

General Sales Conditions (GSC) SOCOMATE

CGV 2.1.4

ARTICLE 1 – GENERAL

- 1.1 These General Sales Conditions (GSC) are systematically sent or given to each buyer to enable him to place an order. They constitute the sole and entire agreement between the seller and the buyer and are decisive for the consent of the seller.
- 1.2 These GSC are only intended for professional buyers, to the exclusion of any consumer or non-professional user.
- 1.3 Any order automatically implies acceptance of these GSC and, where applicable, the special conditions specified at the time of the order.
- 1.4 These GSC shall prevail over any purchaser's condition of purchase appearing on any purchase order or any other document. Any clause or condition to the contrary will be considered void.
- 1.5 Any addition, modification, waiver or special condition to these GSC, regardless of their scope or nature, must be accepted expressly and in advance in writing by the seller.
- 1.6 Only qualified representatives of the seller can create obligations for him.
- 1.7 Any order between the buyer and the seller is not transferable, except with the express, prior and written agreement of the seller.

ARTICLE 2 – ORDERS

- 2.1 Unless otherwise stipulated, offers made by the seller are only effective for ninety (90) days following their establishment. They can in no way be considered as firm or definitive nor commit the seller, the order being validly placed only by an order form from the buyer identical to the offer and confirming it in all its elements (item, price, quantity, delivery time etc.).
- 2.2 In the event of an order from a buyer without a prior offer from the seller, the order is validly placed only after acceptance by the seller confirming it in all its elements (item, price, quantity, delivery time, etc.).
- 2.3 Any order is only offered or accepted subject to the express and decisive reservations of the availability of stocks and production and, for prices and deadlines, of the provisions provided for in Articles 4 and 5 of these GSC.
- 2.4 In the event of conflicting or contradictory statements between any document of the seller and the buyer, the documents of the seller will take precedence and any order will be considered as placed on the conditions of the seller.

ARTICLE 3 – CANCELLATION – MODIFICATION OF ORDERS

- 3.1 Any order modification accepted by the seller must receive the express written consent of the seller, who reserves the right to review the conditions previously granted.
 - 3.2 Without the seller's prior, express and written agreement, no order cancellation, even partial, will be validly carried out.
- In the event of cancellation, this will give rise to compensation from the seller; in any case the deposit paid will remain with the seller.

ARTICLE 4 – PRICE – PRICE VARIATION

- 4.1 The prices indicated on the price lists, tariffs or any other document have only an indicative value, as being established on the basis of the economic and tax conditions in force as well as the prices communicated by the manufacturers.
- 4.2 Consequently, if these economic conditions change (duties and taxes, exchange rates, value of raw materials, etc.) or if the manufacturers impose a change in the price, the prices invoiced are likely to vary in accordance with the legally authorized methods.
- 4.3 Prices are exclusive of tax, transport and insurance costs, for quantities corresponding to the conditioning or packaging units mentioned in our catalogs and price lists or any other document.
- 4.4 The provisions referred to in Articles 4.1 and 4.2 will not apply if the seller indicates "firm and final prices".

ARTICLE 5 – DELIVERY TIMES

- 5.1 It is expressly agreed that delivery times are in no way strict deadlines and that failure to comply with them cannot result in the cancellation of the order, or the application of penalties or any compensation.
- 5.2 We reserve the right to deliver ahead of the requested deadline.
- 5.3 Consequently, the delivery times mentioned on any document from the seller are only given as an indication.

ARTICLE 6 – TRANSPORT – DELIVERY – COSTS – TRANSFER OF RISKS

- 6.1 All goods are sent by carrier at the expense of the buyer (ex-works EXW CRECY LA CHAPELLE, FRANCE).
 - 6.2 Any customs operation, granting, handling and insurance, if applicable, outside the seller's factory or warehouse are at the expense and expense of the buyer.
 - 6.3 The buyer bears all the risks and perils associated with the goods from the time of delivery. Therefore, he must insure them and is exclusively responsible for them.
 - 6.4 The buyer or any person he has replaced is responsible for checking the condition of the goods upon delivery.
- No recourse may be exercised against the seller, the freight forwarder or the carrier, for loss, damage or damage suffered by the goods if the reservations for deterioration visible on receipt have not been made to the carrier, and if this finding having force irrefutable evidence has not been sent to the carrier or freight forwarder within a maximum period of two (2) days with formal notification to the seller within the same period.
- 6.5 These clauses are applicable between the parties regardless of the mode of transport chosen: land, sea, river, air, postal etc.

ARTICLE 7 – RETURN OF GOODS

- 7.1 No goods may be returned without the prior, express and written consent of the seller. A return can only be made on goods that have not undergone any modification or alteration, in the original packaging or packaging and with all the documents relating to these goods.
- 7.2 Returns are made exclusively at the expense and expense and risk of the buyer. No recourse may be exercised against the seller for any loss, theft, deterioration or any cause of returned goods. The seller issues upon receipt of the returned goods a credit note based on their value on the day of receipt.

ARTICLE 8 – PAYMENT CONDITIONS

- 8.1 For any buyer who does not have an open account with the seller, payment is due upon ordering.
- 8.2 Except for specific conditions stipulated in writing on the invoice, the goods are payable upon receipt of the invoice.
- 8.3 Payment of the price is made exclusively to the domicile of the seller and in Euros.
- 8.4 Once paid by the buyer, down payment or deposit are non-refundable.

ARTICLE 9 – WARRANTY AND LIMITATION OF LIABILITY

- 9.1 The warranty conditions are those stipulated in the seller's offer in any case, the warranty cannot cover cases of damage which are not directly attributed to normal use of the equipment (shocks, maneuvering errors, modifications not provided for or not authorized by the seller, defect of monitoring, maintenance or storage, non-compliance with the instructions for use and the rules of the art, repairs by a third party not authorized by the seller etc..).
- 9.2 Any repaired component has a 3 months warranty period if not within the original warranty period stipulated in the seller's offer.

ARTICLE 10 – AVAILABILITY OS SYSTEM COMPONENTS

- 10.1 The Seller guarantees the availability of system components for a period of 10 years from the date of product delivery to the customer, in accordance with the conditions stated herein.
- 10.2 The Seller undertakes to provide all necessary components for the proper functioning of the system during the warranty period specified in Article 10.1. In the event of a component failure, the Seller will make every effort to provide a replacement part in a timely manner.
- 10.3 Despite the Seller's efforts to ensure the availability of components during the warranty period, it is possible that a supplier of the Seller may cease production or supply of a necessary component for the system.
- 10.3.1 In such a case, the Seller cannot be held responsible for the unavailability of the affected component. However, the Seller agrees to inform the Buyer of the unavailability and propose an alternative solution whenever possible.
- 10.4. Force Majeure: Neither the Seller nor the Buyer shall be held liable for any delay or failure to perform their obligations arising from these general terms and conditions, if such delay or failure is caused by a force majeure event as defined by law.

ARTICLE 11 – LIMITATION OF USAGE

- 11.1 OCTG pipes inspection related to Oil & Gas industry, the use of FFAST technology is prohibited. Contact us for more information.
- 11.2 On-track rail inspection using FFAST technology in China market is limited. Contact us for more information.

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