

GENERAL CONDITIONS OF SALE

1/ General

The present general conditions of sale are intended to govern the contractual relations between the company TECH POWER ELECTRONICS, whose head office is located at ZI Les Plaines 39570 COURLAOUX France, SAS [simplified joint stock company] with a capital of 160,000 euros, registered with the number 353 587 645 on the RCS [Companies Register] of Lons-le-Saunier, and its clients, in the context of its professional activity.

2/ Application and enforceability of the general conditions of sale

The present general conditions of sale are issued to each purchaser to enable them to place an order. A reminder is provided at the time of issue of the confirmation of receipt. In consequence, the fact of placing an order entails entire and unreserved adherence on the part of the purchaser to these general conditions of sale, which include, in particular a clause reserving title.

No special condition may therefore, without the formal written acceptance of the vendor, prevail against the present general conditions of sale.

Any contrary condition posited by the purchaser, in particular in any general conditions of purchase, shall therefore, in default of express acceptance, be unenforceable against the vendor, regardless of the time it is brought to the vendor's notice. The fact that the vendor may not at a given time opt to enforce or invoke any one or more of the present vendor's general conditions cannot be interpreted as equating to the renunciation of subsequently enforcing or invoking any of the said conditions.

3/ Orders

Only written purchase orders subject to confirmation of receipt by the vendor indicating prices and delivery times, shall constitute the special conditions modifying or supplementing the present general conditions.

Orders taken by the vendor's agents and representatives are only binding upon the vendor following written confirmation or dispatch. The vendor reserves the right to deliver 5% more or less than the quantity requested, in anticipation of manufacturing outputs.

4/ Modification of an order

The terms of orders sent to our company are irrevocable for the Client; and any request for modification originating from the client must be subject to written acceptance on our part. In this case, company shall no longer be bound by the deadlines originally agreed upon.

The non-utilisation of stocks of raw materials constituted by the vendor following an order opened, within a 3 months lead time, a modification to a product, a suspension or halting of production by the purchaser shall entail an invoice to the client.

5/ Delivery and transport

Goods are deemed to be sold as from the vendor's warehouses: dispatches are at the risks of recipients regardless of stipulations relating to payment of transport costs.

6/ Delivery lead times

Delivery times are provided as accurately as possible upon confirmation of the order sent out by the vendor. These lead times are given purely by way of indication and cannot constitute an undertaking on the part of the vendor. Any delays do not confer upon the purchaser any entitlement to cancel the sale, to refuse the goods, or to claim damages.

7/ Claims

In the case of any damage or anything lacking that may arise during transport, it is incumbent upon the recipient to exercise, as appropriate, any entitlement to claim against the carrier in accordance with Articles L133-3 of the code du commerce [French commercial law].

Claims concerning the quality of goods, excluding any transport dispute, must be made as soon as an apparent fault is determined, or at the latest, within eight days of delivery, where a fault is involved that is not immediately apparent.

Any goods liable to be returned to the vendor, must be subject to an application for return authorisation by email, letter or fax. Without the written agreement of the vendor, all goods will be refused by the 'goods in' department.

For goods considered to be and recognised as defective, the responsibility of the vendor cannot extend, in any case, beyond replacement or reimbursement for the defective delivery.

8/ Price - Conditions of payment

Prices are stated exclusive of taxes, ex-vendor's warehouse. Payment lead times are governed by application of Article L 441-6 of the Code du Commerce and the Loi de modernisation de l'économie [Law modernising the economy] (No. 2008-776 dated 4 August 2008). Their nature and amount and place of payment are specified in the special conditions. Payments in advance may be subject to a discount, the amount of which will be indicated, as appropriate, on invoices.

9/ Late payment or non-payment

Late payment or non-payment, of all or a part of an invoice, automatically entails, without notice, the requirement of payment of all invoices forthwith, even those not yet due, and entails the application of late payment penalties equal to three times the legal interest rate in force. A lump sum recovery indemnity for late payment, set at 40 €, shall be claimed from the client.

This delayed payment or non-payment shall automatically entail entitlement for our company to suspend all deliveries, to cancel to any current contract(s), without prejudice to any claim, with retention of advance payments received and retention of products, and the imposition of the requirement of advance cash payment or provision of additional guarantees over and above those that may have initially been provided for, as a condition for the fulfilment of any subsequent contracts.

10/ Clause reserving title of ownership

The vendor retains title of the ownership of goods sold until actual payment in full of the principal and any ancillary price. Acceptance of deliveries relating to these deliveries equates to acceptance of the present clause retaining title of ownership. Non-payment of any of the due amounts may lead to repossession of the goods.

These provisions present no obstacle to the transfer to the purchaser, upon delivery, of the risks of loss and deterioration of the goods sold as well as damage that may occur to them.

11/ Clause reserving title to intellectual property

Under no circumstances may the client dispose of studies carried out by the supplier, for its own account, or divulge them, without having expressly obtained intellectual property in them.

12/ Resolution of disputes

Any dispute relating to the formation or execution of agreements entered into between the purchaser and vendor, even in the case of interim measures, an incidental claim or multiple respondents, shall be governed exclusively by French law and shall be exclusively subject to the jurisdiction of the Tribunal de Commerce [Commercial Court] of Lons-le-Saunier, regardless of the modes of purchase or payments provided for.

