



GENERAL CONDITIONS OF SALE (Version 16/09/2013)

GENERAL INFORMATION

- 1/ These conditions of sale apply to materials and equipment intended for all third-party buyers and sold by MARINELEC.
- 2/ The contract of sale does not become effective until express acceptance of the order by MARINELEC in the form of an acknowledgement of receipt.
However, the customer may not use the fact of the absence of an acknowledgement of receipt as a justifiable basis for cancelling or changing the order unless with the express agreement of MARINELEC.
- 3/ The placement of any order implies unreserved acceptance of these general conditions of sale. Where these conditions fail to address a specific issue, the parties will refer to the trade conditions and accepted practices of the vendor, insofar as the latter conditions and practices do not contradict these general conditions of sale. These general conditions of sale will apply regardless of circumstances, and notwithstanding any contrary provision stated on customer orders or any general or special conditions applied by the buyer. Obligations applying to MARINELEC may relate only to the commitments contained in written order confirmations or contained in these general conditions.
- 4/ All verbal information or clarifications provided by MARINELEC departments must be confirmed in writing before they can become contractually binding.

SUPPLIES

- 1/ The specifications shown in our catalogues and printed publicity material are given purely for the purposes of information. We reserve the right to make any modification we see fit to our products and equipment in terms of shape, dimensions, appearance or materials, even subsequent to acceptance of orders, where such changes do not affect the essential characteristics of the items concerned.
- 2/ MARINELEC reserves the right to replace all or part of its supplies or services with supplies or services of equivalent or superior quality, even where they are obtained by the use of different means.
- 3/ Any change made to an order must be expressly accepted by MARINELEC, and may in no event constitute novation of the original contract.

DELIVERY (READINESS) AND TRANSFER OF RISK

- 1/ Effective delivery is made in our own workshops, and is notified solely by notice of readiness. Supply direct to the buyer or handover of the equipment to a carrier may take the place of such notice. This principle of delivery in our own workshops may in no event be departed from as a result of delivery practicalities (free on rail, carrier, postal system, domicile, etc.)
- 2/ The risks and liability relating to the equipment concerned are transferred to the buyer at the point of delivery.
- 3/ Delivery lead times are given purely for information purposes. They begin on the date of acknowledgement of receipt or receipt of deposit payment, unless otherwise agreed. The buyer will not insist on this deadline being extended without having previously advised MARINELEC in writing, and offered the latter a new and reasonable delivery date. MARINELEC will be discharged of all liability on the following counts:
 - In the event of force majeure, war, public disorder, lack of raw materials, restrictions on energy, labour dispute, failures or shortcomings attributable to MARINELEC suppliers or sub-contractors, personal accidents or accidental damage to equipment in the workshops of MARINELEC or those of its suppliers or sub-contractors, etc.
 - Where delays are attributable to the buyer, and especially where delays relate to late provision of information considered vital by MARINELEC.
 - Where the buyer fails to meet the conditions of payment.
- 4/ Delays occasioned by MARINELEC may in no event be used as a justification for cancelling an order. They may not form the basis for compensation unless and inasmuch as penalties exist for this purpose.
- 5/ The buyer must take possession of the equipment within 10 days of the notice of readiness. Beyond this period, the order will be legally cancelled without notice if MARINELEC sees fit, and without prejudice to any and all other damages that may be due to the latter. Where MARINELEC decides not to exercise this right, the agreed price will be increased by the cost of warehousing and storage at the continued risk of the buyer.

PACKAGING, CARRIAGE, INSURANCE AND CUSTOMS

- 1/ Our prices include standard packaging. Any request from the customer to provide types of packaging and/or carriage other than our standard services will attract an additional charge.
- 2/ Under no circumstances will packaging be returnable to MARINELEC.
- 3/ Unless agreed otherwise in the form of a special agreement, any insurance or handling required for on-site delivery will be charged to the consignee and at the latter's full liability. The consignee will be responsible for checking all deliveries on arrival and for taking any action required against the carriers.

COMPLAINTS

- 1/ All complaints must be made in writing and submitted to MARINELEC by registered post with acknowledgement of receipt within 15 days of the date of receipt of the delivery concerned. Complaints received later than this deadline may be forfeit.

RETURNS

- 1/ No goods may be returned to MARINELEC unless by formal prior agreement.
- 2/ Where such exceptional agreement is given, it will apply only to standard items, and in no event to any equipment manufactured to order. In any event, the liability and cost of such returns will lie with the buyer (which will be fully responsible for all loss, damage, packaging and carriage). The buyer must inform MARINELEC on the date of dispatch. On reception in the workshops of MARINELEC, returned goods are valued at their fair price, which is set to reflect their condition and take account of costs incurred by MARINELEC (testing, reconditioning and storage). These costs are estimated at a minimum of 10% of the value of the equipment, where the equipment concerned is in perfect condition and suitable for immediate reuse. The amount of valuation will then be credited in the form of a credit note, which in no circumstances may prejudice the immediate settlement by the customer of the full invoiced amount.
- 1/ Our prices are set on the basis of the economic conditions prevailing on the date of publication. They may be subject to change without notice and in accordance with the conditions. The prices invoiced are those applying at the time of delivery.

CONDITIONS OF PAYMENT

- 1/ Readiness of the equipment initiates the issue of an invoice and the obligation for payment.
- 2/ Subject to the minimum order requirements stated in the price lists (below which cash payment is required), and unless special order conditions have been agreed, payment is to be made net and without deduction within 30 days of the date of invoice.
- 3/ All payments for goods should be made to our head office.
- 4/ Where payment is not received by the due date, all sums payable by the buyer will become immediately and legally payable, even where these involve the creation of promissory notes, whether wholly or in part, and MARINELEC will be released from any obligation to deliver any further goods.
- 5/ Where a defaulting buyer fails to settle all outstanding amounts, all sales concluded and remaining unpaid will be legally cancelled 24 hours after receipt of a formal notice (*mise en demeure*) in which MARINELEC will have confirmed its intention to apply the conditions of this clause in respect of all items remaining outstanding.
- 6/ Where this is the case, the items sold will be deemed never to have left the ownership of MARINELEC, which may apply for a summary court order from the Commercial Court of QUIMPER, under which it will be entitled to reclaim the said items from wherever they may be located. For the purposes of applying this clause, any payments received will be allocated in the first instance to the cost of those goods that cannot be recovered in kind.
- 7/ Except in case of specific agreement, financial charges caused by the payment are due by the Client.
- 8/ The provisions set out above will be applied without prejudice to all other damages and interest to which MARINELEC may be entitled.

WARRANTY

- 1/ Throughout the warranty period, the liability of MARINELEC will be limited to the repair of any material defect or equipment manufacturing defect, with the onus on the customer to prove such defect or fault. This will include the repair and replacement free of charge of components agreed to be defective. Such components must be returned to MARINELEC, with the cost of carriage being met by the customer. These components will remain the property of MARINELEC.
- 2/ Limits: the warranty does not cover faults arising as a result of:
 - the normal wear experienced by machines or other equipment.
 - carriage, lack of proper supervision or maintenance, improper, excessive or exaggerated use of the equipment and, more generally, conditions of storage, operation or environment (chemical, atmospheric, electrical or other influences) that are inappropriate or were not specified by the buyer at the time of order.
 - incorrect handling or any failure by the customer to comply with connection and installation instructions.
 - acts of God or cases of force majeure.
- The warranty will not apply where lead seals have been removed or where modifications or additions have been made to the equipment by the customer or user without the express agreement of MARINELEC. Such infringements of warranty will negate any entitlement to damages or compensation.
- 3/ Warranty period:
The warranty period runs for 12 months from the date of readiness of the goods concerned. Any repair, modification or replacement of components during the warranty period will not have the effect of extending the equipment warranty period.

PRICES

RETENTION OF OWNERSHIP

- 1/ Regardless of their location, all products remain the property of MARINELEC until such time as the price charged has been paid in full, including any additional costs. For this purpose, payment includes the effective encashment of the sums due.
 - However, during the period between delivery and effective payment, the buyer accepts liability for any damage to these goods or any damage these goods may cause, regardless of circumstances and including damage caused during transit. It is therefore incumbent upon the buyer to make provision for such liability and put in place any insurance that may be required.
 - In the event that the buyer fails to comply with any agreed payment due date, the vendor, without prejudice to any of its rights, may use a registered letter with acknowledgement of receipt to demand the return of its goods at the expense and liability of the buyer. The latter will then be liable to pay the vendor for any loss of value, which the vendor may offset against any sums that would otherwise be repayable (particularly deposits or prepayments).
 - The buyer will ensure that equipment, products and goods supplied by the vendor and held in stock but not yet paid for can be identified at all times.
- Any catalogues, designs, documents and/or drawings supplied by the vendor remain the property of the latter in all circumstances.
 - They may not be communicated to third parties, nor copied and/or used without prior permission in writing. Failure to comply with this condition may result in criminal prosecution for infringement of copyright.

PENALTY CLAUSE

- 1/ In the event that the buyer fails to comply fully with its commitments, regardless of the nature of those commitments, the vendor may, at its own discretion, terminate the contract without further formal notice (*mise en demeure*) other than that required in the event of default or recovery of goods. The vendor may also pursue a claim for damages in respect of prejudice suffered. Under the terms of the penalty clause, the defaulting buyer will be immediately liable for a penalty equivalent to 15% of the total order value. Any normally-refundable prepayments and deposits paid will be offset against this penalty.

ADDITIONAL CONDITIONS APPLYING TO EQUIPMENT OR ASSEMBLIES PRODUCED TO SPECIFICATION.

The following special conditions apply in addition to the general conditions set out above:

SUPPLY:

- 1/ Quotations are prepared on the basis of the specifications supplied by the buyer, which must contain all the data required in order to ascertain the characteristics of the equipment to be produced, and more specifically:
 - required performance
 - installation and environmental conditions
 - operating conditions and any special maintenance considerations
 - frequency of use
 - type and conditions of any testing and commissioning procedures
 - reliability conditions and the methods used to measure the desired results
- 2/ The option period during which the MARINELEC quotation remains binding is 1 month from the date of quotation. Beyond this period, acceptance of the quotation must be based on confirmation of the conditions governing price and delivery lead time.
- 3/ The order placed with MARINELEC by the buyer must reflect the full quotation as submitted or, where this is not the case, specify the differences between the 2 documents. Any additions or discrepancies must be specifically accepted by MARINELEC, and may result in the review of certain of the initial conditions, particularly those relating to price and delivery lead time.
- 4/ Regardless of type, all designs and documents supplied by MARINELEC remain its permanent property, and must be returned on demand without the need for formal notice. Such designs and documents may in no event be communicated to third parties, used or copied without the written authorisation of MARINELEC, which reserves all rights of redress in the event of failure to comply with any one of the points set out above.
- 5/ As a general rule, the cost of such designs and documents is not invoiced. However, where the design work involved is complex, MARINELEC may propose a design contract. The corresponding work will then be invoiced, and the documents and drawings concerned will become the property of the buyer where this arrangement is expressly agreed.
- 6/ MARINELEC may, at its own discretion, cancel or terminate the agreement entered into with the buyer where the latter requests modifications to the specification, characteristics, drawings or acceptance conditions applying to the equipment after production work has begun.

DELIVERY

Where the order provides for late delivery penalties, these will apply only from the 4th week following expiry of the delivery period, and in no circumstances may the total amount of penalty exceed 0.5% per full week, up to a maximum of 5% of the workshop value of equipment yet to be delivered. Penalties will apply only where MARINELEC has been given formal notice to deliver on the planned day, where the delay is attributable solely to MARINELEC and where the delay has caused actual prejudice to the buyer.

TECHNICAL ASSISTANCE WITH COMMISSIONING

- 1/ Unless specifically stated otherwise, the prices quoted by MARINELEC exclude assembly, commissioning and any kits of spare parts.
- 2/ The cost of any work carried out on site by MARINELEC technicians, and the cost of power supplies, handling equipment, other equipment, materials and/or ingredients of any kind will be met in full and exclusively by the buyer. The buyer will also meet the cost of any joinery, forging, welding, drilling or other operations, as well as that of any production lost or rejected during the period taken to commission the equipment, resulting, for example, from the non-conformity of any products produced.
- 3/ The cost of any necessary adaptation of the equipment will be met by MARINELEC where the latter has failed to comply with the operating conditions and/or data specified in the order. However, where such adaptation is required due to lack of information, an error in the data provided, a change made to the previous requirements, location or environment, etc., then the cost of these adaptations and the time taken to make them will be invoiced to the buyer.
- 4/ Where work done on site by MARINELEC specialists is delayed for reasons beyond the control of the latter, then the corresponding waiting time will be invoiced to the buyer, together with any additional travel expenses imposed on these specialists as a result.

TESTING

Testing will always take place in the workshops of MARINELEC, and will be accepted as valid. Where the buyer requests testing to be carried out in locations other than those planned by MARINELEC, the tests will be conducted with the agreement of both parties, and at the expense of the buyer.

PRICES

The prices of those items of equipment ordered following quotation are, unless agreed otherwise, subject to revision on the basis of a revision formula adapted to reflect the nature of the equipment and specified in the specific conditions shown on the quotation.

CONDITIONS OF PAYMENT

Where a contract provides for successive deliveries or a delivery staged over time, deposit payments are payable either at the time of order or at the time of request for implementation of an item of equipment or tranche of equipment, or on the date set for such payment in the special conditions shown on the quotation or on receipt of the corresponding proforma invoice issued by MARINELEC. Deposit payments must be made by cheque or bill of exchange.

RETURNS

Where the equipment experiences a recognized problem during the warranty period, and following the formal agreement of MARINELEC, the equipment concerned should be returned at the expense of the buyer to MARINELEC for repair. Where the nature of the equipment precludes such return, the travel costs incurred in supplying the specialists required to repair the equipment on site will be invoiced to the buyer by MARINELEC.

WARRANTY

- 1/ Where MARINELEC incorporates into its supply components or devices not of its own manufacture, the scope and duration of warranty applying to those items will be those granted by their manufacturer or vendor.
- 2/ Where delivery is delayed for reasons outside the control of MARINELEC, the warranty period will be extended by the corresponding period of time.
However, such extension of warranty may not exceed 3 months in any event.
- 3/ Under no circumstances will MARINELEC accept responsibility for losses, personal accidents or accidents to equipment resulting from any failure of its supply, regardless of the origin of such failure.
- 4/ In any event, the liability of MARINELEC is strictly limited to its personnel and its own supplies.

LIMITED LIABILITY

If Marinelec is found liable due to a hidden defect in the products or materials it has shipped under this sales agreement, the maximum liability is limited, regardless of the cause of the damage and the consequences thereof. The Customer acknowledges that this essential provision is part of the equilibrium of the agreement. The maximum liability is set at X (5, 10 ...) times the amount of the sales invoice, up to a maximum of 500,000€ per event of any type, including 100,000€ for consequential damages such as operating losses and financial losses of any kind. The Customer expressly acknowledges that the maximum liability set forth above to compensate for major damages is perfectly reasonable and appropriate for this type of agreement.

SPECIAL CONDITIONS

These conditions may be modified or supplemented by special conditions applying to the techniques used in producing highly specialised products.

DISPUTES

In the event of dispute concerning the supply or payment for the supply, and regardless of the origin of that dispute, sole competency for legal resolution will lie with the Commercial Court sitting nearest to the head office of MARINELEC, even where third parties or multiple defendants are involved.