



GENERAL CONDITIONS OF SALE RTO EUROCLEAN

Article 1: GENERAL

Any order placed with RTO EUROCLEAN implies acceptance by the Buyer of these general conditions of sale and waiver on its part of its own general conditions of purchase, including union conditions. This acceptance is deemed acquired if no reservation is expressed by the Buyer within 10 days.

The prices and information given in the catalogues, prospectuses and tariffs do not bind RTO EUROCLEAN, which reserves the right to make any changes.

RTO EUROCLEAN is only bound by the commitments that may be made by its representatives or employees subject to an agreement from RTO EUROCLEAN. This agreement will be confirmed by an acknowledgment of receipt of order sent to the Buyer subject to good references, and will be deemed acquired in the event of non-dispute on the part of RTO EUROCLEAN within 15 working days from receipt of the command. Any disagreement will be notified to the Buyer within the same timeframe. The sales contract is perfect only subject to acceptance by RTO EUROCLEAN of the Buyer's request.

Article 2: DELIVERY TIME

The deadlines are established according to the information brought to the attention of RTO EUROCLEAN on the day of the order.

Under no circumstances may a delay in delivery give rise to any compensation.

RTO EUROCLEAN is automatically released from any commitment relating to delivery times

- in the event that the payment conditions have not been respected by the Buyer
- in case of force majeure
- in case of shortage of raw material

Article 3: PRICE

The prices of RTO EUROCLEAN are established ex-factory, either in French francs excluding tax, or in EUROS excluding tax, or in foreign currency.

They may be revised in the event of a significant and sudden increase in the price of raw materials. The terms and conditions will be defined, where applicable, in the special conditions.

Article 4: TRANSPORT AND DELIVERY

Whatever the mode of transport, the shipment is made under the express responsibility of the seller.

All transport operations, insurance, customs, granting, handling, bringing to work are the responsibility and expense, risk and peril of the Buyer, who is responsible for checking shipments on arrival and exercise, if necessary, its recourse against the carriers.

In the event of delivery by RTO EUROCLEAN, the Purchaser is required to make his reservations upon delivery. These reservations will be recorded on the delivery note. Any subsequent complaint cannot be taken into consideration.

In the event of removal by the customer from RTO EUROCLEAN, the products are deemed to have been checked at the time of removal.

Under no circumstances can the removal of equipment by the Buyer be the subject of a transport credit.

Each delivery is accompanied by a delivery note detailing the products delivered. The Purchaser must notify RTO EUROCLEAN of the differences observed without delay.

In the absence of reservations, deliveries by RTO EUROCLEAN will be deemed to have been made at the time of receipt, correctly and in accordance with the delivery note.

Article 5: RETENTION OF OWNERSHIP AND PAYMENT

5.1 - Retention of title

The transfer of ownership of the thing sold is subject to payment by the Buyer of the price on the due date or on the due dates in accordance with the law of May 12, 1980. However, the risks are transferred upon delivery.

By express agreement, RTO EUROCLEAN sales contracts are always concluded under the subsequent condition of full payment by the Buyer on the due date or deadlines.

5.2 - Resale or use

The goods remain the property of the seller until full payment of their price. By way of simple tolerance, RTO EUROCLEAN authorizes, from now on, the Buyer to resell the designated goods provided that the Buyer pays upon resale, the full price remaining due, the corresponding sums being from present pledged to the benefit of RTO EUROCLEAN in accordance with article 2071 of the Civil Code, the Buyer becoming a simple depositary of the price.



5.3 - Payment

Payment is made according to the terms provided when ordering.

In the event of payment by accepted draft, the Buyer is required to return the acceptance within eight days of receipt of the corresponding invoice or statement. In the event of cash payment by check, the Buyer is required to make the payment upon receipt of invoice. In these cases, no other delivery can take place until the draft or check has been received by RTO EUROCLEAN.

Invoices for spare parts are to be paid according to the conditions stated on the invoice.

Invoices less than 500. € TTC payable cash and management fees 50.€ TTC.

In the event that payments are not made on the dates scheduled by the parties, RTO EUROCLEAN reserves the right to take back the thing delivered and, if it sees fit, and to terminate the contract. The costs of any kind related to this recovery operation will be borne by the Buyer.

Does not constitute a payment within the meaning of this provision, the draft remittance or any other document creating an obligation to pay.

Regardless of the agreements previously concluded, the sums remaining due become immediately payable in the event that one of the payments is not made on the fixed date.

A delay in payment of more than 8 (eight) days in relation to the fixed deadlines, or a cessation of payment in any form whatsoever, will result, regardless of the method of payment provided and without prior notice:

- the return of the equipment to RTO EUROCLEAN
- the right to keep the installments that have been paid, up to 40% of the sales price.
- the right of RTO EUROCLEAN to suspend the execution of other orders which could have been accepted, notwithstanding any damages.

The same delay will result, after prior formal notice by registered letter with acknowledgment of receipt remained unsuccessful within eight days:

- late payment interest at the rate of 1.5 times the legal interest rate in force on the amount including tax of the claim, from the contractual date of payment until the day of payment. In France, the invoicing of interest bears VAT at the rate in force.
- a contractual penalty of 12% of the amount including tax of the claim with a minimum of €500, in the event that the Buyer's default has forced RTO EUROCLEAN to initiate a pre-litigation procedure.
- invoicing of costs of any kind incurred by RTO EUROCLEAN or charged to it.

Article 6: GUARANTEES

6.1. Conditions of exercise of the guarantee. of the Purchaser will have forced RTO EUROCLEAN to initiate a pre-litigation procedure.

- invoicing of costs of any kind incurred by RTO EUROCLEAN or charged to it.

RTO EUROCLEAN products are guaranteed for twelve months from the date of commissioning by the user and only at the place of first delivery. The start-up date will be the one appearing on the warranty card or, failing that, will be the date of delivery of the machine to the final Buyer. The warranty is limited to the pure and simple replacement of parts recognized as defective by the RTO EUROCLEAN technical department.

The replacement, repair or adjustment of a defective part does not entail any extension of the term initially fixed for the duration of the guarantee. Electric equipment for level regulation and speed regulation are excluded from the warranty.

Any request for warranty must be accompanied by the defective part, and indicate the number of the machine as well as the date of commissioning.

Unless there is a proven hidden defect, wearing parts are excluded from the warranty. Any abnormal use of the equipment, modification made to the equipment by an unauthorized person intervening without the agreement of RTO EUROCLEAN, the use of spare parts not being original, entail the loss of the right to the guarantee.

To be able to invoke the benefit of these provisions, the Purchaser must notify RTO EUROCLEAN, without delay and in writing, of the defects which he attributes to the product and provide all justifications as to the reality of these. He must give the RTO EUROCLEAN Company every facility to proceed with the observation of these defects and to remedy them.

In all cases, the equipment sold by RTO EUROCLEAN is studied according to the parameters known to RTO EUROCLEAN on the day of the offers, and which are recalled in these offers. It is up to the Buyer to check them and to inform RTO EUROCLEAN in the event of an error, omission or misinterpretation of these parameters.



6.2. Sale of equipment on specifications.

RTO EUROCLEAN is only responsible for the conformity of its product with the specifications of its offers or its technical data sheets available on request.

The Buyer is always responsible for the choice of the product, the adequacy between the machine and the result expected by himself or his own customer. He is responsible for its proper use under the rules of the art and regulations. Under no circumstances does RTO EUROCLEAN have any obligation in terms of the final result. It is up to the reseller Buyer to advise his own customer on the proper use of the product. RTO EUROCLEAN is at the disposal of the reseller Buyer to help him in this task within the limits of his knowledge and experience.

6.3. Sale of complete installations

RTO EUROCLEAN's offers are made according to the information provided by the Buyer. The obligations of RTO EUROCLEAN are those which were accepted at the time of the order, according to the information brought to the attention of RTO EUROCLEAN at that time. A modification of the contractual parameters during use, outside the tolerances provided, cannot engage the responsibility of RTO EUROCLEAN.

6.4. Out-of-warranty intervention

Interventions and replacement of parts carried out out of warranty by the RTO EUROCLEAN after-sales service will be subject to an initial estimate. The technician's travel expenses are the responsibility of the buyer.

6.5. Force majeure.

RTO EUROCLEAN is released from its contractual obligations in the event of force majeure. Are contractually assimilated to force majeure and will constitute causes of extinction or suspension of the obligations of RTO EUROCLEAN without recourse of the Buyer, accidents of force majeure affecting the production and storage of RTO EUROCLEAN, total or partial stoppage of supply, failure of the transporter, fire, flood, machine breakdown, total or partial strike, administrative decisions, action by third parties, war and any external event likely to delay or to prevent or render economically exorbitant the performance of RTO EUROCLEAN's commitments.

6.6 Accompanying documents

All the accompanying documents (maintenance and user manuals, etc.) are attached to the delivery and their list appears on the delivery note. The Purchaser must notify RTO EUROCLEAN without delay in the event of a shortage; RTO EUROCLEAN undertakes to supply missing parts within 48 working hours. In the event of non-complaint on this count, all the documents will be deemed to have been delivered to the Buyer who must comply with them.

Article 7: EQUIPMENT ON DEPOSIT or ON DEMONSTRATION

The acceptance of the equipment by the depositary implies acceptance of the general conditions of sale of RTO EUROCLEAN, as well as the specific stipulations for depositing.

In addition to the stipulations of article 4 above, in the event of deposit of equipment by RTO EUROCLEAN, the depositary undertakes:

- to bear the return transport and handling costs incurred by the equipment concerned;
- take all measures for the proper conservation and maintenance of the equipment;

- do not take any part without the written authorization of RTO EUROCLEAN.
- to bear all the costs of repairing damage that the equipment may suffer during storage;
- return the said equipment to RTO EUROCLEAN on simple request from it, or the expiry of the period set during the deposit;
- not to alienate the material in any form whatsoever, without the prior written consent of RTO EUROCLEAN;
- insure the equipment deposited as "Entrusted Property" with a reputedly solvent insurance company and provide RTO EUROCLEAN with proof of this insurance upon request; this must be subscribed for an amount at least equal to the value of the equipment;

- subscribe for its own account any insurance that it deems useful in connection with the material deposited.

In the event of use for demonstration, the depositary is solely responsible for the conditions of the demonstration and the use of the machine. He may not, under any circumstances without the prior written authorization of RTO EUROCLEAN, use it for any purpose other than demonstration, nor entrust it to anyone for any purpose whatsoever.

If, at the end of the fixed deposit period, the equipment is not returned to RTO EUROCLEAN, the latter will have the possibility of taking it back or of invoicing it to the depositary. This invoicing will take place subject to the usual conditions of sale.

In the event of return of equipment in poor condition, RTO EUROCLEAN will carry out the necessary repairs at the depositary's expense. RTO EUROCLEAN will invoice the Custodian for such costs.



Article 8: Attachment mounting

8.1. When the equipment delivered gives rise to assembly, RTO EUROCLEAN is only responsible for its development and operation if the assembly is carried out by its personnel, or under its direction.

The special assembly and start-up conditions are stipulated at the end of each of our quotes, even in the event of an indication of a fixed price.

8.2. Are never included:

The connections, water, electricity, compressed air, the connections of the analyzer recorder measuring devices, etc... except stipulations.

Water flows, collectors and chimney ventilation ducts unless otherwise stipulated.

The provision of the handling means necessary for the installation and assembly of the devices (lifts, etc.).

Civil engineering works, drilling and filling of walls and slabs. Cutting and retouching of roof waterproofing, installation of headers, etc...

8.3. Are always the responsibility of the buyer, without this list being exhaustive?

The safety delimitation at the construction sites and the installation of scaffolding.

The provision of guarded or lockable premises for the storage of equipment, raw materials and tools.

The supply of electrical energy and compressed air.

Construction site lighting.

8.4 Inability to practice

The time lost by our fitters as a result of various work interruptions for which the buyer is responsible, will be invoiced according to our terms and conditions, including increases for overtime.

Article 9: INSURANCE AND RESPONSIBILITIES

9.1 Transfers of risk

If the assembly is carried out by RTO EUROCLEAN or a subcontractor of RTO EUROCLEAN, the transfer of risk takes place when the end of assembly report is signed.

If the assembly is not carried out by RTO EUROCLEAN or by a subcontractor of RTO EUROCLEAN, the transfer of risk takes place on the day of delivery.

9.2. Insurance

RTO EUROCLEAN is insured for all the usual risks of its activity and at the usual level of the profession. It provides its customers with valid certificates and warranty tables.

By express agreement, which is a substantial condition of the contract, the Buyer waives all recourse of any nature whatsoever beyond the guarantee limits of RTO EUROCLEAN.

Article 10: SPECIAL CONDITIONS

These general conditions of sale do not exclude the application of special conditions of sale.

Article 11: LAW AND JURISDICTION

French law applies to the sales of RTO EUROCLEAN as well as to the related agreements. The Buyer's orders are placed on the formal condition that in the event of disputes relating to the supplies and their payment, the Commercial Court of NANCY will have sole jurisdiction to the exclusion of any other jurisdiction designated by the Buyer even in the event of multiple defendants.

All documents must be written in French.

S.A.S.U. RTO EUROCLEAN capital 200 000, 00€

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D-U-N-S n°262861998 *(TVA payée sur les encaissements)*

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