

CCI-EUROLAM

Sales terms

These conditions shall form part of every contract of sale entered into with us unless excluded or varied with our written consent. By placing an order at CCI Eurolam the buyer implicitly accepts the conditions of sales here after.

1. Acceptance:

Orders will be considered as accepted only after written confirmation is sent by CCI Eurolam. Cancellation will not normally be permitted by CCI Eurolam less than 15 days before the delivery date. If cancellation is permitted, it will be at CCI Eurolam's sole discretion and in exceptional circumstances and will only be agreed to on the basis that all expenses incurred by CCI Eurolam up to the time of cancellation will be reimbursed by the Buyer.

2. Prices:

Prices of goods quoted are ex-works and exclusive of packing, freight, postage, insurance, port rates, offloading and other costs unless expressly specified to the contrary.

Prices do not include VAT. Please note that if the order is less than €150 net in value, there will be a €50 administrative charge payable. All prices and charges are subject to revision at any time in the event of any increase in costs caused by circumstances beyond our control and we reserve the right to revise prices and charge for goods affected by the increase and remaining to be dispatched. CCI Eurolam's quotations are costed out on the assumption that the works detailed therein will be accepted "in whole", the result being that the prices quoted are therefore subject to a re-costing if accepted "in part" only by the Buyer.

3. Documentation:

CCI Eurolam will try to keep the buyer informed of changes in his range of products. However catalogues or other marketing documents are subject to change without notice. CCI Eurolam can't be held responsible for products which no longer exist or no longer part of CCI Eurolam offering.

4. Shipping:

All goods sent by CCI Eurolam Ex-Works are at the risks of the receiver. We recommend you to check the goods at arrival. In case of damage, wrong delivery address or loss, only the carrier will be held responsible. We allow ourselves to adjust the quantity by +/- 10% depending on production yield.

5. Payment:

New Customers must pay in full in advance for their first order. To open a credit line at CCI Eurolam, the buyer must fill the open request document and return it signed at CCI Eurolam.

Payment of the balance will be due in full within 30 (thirty) days of the end of the month in which the Goods are dispatched. Payment terms may vary by mutual written agreement between the Buyer and CCI Eurolam, or as stipulated on the face of the Purchase Order.

If the Buyer fails to pay the Price for the Goods within the conditions agreed with CCI Eurolam or becomes insolvent or Bankrupt or (being a Company) makes an arrangement with its creditors or has an administrative receiver appointed or commences to be wound up or is subject to the threat of the same, CCI Eurolam may, without prejudice to any other of its rights terminate the Contract forthwith or change the sales and payment conditions by notice to the Buyer.

A credit charge pursuant to the Late Payment of Commercial Debts (Interest) will be made monthly on any invoice amount not paid by the due date. We reserve the right to vary the rate of interest charged.

6. Delivery date:

If arrangements are made by CCI Eurolam to deliver the Goods, any dates provided for the dispatch of the Goods are approximate business estimates only and given in good faith by CCI Eurolam. Delivery dates are not guaranteed by CCI Eurolam in any way and CCI Eurolam shall not be liable for any consequential loss of the Buyer caused by late delivery.

7. Property of goods:

The Goods shall be at the Buyer's risk as from delivery. The Buyer shall insure and keep insured the Goods to the full Price against "all risks" to the reasonable satisfaction of CCI Eurolam, and shall, whenever requested by CCI Eurolam, produce a copy of the policy

of insurance. In spite of delivery having been made, property in the Goods shall not pass from CCI Eurolam until the Buyer shall have paid the Price plus VAT in full; and no other sums whatsoever shall be due from the Buyer to CCI Eurolam. Notwithstanding that the Goods (or any of them) remain the property of CCI Eurolam, the Buyer may sell or use the Goods in the ordinary course of the Buyer's business at full market value for the account of CCI Eurolam. Any such sale or dealing shall be a sale or use of CCI Eurolam's property by the Buyer on the Buyer's own behalf and the Buyer shall deal as principal when making such sales or dealings. Until property in the Goods passes from CCI Eurolam, the entire proceeds of sale or otherwise of the Goods shall be held on trust for CCI Eurolam and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as CCI Eurolam's money. CCI Eurolam shall be entitled to recover the Price (plus VAT) notwithstanding that property in any of the Goods has not passed from CCI Eurolam. The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of CCI Eurolam. Without prejudice to the other rights of CCI Eurolam, if the Buyer does so, all sums whatever owing by the Buyer to CCI Eurolam shall forthwith become due and payable.

8.2 Warranty:

In order to use the warranty, the Buyer must make his claim within 8 days of the Goods being used. In any event, no claim will be accepted 2 months from the date of delivery.

Information provided by CCI Eurolam concerning the product usage or processing are believed to be accurate and are offered in good faith for the benefit of the consumer but is not binding and is provided without making any representation or warranty, expressed or implied, and without any liability. In as much as CCI Eurolam has no control over the use to which others may put the material, each user of the material is not released of making his own tests to determine the material's suitability for his own particular use. Statements concerning possible or suggested uses of the materials are not to be construed as constituting a license under any CCI Eurolam patent or application covering such use or as recommendations for use of such materials in the infringement of any patent. Our warranty is limited to our own specification as well as our supplier specification. We receive and transfer the claims to our supplier. In case of manufacturing defect the warranty is limited to the value of the Goods sold by CCI Eurolam and not to final or in-process product.

8.3 Responsibility:

Under no circumstances, CCI Eurolam can be held responsible for damages other than the value of the goods sent.

The Seller will not be responsible for the future or present behaviour of the Goods such as deterioration, cleanability or damage or any indirect loss suffered by the Buyer. The maximum aggregate liability of the seller in respect of claims for breach of warranty shall be limited to an overall aggregate amount equal to 10, 000 Euros.

9. Trial:

On demand, some instruments can be sent for trial. They have to be returned under one month in perfect shape, packaging and will all accessories. If not done after one month, they will be considered as purchased and will be invoiced based on standard conditions.

10. Specific conditions:

To these general conditions, specific conditions can be added. In case of discrepancy or dispute the sales and purchase of the goods shall be subject to, and construed in accordance with French law.

11. Salvatory clause:

Should one clause of these conditions become invalid or void, it has no influence on the validity of the other regulations. The parties are obliged to substitute this invalid or void regulation to a valid arrangement. This new one should come as close as possible to the old one with regards to commercial aspects.