



## GENERAL CONDITIONS OF SALE

### ART. 1: General Clauses

Our sales are subject to these general terms, which take precedence over any conditions of purchase, unless formally and expressly approved by us. Prices and information within catalogues and other documents are given on a purely indicative basis: they engage our Company only after our written confirmation. Similarly, orders negotiated verbally become final only after written confirmation of the two parties. Any changes made during the execution of the order must also be confirmed expressly by the two parties. Orders may be cancelled only with written agreement of our Company and provided our Company is duly compensated for any incurred cost. Our commercial proposals are valid for 30 days from the date of issue.

### ART. 2: Studies and Projects

Studies, documents and intangibles (including software) of any nature provided by us remain our sole property and must be returned on our request, unless they are the subject of a contract of sale. They can in no case be communicated or executed without our written permission.

### ART. 3: Formation of Contract

An issued quotation may amend or supplement the present general conditions. In case an order is placed against such quotation, it will only be accepted definitely after our written confirmation, which will then constitute the conditions.

### ART. 4: Shipping and Handling

Unless expressly agreed otherwise, our prices are ex-works (EXW). The lead time is mentioned indicatively and is not binding to our Company. No penalty for late delivery will be due, notwithstanding any reservations made on the order form. The delivery time shall take effect from the date of receipt of the payment stage due with order stipulated in the quotation. In case of fortuitous events or force majeure we reserve the right to cancel all or part of orders of which execution has thus been prevented, prohibited or suspended, without compensation from us. We reserve the right to make partial deliveries with corresponding partial invoices. In this case, any partial delivery will be considered to be a separate contract and the Buyer agrees to pay the partial invoices when due, without invoking incomplete delivery as a reason to withhold payment. No goods will be taken back or exchanged without our prior written agreement. Goods returns made without this agreement, even if they are received by us, may not assume such an agreement.

### ART. 5: Retention of Title

We retain title to the goods sold until full payment of relating invoice(s) is received. Non-payment by the deadlines may result in reclaiming of the goods. The Buyer bears nevertheless as from delivery, within the meaning of ART. 4 above, the risk of loss or deterioration of the goods and the responsibility for any damage caused by these.

### ART. 6: Acceptance of Equipment

Without written detailed notification of any dissatisfaction concerning goods delivered within 10 days of their shipment, the goods are deemed to be accepted without reservation.

### ART. 7: Prices, Payment Terms, Penalties

Unless otherwise specified in the quotation or on the acknowledgement of receipt of the order, prices are exclusive of VAT. Their nature (firm or revisable) and their amount are specified in the special conditions. A down payment of 50 % is due with the order. Balance invoices are payable 30 days from the date of invoice unless stated otherwise. Under the Act No. 2001-240 05/15/01, any late payment gives rise to a late payment penalty calculated by applying to the sums remaining due a rate equal to the interest rate applied by the European Central Bank for its latest refinancing operation, increased by 7 percentage points, without prejudice to the payment of the original debt. The late payment penalties are due without the need for notification. The amount of all taxes related to the sale will be added to the price and shall be paid by the Buyer, unless the latter provides to our Company any certificates of exemption in proper and valid form. Our Company reserves the right to modify its prices at any time, without notice. In the case of imported materials, any change in the exchange rate may be reflected in the price.

### ART. 8: Warranty

Our products are guaranteed against workmanship or material defects for a period of 12 months from delivery within the meaning of ART. 4 above. The warranty is for normal use of our equipment. Any damage or destruction caused by errors in mounting, mechanical accidents, faulty maintenance, inappropriate use, overload or overvoltage, or calibration intervention by third parties are excluded from this warranty. Our liability is strictly limited to the replacement of defective parts, goods returned at Customer's charge to our Service Center excluding any other penalty or compensation. Under no circumstances we will be liable for compensation in relation to consequential and/or industrial damage such as: operating loss, profit losses, commercial harm... The repair, modification or replacement of a part during the warranty period will not extend the duration of the warranty. The materials supplied by our Company, but manufactured by others, only benefit from the third-party manufacturer's warranty.

### ART. 9: Repair, Verification, Calibration

Our lead times for repair, verification and calibration are given indicatively and are not binding for our Company. Payments related to repair, verification, calibration are made net and without discount, cash upon receipt of invoice. Where no response to our quotation for repair, verification or calibration is received, the client shall, at his expense, take back any equipment entrusted to us within a period of two months from the date of receipt of a letter of formal notice. After this period, we reserve the right to scrap the materials entrusted and no claim for compensation against us for destruction of the material will be accepted.

### ART. 10: Applicable law

The parties are subject to French law. In case of dispute, and failing amicable agreement, the Tribunal of Pontoise shall have sole jurisdiction, even in the case of activation of guarantees or plurality of defendants.

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