

# TERMS AND CONDITIONS

## I. GENERAL POINTS

Information and prices brought to ours catalogues, prospectus, and price lists do not involve TIM SA. We reserve ourselves the right to bring any modification to disposition, form, size or material to our equipments, machines and items which appear on our documentations. We decline any responsibility for agreements contracted verbally, either by phone or telegram, if we had not confirm them in writing.

In the same way business dealt by our agents or representatives are valid and final only after acceptance and confirmation in writing by TIM SA. The sale agreement is valid only on the strict acceptance, by TIM SA, of the purchaser's order. If purchase conditions are opposite to our terms of sales, TIM SA conditions are the authentic.

## II. PRICES AND DELIVERY

Whatever is the equipment's destination and conditions of the sale, the delivery is carried out in our factories or our store. Our products are sold in our factory floor, even though carriage charge would be free. Afterwards equipments always travel at purchaser's own risk (damage, loss, robbery, etc. of the equipment partly or completely), even if the transport and the assembly of merchandise are carried out under the direction or support of supplier's employees.

In case of damage, loss, smashing, worsening or any delay during the transport of the merchandise, the recipient will have, in order to assert his rights, to express his claims before taking the material. Customer is fully responsible of damages that may result for not observing the essential formalities for the protection of his rights.

Dates of delivery are only given as a rough guide, and, except agreement, without any engagement from TIM SA, they are only running from the day necessary information for the execution of the production and first the down payment, if needed, are taken. We are relieved by rights of all engagement concerning dates of delivery:

- If payment conditions have not been observed by the purchaser
- In case of force majeure or events such as: lock-out, strike, epidemic, war, summons, fire, inundation, equipment accident, discard of important manufacture pieces, break or delay in transport and broadly speaking, any cause independent of our will which may obstruct the usual manufacture course.

## III. PROJECTS & RESEARCHES

Researches, plans and documents of any nature that we hand over or send, always remain our property. They cannot be passed on to third party, carried out or imitated without our written authorization. They have to be given back to us on simple request from TIM SA. In cases of the delivered equipment was manufactured or installed according to purchaser recommendations for his specific needs, we reserve our responsibility as for the good execution of the order if:

- The purchaser has not provided us with all the information and indications about the installation and the use of our equipment for his specific needs.
- The purchaser has not returned, covered with his signature or approval, the pre-project that we have submitted him.

## IV. PACKAGING

Packagings are always owed by the customer and are not taken back by TIM SA. If there are no indications concerning packaging, we prepare it while acting for the best interests of the customer.

## V. ASSEMBLY

Our prices are established ex works equipment and the assembly at customer's place is not included. When we make complete installations, assembly included, quotations and corresponding acknowledgements will mention: equipment assembled under our care. Purchaser remains always responsible for the transport. In every other cases assembly is not included.

## VI. PAYMENT CONDITIONS

Payments have to be made, except opposite specification, in European currency, at TIM SA, net and without any discount. Payments terms cannot be delayed under any pretext whatsoever, even litigious. In case of serious infringement of purchaser's funds, we reserve ourselves, before continuing the execution of orders and markets, to ask for guarantees that became necessary.

## VII. RESOLUTION

If the customer abandons his order, or if he does not come to withdraw it within the given time, the contract will be resolved by full rights and the deposit will remain acquired as compensation. We reserve ourselves the right to use the merchandise.

## VIII. PROPERTY RESERVE - LAW N°80.335.1205.80

Delivered merchandises remain our property until the full payment of their price. It is notably forbidden for the purchaser to resell or transform them. Handing bill or any title that create an obligation to pay does not constitute payments.

In case of seizure made by third party on these merchandises, the purchaser has to immediately inform the seller about it. Despite of the application of the clause of the property reserve hereby, the purchaser will bear the charge of the risks in case of loss or destruction, from the delivery of the merchandises and the insurance.

#### **IX. TRANSPORT, CUSTOMS, INSURANCE, ETC.**

Every operation of transport, insurance, customs, materials handling, brought down to work, are under the responsibility and are paid for, at purchaser's own risks. The decision to verify the deliveries at arrival and exercise, if any, resort against transporters, even if the delivery was carriage free, within 48 hours by written letter, is his. In case of the seller takes charge of the delivery, this ladder is carried out in owed carriage charge, with the lowest costs, except express request of the buyer, and under the full responsibility of this one in every case.

#### **X. GUARANTEE**

We guarantee the material of our construction for one year for the mechanical part and six months for the electric part, from date of dispatch, against any quality or construction defect. Our guarantee is strictly limited to our supply and presumes only the repair or the replacement with our choice of the parts found defective, the expenses of disassembling, back and forth transport, packing and reassembly being at the charge of the purchaser. The free replaced parts remain our property. For all foreign manufactured equipments we offer the guarantees given to us by our subcontractor's suppliers. The repair or the replacement of the parts during the period of guarantee cannot cause the extension of the guarantee.

The guarantee does apply neither to the replacement nor with repairs which would result from the fair wear and tear or chemical and mechanical influences: deteriorations or accidents coming from carelessness, defects of monitoring or maintenance and defective use of electric error of connection. Even momentary surge of the electrical network, shocks or falls causing damages on equipment, the penetration of foreign bodies are not falling to the supplier.

The guarantee is excluded in the case of a different use from what had been defined at the time of offer establishment (implantation, or products to be handled). It disappears immediately and completely if the customer modifies, repairs or makes the provided equipment repaired, without our approval. The fact of removing the serial numbers of origin of the apparatus also cancels this guarantee. The guarantee does not cover the value of the raw materials or end products which are directly or indirectly put in contact with the sold or lent equipment. It is the same for the trading loss as well as the sanitary consequences while rising. The respect of the conformity of the material delivered to the general and particular standards is at the charge of the user.

#### **XI. PURCHASER'S OBLIGATIONS**

To be able to summon the benefits of his arrangements, the purchaser has to advice the supplier by registered letter of any defect he attributes to the material and provides every explanation that may confirm these defects true within 15 days. The purchaser has to provide the supplier every opportunity to carry the defects' observation out and to sort them out. In addition, except express supplier's approval, the purchaser has to refrain himself to lead the repair or to make it carried out by a third party.

At the time the sale contract is signed, the purchaser is invited to acquaint himself of general terms of sales and particular insurance policies which include limits and exclusions of guarantees that TIM SA has subscribed. These documents are given to the purchaser on mere request of his side. In particular, it is the purchaser's responsibility to protect him with his insurance company from the risk of running loss that may occur due to running issue of the provided material, whatever is the cause.

#### **XII. PRICE REVISION**

In case of delayed delivery, we reserve ourselves the right to revise our prices, take into account of economic conditions modification.

#### **XIII. SPECIFIC CONTRACTS**

##### **Works to order**

In terms of works to order, the maker guarantees exclusively an execution complying with dimensions, tolerances and specifications that are indicated to him. When the maker has to provide the material, he is not only kept, in case of wrong or defective pieces, insofar as their numbers exceed tolerances, to replace these pieces free of charge, without being asked for damages. When material or pieces are provided by the customer, the maker, in case of wrong execution that is not due to the defect's pieces and the number of these ladders exceed tolerances, will be kept to, at customer's will, either to do a credit note corresponding to destructed pieces' price of order, or start the work over with the necessary material or pieces at the customer's disposal. Unless express notification on the contract, the takes responsibility for the loss or deterioration of the material or entrusted pieces, only if a serious breach of safety rules and haste normally required for this kind of work is observed.

##### **Repairs**

Except express opposite agreement, repair's operations do not give any other guarantee than a proper execution of these operations.

#### **XIV. JURISDICTION**

Every contestation about deliveries, payments, and other contractual obligations fall within the jurisdiction of Nanterre's courts, 92000 FRANCE, which is the place of jurisdiction whatever the costumer's registered address is.