

GENERAL TERMS AND CONDITIONS OF SPARE PARTS SALES

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Version tracking

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1.0	15.07.2013	Creation of the document
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SUMMARY

1	GENERAL CONDITIONS	4
2	ORDER AND SUPPLY	4
3	DELIVERY	4
4	TRANSFER OF TITLE	5
5	PRICE – PAYMENT	5
6	FORCE MAJEURE	6
7	WARRANTY.....	6
8	LIABILITY	7
9	BREACH OF THE AGREEMENT BY THE SUPPLIER	8
10	TERMINATION.....	8
11	SETTLEMENT OF DISPUTES – APPLICABLE LAW	8

1 GENERAL CONDITIONS

The present general terms and conditions of spare parts sales (hereinafter the "General Conditions for Supply") govern the relationship between Dürr Systems (hereafter the "Supplier") and its customer (hereafter the "Customer") with regard to the supply of equipment (hereafter the "Equipment") as set out in the Order (hereinafter the "Order").

By signing and sending an order, the Customer agrees to the present General Conditions and renders its general conditions of purchase or any similar document unenforceable to the Supplier, unless express and written agreement of the Supplier in the Order acknowledgement.

The contract (hereinafter the "Contract") will only be concluded upon receipt by the Customer of the Order acknowledgement from the Supplier.

The Contract is made up of the following documents which have precedence according to the following documents:

- » The special conditions mentioned in the documents sent by the Supplier notably the Order acknowledgement, the offer, the price,
- » the Order,
- » The General Conditions for Supply.

2 ORDER AND SUPPLY

The minimum amount of an order is 150 € HT

Dürr Systems reserves the right to modify at any time some specification of its equipment if these modifications do not affect their main characteristics and if Dürr Systems substitutes characteristics insuring equivalent performances and quality.

Unless otherwise agreed, characteristics of shape, size, weight... performances and specification of Equipment mentioned on prospectus, price lists... given by Dürr Systems, are indicative.

3 DELIVERY

Delivery times are given only indicative, those depending notably on the availability of the carriers companies and arrival date of purchase orders.

Delivery delays cannot give rise to penalties or indemnities, or motivate termination or cancellation of the order.

Dürr Systems reserves the right to make partial deliveries or orders bulking.

- » For deliveries in Metropolitan France, the sale is performed DAP (CCI Incoterms 2010) unless otherwise agreed.

Material delivery at the location agreed on the order transfers the risks to the Customer.

In the event of damaged or missing equipment in the delivery, it is up to the Customer to make the necessary reservations to the carrier. Any product which is not subject to reservations by registered letter with acknowledgment of receipt to the carrier within 3 days of its reception and with copy simultaneously sent to Dürr Systems, will be considered as accepted by the Customer. The unconditional acceptance of the Customer frees Dürr Systems from the visible defects guarantee and delivery obligation of corresponding material.

- » For deliveries out of Metropolitan France, the sale is realized Ex Works (CCI Incoterms 2010) unless otherwise agreed.

No product can be returned to Dürr Systems without prior written consent. Return will be realized Franco to the address indicated by the Supplier, to the costs and charges of the Customer. Dürr Systems assumes no responsibility in case of loss or of damage of the parcels.

4 TRANSFER OF TITLE

Dürr Systems reserves itself the ownership of the delivered Equipment until full payment.

In case of bankruptcy or any other intervention of a third party, the Customer must immediately inform Dürr Systems in writing.

5 PRICE – PAYMENT

Prices do not include taxes and are payable in Euros.

Payments are made at the Head Office of Dürr Systems net and without discount.

According to the Economy Modernization Law n° 2008-776 dated on 4th of August 2008, known as LME, payments must be made at 45 days after invoice issuing date.

In application of article L 441.6 paragraph 12 of the Code of Commerce modified by law n° 2012-387 dated on March 22nd 2012, any late payment makes payable automatically on the first days following the settlement date of the invoice :

- » Penalties for delay equal to the refinancing rate of the European Central Bank increased by 10 points
- » A fixed penalty for recovery costs amounting 40 Euros. According to the law mentioned here above when the recovery costs incurred exceed the amount of the lump sum payment, the Supplier is also entitled to ask for additional compensation.

In case of dispute, the Customer agrees not to withhold unduly the due sums. No penalty or compensation of any kind shall be payable by Dürr Systems for delays caused by events attributable to the Customer or an event of force majeure within the meaning of Article 6 below or of a third party or also when the Customer is not able to prove that the delay caused him damage.

In case the Customer would not pay to Dürr Systems the sums due at their terms, Dürr Systems will be entitled to claim and sell the Equipment after formal notice to perform remained without effect during 8 days.

In case of liquidation or bankruptcy of the Customer, Dürr Systems will have the right to claim and to sell the delivered Equipment in accordance with the legal and statutory requirements in force.

6 FORCE MAJEURE

If the execution of a contractual obligation is prevented, restricted or delayed for reasons of force majeure, i.e. any unforeseeable, external cause including, but not limited to, any natural catastrophe, arbitrary act of government, war, hostility, labor dispute concerning Dürr systems or its suppliers shortages or delays in supply of raw materials or capital goods, fire, explosions, accidents or breakdowns in machinery or essential equipment, which the party whose contractual execution is compromised, could not reasonably have overcome, such party shall be exonerated of all responsibility, penalties due to the prevention, restriction or delay in execution and the time limit for completion of the work will be extended as a result.

The Party claiming the circumstances mentioned above must immediately inform the other Party in writing of their occurrence and cessation. In the absence of information about the circumstances in question, the interested Party cannot rely upon them unless the circumstances also prevent such information being given.

If execution of the Contract becomes impossible for more than three (3) months due to an event of force majeure as defined above, the parties must negotiate the terms of the Contract to enable the total or partial completion of the project. Otherwise, the Contract will be automatically terminated and the Customer shall pay to the Supplier the price of the Equipment already delivered or in progress.

7 WARRANTY

The contractual warranty of Dürr Systems covers defects in the design, defects in material or manufacture of the Equipment for a period of 12 months from the delivery date. The contractual warranty is limited to the choice of Dürr Systems whether by repair or by replacement of the defective part to the exclusion of any other service or indemnity.

Parts repaired or replaced under warranty will be the ownership of Dürr Systems. They must be returned by the Customer at its own expenses to the location indicated by Dürr Systems, so that it can proceed with the statement and expertise of the defect.

Unless otherwise agreed, the replacement of a liquid, of worn part and of any consumable product is not included in the warranty.

The warranty is conditional firstly upon the Customer notifying the Supplier without delay of any defect, accompanied or followed as soon as possible by any available information relating to the observed defect, particularly information normally provided by the control equipment on the installation including the Equipment that from part of the Services and secondly, on the Supplier and, if necessary, the Suppliers insurer's representative being able to examine the defect and its material consequences.

However, the Supplier is not obliged to guarantee the Customer in the following cases:

- » defects arising from products or materials such as liquids, paint or any other product supplied by the Customer and used together with the Equipment in the running of the installation including the said Equipment,
- » work on the Equipment carried out by the Customer himself or a third party under conditions that the Supplier had not agreed to in writing beforehand,
- » defects or deterioration caused either through the fault or negligence of the user of the Equipment, or by an event of Force Majeure or an act of God,
- » non-compliance with the Supplier's instructions, particularly if the Equipment is not used in accordance with its intended purpose, and/or the correct operation of the Equipment or the installation including the Equipment, particularly in terms of maintenance,
- » normal wear and tear of the Equipment,
- » Exposure of the Equipment to weather conditions or to an environment likely to damage it.

The repair or replacement of a part during the warranty period, will not lead to an extension of the warranty.

The Customer cannot rely on the warranty in order to delay or suspend payment.

8 LIABILITY

The liability of the Supplier is strictly limited to the obligations expressly defined by the Contract and can only be disputed within the framework of the French law.

Dürr Systems may under no circumstances be obliged to indemnify for operating losses, lost production, lost profits, lost contracts, losses of a financial nature and, more generally, for indirect losses and/or consequential or not consequential damages, which the Customer may have suffered due to the scope of the Contract.

All penalties or damages provided for by the Special Conditions will be of a definitive, lump-sum nature and will exclude any other sanction relating to the events that gave rise to them.

Except in the case of bodily injury, Dürr Systems's total liability under the Contract is limited – all causes and all damages included – to the Contract price excluding any amendments.

The Customer guarantees that his insurers will waive any claim against the Supplier beyond the limits and exclusion referred to in this Article 8.

9 BREACH OF THE AGREEMENT BY THE SUPPLIER

The Customer, who claims for breach of the contract by the Supplier, cannot pursue the execution of the contract at the Supplier's expense and / or decide to reduce the contract price, and / or suspends its execution

10 TERMINATION

10.1 If either of the parties fails to execute any of its substantial contractual obligations, the contract could be terminated without judicial formality and without prejudice to any claim for damage which the non-breaching party may claim for reparation in the limit of article 8 above.

Termination shall take effect 15 days after the date of a registered letter with acknowledgment of receipt sent by the non-breaching party to the other to remedy such breach, remain without effect.

The non-breaching party could:

- » If it is the Supplier, notify to the Customer the termination of the Contract, require the payment of services already performed and of materials delivered or in progress the remaining amount of the Contract, and return of all documents sent to the Customer without prejudice to damages.
- » If it is the Customer notify to the Supplier the termination of the contract and pay to the Supplier on evidence, the amount of materials delivered or in progress.

10.2 In case of termination of the main contract between the Customer and his own customer, the contract between the Supplier and the Customer will be maintained unless otherwise except agreed.

11 SETTLEMENT OF DISPUTES – APPLICABLE LAW

Any dispute arising between the parties concerning the validity, interpretation, execution or termination of the Contract and which cannot be amicably settled will be brought before the Paris Commercial Court.

The Contract will be governed by and construed in accordance with French laws.