

# STATICE TEMPERING – GENERAL SALES CONDITIONS – CHOCOLATE MAKERS

## DEFINITIONS

- « **PRODUCT(S)** » : refers to all the devices designed for craft chocolate makers and sold by STATICE TEMPERING.
- « **PROVISION OF SERVICES** » : refers to all the services provided by the company STATICE TEMPERING which enable the Products to be calibrated before sale.
- « **BUYERS** » : refers to all the craft chocolate makers who produce their own chocolates to be related to end-consumers.

## L. AREA COVERED and FORMATION OF THE CONTRACT

In accordance with article L 441-6 of the French Trade Code (Code du commerce), these General Sales Conditions set out the basis of the sales relations between the parties. They shall apply, without any restrictions or reserves, to all the sales agreed upon between STATICE TEMPERING and Buyers of the same category, regardless of the clauses which may appear on the Buyer's own documents concerning, notably, their general buying conditions. These General Sales Conditions govern all contracts (hereafter designated contract(s) or order(s) between the Parties), unless special conditions, riders or modifications are made to these General Sales Conditions by express, written agreement between the parties in the event of a special order.

In accordance with current regulations, these General Sales Conditions shall be automatically communicated, on request, to any Buyer in order to enable them to place orders with STATICE TEMPERING.

Placing an order for Products and Services implies that the Buyer agrees to accept and abide by these General Sales Conditions.

Information printed in STATICE TEMPERING catalogues, prospectus and price lists are merely indicative and are liable to be modified at any moment. STATICE TEMPERING reserves the right to modify these whenever it is deemed necessary.

Orders must be placed in writing by means of an order form duly signed by the Buyer. The Buyer's order must be expressly accepted, in writing, by STATICE TEMPERING for it to be deemed firm.

No cancellations, even partial, shall be made without the express permission of STATICE TEMPERING. In the event of cancellation, the latter reserves the right to claim for damages in addition to the payment for all goods already shipped and all work already carried out. A unilateral cancellation by the Buyer, whether total or partial, constitutes a breach of contract and the latter is liable to pay compensation to STATICE TEMPERING for any expenses incurred. Furthermore, any down payment already received by STATICE TEMPERING concerning a cancelled order will be retained and will under no circumstances be refunded to the Buyer.

Unless otherwise clearly stated in the offer by STATICE TEMPERING, offers are firm and irrevocable for a period of 1 month starting from the date of issue. After this period the offer is no longer legally binding, unless expressly agreed to by STATICE TEMPERING, in writing.

## 2. PRICES OF PRODUCTS AND PROVISION OF SERVICES – PAYMENT TERMS AND DELAYS

Unless otherwise stipulated, the prices of products and services are invoiced according to the current rates applicable on the date when an order is placed. Any additional work, not initially planned for, will be invoiced separately.

Orders placed by the Buyer will be confirmed in writing by STATICE TEMPERING. The confirmation will stipulate the amount of the order and the expected date of delivery.

Products are to be paid for in full, in one instalment, within 15 days of receiving the order confirmation from STATICE TEMPERING. STATICE TEMPERING will withhold delivery of the Products ordered by the Buyer if the latter fails to pay for them according to the terms and conditions mentioned above.

Unless otherwise stipulated, payments for invoices must be sent to STATICE TEMPERING's H.O. Payment is complete only when the whole amount has been received.

Any outstanding sums of money not paid before an agreed deadline will automatically incur late penalty fees charged at a rate equivalent to 3 times the current legal interest rate. Furthermore, in accordance with article L 441-6 of the French Trade Code, in addition to the late penalty fees, an additional flat rate penalty of 40€ is payable. The payment of the aforementioned late penalty fees does not exempt the company from possible further penalty fees linked to their failure to pay on time.

## 3. DELIVERY/TRANSPORT AND PASSING OF RISKS

Delivery: Delivery deadlines take effect as from the date when STATICE TEMPERING has received full payment of the order. Delivery deadlines end as soon as the ordered Products have been delivered to the Buyer and an invoice (stipulating payment has been made) and a delivery note have been handed over. In case of Services, a formal certificate attesting to the completion of the work ordered by the Buyer will be signed.

Deadlines are non-binding. STATICE TEMPERING shall do its utmost to meet deadlines, but delays do not entitle the Buyer, in any circumstances, to cancel the order, to refuse the Products or to claim for compensation.

Transport and passing of risks: Unless otherwise stipulated by the Buyer, STATICE TEMPERING will choose the most convenient means of transport to deliver the Products. Delivery is at the Customer's expense.

The risks linked to loss or damage of the Products will be passed on to the Buyer on delivery and receipt of the said Products, whether or not ownership of the Products has been transferred, and whatever the date of order or payment.

The buyer hereby accepts that delivery is carried out by a transporter and that STATICE TEMPERING is no longer legally liable for the ordered Products once they have been handed over to the Transporter, who deems there are no defects.

Therefore, the Buyer cannot claim for compensation from STATICE TEMPERING should there be a problem with delivery or should the Products be damaged during transport or unloading.

## 4. OWNERSHIP

Until the Buyer has paid for the Products in full, STATICE TEMPERING retains ownership rights over the sold Products and are therefore entitled to re-take possession of the said Products. Any down payments already paid by the Buyer shall be retained by STATICE TEMPERING as compensation but without prejudice to further damages which it may seek by taking out further legal proceedings.

## 5. SUPPLIER'S LIABILITY – GUARANTEE

Products delivered by STATICE TEMPERING come with a formal 2-year guarantee which takes effect from the date of delivery. The guarantee covers issues linked to the non-conformity of the products ordered, hidden defects due to the material used or to faulty design or manufacturing which renders the Products unfit for use. The 2-year guarantee does not however cover detachable temperature probes, for which the cover is limited to 1 year from the date of delivery.

The Buyer must notify STATICE TEMPERING of any non-conformities concerning the order and demand that they take corrective action:

- within 10 days of delivery for visible defects and non-conformities
- within 2 months of finding for other non-conformities and hidden defects.

Beyond these deadlines no claims can be placed and the guarantee will become null and void. Furthermore, any modifications carried out by the Buyer without STATICE TEMPERING's prior agreement, concerning methods or costs, will render the guarantee null and void.

## What is not covered by the Product guarantee:

1) The Buyer is hereby informed that machines sold by STATICE TEMPERING are calibrated in the factory but that it is the Buyer's responsibility to regularly check calibration in order to ensure quality results over time. It is up to the Buyer alone to determine how often to carry out these checks. The Buyer is informed that it is possible to take out a calibration maintenance contract with STATICE TEMPERING, on demand. Consequently, damage to the Product or faulty readings due to incorrect calibration are not covered by the guarantee and are not liable to compensation.

2) The Buyer is also hereby informed that certain Products are fitted with air filters which need to be cleaned and maintained regularly. The Buyer is hereby informed that it is possible to take out an air filter maintenance contract with STATICE TEMPERING. Consequently, damage to the Product or faulty readings due to insufficient cleaning and/or air filter maintenance are not covered by the guarantee and are not liable to compensation.

3) Guarantees do not cover Products which are not properly stored, used in an inappropriate way, used beyond recommended capacity, used for other purposes for which they were not designed, modified or cleaned with inappropriate products. The guarantee does not cover the products for normal wear and tear, scratches or damage due to knocks or incidents. Neither does the guarantee cover problems linked to force majeure, those caused by the Buyer not complying with the indications set out in the instructions manual, or if products are stored or used in the open air.

The guarantee limits the seller's liability to either exchanging, or repairing or refunding faulty products. It is STATICE TEMPERING's sole decision to choose which method. No other compensation or damages can be claimed. STATICE TEMPERING will exchange, or have exchanged, any products or parts which are guaranteed and are considered to be faulty. This guarantee also includes cover for labour costs. When a defective part or product is exchanged the duration of the guarantee fixed above is not prolonged. The warranty does not apply to a device that has been disassembled, even partially.

## Liability:

STATICE TEMPERING cannot be held liable for any direct or indirect damage which the Buyer may incur while the Product is being installed or which is linked to a defect in the Product other than those which are explicitly mentioned in these Guarantee conditions. Hence, the Buyer guarantees STATICE TEMPERING against any legal action taken out buy a third party. Whatever the issue, STATICE TEMPERING's liability shall not exceed 50% of the total amount of the order placed by the Buyer.

## 6. INTELLECTUAL PROPERTY

STATICE TEMPERING retain all the industrial and intellectual property rights linked to the Products, photos and technical documentation. These may not be communicated to third parties or used without written permission.

## 7. FORCE MAJEURE

As specified in the French Civil Code, article 1218, in cases of force majeure, the Parties shall not be held responsible for a failing to comply with contract provisions set out in this agreement or for missing deadlines.

## 8. ARBITRATION / GOVERNING LAW

With regard to any legal disputes resulting from this agreement concerning its validity, its interpretation, its implementation, its termination and its consequences, competence is expressly attributed to the Trade Tribunal (Tribunal de commerce) to which STATICE TEMPERING's Head Offices is assigned. This agreement was drawn up specifically for the two contracting parties and these General Sales Conditions, as well as the subsequent acts of buying and selling which will result from them, are subject to French Law.

The Sales Conditions were written in French. Should they be translated into one or more languages, the original French version will take precedence in the event of legal dispute.