

**ARTICLE 1 – APPLICATION – ENFORCEABILITY OF THE TERMS AND CONDITIONS OF SALE**

Placement of an order for a product and/or service with **celduc® transfo** implies full and unreserved acceptance by the purchaser of these terms and conditions, with which it acknowledges that it is acquainted. Unless other conditions are specifically agreed in writing, these terms and conditions apply to all sales and services ordered from **celduc® transfo** by the purchaser, whatever its nationality or place of business or the place of delivery. In particular, equipment is exported subject to the Incoterms and conditions specified in the order acknowledgment. These terms and conditions of sale can also be consulted on our website [www.celduc-transfo.com](http://www.celduc-transfo.com).

**ARTICLE 2 – PRESENTATION OF THE PRODUCTS – SPECIFICATIONS**

All information on **celduc® transfo** products, and in particular that relating to maximum permissible loads, provided to the purchaser via commercial documents, catalogues, the website or any other medium disseminated by **celduc® transfo**, is intended for guidance only. This information and any drawings or calculations contained in such documents shall have no contractual value and will not be binding on **celduc® transfo**. Only the information and recommendations contained in the specifications jointly drawn up with the purchaser, **based on the information provided and the needs expressed by the latter**, will have contractual value and be binding on **celduc® transfo**.

If the products and equipment ordered are to be integrated into an installation that must comply with a specific standard, the purchaser has a duty to inform **celduc® transfo** of this fact.

**ARTICLE 3 – OFFERS**

Unless stated otherwise, offers made by **celduc® transfo** are only valid for 1 month after they are issued by **celduc® transfo**. If they are not accepted by the purchaser within that time, the offer will lapse, unless this condition is waived by **celduc® transfo**, expressly or in writing.

**ARTICLE 4 – ORDERS – FORMATION OF THE CONTRACT**

The purchaser's orders will only be considered as accepted after they are confirmed by **celduc® transfo** in an order acknowledgment. **celduc® transfo** may specify in this order acknowledgment the particular conditions applicable to the order and in particular any relating to payment and lead times. In the event of any disagreement, the details contained in the order acknowledgment will prevail over those of the order. When acknowledging an order, **celduc® transfo** reserves the right to demand a down payment, it being specified that, in this eventuality, the contract will only be formed and the delivery time only counted from the moment of the actual cashing of the down payment by **celduc® transfo**. Any acknowledgment of receipt not challenged within 72 hours will be considered accepted as is. Any confirmed order will be final and irrevocable.

It may not be changed without the agreement of **celduc® transfo**, which reserves the right in this case to charge a price supplement, of which the purchaser will be informed.

It may not be cancelled in whole or in part, except with the agreement of **celduc® transfo**.

If an order accepted by **celduc® transfo** is cancelled, the purchaser will be obliged to pay **celduc® transfo** for the price of all supplies purchased specially or already used with a view to the execution of the order. If **celduc® transfo** agrees to the cancellation of an order, all sums paid by the purchaser to **celduc® transfo** will be retained by the latter.

Furthermore, **celduc® transfo** reserves the right to cancel, suspend or decline to process orders placed by a purchaser with outstanding debts to **celduc® transfo**, having failed to pay a previous **celduc® transfo** invoice on the due date and/or having failed to fulfil any one of its obligations towards **celduc® transfo**.

**ARTICLE 5 – DELIVERY CONDITIONS AND TIMES – MAKING AVAILABLE**

5.1 Delivery times are given for guidance only.

They are quoted from the day of departure from **celduc® transfo**'s workshops. Unless provided otherwise and clearly written in the order acknowledgment, no failure to deliver by the agreed date shall give rise to deductions or the cancellation of orders or damages. However, **celduc® transfo** reserves the right, without incurring any liability, not to deliver an order or to defer its delivery when the purchaser has failed to fulfil any one of its obligations towards it.

5.2 In the event that the purchaser defers the date of delivery of its order to a date later than the contractually agreed date, **celduc® transfo** reserves the right to charge for storage costs.

**ARTICLE 6 – AUTHORISATION OF SUBCONTRACTING**

**celduc® transfo** is authorised by the purchaser to subcontract to third parties all or part of its services or manufacturing work.

**ARTICLE 7 – FORCE MAJEURE**

All of **celduc® transfo**'s commitments will be suspended in the event of a case of force majeure, without it being liable in any way. The parties agree that cases of force majeure will include, in particular: fire, flooding, riots, terrorist attacks, damaged equipment, war, strikes (total or partial), lock-outs in **celduc® transfo**'s factories or those of its suppliers, subcontractors or carriers. In any such case, the delivery deadline will be extended by one month. After that, either party may cancel the delayed order without being able to claim damages from the other party.

**ARTICLE 8 – TRANSPORT – TRANSFER OF RISKS – COST OF RE-DELIVERY**

**8.1** Unless specified otherwise, the goods are transported under the purchaser's responsibility, the transfer of risks taking place when the goods are collection from **celduc® transfo**'s premises by the carrier.

**8.2** Where, by way of an exception, **celduc® transfo** arranges the transport, the transfer of risks takes place when the goods are delivered to the purchaser's premises by the carrier.

In any event, it is the responsibility of the purchaser to take out insurance to cover the risks related to transport or unloading, and in the event of any delay, damage or loss during transport, to issue all appropriate reservations and exercise all remedies, by registered letter with acknowledgment of receipt or instrument served by a judicial officer, with the carrier responsible within a maximum of 3 days.

**8.3** Unless specified otherwise by the purchaser, its premises are to be considered as open from Monday to Friday all year round, except for public holidays. The purchaser undertakes to inform **celduc® transfo** of any dates when it is closed, including its annual holidays. Failing that, if the products cannot be delivered because the customer's premises are closed, a surcharge will be billed to cover the cost of re-delivery.

**ARTICLE 9 – CONTRACTUAL WARRANTY ON THE PRODUCTS SUPPLIED**

Unless agreed otherwise, products supplied by **celduc® transfo** are guaranteed for 1 (one) year as of the date of the invoice for the products. Products declared non-compliant or faulty by the purchaser must be returned by the latter at its own expense to **celduc® transfo**'s premises. If faulty products are not returned by the purchaser, it will be billed by **celduc® transfo** for any replacement products supplied. Under the warranty, if the parts returned are recognised as faulty by the technical department, **celduc® transfo** undertakes to replace the products delivered, at the place of delivery specified in the order acknowledgment. If the products returned with a claim on the warranty to **celduc® transfo** are not deemed to be non-compliant or faulty or are not covered by the contractual warranty, the purchaser will be billed for them. **celduc® transfo** may not be held for any failure of the equipment due to normal wear and tear, to incorrect assembly, to use non-compliant with the technical specifications or to a lack of maintenance or supervision. **celduc® transfo** also disclaims all liability when changes are made to the equipment by the purchaser without **celduc® transfo**'s approval given in writing, and also in the event of any intervention on the equipment by a third party not approved by **celduc® transfo**. Likewise, **celduc® transfo** shall not be held liable for any defect originating in the product design where this was performed in accordance with the purchaser's drawings and studies. Nor shall it be liable for the choices of products and equipment made by the purchaser. If the purchaser requests an intervention under the warranty, and the warranty applies, the warranty on the replacement products will be extended by period equal to the time between the request for the intervention under the warranty and the date of replacement.

**ARTICLE 10 – COMPLAINTS – REPAIRS BY THE PURCHASER**

**10.1** In the event of a visible defect or the non-compliance of the product delivered with **celduc® transfo**'s order acknowledgment or the specifications agreed by the parties, and without prejudice to any measures taken with regard to the carrier, the purchaser must inform **celduc® transfo** by registered letter with acknowledgment of receipt **within 3 days of delivery**, failing which its rights will lapse. After this, the purchaser will therefore no longer be able to make any complaint or claim to **celduc® transfo** relating to the products and/or services provided.

**10.2** If a claim is made, the purchaser must provide evidence of the existence and extent of the damage, missing goods, defect or nonconformity observed. The purchaser must in this case return the products delivered or, if unable to do so, make them available for collection by **celduc® transfo** and take all useful measures to keep them in the condition in which it received them.

If products are found to be missing from the order, **celduc® transfo** undertakes to supply the purchaser with the missing items. It should be noted that responsibility for any nonconformity or visible defect linked to errors or omissions in the specifications will rest exclusively with the purchaser.

**10.3** The purchaser shall not intervene itself or cause any third party to intervene to repair any damage, defect or nonconformity found without the agreement of **celduc® transfo**.

**ARTICLE 11 – LIMITATION OF LIABILITY**

**11.1** In the event of missing goods, damage, nonconformity or loss attributable to **celduc® transfo**, it undertakes, at its choice, to:

- either replace the products delivered itself, to the place of delivery specified in the offer or order acknowledgment,
- or reimburse the purchaser for the products delivered.

Payment of any damages for loss incurred by the purchaser due to missing goods, visible defects, nonconformity or loss, whatever its nature (property damage or economic loss, direct or consequential damage, business interruption, loss of enjoyment, etc.) is excluded.

**11.2** This limitation of **celduc® transfo**'s liability as defined in this article will also apply to hidden defects for purchasers in the same trade.

**ARTICLE 12 – INVOICING - PRICES**

All invoices not challenged within eight days of receipt are deemed to be unreservedly accepted, both regarding the amount and the terms of payment. Prices invoiced are expressed in euros exclusive of VAT. Any tax, duty or other levy to be paid in application of French regulations or those of an importing country or country of transit is payable by the purchaser. Unless provided otherwise, transport costs and customs clearance charges are payable by the purchaser. Unless stipulated otherwise, the costs of packing for overland transport are included in the price, and the costs of packing for maritime or air transport will be the subject of a specific supplement.

**ARTICLE 13 – TERMS OF PAYMENT**

Invoices are payable at the seller **celduc® transfo**'s head office. Payments by bank transfer must be made into the bank account whose details are given on the seller's invoice, **and into no other account**. If the purchaser receives notice of a change of account, it undertakes to seek confirmation (in writing and by telephone) from **celduc® transfo**, which disclaims all liability in the event of fraud. Whatever the means of payment, invoices are payable within **30 days** of their issue date, unless specified otherwise in the acknowledgment.

In the event of payment by bill of exchange, the latter must be returned to **celduc® transfo** 10 days before the due date. No discounts will be granted for early payment.

**celduc® transfo** reserves the right to demand a down payment of the purchaser or even full payment before execution of the order or before shipping if the purchaser has outstanding debts owing to **celduc® transfo** or if there is a risk of insolvency (for example in the event of an insufficient guarantee given by **celduc® transfo**'s credit insurance). This will apply regardless of the terms of payment specified in the order acknowledgment.

**ARTICLE 14 – LATE PAYMENT OR DEFAULT - COMPENSATION**

Any late payment will give rise, after a notice to pay has gone unheeded, to a penalty calculated by applying to the sums owed an interest rate equal to three times the legal interest rate in force on the missed due date. Interest will accrue from the payment date specified in the invoice until full payment is made to **celduc® transfo**, it being specified that any month begun is due in full.

In the event of late payment, a fixed charge of €40 for recovery costs will also be payable.

Failure to pay any invoice on its due date will lead to all as yet unpaid invoices becoming payable as well as to the suspension of all open orders with **celduc® transfo** without prejudice to any other remedies. Likewise, any failure to pay on the contractual dates will lead to the irrevocable loss of the contractual warranty on the products supplied. Furthermore, any sums owed to **celduc® transfo** may be set off, as of right, against sums owed to customers, even where the two payables are unconnected, subject to their being uncontested, liquid and enforceable.

**ARTICLE 15 – RETENTION OF TITLE**

**celduc® transfo** will retain ownership of the products and equipment sold until payment is made of the full price, including the principal and any incidental costs.

Within the meaning of this clause, a payment is understood to mean the actual cashing of the price by **celduc® transfo** and not merely the submission of a bill of exchange or any other instrument creating an obligation to pay. Notwithstanding this retention of title clause, the risks relating to the products and equipment sold and supplied are transferred to the customer as soon as they are delivered. The customer therefore undertakes to take all the necessary care in keeping and preserving the equipment and to take out all appropriate insurance in this respect.

**If the equipment concerned by this retention of title clause were to be sold by the customer, celduc® transfo's claim would be immediately and automatically transferred to the price paid for the equipment sold by the customer.**

In the event of any claim for total or partial non-payment, the equipment in stock will be deemed to correspond to the unpaid claims. Any down payments already made will be retained by **celduc® transfo** by way of penalties. **celduc® transfo** is hereby authorised by the customer to draw up an inventory and/or sequester any unpaid-for products held by it. The customer undertakes to inform any third party, in particular in the event of seizure, of the fact that the goods subject to retention of title belong to **celduc® transfo** and to inform **celduc® transfo** immediately of any seizure or similar operation.

**ARTICLE 16 – PERSONAL DATA**

Information collected on the purchaser (if a physical person) is subject to computerised processing by **celduc® transfo** and is indispensable to the processing of the order. This personal information and data are also kept for security purposes, in order to comply with legal and regulatory obligations. They are kept for as long as is necessary for the fulfilment of orders and any warranties that may apply. Pursuant to French data protection law (Law no 78-17 of 6 January 1978), the customer has a right of access, rectification, erasure and portability of the data concerning him/her, as well as a right to object to the processing on legitimate grounds, rights which he or she can exercise by contacting **celduc® transfo**'s Data Protection Officer at his postal address or at the following e-mail address: "rgpd@celduc.com", and enclosing proof of his or her identity.

**ARTICLE 17 – APPLICABLE LANGUAGE**

The language applicable to the relations between **celduc® transfo** and the purchaser is French.

If for any reason whatsoever, these terms and conditions or any contract document, catalogue, technical data sheet and, more generally, any document emanating from **celduc® transfo** were to be translated into another language, the French version would be considered the authentic version in the event of any doubt.

**ARTICLE 18 – APPLICABLE LAW**

All disputes arising between **celduc® transfo** and the purchaser will be subject to French law.

In the case of the international sales of goods, the United Nations Convention of 11 April 1980 (Vienna Convention) is inapplicable.

**ARTICLE 19 - NULLITY**

The nullity of one or more provisions of the **celduc® transfo** terms and conditions of sale will not entail the nullity of the terms and conditions of sale as a whole.

**ARTICLE 20 – JURISDICTION**

All disputes between **celduc® transfo** and the purchaser will be subject to the exclusive jurisdiction of the Commercial Court of SAINT ETIENNE (Loire-France), even in the case of multiple defendants or the introduction of third parties.