax provisions)
- exclude environmental levies
- exclude unpacking, assembly, commissioning, training and technical assistance unless stated otherwise in a written offer or in a contract.

## **Orders**

The client order is deemed final after acceptance of any stipulated deposit, and in all cases following dispatch of an order acknowledgement, or the shipment of the goods listed in the order.

## **Terms of payment**

Unless stated otherwise in a written offer or in a contract, our invoices are payable:

- for sales in France, in cash and without any discount
- for export sales (excluding French overseas territories and dependencies), by an irrevocable letter of exchange confirmed by a French bank in France or by bank transfer prior to shipment of the goods.

Further, orders for cable drum winders or cable drum racks shall only be accepted after payment of a thirty percent (30%) deposit.

When we accept to be paid by a commercial bill, it must be returned to us accepted within ten (10) days from the invoice date.

## **Late payment and payment default**

In the event of total or partial payment default by the due date, all sums payable by the client for the completed order or in the process of completion shall become immediately payable without any prior notice, without prejudice to the termination option stipulated below.

Further, without prejudice to the damages our company reserves the right to claim from the client, the absence of any total or partial payment by the due date shall result in the suspension of any further delivery, and payment by the client of:

- a fixed indemnity of forty euros (€40) per invoice payable, which amount may be increased if we deem that the recovery costs to which we are exposed exceed the fixed indemnity
- late payment penalties calculated on the basis of three (3) times the legal rate of interest.

## **Delivery – Transport**

Delivery dates are given in good faith and as an indication only; failure to meet the said dates may in no event lead to the payment of indemnities or the cancellation of the order by the client.

The dates provided are the dates on which the goods are made available in our premises (excluding transport times) and are quoted in working days.

We reserve the right to make partial deliveries with a separate invoice. All partial deliveries shall be deemed a separate contract. The client may not therefore invoke any right to wait for the balance of the goods ordered before paying for the goods delivered.

It is the client's responsibility to check the contents when taking delivery. This check shall in particular involve the references, quantities, quality of the goods and their compliance with the order. Complaints will only be taken into account if they are made within eight (8) days following the delivery date.

If any package is damaged during transport, we will only take into account the client's complaint if it has issued reservations on the transport docket prior to the driver's departure. Reservations shall only be valid if they describe the state of the packaging (e.g., broken pallet or damaged carton) AND if they describe the state of the goods. Without these precise dual indications, no complaint will be taken into account.

Unloading is performed under the client's responsibility. For some voluminous goods (cable drum winders, cable drum racks, etc.) a forklift may be required. Delivery by truck with a liftgate may be possible at an extra cost; the request must be made in writing when placing the order.

## **Transfer of risks**

Our goods, destined exclusively for professionals, travel at the risk and peril of the addressee, even if the price is carriage free and even if we choose the carrier ourselves.

## **Returns**

Goods sold may neither be returned nor exchanged. Exceptionally, and after our prior written agreement, goods may be returned to us accompanied by this written agreement; the goods shall travel at the client's risk and peril, and at its cost. After examining the quantity and condition of the goods returned, a credit note may be made out applying a reduction proportional to the condition of the goods. No return will be accepted for goods that have been specially manufactured or sourced.

## **Reservation of ownership clause**

By virtue of French Law No 80-335 of 12 May 1980, goods sold remain our property until such time as full and effective payment of the invoiced price and ancillary costs has been made.

The client shall be responsible for the risk of damage that the goods may suffer or cause for any reason whatsoever.

## **Termination**

In the event of a breach by the client of any of its obligations, notably the total or partial default of payment by the due date, we reserve the right, without prior notice, to suspend the delivery of the goods included in the completed orders or in the process of completion, and/or to suspend the execution of our obligations, without any indemnity and without prejudice to any other of our rights.

Further, if forty-eight (48) hours after the first notice sent by registered letter with an acknowledgement of receipt remains without effect, all the agreements made with the client may be automatically terminated, without any payment of any indemnity to the client, and we may request under an urgent court order the return of the goods.

In all the cases mentioned above, and should we not opt to terminate the agreements, all outstanding sums shall become immediately payable and the client shall immediately return all unpaid goods.

## **Industrial copyright**

In the case where the goods supplied include software, in any form whatsoever, resulting from the industrial and intellectual copyright belonging to us or to a third party, the client shall only benefit from the said software if a non-exclusive licence for its use is granted on a personal basis without the possibility for the granting of sub-licences or for the sale of the said rights.

## **Warranty**

Our equipment is guaranteed one (1) year from the invoice date.

This warranty covers parts and labour, excluding transport and delivery charges, and excluding cases of improper use, false manoeuvres, negligence, inexperience, normal wear, insufficient maintenance, and alterations or repairs made without our authorisation.

## **Responsibility**

We shall not be held responsible in the event of abnormal use, use error, manoeuvre error, negligence, inexperience, insufficient maintenance, or alterations or repairs made without our authorisation.

## **Force majeure**

Shall be deemed cases of force majeure those that are unforeseeable, insurmountable and external, making it absolutely impossible to execute the present agreement under the stipulated conditions.

Strike action by our personnel or by that of the client or our subcontractors, personnel shortages at our company or at our subcontractors, notably road carriers, breakdowns, temporary work stoppages by our personnel or by that of our subcontractors, shall be deemed cases of force majeure.

The party affected by a case of force majeure shall inform the other in writing as soon as possible and shall make every effort to reduce insofar as possible the prejudicial effects caused by this situation.

In the case of a long-term case of force majeure, we shall have the option of terminating by any means whatsoever the orders affected.

## **Confidentiality**

The client recognises the confidential nature of the information or documents of any nature whatsoever to which it has or will have access as a result of our business relations and undertakes in its own name and that of its employees and subcontractors to take all the necessary precautions to prevent its disclosure.

Shall not be included in this obligation of confidentiality all information in the public domain or that for which we have expressly authorised its release.

## **Applicable law and competent courts**

All our sales are subject to French law. Any dispute shall be the sole jurisdiction of the Tribunal de Commerce de Créteil (Créteil Commercial Court), Val-de-Marne, France.