

GENERAL SALES CONDITIONS

1. GENERAL CLAUSE

All our sales are subject to the following general sales conditions, which take precedence over purchase conditions, unless otherwise formally and explicitly specified on our part.

2. ORDERS AND CONSTITUTION OF CONTRACT

When a quotation is made by EPURO SAS, this constitutes the special conditions liable to modify or complete the present general conditions.

All orders received from the purchaser will only be considered as being definitively accepted by EPURO SAS after written acknowledgement on our part.

In this event, this acknowledgement will constitute the special conditions. Supply will exactly include, and be limited to, the equipment specified either on the EPURO SAS quotation or in its acknowledgements of order; tacit or formal acceptance of EPURO SAS quotations also implies acceptance of the present sales conditions.

Information appearing on catalogues, prospectus, and any advertising media in general do not commit EPURO SAS, which reserves the right to make any alterations to equipment made necessary by circumstances or technical developments.

3. PRICES

Prices are those in force at the time of delivery or those appearing on quotations issued by EPURO SAS during their period of validity.

Prices are net for merchandise made available at our works in Trappes.

All prices are tax excluded.

Except when otherwise expressly stipulated on the quotation, costs for equipment sold ex works Trappes do not include technical assistance.

4. DELIVERY

Delivery schedules are given for information purposes only; any delays for any reason whatsoever will not under any circumstances justify cancellation of the order by the purchaser, nor give rise to damages of any type for loss of use, etc.

EPURO SAS is notably released from all obligations in the occurrence of any contingency or act of God that prevents manufacture, dispatch or importation into France of the equipment proposed.

5. PACKAGING

Packaging, when invoiced, may not be returned unless otherwise specifically stipulated on the quotation.

6. DELIVERY – TRANSPORT

Except when otherwise specified, delivery is considered to be ex works at our works in Trappes. Therefore, unless stated to the contrary, it is the purchaser's responsibility to have transport and delivery of the equipment handled by a haulier of its choice, at its own risk and expense and to take charge of all necessary insurance contracts required for covering any risks related to the said transport and delivery.

When it is expressly agreed that the haulier will be selected by EPURO SAS, transport and delivery will remain at the purchaser's risk and expense. The purchaser must also take charge of all the insurance covers required.

EPURO SAS will not be in any way, nor for any reason whatsoever, responsible for transport operations that it may entrust to forwarding agents or transport companies, the latter being solely liable.

In the event of damage or missing parts, the equipment must be inspected on arrival and any reserves must be mentioned on the delivery slip countersigned by the haulier or its representative.

Any such reserves must be confirmed by registered mail to the haulier within three days of the date of reception.

7. COMMISSIONING – INSTALLATION – ASSEMBLY – POSITIONING

Except when otherwise specified on the order confirmation, positioning, installation, assembly and commissioning are carried out by the purchaser under its sole responsibility and taking account of all specificities required by all local conditions and regulations in force, it being understood that, in all events, EPURO SAS may not be held liable for poor installation of equipment other than that which it has delivered.

8. GENERAL GUARANTEE

Specific guarantees for each line of products are defined and available separately.

This guarantee is explicitly limited to the exchange of any parts recognised as being faulty without any form of additional compensation.

Guaranteed parts, whose replacement is requested by the customer must be returned within eight days of the fault in construction or raw materials being recognised, for inspection and possible recourse against our supplier, it being understood that reception of the said parts by EPURO SAS must take place

before expiry of the guarantee periods stipulated in the documents pertaining to each product line.

Should these conditions not be met, any new part provided will be invoiced.

Indications required for identifying the equipment containing the faulty part must be sent to us at the same time as the faulty part itself (See appendix 1, complaint procedure and appendix 2, complaint form).

In the event of equipment being returned to our plant, it is expressly stated that the said equipment will be transported at the customer's costs and risk.

The warranty excludes all liability due to accidents to persons or property resulting from any flaws or faults detected.

Neither may it extend to accidents resulting from negligence, lack of supervision and maintenance or faulty use of the equipment.

9. PRICE – CONDITIONS OF PAYMENT – PENALTIES

Prices are given tax excluded.

Except when otherwise specified, payments will be made to our registered office in the currency of invoice and within a period in compliance with the special conditions granted to the purchaser after acceptance by our financial department.

In the event of our agreement to payment by documentary credit, this credit must be irrevocable and confirmed by a French bank.

Should payment not be made within the stipulated period, it is explicitly agreed that, as a contractual penalty and in application of legal measures, the purchaser will be liable by rights for a late-payment penalty calculated by applying an interest rate equal to twice the legal interest rate to all sums outstanding.

Moreover, should a payment schedule have been programmed contractually, non-payment at any due date will make all outstanding sums immediately due for payment, even if the said sums have given rise to bills of exchange or other means of payment being issued.

It is also expressly agreed that, in the event of non-payment of the agreed sum at the date due, all costs of any type whatsoever, that EPURO SAS may have incurred to obtain amicable or contentious payment of the sums due to it, contractual penalties included, will be at the purchaser's expense.

Moreover, in the event of any non-compliance with the contractual payment schedule, EPURO SAS may by rights refuse or postpone the manufacture of any orders accepted or otherwise for future delivery.

No dispute may give rise to a refusal to pay invoices.

10. RESERVATION OF TITLE CLAUSE

By express agreement, the seller will remain owner of the equipment sold until full payment has been made of the total price, in capital and incidental charges.

In the sense of this clause, handing over a title creating an obligation to payment (bill of exchange, etcetera) does not constitute payment.

Non-payment of any sum due at the agreed date may lead to the equipment being reclaimed.

The above measures do not prevent risks of loss or deterioration of the equipment being transferred to the purchaser as from its delivery, nor the transfer of risk for any damage it may cause.

The purchaser is formally forbidden to make any collateral assignment or pledge of the equipment subject to this reservation of title.

The purchaser commits itself to inform EPURO SAS, the very day by registered mail, of any protest, order to pay, seizure for security, or any event in general liable to create any trespass to EPURO SAS property rights on the equipment, which must remain exempt from seizure.

The purchaser may, in the context of its establishment's normal operations, resell the merchandise delivered.

In the event of resale or transformation or should the equipment no longer exist in kind, the purchaser agrees to pay any outstanding amount of the price of sale due to EPURO SAS immediately and already give the seller ownership of any object resulting from the transformation.

11. JURISDICTION

In the event of disputes of any kind, French law will be applicable and jurisdiction will be granted to the courts having jurisdiction over the area in which the EPURO SAS registered offices are located, no matter what the conditions of sale and accepted method of payment may be and notwithstanding guarantee claims or plurality of defendants.

APPENDIX 1 – Complaint procedures

Purpose:

The present procedure explains the conditions for returning equipment or making a complaint. For all complaints or returns of equipment for any reason whatsoever (guarantee request, non-compliance, etc.), you must request for authorisation by scrupulously following the procedure below. As our objectives are to improve the quality of our services and to handle customer complaints under the best possible conditions, following this procedure is compulsory.

Complaint form (appendix 2 to the present document):

The complaint form must be filled in and documented correctly. Fill in one form per complaint.

This form must be used for all complaints:

Non-compliant delivery, equipment missing in a delivery, surplus equipment supplied in a delivery, guarantee request for a faulty part.

This form must be used for all equipment, products and services:

Components, systems, spare parts, chemicals and services.

Transmitting the complaint form and obtaining authorisation for return acknowledgement of the complaint:

A) The complaint form correctly filled in together with any possible documents required must be returned to us

Either by email: infos@epuro.fr

Or by fax: 01.30.50.26.50

Or by post to EPURO SAS

65 avenue Georges Politzer

Z.A. de Trappes-Elancourt

F-78190 TRAPPES

B) After examining your complaint we will send an authorisation for returning the equipment for expertise or an opinion on your complaint back to you by the means of communication of your choice (fax, email, post).

We remind you that our guarantees specific to each product line are defined and available separately and that limits of guarantee are provided under Chapter 8 of our general sales conditions.

C) As soon as you receive your authorisation to return the equipment, please return the faulty part(s) to us in appropriate packaging, using the original packaging if possible. Deterioration of parts due to inadequate packaging will render the guarantee null and void. The returned part(s) must be accompanied by a copy of our equipment return authorisation.

Non-compliance with this procedure will render complaints null and void.

APPENDIX 2 – Complaint form

CUSTOMER SECTION	-I- CUSTOMER IDENTIFICATION		
	Name of company:	Complaint issued by:	
	Address 1:	Telephone	
	Address 2:	Mobile phone:	
	Postal code:	Fax:	
	City:	email:	
	Country:	Signature:	
	-II- TYPE AND DESCRIPTION OF COMPLAINT		
	Type of complaint (Guarantee request or non-compliant delivery):	Customer order N°:	
	Description of part:	Date of customer order:	
Make of part:	EPURO invoice N°:		
Serial N°:	EPURO date of invoice:		
Part code:	Installation date:		
Presence of enclosed documents:	Breakdown date:		
If complaint accepted, request for replacement part:	If complaint accepted,		
<u>A detailed and exact explanation of the complaint with understandable technical description of the breakdown (if appropriate) or the non-compliance:</u>			
EPURO	-III- EPURO REPLY		
	Complaint accepted with or without reservations or refused:	Name:	
	Date:	Signature:	
	The part needs to be returned:	Date planned for dispatching the replacement part or the credit note:	
	<u>A detailed and exact explanation of EPURO's position (if appropriate):</u>		