General

The prices and information provided in the catalogues, prospectuses and price lists are indicative only. The vendor reserves the right to modify them according to changes in dimensions or material of his machines, machines and machine components. The material illustrated on and described on his printed advertising material.

The goods supplied include solely and precisely the components as described in the contract, and acceptance of offers also assumes compliance with these conditions.

Even where a contract is a prior question or offer, the sales contract becomes effective only when the buyer has signed and accepted the contract, returned to the vendor. Any deposit paid remains the property of the vendor except in the case where an order is refused or the vendor is in breach of his obligations.

The weight and measurements on estimates or marketing material are given on account form the basis for any claim or price reductions when the equipment is sold as part of a package. In the case of weight or measurement, the prices charged are based on the weight or measurement supplied. On receipt of the order, the vendor supplies the installation and foundation designs for each appliance as required by all production design.

Dimensions for the foundation blocks are given for guidance only; installation of these blocks is the responsibility of the client. There is no charge account of variations dictated by local conditions.

Penalties for delays in delivery of any additional supplies must be specifically discussed between the manufacturer and the customer. Under no circumstances, additional supplies be prejudicial to the main order.

Studies and Plans

All plans, studies and documents provided or sent by the vendor of whatever nature always remain property of the vendor or the customer. They must be returned to him on request.

These supplies are free of charge if an order is subsequently placed for the products for which they order; otherwise the vendor must be reimbursed for the time spent and his travel expenses. The vendor retains in full all intellectual property rights to his plans, studies and documents unless otherwise specified on or executed without his written permission.

Delivery and Pricing

Unless otherwise stipulated, delivery is deemed to have taken place in the vendor’s factories or warehouses. Prices are net of tax for freight at the vendor’s factory or warehouse.

Delivery is made by one of the following ways: by road transport, by rail lines directly to the customer, by simple notification of readiness for collection, or by any other way agreed between the vendor and the customer.

Parties agree that in any additional supplies must be specifically discussed between the manufacturer and the customer. Under no circumstances, additional supplies be prejudicial to the main order.

Retention of Ownership

The vendor retains ownership of the goods sold until effective payment is made in full of the price and all other charges. Failure to make payment by the due date may result in the goods being reclaimed. Nevertheless, from the date of delivery, the vendor has no rights to repossess the goods, and the customer shall remain liable to him for the price already paid.

8.2 Duration and starting point of the guarantee

Unless specifically stated, the guarantee applies only to defects which become apparent in the first year of the guarantee period (the duration of the guarantee).

In all cases, if the equipment is used by several teams, this period is necessarily reduced by half.

The guarantee period runs from the day of acknowledgement of receipt of the order, as defined in section 3, paragraph 5 above.

If dispatch is postponed, the guarantee period is extended by the duration of the delay. If however this delay results from a cause outside the vendor’s control and which cannot be expected to be longer than nine months.

Replacement or renewed parts are guaranteed under the same terms and conditions as the original equipment, and for a new period equal to that defined in the paragraphs relevant to the type of work and equipment. This provision does not apply to other parts of the equipment whose guarantee period is only extended for a duration equal to the delay during which the equipment has been immobilised.

8.3 Buyer’s obligations

In order to benefit from the guarantee for repair work other than that it will be done properly.

10.2 Repairs

Unless expressly agreed otherwise, there is no guarantee for repair work other than that it will be done properly.

11. Disputes

Choosing a compromise or negotiating an agreement of any kind, is only to be made with the customer. If the contract is in breach of its obligations, the vendor reserves the right to make adjustments to the equipment where necessary to correct these obligations.

Works arising from guarantee obligations are in principle to be carried out in the vendor’s workshops, after the buyer has made payment of all the equipment or defective parts to be repaired or replaced.

However, in the case where due to the nature of the equipment, the repair must be carried out on site, the vendor covers the costs of the replacement, repair, excluding time spent on preliminary work or on any dismantling and re-assembling needed due to the way in which the equipment is used or installed and which affects components not included with the supplied equipment in question.

The costs of transporting the equipment or defective parts as well as the cost of returning the repaired or replaced equipment or parts are at the buyer’s expense, as are the travel return costs of the vendor’s costs where the repair is carried on site.

Parts replaced free of charge are returned to the vendor and revert to his ownership.

8.5 Damages - Interests

The vendor’s responsibility is strictly limited to the defined obligations and it is expressly agreed that the vendor shall have no liability or responsibility for any damage they may cause.

8.6 Defects with recourse under the guarantee

The vendor undertakes to remedy all operating results, the consequences of this com-

mitment must be covered by a special agreement between the parties. If these results are not achieved, in the absence of any specified penalties, these may not exceed a maximum total equal to 5% of the final price or the waste disposal value of the equipment or parts.

9. End-of-life processing of electronic and electrical appliances


The customer must therefore dispose of it at a waste recycling centre for electrical and electronic equipment. The user must also take care of the waste disposal of waste produced by his equipment. By disposing of these appliances correctly, the user contributes to ensuring that no waste is prejudicial to the environment or to human health.

When scrapping, comply with the current regulations concerning waste disposal in the country where the equipment is installed.