

General Conditions of Sale

Clause 1: Object and Scope

All orders imply that the buyer accepts without reserve and fully adheres to these general conditions of sale which take precedence over any document belonging to the buyer, and in particular over any general conditions of purchase. These general conditions of sale apply to all sales made by the company ENAG SAS, hereafter known as "ENAG". Consequently, by placing an order, the client fully adheres to these general conditions of sale, unless special conditions have been granted to the buyer in writing by ENAG. All other documents aside from these general conditions of sale, and in particular catalogues, brochures, advertisements and leaflets, are only informative and indicative in nature, rather than contractual.

Clause 2: Intellectual Property

All technical documents given to the client remain the exclusive property of ENAG. ENAG is the sole holder of the intellectual property rights to these documents. These documents must be returned to ENAG on request. The client undertakes to make no use of these documents which is likely to infringe on ENAG's industrial or intellectual property rights, and undertakes not to divulge them to any third parties.

Clause 3: Orders

All orders must include the complete reference, the name and the number for the items. Orders placed by telephone must be confirmed in writing. Purchase orders must be signed by the client and clearly indicate the invoice and delivery addresses. The minimum order value is 100€ exc. VAT. If exceptionally the order amount should be below this amount, additional administrative costs of 45€ will apply. The client cannot revoke orders sent to ENAG, unless ENAG agrees in writing.

Clause 4: Price

The prices and conditions applied are those that are applicable on the day the order is placed. They are displayed in EUROS and include shipment from the factory, EXCLUDING TAXES, and including standard packaging. They will be increased by the VAT rate and the transport costs that are applicable on the day of the order. Special packaging, for exports or sea transport, is invoiced as extra. ENAG has the right to change its prices at any time. However, ENAG undertakes to invoice for the goods ordered according to the prices set out on the confirmation of order receipt.

Clause 5: Terms of Payment

1 - Payment:

The price will be payable by the following methods:

- Either by cheque;
- Or by bank transfer;
- Or by accepted and domiciled bill of exchange. Bills of exchange sent for acceptance must be returned within the legal time limit of 48 hours, increased to 8 days to include postal delivery times. The name and date cannot be changed unless by prior agreement.
- Or credit card (Distance Selling). The cards accepted are Visa, MasterCard and Amex. The debit of the card is done at the order.

No discount will be given for early payment.

The choice of the method of payment and the time limit for payment will be agreed upon in advance – if not specified on the valid quotation or commercial bid – by ENAG

2 - Late payment: partial or total non-payment will automatically lead immediately and without prior warning to:

- The outstanding balance being demanded, regardless of the agreed method of payment.
- The payment of penalties automatically due, the day following the settlement date shown on the invoice in cases where the amounts payable are settled after that date. Unless there is a provision to the contrary, which cannot however set an interest rate at less than three times the legal interest rate, the penalty interest rate for late payment shall be equal to the 3-month EURIBOR rate, plus five percentage points.
- In case of late payment transaction the charge to cover debt collection costs is fixed at 40€.
- A penalty clause being demanded: in the event of a contentious intervention, the application of compensation equivalent to 15% of the unpaid sum as damages, on top of the legal fees and legal interest.
- The cancellation of the sale and the retention of title without prejudice to all damages; ENAG will keep any deposits that have been paid.

Clause 6: Delivery Times

The delivery time set out on the confirmation of order receipt is given as an indication only and cannot in any way be guaranteed, as it depends notably on the availability of carriers and the order in which orders are placed. ENAG endeavours to respect the delivery times that it sets out on the order acceptance note, depending on the reference logistic time, and to perform the orders, except in the event of force majeure or circumstances out of its control, such as strikes, extreme cold, fire, storms, floods, epidemics and supply problems, without this list being exhaustive. Delivery delays cannot give rise to any penalties or compensation, nor can they be cause for order cancellation. Any delay compared to the indicative delivery time initially set out cannot be a justification for cancelling an order that has been placed by the client and recorded by ENAG.

Clause 7: Delivery

Delivery is made in the following ways:

- Either the goods are delivered directly to the buyer;
- Or a note is sent to the buyer, alerting him/her that the goods are available in the shop;
- Or the goods are delivered to a location given by the buyer on the purchase order.

The risks pertaining to the goods sold are transferred to the buyer when the goods are passed over either to the buyer or to the carrier. The buyer bears all transport risks. In the event that goods go missing or are damaged in transit, the buyer must notify all the necessary reservations to the carrier. In accordance with article L133-3 of the commercial code, if the carrier has not received notification of reservations by registered post with acknowledgement of receipt within 3 days of the delivery of the goods, and if a copy of these reservations has not been simultaneously sent to ENAG, it will be considered that the client has accepted the goods.

Clause 8: Termination

If, within fifteen days following the application of clause 5-2 "Late payment", the buyer has not paid the remaining sums due, the sale will automatically be cancelled and the way can be opened for the allocation of damages payable to ENAG.

Clause 9: Retention of Title

ENAG remains the owner of the goods sold until payment in full of the principle and other charges. Therefore, if the buyer goes into administration or is under court-supervised liquidation, ENAG reserves the right to claim for the goods sold that have not been paid for, within the framework of a class action.

Clause 10: Warranty

The warranty conditions for new goods allow them to be sent back to the factory within 12 months, unless other conditions are set out in the technical leaflets (user manuals) included with the products. As part of this warranty, defective parts are replaced and repairs are carried out free in our workshops in Quimper. On the other hand, the warranty does not cover:

- Accidents linked to flood damage;
- Accidents linked to lightning;
- Assembly and disassembly costs;
- Breakdowns resulting from use or installation that does not conform to the instructions given in the technical leaflets (falls, incorrect feed, faulty assembly etc.);
- Breakages caused by the actions of an unauthorised person;
- Transport costs;
- And all other charges (travel, goods transport, handling, downtime, time in dry dock etc.).

These guarantees apply to repairs made by ENAG provided there has been an explicit purchase order from the buyer. This warranty lasting for three months exclusively concerns the repaired items and starts the day of delivery of the equipment repaired to the purchaser. For equipment undergoing repair under warranty, its lawful term of warranty is extended for a period equal to the one of repair.

In the case of goods entrusted by the purchaser to ENAG, the buyer must ensure these goods at minimum for civil liability and for all damage to the goods entrusted being higher than ENAG insurance limit.

Clause 11: Force Majeure

ENAG cannot be held liable if it cannot perform or is delayed in performing one of its obligations set out in these general conditions of sale due to a case of force majeure. Force majeure refers to all exterior events that are unforeseeable or irresistible in the sense of article 1148 of the Civil Code.

Clause 12: Documentation – certificate

Each documentation or certificate requested after order placement will be subject to quotation.

Clause 13: Jurisdiction

Any dispute relating to the interpretation and the performance of these general conditions of sale is subject to French law, to the exclusion of any other law and, additionally, to the Vienna Convention (The United Nations Convention on Contracts for the International Sale of Goods). If the dispute cannot be resolved amicably, it will be brought before the Commercial Court of Quimper.