

Article I. General Conditions

Unless there is a specified signed written agreement these General Conditions of Sale (hereafter known as the «GCS») apply without restriction or exception to all sales of all products and services by our company (hereafter known as «DELMONT IMAGING»). Consequently, as of right any order invokes adherence to the GCS. If need be, these are supplemented by Special Conditions established by mutual agreement between DELMONT IMAGING and the client (hereafter known as the «SCS»). The GCS and the SCS cancel and replace all other documents issued by DELMONT IMAGING and any contrary stipulation figuring in the general purchase conditions of the client.

Article II. Orders

The client must place any order by sending a written order form. Any order will be considered as an irrevocable promise to purchase subject to the GCS. It will be the subject of written confirmation as soon as is possible. Any subsequent changes to the order required by the client and notified in writing to DELMONT IMAGING by the latter will only be taken into account if it is the subject of written acceptance by DELMONT IMAGING.

Article III. Technical clause

When the order is placed the client must check the specifications of the products ordered, that they are appropriate for its requirements and that they are compliant with its local legislation.

Article IV. Payment conditions

Any order must either be accompanied by payment or a payment guarantee must be supplied unless otherwise stipulated. In the case of the guarantee, invoices are payable within 10 days of acceptance of the order by DELMONT IMAGING. As a late payment penalty, any delay in payment will result in interest calculated on the basis of the European Central Bank refinancing rate in force on the payment date shown on the invoice, plus 10%, according to the wishes of DELMONT IMAGING after formal notice given to the client. This penalty will be charged as of right on any sum owed to DELMONT IMAGING by the client. Defaulting on payment of one deadline results in forfeiture of the term for any sums due, whatever the cause, by the client to DELMONT IMAGING and other companies in the DELMONT IMAGING, which is any company managed by DELMONT IMAGING (RCS 817 710 411) in the meaning of Article L. 233-3 of the French Commercial Code, without prejudice to the right of DELMONT IMAGING and these other companies to suspend or cancel any order in progress, after having sent the client a Special Delivery letter with proof of receipt. In the case of cancellation, 11% down payment made will be retained as a penalty clause.

Article V. Delivery - Timescales

Products are ready for delivery ex-factory in compliance with the incoterm «Ex-works» in force published by the International Chamber of Commerce. The delivery will be considered to be made as soon as the products are available in the agreed location and in accordance with the modalities agreed. Deliveries take place according to availability and in the order of the arrival of orders.

The delivery timescales are given as accurately as possible but are only for information. In no circumstances can exceeding the delivery timescale give rise to damages or interest or cancellation of the order. In the case of a force majeure, the delivery will be deferred accordingly. In particular, a force majeure is considered to be a strike, war, natural catastrophe, riot, fire, flood, machine breakage, delay or rupture in transport affecting DELMONT IMAGING.

Article VI. Transfer of risks - Claims

Our products travel at the risk and perils of the client who must check their condition on receipt. No claim for nonconformity will be accepted more than 3 days after delivery. Any possible damages, losses or delays must be notified to the carrier in accordance with the provisions applicable to transport.

Article VII. Conformity - Guarantee

DELMONT IMAGING guarantees the conformity of its products with their specifications, in view of their nature, for a period of one month from delivery, on condition that use, and storage is compliant unless otherwise agreed. As a material agreement, any defective products will give rise exclusively to replacement of these products by DELMONT IMAGING to the exclusion of any other guarantee or compensation. Any product returned must be in its original packaging, perfectly preserved and returned after prior agreement from DELMONT IMAGING. No guarantee will be honored if complete payment has not been made. DELMONT IMAGING does not guarantee that the products are appropriate for the particular uses of the client, unless a written explanation of its requirements was furnished when the order was placed and confirmed by DELMONT IMAGING.

Article VIII. Retention of title clause

The transfer of the title for the products sold takes place when payment of the price is received in total. The client is required to take out insurance covering the risks related to products delivered but unpaid. If payment is not made within the deadline, DELMONT IMAGING will have the right to claim immediate restitution of the unpaid products. Any delay in restitution carries as of right a penalty equal to 1% of the price of products kept improperly, per day of delay. If the client were to be the subject of collective proceedings, it will inform DELMONT IMAGING of this by Special Delivery letter with proof of receipt within fifteen days of pronouncement of the judgment noting the status of payment cessation, in order to enable DELMONT IMAGING to reclaim its products. To this effect, the client will ensure that identification of the products in its premises is always possible.

Article IX. Applicable law - Allocation of jurisdiction

Our sales are governed by French material law. Any dispute arising from a sale will be subject to the exclusive jurisdiction of the Marseilles courts (France).