

# TERMS OF SALES

## 1. General:

Any order automatically implies unconditional acceptance of the buyer following all the conditions described in this document, regardless of the terms which may appear on customer documents, including its terms of purchase.

## 2. Price:

Our prices are specified in the commercial offer and are excluding taxes, for the equipment, Ex Works La Roche sur Foron, shipping & packaging not included. Payment terms are specified in the offer, otherwise the payment is due by check on receipt of the invoice.

On the other hand, late payment interest will be automatically and legally applied from the date of expiration on the settlement date at a rate equal to three times the legal rate of interest. The discount for early payment of 0.5% per month, prorated.

## 3. Offers:

Our offers remain valid for a period of 30 days. Orders must be confirmed with the quote signed and/or stamped together with all these terms of sale also signed by the buyer.

## 4. Delivery:

The delivery times indicated by our quotation or acknowledgment shall run from the date when we are in possession of all technical informations needed for the execution of the order. If the sales contract has a term of payment with the order, the time limits run from the receipt of payment of the term. Delivery times are observed within the limits of the possible. Delays can not justify the cancellation of the order nor the penalty applicable, unless special arrangements.

The buyer has to check the delivered condition of equipment on delivery. Failing to express and write reserves after delivery, within 48 hours, the equipment issued by ROTRONICS is deemed to comply with the order.

## 5. Warranty:

The hardware warranty against defects in construction or operation is one year from the date of delivery. The warranty is limited to free replacement or repair in our workshops of defective parts, which remain our property without claiming any legal damage.

Repair or replacement may not have the effect to extend the duration of the warranty. The warranty does not apply to repairs resulting from normal wear and tear of equipment, damage or accidents resulting from negligence, lack of supervision or maintenance, defective use or incorrect assembly due to the possible lack of instructions or force majeure.

Our warranty is limited to the overall price (price invoiced).

## 6. Ownership:

Sales will be finalized only after full payment. As long as the price is not paid in full, the equipment will remain the property of ROTRONICS. (Act 80335 of 12 May 1980). The transfer of ownership of the goods delivered, will take place after full payment of the stipulated price. The buyer will assume, however, after the delivery, responsibility related to risks associated to the material (theft, loss, destruction ...) and must be covered with insurance at his own expenses.

## 7. Return of goods:

No returns will be accepted without our prior written confirmation & approval, transportation costs and potential fee to return to the stock will be charge to customer.

## 8. Studies and projects:

The studies and documents of any kind sent by us, always remain our property. They must be returned to us on request. We retain the intellectual property of our projects, studies and documents that can not be communicated or executed without our written permission.

## 9. Responsibilities:

When the client entrusts ROTRONICS, for any reason whatsoever, a support magnetic data, ROTRONICS can not take any responsibility regarding the loss of magnetic data whatsoever. It is the customer responsibility to achieve the necessary data backups before.

## 10 Challenge:

In case of dispute relating to the supply or Regulations, the Commercial Court of Annecy is the only qualified.

## 11 Law - Contract Language:

By express agreement between the parties, these general conditions of sale and purchase and sale transactions that result are governed by French law.

They are written in French. If they are translated into one or more languages, only the French text would prevail in case of dispute.

## 12 Buyer's Acceptance

These general conditions of sale and the commercial offer are expressly approved and accepted by the buyer, who declares and admits having a perfect knowledge, and gives up, therefore, to take advantage of any contradictory document, including its own general conditions of purchase.