

TECHNOMARK GENERAL TERMS OF SALE

Article 1 - APPLICATION OF GENERAL TERMS OF SALE

The General Terms of Sale are systematically addressed to each buyer will allow to place purchase order. As a consequence, the fact of placing order implies the whole membership and without reserve of the buyer in these general terms of sale with the exception of all other documents which have only an indicative value (flyer, catalogue,...). No particular condition can, except formal and written acceptance of Technomark, prevail against the General Terms of Sale. The present terms will prevail over any possible condition of purchase of the buyer appearing on any order form or any other document. Any clause or opposite condition will be considered as null and void.

Article 2 - Acceptance

Any order placed by any client shall only be binding on Technomark after said order has been accepted by Technomark, and Technomark has issued an Order Acceptance to the client.

Any disagreement concerning the terms indicated in the Order Acceptance must be indicated within a period of 7 (Seven) days after dispatch of the Order Acceptance.

Article 3 – Order

Unless otherwise stipulated, the offers submitted by Technomark are actual only hanging thirty (30) days following their establishment. They cannot be considered on no account as neither firm or definitive nor commit Technomark, the order having validly passed only by an order form of the buyer identical to the offer and confirming it in all its elements (produced, price, quantity, deadline, etc. ...). Technomark is not responsible for delays, interruptions or difficulties met by the parts in their correspondences and communications (mails, faxes, e-mails, etc. ...).

Article 4 - CANCELLATION - MODIFICATION OF COMMAND

Any modification of order accepted by the Technomark will have to receive expressly and in writing the agreement of Technomark which reserves the right to see again the before given conditions. Without preliminary agreement, in writing of Technomark, no cancellation of order, even partial, will validly be made. In case of cancellation, this one will give rise to a compensation knowing that the paid deposit will remain acquired by Technomark.

Article 5 - Prices

Unless otherwise clearly indicated in special clauses of our Order Acceptation prices are indicated excluding all transport costs, all taxes, all insurance and all duties. All these transport costs, taxes, insurance and duties shall be incumbent to the client.

Article 6 - Availability

Technomark shall not be bound by any availability date on an Order Acceptance and no delay in such availability is sufficient reason for the client to either cancel the order, or request compensation from Technomark.

We reserve the right to deliver early deadline with regard to the wanted.

Article 7 - Warranty

Unless otherwise specified in any other written contract all our products are guaranteed for a period of 1 (one) year from the date of delivery when properly used and maintained and if correctly assembled and installed. The only obligation for Technomark under warranty consists of the replacement of any pieces that are recognised to be faulty except in the case of subcontracted manufactured units in which case that subcontractor's warranty will apply. Warranty does not extend to replacement or repair of parts subjected to normal wear and tear, nor in case of abnormal use, nor in the case of insufficient or incorrect maintenance. The use of the products in an inappropriate environment, excessive use, or the non respect of the prescribed usage techniques or connexions or maintenance as indicated in the manuals provided shall constitute an invalidation of the warranty terms. Technomark and the Distributor shall determine together the conditions of proper usage in case of disagreement by a Distributor's client concerning warranty conditions. In no case will repairs under warranty constitute a prolongation of the warranty period. Transportation charges and customs duties for the return of products under warranty shall be borne by the client. The costs of return to the client associated with installation of replacement parts under warranty shall be borne by Technomark on the basis of standard freight forwarding. For the return of goods, customs duties will be at the client's charge. Return of goods using Express delivery will incur extra charges which will have to be accepted by the purchaser by returning a written quotation acceptance before delivery.

Article 8 – Responsibility (Law 90.335 from May 12, 1980)

Technomark's responsibility is strictly limited to the obligations linked to the supply of products as described in our price lists and brochures. Technomark can be kept only in the refund of the defective material and it is true whatever is the nature or the importance of the defect or the adduced negligence. Technomark cannot be held responsible for any indirect or immaterial damages such as loss of earning, loss of profits or lost production, nor for contingent and speculative damages.

Article 9 - Law RGPD: Regulation General in the protection of personal data

Technomark applies the law 2016 / 679 / EU relative to the RGPD and may thus collect personal data concerning you during the treatment of your orders. These treatments are systematically made within the framework of the execution of a contract. The addressees of your personal data are the services in charge of the marketing, of the promotion and of the administration of sales. We preserve these data during all the duration of the contract, then for statistical purposes and of archiving. According to the applicable regulations regarding personal data protection, you have a right of access, rectification, opposition, limitation of the treatment of disappearance and portability of your data which you can exercise by e-mail at the address rgpd@technomark.fr; or by mail at the address: 1 Allée du Développement, 42 350 Talaudière by specifying your name, first name, address and by joining a copy both sides of your ID card. In case of non-answer on behalf of Technomark under a legal deadline of month, you can send a complaint with the CNIL (NATIONAL COMMISSION FOR INFORMATION TECHNOLOGY AND CIVIL LIBERTIES) or with quite different competent authority.

Article 10 - Transport/Delivery

All the goods are sent freight and packing in the responsibility and at the expense of the buyer (ex-works EXW) except particular conditions accepted by Technomark. The buyer supports all the risks and the dangers bound to the goods as from the delivery. From then on, he has to insure them and answers it exclusively. The buyer is responsible for verifying, in the delivery, the state of the goods. No recourse can be exercised against Technomark, the forwarder or the carrier, for losses, damage or damage undergone by the goods if reserves for visible deteriorations with reception were not formulated with the carrier, and if this constant having irrefutable probative value was not sent to the carrier or the forwarder for a maximum deadline of two (2) days with formal notification to Technomark for the same deadline.

Article 11 - Payment and Conditions of Payment

Unless otherwise specified in writing in any other contract or document all prices are indicated in Euros and are firm on the day of receipt of the order. If special conditions should apply these will be applied in accordance with local legislation.

Payment will be made according to the conditions stipulated in the Order Acceptation.

In case of partial delivery of the order, the undelivered balance cannot delay the payment of the delivered part.

Article 12 - Delays in Payment (EU Member Countries)

Any delay in payment will result in the application of the European directive 2011/7, making payable:

1/ Delay charges, determined pursuant the refinancing rate of the European Central Bank equal with three times the legal interest rate.

2/ A 40 Euros allowance for recovery charges,

By virtue of that directive when recovery charges are higher than the allowance, it will be within our right to ask for a justified complementary allowance.

Article 13 - Delays in payment (Other countries)

Any delay in payment will result in the application of interest charges on the basis of one and one half per cent (1.5%) per month which will be invoiced by Technomark to the client.

Article 14 - Ownership

Transfer of ownership from Technomark to the client shall not occur until total payment has been received including interest or any other unpaid debts to be paid by the client. In case of non-payment of products by the client or in case of doubt concerning the solvability of the client Technomark reserves the right to reclaim the products delivered or the monies received in the case of their resale. This right having been established as an integral part of these terms of sale any employee, agent or other person authorized by Technomark shall be authorized to enter the client's premises in order to obtain restitution. A bank draft that has not been credited to the vendor's account shall not be considered as payment in the case of litigation under this clause.

In spite of, the application of the clause of retention of title, the buyer is the guard of the sold material and supports all the risks and the dangers.

Article 15 - Complaints

Visible signs of deterioration must be specified on the delivery ticket at reception of the goods and copy sent to Technomark. All other complaints concerning goods delivered must be made to Technomark within seven (7) days of delivery. Beyond that period and without justification of visible signs of deterioration indicated on the delivery ticket no complaints may be considered.

The conditions of use of the goods and the software which are integrated are the ones stipulated on the documentations supplied by the Technomark. Technomark cannot be held responsible for possible harmful consequences which can result from a manipulation against the specifications of Technomark.

Article 16 - Laws governing disputes

These general sales conditions and any particular conditions applied after mutual consent to orders received shall be considered binding.

The parties shall try to settle all disputes concerning orders transmitted and delivered by private agreement

Unless otherwise specified in writing any unresolved dispute shall be submitted to the courts sitting in St Etienne, France. All parties accept personal jurisdiction of said courts.

All disputes will be settled under French Law