

# GENERAL SALES CONDITIONS

Conditions 5, 6, 7, 9, 11 and 12 are not applicable for studies or services

**Any order placed in any way whatsoever with ETIC Telecom entails the unconditional acceptance of our General Sales Conditions, notwithstanding any contrary stipulation in our customers' General Purchasing Conditions or any other document.**

## 1 PRICE

The price of our goods is understood as being VAT excluded, packaging included and ex-works.

## 2 DELIVERIES

Goods in stock will be delivered in a 15 days maximum delay from the receipt of the order.

## 3 SPECIFIC PRODUCTS

For all technical modification brought to standard products listed in the catalogue, an extra charge will be applied to our rate.

## 4 PAYMENTS, PENALTIES

Our invoices are issued upon the date of dispatch. They are payable at the company's headquarters address as follow:

- Within 30 days net of the date of the invoice, by bank transfer or cheque.
  - By bank transfer for cash payment with a 0,5% discount.
  - Customers who have not yet an account opened in our books, will pay with order by bank transfer.
  - For all customers with an account opened in our books, Etic Telecom reserves the right to submit a price offer stating specific payment conditions when the financial situation of the customer is at risk or when the requested product is not subject to a regular production.
- In case of late payment, we reserve the right, with or without notice, to suspend on-going orders until payment of all sums due, or to cancel the current orders without prejudice of quite other appeal. Moreover, any delay in payment will cause, by right and without serving notice, a surcharge of 1,5% per month, in addition to collection costs. Of express agreement and except requested report on time and agreed by us, the non-payment of our due invoices will lead to:
- immediate due of all the remaining sums;
  - the intervention of our legal department;
  - Liability, as damages and penalty clause of an allowance equal 1, 5% of the amount owed, plus interest and statutory court costs if any.
  - The payment of a 50€ (on the top of the interest and court costs).

## 5 TITLE OF OWNERSHIP

The seller continues to own the sold goods until full payment of the price.

In spite of the present ownership restriction, the acquirer shall bear all transport risks and any risks that may arise as from taking possession of the merchandise and must therefore take out insurance and bear the resulting costs. The buyer is authorized on the context of normal exploitation of his establishment to resell the delivered merchandise, but, may neither pledge it as collateral nor transfer its ownership as guarantee. In the event of a resale, the customer shall thereby assign its receivables in its favor to us when the products are sold to third party purchasers. The resale authorization is automatically withdrawn in case of the purchaser's insolvency.

If the contract goods are processed together with other objects that do not belong to us, we shall acquire co-ownership of the new articles in proportion to our rights.

In case of seizure, or any other intervention by a third party, of the goods, the Buyer will always have to inform us immediately.

The customer admits that in the event of total or partial non-payment on the due date or in case of winding-up by court order or winding-up and height days after a simple notice to remedy sent by registered letter has remained without effect, he shall return immediately to ETIC TELECOM any delivered goods and shall be liable to pay a compensation fixed as a penal clause, to 1,5% of the price agreed by month of possession.

In the event of disagreement about instructions on how to return the goods, thereof it could be obtained by an order of the President of the Tribunal de Commerce of Grenoble

## 6 TRANSFER OF RISK

We retain ownership of goods until full payment has been received for them. All claims for damage or loss of part or all the shipped goods shall be made in written by registered letter to the carrier and the seller within forty height hours after delivery.

## 7 SHIPPING COSTS

Our prices are established ex warehouse or ex works. Shipping costs are charged to the customer as extra charge.

## 8 CUSTOMER'S COMPLAINTS

Claims shall not preclude the payment; they must be made in written within a period of eight days after receipt of goods. No claim will be accepted after that period.

## 9 RETURN OF GOODS

Goods can only be returned after previous discussion and with our written agreement. A credit note or a product substitute will be established only after inspection of the returned goods in our premises.

## 10 CANCELLATION OF ORDER

Orders can only be cancelled or suspended after previous discussion and with our written agreement stipulating the terms of compensation for all fees already incurred at the time of the Order Cancellation.

## 11 WARRANTY

Products distributed are guaranteed for a period of 2 years (5 years for some products) which begins on the day the products have left the factory gate. This guarantee applies only to the defects which will be revealed during this period. This guarantee applies during this period only in the case the material would have received a normal use. Warranty void is those cases:

- poor maintenance;
  - improper installation;
  - repair work carried out by the buyer was improper;
  - damage caused by natural disaster (lightning strike, overvoltage, etc.).
- Warranty is limited exclusively to the replacement of parts accepted to be defective as original parts.

To be able to benefit from this guarantee, the customer shall notify us in writing without delay that sold products have been found defective, so that ETIC TELECOM can make all required reports in order to remedy to the defects. It is expressly agreed that we are not bound to offer any compensation for personal accidents, damage to good distinct from the sold material, loss or profit or any other prejudice resulting directly or indirectly from the defects of the materials.

Products of distribution are under manufacturer's warranty.

All warranted items replaced or repaired will be shipped:

- freight prepaid for Mainland France;
- freight collect for others destinations.

## 12 AFTER SALE SERVICE

After expiry of the warranty, repairs can be carried out on our premises as follow:

- return of the material (shipping costs are charged to the customer);
- a quotation for repair is sent to the customer;
- once the quotation has been accepted by the Client, the reshipment of repaired equipment is carriage paid or carriage forward in case of a free repair.

## 13 PLACE OF EXECUTION AND JURISDICTION

Terms and conditions shall be governed, construed, and enforced in accordance with the laws of France. The parties submit to the exclusive jurisdiction of the Tribunal de Commerce of Grenoble to resolve any contractual dispute even in case of warranty claims or plurality of defendants and without regard of the place of payment or place of delivery.