

CILAS General Terms & Conditions of Sales

I – Purpose

The hereby General Terms and Conditions of Sale are applicable to all sales of CILAS materials, supplies or services, hereinafter jointly referred to as the "CILAS Products". Any waiver or derogation to these General Terms and Conditions of Sale must be covered by Particular Terms and Conditions duly accepted by CILAS.

II – Conclusion of the Contract

Pre-contractual documents: Catalogues or advertising documents are supplied for indicative purposes only and have no contractual value. CILAS reserves the right to make any amendments or improvements to the CILAS' marketed Products. Price scales shall be updated every six months and are therefore only binding on CILAS during that period.

Offer: offers shall be valid for two months from issuance. After that period, CILAS shall be entitled to amend the whole terms and conditions contained in its initial offer.

Acceptance: any order or acceptance of an offer issued by CILAS automatically entails acceptance of the hereby General Terms and Conditions and a waiver of the General Terms and Conditions of Purchase of the purchaser.

Conclusion of the Contract: the contract of sale shall be definitively concluded either on CILAS' acceptance of the order issued by the Customer or on the Customer's unreserved acceptance of the estimate or offer issued by CILAS.

III – Studies and Projects

The technical and financial terms and conditions of execution of studies and projects shall be defined on a case by case basis. CILAS shall retain the whole of the intellectual property of its studies and projects as well as the industrial property of the results of its studies and projects. The Customer undertakes not to disclose all or any part of these studies or projects without the prior written consent of CILAS.

IV – Intellectual and Industrial Property

Plans, diagrams, technical and commercial specifications, recommendation documents, test results, software, catalogues, brochures, notices, patents, drawings and models shall remain the property of CILAS. Consequently, the Customer undertakes not to distribute or reproduce, either personally or not, all or any part of the sold CILAS Products without the prior written consent of CILAS.

If the sale were to involve software, CILAS shall grant the Customer a user right but shall not under any circumstances transfer its proprietary or non-proprietary copyrights. Furthermore, CILAS shall retain full ownership of the source codes of said software and prohibits the Customer from de-compiling, modifying or translating said source codes, in any kind and for any purpose whatsoever.

If the sold CILAS Products are produced in accordance with plans, drawings or specifications supplied by the purchaser, the latter shall indemnify CILAS against any claims and damages resulting from the alleged or actual infringement of industrial or intellectual ownership rights belonging to third parties arising out of CILAS' use of the documents supplied by the purchaser. If such a claim were to be made, the purchaser undertakes to assume all the expenses, costs and damages devolving therefrom.

V – Prices and Terms of Payment

The prices of the CILAS Products stipulated in the order or in the offer issued by CILAS shall be updated, automatically and without formality, every year on the 1st January by applying a specific formula to each sale and which shall be stated in the offer. With regard to fixed price CILAS Products, the invoiced prices shall be those of the price scale in force on the delivery date. Prices are deemed without packaging, ex-factory and CILAS Product controlled by CILAS. Any additional request from the purchaser and any delay in delivery attributable to the purchaser shall be subject to an additional invoicing.

Invoices shall be paid thirty days end of month without discount and at CILAS' head office. Any delay in payment shall automatically entail the payment of penalties in favor of CILAS at three times the legal interest rate.

For orders exceeding a total value of 7,000 Euros excluding tax, a payment on account of 30% shall be payable on acceptance of the order. The balance shall be payable on the delivery date. No litigation or dispute may delay the payment. In the event of non-payment of the price, CILAS reserves the right to cancel the order or current contract and require the immediate return of any CILAS Products not yet re-sold and/or incorporated into the purchaser's product, within eight days of the date of issue of the formal notice to pay.

VI – Retention of title

CILAS shall reserve entire ownership of the CILAS Products until full collection of the selling price. Notwithstanding the above, the burden of risk shall be transferred to the purchaser in accordance with the provisions of Article VII.

In any event, the purchaser undertakes, until actual transfer of ownership, to store the sold CILAS Products separately from his own products, to inform his lessor and/or creditors that said CILAS Products are not his property, not to move them without the prior consent of CILAS and to advise CILAS of any physical or legal incident which may affect them.

VII – Delivery and Transfer of Risks

Delivery shall entail the transfer of the risks linked to the sold CILAS Products. It shall take place on the occurrence of any of the following events: delivery of the CILAS Products to the purchaser, by a simple notice of availability, accepted by the purchaser, or by delivery of CILAS Products or bills of lading to a forwarding agent or carrier nominated by the purchaser or if not nominated, chosen by CILAS on behalf of the purchaser. All expenses, risks and perils relating to the transport, insurance, customs, handling and installation operations shall be borne by the purchaser, who shall be expected to check consignments on arrival and, if appropriate, exercise any recourse against the carriers, even if the consignment was said to be franco.

The starting point of the period of delivery shall be the date of acceptance of the written order by CILAS. CILAS shall automatically be released from any undertaking with regard to delivery times if the conditions of payment are not accepted by the purchaser, information to be supplied by the purchaser is not received on time or in the event of Force Majeure as defined in Article XII to these General Terms and Conditions.

CILAS shall inform the Customer as soon as possible of any circumstances and events justifying an overstepping of the period of delivery. Any delay in delivery attributable to the Customer shall automatically entail an increase in the prices of the sold CILAS Products.

VIII – Guarantee

The CILAS Products, with the exception of consumables, shall be guaranteed against manufacturing and assembly defects and any raw material defects for one year from delivery subject to proof of the existence of said defects and exclusive of any other longer statutory and/or contractual guarantee.

The guarantee covers parts and labor, excluding transport or movement. In any event, CILAS reserves the right to limit guarantees in its offers or estimates in respect of certain ranges of CILAS Products which could be covered by a guarantee related to the actual use which is made of them.

The CILAS guarantee does not cover defects arising out of materials supplied by the purchaser or a design insisted upon by the Customer nor the consequences of normal wear and tear, damage or accidents resulting from negligence, handling, non-compliance with installation, maintenance or commissioning instructions, improper use such as mechanical or electrical overload or under environmental conditions other than those advised by CILAS. In such case, the repair costs shall be invoiced to the purchaser. Neither does the guarantee cover making up purchaser's own materials nor the repair of second-hand machines.

Triggering the guarantee involves that the purchaser shall immediately advise CILAS by registered letter of the defects he attributes to the CILAS Products and that he shall provide satisfactory evidence. The Customer must allow CILAS to observe the defects and where appropriate repair them. All repairs shall be carried out either on CILAS' premises or on the site on which the CILAS Product or Products are being used, at the sole discretion of CILAS and shall not imply any extension of the guarantee. CILAS reserves the right to make modifications to the CILAS Product in order to carry out the above mentioned repairs on the understanding that the ownership of any part replaced free of charge reverts to CILAS.

In any event, implementing the guarantee shall not authorize the purchaser to defer all or part of the payment.

IX – Liability

It is up to the users of CILAS Products to take the necessary safety measures and organize their use in such a way that a failure in any of the CILAS Products cannot be the cause of a loss. The Customer is informed that the CILAS Products must be used under conditions such that they cannot be a direct or indirect source of danger to persons or property. The purchaser shall alone determine the conditions of installation and use of the CILAS Products on the understanding that he declares that he has been advised of the essential safety factors relating thereto by these General Terms and Conditions. He shall therefore assume the sole liability for any events causing a loss, particularly in the event of personal accident, property damage or loss of earnings, where these arise out of the conditions of installation or use of the CILAS Products.

In any event, if the loss is the result of the failure of a CILAS Product, CILAS may not under any circumstances be held liable for any indirect losses such as financial, commercial and/or technical losses resulting from that loss. CILAS' overall liability shall in no circumstance exceed the price actually paid for CILAS' Products.

X – Waste Electrical and Electronic Equipment (WEEE)

Pursuant to the European and national regulations on waste electrical and electronic equipment, the obligations of collection, removal and treatment of WEEE are transferred to the Customer who bears the subsequent costs and shall be the sole responsible for the aforesaid operations.

Those obligations are assigned to the successive professional customers up to the final user of the electrical and electronic equipment.

XI – Export and Use

In the event of export duly authorized by the competent government authority, the Customer undertakes to comply with the rules and legislation in force in each of the States in which that export takes place. Any use not in accordance with the specifications of the CILAS Products shall exonerate CILAS from its liability.

XII – Force Majeure

CILAS shall not be liable for any delay in or non-performance of any of its contractual obligations if such performance is prevented by circumstances of Force Majeure. Force Majeure is defined as any unforeseeable, irresistible and out of CILAS' control event. By express agreement of the parties, Force Majeure shall include all natural catastrophes, any regulation or requirement of the public authorities, any denial or withdrawal of export authorization, any non-availability of raw materials, boycotts, strikes, attacks or acts of war whether declared or not.

The purchaser shall not be liable for any delay in or non-performance of its contractual obligations if such performance is prevented by circumstances of Force Majeure. A purchaser invoking circumstances of Force Majeure must advise CILAS accordingly within seven days of the occurrence or threat of those circumstances. If the delay caused by Force Majeure lasts more than thirty days, CILAS reserves the right to cancel the order in accordance with these General Terms and Conditions of Sale.

XIII – PROTECTION OF PERSONAL DATA

CILAS has to collect process and use the personal data of its collaborators and partners to carry out its operational activities. Within this framework, we are required by law to comply with all our obligations regarding the collection, processing and use of personal data. We respect and protect the privacy of our collaborators, customers, suppliers and partners. Such personal data will be stored for the duration of the contract and archived according to the regulatory period.

By accepting these terms and conditions of sale, you consent to our collecting and using this personal data for the execution of this contract. In accordance with the French law on the protection of personal data and the Regulation (EU) 2016/679 of the European Parliament and the Council, dated 27 April 2016 pertaining to the protection of physical persons in view of the processing of personal data and the free movement of such data, you have the right to access and rectify any data about you. You may exercise this right by writing to data-protection@cilas.com. You may also object to the processing of your personal data for legitimate reasons. [The right of objection does not apply if the processing results from a legal or regulatory obligation].

XIV – General Provisions

Severability: If any of these provisions were to be declared null and void under the terms of any law, that provision shall be deemed not to have been written, without affecting the validity of the other provisions.

Renunciation: The fact that CILAS may not avail itself of any of the provisions of these General Terms and Conditions of Sale may not be interpreted as waiver of subsequently availing itself of any such provision.

Applicable Law and Settlement of Disputes: These General Terms and Conditions of Sale shall be governed by French Law. By express agreement of the parties, any dispute relating to the formation, existence, interpretation, performance, termination or cancellation of the order or these General Terms and Conditions of Sale must be subject of an attempt at amicable settlement. Any dispute the parties cannot resolve by amicable agreement within one month of its notification shall fall within the jurisdiction of the Competent Court of Paris..