

# GENERAL TERMS AND CONDITIONS OF SALE - EXPORT / Bol d'air Jacquier®

## GENERAL INFORMATION

By signing the pro forma invoice the Purchaser confirms that he/she has read and agreed to these general terms and conditions of sale without exception.

Any waiver from these terms and conditions will not be taken into consideration unless the vendor has given prior written consent.

The sales contract is considered valid only once express and unconditional acceptance has been confirmed by order receipt acknowledgement (Accusé Réception de Commande or ARC). Purchase orders are definitive and cannot be cancelled.

## OFFER

The conditions of the offer pertain exclusively to equipment and apparatus specified in the purchase order. The Purchaser can under no circumstances demand standards, specifications, requirements, regulations and uses to which HOLISTE® Laboratoire et Développement has not expressly agreed.

## OFFER VALIDITY

The period for which the offer is valid is indicated on the pro forma invoice.

## PACKAGING

Unless otherwise indicated, HOLISTE® Laboratoire et Développement is responsible for packaging in compliance with regulations and usage for road, maritime and air transportation. HOLISTE® Laboratoire et Développement is responsible for packaging under these circumstances only.

## DELIVERY

- Terms of delivery - INCOTERMS: Delivery will be made to the address indicated on the order receipt acknowledgement (ARC) and pro forma invoice.

Delivery terms relative to this offer refer to 2010 INCOTERMS. The INCOTERM specified on the pro forma invoice determines the precise moment and place of risk transfer to the Purchaser and apportion costs associated with delivery between the Vendor and the Purchaser. HOLISTE® Laboratoire et Développement declines all responsibility in the event of loss, theft or damage to the equipment once the goods have been delivered to the agreed point.

- **Delivery timescales:** Delivery timescales are estimated on the pro forma invoice and will be confirmed by email and/or telephone by the shipping department before shipment.

The order is considered firm and the delivery timescale begins once the following conditions have been met:

- All information necessary for carrying out the order and delivery has been communicated.

- All amounts due have been collected or guarantee of payment has been confirmed where this is the case.

- **Penalties:** The Purchaser may not claim damages and penalties in the event of potential delays in delivery.

## RECEIPT / RESPONSIBILITY

On delivery of packages, the recipient is responsible on the one hand for checking that packaging is intact and on the other, if packaging is damaged, for refusing delivery and establishing all the necessary observations with the transport company on delivery of the goods by unpacking them in their presence and informing HOLISTE® Laboratoire et Développement as soon as possible. Alternatively, the Purchaser has 2 weeks to unpack the goods and lodge a complaint with HOLISTE® with respect to visible defects or non-compliance of the product delivered, by means of registered letter with acknowledgement receipt or equivalent. In addition, HOLISTE® Laboratoire et Développement cannot be held responsible for delays in delivery in the event of force majeure or disasters

beyond the control of HOLISTE® such as war, epidemics, requisition, export ban, embargo, strikes, fire, natural disaster, flooding, cataclysm, interruption or delay in transport or supply of energy or raw materials etc... this list not being exhaustive. Delays due to a supplier cannot engage the responsibility of HOLISTE® Laboratoire et Développement.

## PRICE/MODES AND TERMS OF PAYMENT/INVOICING

- The prices indicated on the Purchase Order are the EX-WORKS prices on leaving Marcigny 71, France in EUROS; shipping fees, taxes and customs duties and expenses are additional.

The Purchaser will pay all necessary taxes, visas, customs formalities and consular fees upon entry to their country. Professionals with an intra community VAT number benefit from a tax-free rate. For export purposes, private customers are invoiced at the tax-free rate except for those residing in the European Community.

HOLISTE® reserves the right to change its prices at any time but undertakes to apply those in effect at the time of order.

- The price to be invoiced is stated on the pro forma invoice or order confirmation receipt. The total amount is due at the time of purchase unless otherwise indicated.

- Payment must be made in France in compliance with the payment conditions indicated on the pro forma invoice. All payments must be made in EUROS at the time of order and before shipping by credit or direct debit card, international transfer or Swift. In the event of nonconformity with these conditions, the order will not be taken into account.

HOLISTE® reserves the right to refuse orders from a customer with whom there is already litigation.

## GUARANTEE

The equipment is guaranteed for all production or design defects and flaws in raw materials or manufacturing processes for 2 years for the Bol d'air® Tonic / 3 years for the Bol d'air® Aero2 as from invoice date. The guarantee covers repairs, modifications and replacement of parts and apparatus recognised as deficient as soon as possible; there will be no additional transport, customs or potential taxes. HOLISTE® responsibility is limited to these specified obligations. HOLISTE® Laboratoire et Développement cannot be held accountable for compensating the Purchaser for any prejudice such as accidents or damage to equipment not covered by the contract, or shortfall in revenue. The guarantee is automatically invalidated if Purchasers undertake modifications or repairs to the apparatus on their own initiative without express agreement. This guarantee will not be valid in the event of misuse, inadequate storage conditions, improper use or negligence on the part of the customer, faulty electrical installation, unauthorised modification, normal wear and tear, damage resulting from force majeure or inflicted by a third party. Furthermore, the guarantee will be invalidated if the equipment is returned in inappropriate packaging (i.e. not the original packaging). Glassware is not covered by the terms of guarantee.

## INTELLECTUAL PROPERTY

All intellectual and industrial property rights including trademarks, designs and patents are the property of HOLISTE® Laboratoire et Développement.

## SALES CONTRACT LANGUAGE

The valid version of the offer and the current terms and conditions is drawn up in French (France) and in English for non-French speakers.

## APPLICABLE LAW - COMPETENT JURISDICTION - PROFESSIONALS

French legislation is applicable (this clause does not apply to private customers). Any dispute arising from interpretation of the present contract will be subject to negotiation between the two parties with a view to amicable settlement. If amicable settlement is not possible, litigation will be referred to the court in Mâcon, 71, France.

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