

GENERAL SALES CONDITIONS

version 'K' dated July 1st, 2017



ORDER

Every order is final and cannot be canceled, partially or totally, or modified without previous written agreement from the seller.

Except special agreement, the order implies the acceptance of the General Sales Conditions.

The buyer accepts that all exchanged documents can be saved as digitized versions, and if necessary, those electronic documents can be used as proofs of agreement.

Benefit from the order is personal to the purchaser and cannot be transferred without our agreement.

GOODS

Informations about weight, dimensions, colors, accessories, special finishing and other technical characteristics, quoted in price lists, catalogues, brochures, advertisement and all other similar documents are given only as indications as long as they are not written in an order confirmation.

We reserve the right to make useful modifications to the goods at any time or to switch to different models than the one defined in the brochures and catalogues, without obligation to change previously delivered goods or in a pending order.

PRICES

Prices in our quotations are without tax and valid only for the stated quantities ; we reserve the right to change prices in case ordered quantities are different than the ones mentioned in quotations. Unless otherwise specified in the offer, prices are valid one month.

Prices apply ex warehouse or factory. Freight costs, customs and insurance fees, and all taxes and duties or specific local services according to import country regulation to be paid by the buyer, except otherwise clearly indicated.

Applicable prices are the ones applied at the delivery date. Unless otherwise written agreement, prices are net without discount.

PAYMENT

All invoices are payable at the emission place, and at term date mentioned on the invoice.

In case of unpaid items, the client accepts to refund all collection costs and bank fees imposed.

After payment term, we will apply on remaining due amount an interest equal to the ECB refinancing rate increased by 10 points.

In case of buyer credit deterioration, we may require financial guarantees or upfront payments, before order processing.

SHIPPING - TRANSPORT - DELIVERY

Deliveries are processed according to availability and orders chronological rank.

We reserve the right to ship globally or partially. Delivery times are indicated as precisely as possible but also depend on supplying and transport possibilities. Exceeding a deadline will not lead to compensation, retention or order cancellation.

Cases of force majeure or impossibility to supply some goods will release our responsibility of obligation to deliver. We will keep the customer informed, and up to date, of such cases and events.

In any case, delivery in time can only occur if the buyer is up to date with his obligations with the seller, whatever the cause.

Shipping is done, unless otherwise any other agreement, at our convenience, without cheaper transport guarantee, at customer's or consignee's expense, either by direct remittance of the goods, or simple notice of availability, or by remittance to a transport or shipping agent.

The incoterm (according to ICC 2010 version) agreed between the seller and the buyer, determines the rules of transport responsibility.

Even in case of sale free of transport cost or cash-on-delivery, goods are being shipped at receiver's risk, unless otherwise particular agreement, according to the Convention on the Contract for the International Carriage of Goods by Road (CMR) and/or the 'Contrat type Général de Transport' approved by french law Décret n° 2017-461 dated March 31st 2017, at our best interest, the receiver having to recourse against the transport agent in case of delay or damage.

In any case, the client commits to accept the delivery according to the transport deadline or 30 days after availability notice if not specified.

The receiver of the goods must check the goods at the delivery and has the responsibility to appeal against the transport agent. Without prejudice to specific dispositions against the transport agent, any claim about visible defects or non-conformity of the goods to the order or the delivery documents must be written within three days after the delivery.

It will be for the Client to provide any justification for the reality of defects or deficiencies found. The Client shall allow the seller the opportunity to proceed with observations and perform corrections if necessary. The Client will not involve himself or a third party for that purpose.

RETURNS

All returns must be within previously agreed written terms. We reserve the right to apply a haircut on the value of the goods.

Custom-made equipment (fishing nets, fiberglass reinforced polyester tanks, temperature probes, ...) or modified technical characteristics that differ from the standard models will not be refunded, returned nor exchanged.

Unless otherwise specified, risks and return costs are at the buyer's expense. In any case, the goods will be sent with original packing and conditions avoiding any damage during transport.

WARRANTY

The warranty covers possible manufacturing risks for the replacement or repair of defective parts. Interventions under guarantee do not entitle the device an extension of the guarantee. Excluded from coverage are defect and deterioration caused by wear, lack of maintenance, shocks, faulty installation and usage, and faulty connections for electrical supplies.

Unless otherwise previously indicated, customer or third party's intervention at customer's request for assessment or repairs invalidate the warranty.

An assessment and/or repair site is chosen at our convenience either at the manufacturer, at the delivery place, at our facilities or at an appointed third party.

Lastly, we will not be responsible for indirect damages, physical or material, or for deprivation of use, particularly for aeration / oxygenation systems or monitoring / control / regulation devices. Similarly, our responsibility will not be engaged for services (advice, study, engineering, design, ...) that are not followed by the sale of the related equipment or installation, even services being invoiced.

RETENTION OF PROPERTY

The transfer of ownership of the goods that we deliver will take place only after full payment, principal and interest ; presentation of a banker's draft or a bill of exchange are not deemed a suitable substitute to constitute payments. Meanwhile, the buyer is designed as custodian of the goods and is responsible for their correct conservation.