

1. GENERAL

These general conditions of sales apply, with the exception of specific conditions, for sales made both for export and in France by our company, hereinafter referred to as METRONELEC.

The information contained in METRONELEC's commercial documents can be changed at any time without notifying METRONELEC, taking into account the development of technology or the economic conditions.

2. CONCLUSION OF THE SALES AGREEMENT

METRONELEC is only bound by the obligations set out in its offer and in the confirmation of receipt of the order. If METRONELEC has set a deadline for accepting the offer, this is binding until this deadline has expired; if no deadline has been set, the offer can be revoked at any time by conveying the decision to the buyer.

Only after the order has been accepted in writing, through a confirmation of receipt of order from METRONELEC, are both parties bound to one another in the form of a sales contract.

3. RESPONSIBILITY

Our guarantee is limited to standard use of our products in the conditions that correspond to their technical properties and our storage and use conditions. When ordering the customer confirms having taken note of these conditions.

In the event of a defect in the goods sold or their deviation from the target condition, METRONELEC cannot accept responsibility beyond the free replacement of goods recognized by us as defective or non-conform.

METRONELEC's liability does not extend to indirect damage that the buyer may suffer from the consequences of non-compliance with the delivery, manufacturing defects or non-conformity.

4. PRICE

The price is "ex works", excluding taxes. The special packaging will be invoiced separately.

The prices are determined taking into account the economic and monetary conditions on the day of the offer and can be updated at any time depending on changes in economic and monetary conditions (e.g. metal prices).

The minimum order value is 80 € excluding tax and shipping costs. For every order of less than € 80, 30 € will be billed as administration costs.

5. DELIVERY PERIODS

The delivery times are given by METRONELEC approximately and begin with the date of the confirmation of receipt of the order. Except for special agreements that have been expressly accepted by METRONELEC, exceeding the delivery times can neither lead to cancellation of the order nor to compensation.

6. TRANSPORT / INSURANCE

METRONELEC takes care of the transport and insurance and charges the buyer for the transport and insurance costs.

7. CONDITIONS OF ACCEPTANCE OF DELIVERIES BY THE BUYER

7.1 The properties of the products are determined by METRONELEC in the latest version of the specifications, with the exception of the different versions that have been agreed in advance by METRONELEC and the buyer.

7.2 Any complaint about the compliance of the deliveries of the products with the above mentioned specifications must, in order to be admitted and to enable the application of the provisions of this paragraph and the following provisions, as indicated by the seller in the documents accompanying the delivery and in the absence other notices, to be drawn up within one month of the delivery date.

7.3 Insofar as the buyer's right has been established or recognized as such by METRONELEC, he undertakes to accept the return at his own expense and, depending on his choice, either the entire delivery or only the different products, subject, however, to the fact that the corresponding product is used for each different product test report enclosed and that the return is in the original packaging, complete and in good condition.

7.4 No goods can be returned without METRONELEC's prior written consent.

7.5 In the case of an accepted return, METRONELEC can, at its own option, either replace or repair the products it has recognized as defective or credit the customer with the price. Under no circumstances can the buyer use such a return to suspend any payments owed to the seller or to cancel a current order in whole or in part.

7.6 METRONELEC reserves the right to invoice at more or less 10% of the ordered quantity for an order.

8. PAYMENT TERMS

Invoices are to be paid within 45 days to the end of the month, 60 days from the invoice date or according to the payment modalities agreed between METRONELEC and the buyer in the order confirmation.

All service technology orders are payable 30 days at the end of the month.

In the event of any delay in payments after the due date, interest at the statutory rate increased by 50% will be charged, without the need to issue a reminder for delay in payment.

9. CONSEQUENCES OF NON-PAYMENT

In the event of non-payment on the due date, METRONELEC reserves the right, in addition to the above-mentioned default interest without warning or formalities, to impose the immediate payment of a delivery that has already been shipped, such as an installment payment agreed between the seller and the buyer, in which form whatsoever, of the total remaining amounts due.

In the event of a change in the customer's situation, such as payment default, the opening of collective proceedings, dissolution and in general with any event that can lead to a risk of payment default immediately or later in the period, METRONELEC reserves the right to cancel the shipping of any order and request payment by cashier's check prior to shipping.

10. RESERVATION OF TITLE

The goods sold remain the property of METRONELEC until the purchase price has been fully paid. Until that the payment has been made entirely, the goods are in the custody of the buyer, who bears the risk of damage or loss after delivery.

11. WARRANTY

Spare parts and consumables correspond to the drawings and specifications of the suppliers.

12- INDUSTRIAL AND / OR INTELLECTUAL PROPERTY RIGHT

The reuse of empty packaging that is subject to industrial and / or intellectual property rights is prohibited under threat of legal proceedings.

13. JURISDICTION AND APPLICABLE LAW

All disputes are submitted to the Versailles Commercial Court, which has exclusive jurisdiction, even in the event of multiple defendants or warranty claims. The applicable law is French law.

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