

**ARTICLE 1 - OBJECT**

The purpose of these General Terms and Conditions of Sale (GTC) is to describe the terms of sale of the products of ETABLISSEMENTS CONSO (hereinafter referred to as «the Supplier») and its customers (hereinafter referred to as «Buyer”).

The following products: machinery, equipment, accessories, spare parts («Products»).

They apply without restrictions or reservations to all sales concluded by the Supplier with Buyers of the same category.

The Supplier may be required to adapt or modify these General Terms and Conditions at any time.

The applicable GTC are those in force on the day of purchase of the product by the buyer.

Any purchase implies acceptance of these General Terms and Conditions.

**ARTICLE 2 - ORDER AND WITHDRAWAL IN STORE**

The taking into account of a remote control withdrawn in store and the acceptance of it are confirmed by e-mail.

When withdrawing in the store the buyer is required to verify that the quantity of packages is the one that was planned, as well as the good condition of the products.

**ARTICLE 3 - PRICE**

The products are supplied at the rates mentioned in the Supplier's price list and, where applicable, within the limit of the specific commercial proposal sent to the Buyer on the day of the order or purchase of the product by the buyer.

The current prices of products are those of the day the product is bought or ordered; the supplier may modify the price of a product, particularly in the event of an increase in the price of the product by the manufacturer.

The pricing information on the supplier's prospectus is indicative.

The prices are expressed in euros, HT (Excl. VAT) and TTC (Incl. VAT). They do not include transportation, any customs fees and insurance that remain the responsibility of the buyer. Special pricing conditions may be applied depending on the specificities requested by the Buyer, particularly regarding delivery terms and deadlines, or payment terms and conditions. A particular commercial offer will then be sent to the Buyer by the Supplier.

Only vessels as defined in Article L5000-2 of the “Code des transports” and designated in 2 ° of II of article 262 of the French “Code général des impôts” (CGI) may be entitled to the VAT exemptions provided for the transactions referred to in 2 °, 3 °, 6 ° and 7 ° of II of article 262 of the CGI subject to presentation of the documents required by the Supplier. The Supplier cannot be held responsible for the VAT exemption for self-declaring commercial vessels. In case of refusal by the customs administration, VAT will be borne in full by the buyer.

The Purchaser may benefit from rebates and rebates listed in the Supplier's tariffs, according to the quantities acquired or delivered by the Supplier at one time and only one place, or the regularity of his orders.

**ARTICLE 4 - PAYMENT****4.1 Generalities:**

Payments made by the Purchaser shall be considered final only after actual receipt of amounts due by the Supplier.

**4.2 Methods of payment:**  
The following payment methods can be used to pay the amount of a purchase or order from the supplier:

- Payment in cash: the payment is capped in the amount of € 1,000 under article L112-6 of the “Code monétaire et financier”.

- Payment by credit card: Visa, Carte bleue or Mastercard, the Supplier reserves the right to refuse certain foreign bankcards.

- Payment by bank transfer: the Buyer must contact his bank to make the transfer corresponding to the amount of his order to the Supplier's bank account whose details are communicated to the customer (IBAN: FR76 3000 4006 4200 0263 4121 357-Code BIC : BNPAFRPPNIC). The buyer is invited to enter the corresponding invoice in the transfer label. Upon receipt of the transfer, the order will be processed and the customer will be informed by email.

4.3 Sale of new or replacement parts during an intervention: In accordance with the general conditions of intervention, the sale of spare parts during an intervention will be invoiced to the customer.

**ARTICLE 5 - DEFAULT OF PAYMENT**

In case of default of payment beyond a period of 1 month, from the date of payment appearing on the invoice sent to it, an indemnity of 15%, calculated on the TTC amount of the unpaid invoice, will be charged to the Buyer.

Unless expressly agreed in advance and in writing by the Supplier, and provided that the reciprocal claims and debts are certain, liquid and due, no compensation may be validly made between any penalties for delay in delivery or non-compliance of the products ordered by the Purchaser, on the one hand, and the sums due, by the latter, to the Supplier, in respect of the purchase of said products, on the other hand. Finally, for any professional, in addition to the late payment, any sum, including the down payment, not paid on its due date will automatically result in the payment of a lump sum of 40 euros due to the costs of recovery (Articles 441-6, I.12 of the Commercial Code and D. 441-5 ibid).

The Supplier reserves the right to ask the Buyer for additional compensation if the recovery costs actually incurred exceed this amount, upon presentation of the supporting documents. The supplier reserves the right to refuse to honor an order or make a delivery from a buyer who has not fully or partially paid for a previous order.

**ARTICLE 6 - ORDERS OF REMANUFACTURED EQUIPMENT OR PARTS**

Remanufactured materials are parts or components reconditioned by the manufacturer.

For each remanufactured material ordered, identical equipment used and manufactured by the same manufacturer as the ordered material (hereinafter referred to as the counterpart) must be returned to the Supplier by the Buyer within ten days of the order, assembled and cleaned, in the new packaging of remanufactured material purchased.

The Purchaser shall be liable, in addition to the price of the said equipment, for a certain amount (referred to as a «deposit») guaranteeing the return of the counterpart.

If this is not fully reimbursed by the manufacturer in the event of non-compliance with the return period of the consideration or in the event of receipt of a counterparty not having the required return qualities (for example: failure of certain items, equipment not cleaned or damaged by causes other than normal wear, etc.), the Supplier shall be entitled to charge this amount.

**ARTICLE 7 - TRANSFER OF RISKS AND PROPERTY**

6.1 Transfer of ownership: the transfer of ownership of the products of the Supplier to the benefit of the buyer is made only

after full payment of the price of the product by the buyer.

6.2 Transfer of risks: the transfer of risks for orders with withdrawal in the store is made after signature of the customer of the delivery slip.

The Buyer acknowledges that it is the carrier who is responsible for the delivery, the Supplier being deemed to have fulfilled its obligation of delivery when it has delivered the ordered products to the carrier who has accepted them without reservation. The Buyer therefore has no recourse against the Supplier in the event of failure to deliver the Products ordered nor for any damage occurring during transport or unloading.

**ARTICLE 8 - GUARANTEE**

8.1 The products sold by the supplier benefit from:

- The legal guarantee of conformity, in accordance with article L217-4 and following of the “Code de la Consommation”,
- The legal guarantee against hidden defects,
- From the manufacturer's warranty.

The buyer is invited to read the list of manufacturers of products sold in the store or on the Supplier's website, as well as their warranties.

The guarantee forms an inseparable whole with the Product sold by the Supplier. The Product may not be sold or resold altered, processed or modified.

The Supplier will replace or have repaired Products or parts under warranty deemed defective. This guarantee also covers labor costs.

8.2 Warranty Exclusions: The warranty covers only repair or replacement costs. Under no circumstances may the immobilisation of the equipment, the repair or exchange period, the transport costs, the disassembly and reassembly costs, or the damage caused to the surrounding installations, give rise to the payment of any compensation whatsoever, by the Supplier for the benefit of the Buyer.

Any warranty is excluded in case of misuse, negligence or lack of maintenance on the part of the Buyer, as in case of normal wear of the Product or force majeure.

In order to assert his rights, the Purchaser shall, under pain of forfeiture of any action relating thereto, inform the Supplier, in writing, of the existence of defects within a maximum period of 7 days from their discovery.

Replacement of Defective Products or Parts will not extend the duration of the above warranty.

Lastly, the guarantee cannot be made if the Products have been used abnormally, or have been used in conditions different from those for which they were manufactured, in particular in case of non-compliance with the conditions prescribed in the instructions for use.

It does not apply to the case of deterioration or accident resulting from shock, fall, negligence, lack of supervision or maintenance, or in case of transformation of the Product.

**ARTICLE 9 - RETURNS**

Apart from 4 warranties provided for in these GTC, CONSO will not make any returns or refunds on its products.

**ARTICLE 10 - FORCE MAJEURE**

The Parties cannot be held responsible if the non-performance or delay in the performance of any of their obligations as described herein arises from a case of force majeure within the meaning of Article 1218. of the Civil Code.

The Party observing the event shall without delay inform the other party of its inability to perform its service and justify it to it. The suspension of the obligations may in no case be a cause of liability for non-performance of the obligation

in question, nor induce the payment of damages or penalties of delay.

The performance of the obligation is suspended for the duration of the force majeure if it is temporary.

**ARTICLE 11 - PROPERTY INTELLECTUAL**

The Supplier remains the owner of all intellectual property rights in the photographs, presentations, studies, drawings, models, prototypes, etc., made (even at the request of the Buyer) for the supply of the Products to the Buyer. The Buyer therefore prohibits any reproduction or exploitation of said photographs, presentations, studies, drawings, models and prototypes, etc., without the express written authorization of the Supplier, which may condition it to a financial counterpart.

**ARTICLE 12 - APPLICABLE LAW AND LANGUAGES OF THE CONTRACT**

By express agreement between the parties, these GTC and the resulting purchase and sale transactions are governed by French law.

They are written in French. In the event that they are translated into one or more languages, only the French text will prevail in the event of a dispute.

**ARTICLE 13 - DISPUTES**

Any dispute relating to the execution of an order and / or the interpretation of these GTC, is subject to French law.

In the event of a dispute concerning the interpretation or execution of the agreements agreed between the Buyer and the Supplier, an amicable solution will be sought before any judicial appeal. All disputes to which the present contract and the resulting agreements could give rise, concerning their validity, their interpretation, their execution, their resolution, their consequences and their consequences will be submitted to the Commercial Court of Nice.

**ARTICLE 1 - OBJECT**

These general conditions of intervention (CGI) apply to the services of the company ETABLISSEMENTS CONSO (hereinafter referred to as «CONSO») and its customers (hereinafter referred to as Customer). CONSO intervenes on all sites requested by its customers for services relating to:

- Troubleshooting
- Repairs not covered by a specific maintenance contract
- Visits

The various services provided to the Customer by CONSO will be described in the special conditions of interventions.

**ARTICLE 2 - REQUEST FOR INTERVENTION**

2.1 Intervention orders: All requests for interventions must be made in writing to CONSO, and will be the subject of special conditions of intervention (CPI) to be made in two copies, each copy to be signed by CONSO and the customer, or of an estimate that must also be signed. The affixing of the Customers' signature on the CPI or the quote will be worth acceptance and will authorize CONSO to execute the planned work.

2.2 Estimated quote: At the time of the customer's request for intervention, an estimate of the costs and the intervention period of the service will be drawn up by the service provider. The quotes made by CONSO will have a validity period of 30 days.

2.3 Acceptance of the order or quote can be done by means of a dematerialized document that CONSO will send to its customers.

**ARTICLE 3 - MODALITIES OF INTERVENTION**

3.1 The response times given to the Customer are indicative. CONSO cannot be held responsible for exceeding the originally agreed deadline. Deadlines may be extended especially in case of:

- Unplanned interventions on the initial quote,
- Bad weather
- Event having the character of force majeure

Any delays do not entitle you to any compensation or payment of any penalty to the Customer.

3.2 During the intervention on site if an anomaly is discovered by the provider a complementary estimate will then be established. No work will be done by CONSO without the prior consent of the Customer.

**ARTICLE 4 - TERMS OF PAYMENT OF INTERVENTION**

4.1 The prices quoted on the estimate made before the intervention are firm and final. Any discounts or commercial offers for the benefit of the customer are subject to the discretionary decision of CONSO.

4.2 Payment for the service will be made at the headquarters of CONSO.

4.3 Payment of benefits will be net and will be paid as follows:

- 50% of the amount when signing the CPI or estimate,
- 50% at the end of the intervention of CONSO,

4.4 Any sale and / or installation of spare parts carried out during an intervention of the technicians of the service provider will be invoiced to the customer, in accordance with the CONSO General Terms and Conditions (GTC).

**ARTICLE 5 - DEFAULT OF PAYMENT**

In case of default of payment beyond a period of 1 month, from the date of payment appearing on the invoice sent to it, a compensation of 15% calculated on the amount of the unpaid TTC (incl. VAT) will be charged to the Customer.

**ARTICLE 6 - RESERVATION OF PROPERTY**

The parts sold during an intervention remain the property of CONSO until full payment by the customer, who will nonetheless bear the risks from the delivery.

**ARTICLE 7 - GUARANTEE**

The respect by the CUSTOMER of the clauses of these CGI is a condition sine qua non of the application of the Guarantee scheme.

7.1 Scope and modalities

7.1.1 The repairs made by CONSO are guaranteed for a period of 6 months from the end of the intervention or the reception of the work by the Customer or his representative. For the guarantee on the parts used during the intervention the customer is invited to take note of the general conditions of sale of CONSO.

The repair or replacement of parts performed under the warranty does not extend the warranty period for the equipment.

7.1.2 The warranty covers only repair costs (labor).

Under no circumstances may the immobilization of the equipment, the repair or exchange period, the transport costs, the dismantling and reassembly costs give rise to the payment of any compensation by CONSO for the benefit of the CUSTOMER.

The guarantee is granted only after examination of the defective parts

by CONSO. Any part recognized as defective is replaced free or repaired in the workshops of CONSO under the conditions of the manufacturer's warranty.

The choice between repair or replacement under the guarantee as well as the methods of execution of these different operations is the exclusive competence of CONSO. Any part replaced pursuant to these provisions becomes the property of CONSO.

7.2 Exclusions: The warranty will be refused and CONSO released from all liability in the following cases:

- When the parts mounted by CONSO have been modified, moved or replaced by the CUSTOMER by parts not provided by CONSO.
- When the damage causing the warranty claim is due to negligence or use of the equipment by the Customer does not comply with the recommendations of the manufacturer and / or those of CONSO.
- When the CUSTOMER has refused the replacement of certain parts, deemed necessary by CONSO to meet the recommendations of the manufacturer.

The warranty does not cover the cost of transferring defective parts or the return of replaced or repaired parts, which costs are the sole responsibility of the Customer. The same applies to repairs on the localization site of the machine, travel and subsistence expenses for CONSO technicians.

The warranty is excluded for incidents due to fortuitous events, for any replacement or repair resulting from normal wear or from negligence, lack of supervision or maintenance and use in conditions that do not comply with the recommendations of the manufacturer and CONSO.

Unless specifically agreed in writing by CONSO, the guarantee is exclusively valid in the French metropolitan area.

**ARTICLE 8 - LIABILITY**

CONSO undertakes to have its interventions carried out by qualified personnel, having all the necessary skills to carry out these services in compliance with the regulations in force, the contractual specifications and the rules of the art. Excluding CONSO's gross negligence and bodily injury compensation, CONSO's liability will be limited to the amount of the intervention. In no event shall CONSO be liable for any consequential or indirect damages that the CUSTOMER may have in respect of a claim, including loss of use, exploitation and profit.

**ARTICLE 9 - INSURANCE**

During the execution of the work, the site will remain under the sole legal and material responsibility of the Customer who undertakes to maintain his insurance policy with a first-rate insurance company, to communicate a copy of the contract to CONSO, and to declare to the said company the situation of the machine. The engine tests will be made by CONSO within the framework of the insurance contract of the good as subscribed by the customer.

**ARTICLE 10 - ATTRIBUTION OF JURISDICTION AND LANGUAGES**

The contractual relations between CONSO and the Customer are subject to French law.

These CGI are written in French. In the event that they are translated into one or more languages, only the French text will prevail in the event of a dispute.

Any dispute or litigation relating to the interventions of CONSO will be submitted to the Commercial Court "Tribunal de Commerce" of Nice to which it is expressly attributed jurisdiction.