

General terms and conditions of sale

Note. This translation of the original Engrenages HPC (Henceforth shortened to HPC) French terms and conditions is offered as a guide only. In the case of any dispute, the French document will apply.

1- APPLICATION AND ACCEPTANCE OF THESE GENERAL TERMS AND CONDITIONS OF SALE

These terms and conditions of sale are made available to all HPC customers and are sent to every customer placing an order. Consequently the act of placing an order with HPC implies complete and unreserved agreement of the buyer to these general terms and conditions of sale, to the exclusion of any other documents such as catalogues produced by the seller, which are provided for information only and are merely intended as an indication, and despite any other information marked on customer order documents, the customer's terms and conditions of purchase or in any other document transmitted by the customer to HPC. Any conditions other than those relating to products being manufactured to a customer's specifications, applied by the buyer will therefore by default be not accepted by the seller, regardless of when they may be brought to their attention unless they have been confirmed in writing by the seller.

Only specifications relating to custom-made parts can modify these general terms and conditions.

The fact that the seller does not immediately apply any of the clauses in these terms and conditions should not be interpreted as meaning that they may not do so at a later date.

2- ORDERS.

Orders must be placed in writing to HPC by the customer. Any order by telephone must be confirmed in writing by the customer within 24 hours or the order will be cancelled. An order will only become definitive and the sales contract confirmed when it is accepted by HPC, this acceptance taking the form of an order confirmation sent to the customer or the delivery of the products ordered.

In case of any modification HPC may deem necessary to apply to the customer's order and confirmed in the order acknowledgment sent to the customer, the latter is assumed to have accepted the modification unless HPC is advised in writing within 24 hours of receipt.

No order with a value lower than 20 Euros (before tax) will be accepted, this includes orders passed at the trade counter at HPC's offices.

No order with a value lower than 150 Euros (before tax) will be accepted from customers outside of France (EU countries included)

3- MODIFICATIONS TO ORDERS

Any modification to, or cancellation of an order requested by the buyer cannot be taken into consideration unless it is received in writing before the goods (for standard products) are despatched or manufacture is started (for custom-made products) and acceptance of the modification has been expressly confirmed by HPC in a fax addressed to the customer within 24 hours of the request. If either of these conditions is not fulfilled, the products ordered initially will be sent and full payment will become due.

However, in the case of a standard parts order placed by a non-professional buyer, they may exercise their right to retraction and cancel the order within 7 days after reception of merchandise. Return carriage costs are to be paid by the buyer.

4- PRICES

All prices mentioned in the catalogue are quoted without tax. VAT at the current rate, delivery and packing charges as marked in the catalogue and any insurance to which the customer wishes to subscribe will be added to these prices. Different packaging options are detailed in the catalogue

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and the most suitable will be chosen by HPC at time of shipment unless the customer has made a prior request.

Unless stated to the contrary, products are sold at the price applicable the day the order is placed. Prices quoted in the catalogue are those applicable on the date of publication marked on the cover of said catalogue. HPC reserves the right to modify these prices at any time.

In the case of non-professionals purchasing by mail-order, prices are guaranteed for 2 months from the date of publication of the catalogue

5- DELIVERY METHODS AND DESPATCH DATES.

A- DESPATCH DATES

Items in stock on the date an order is accepted can be made available for collection or despatched within a maximum of 72 hours. For catalogue items not in stock at the time the order is accepted or for special items, an estimated despatch time will be sent to the customer when the order is acknowledged.

Despatch dates are given as an estimate only and can by no means be used as the basis for any claim for damages, charges for late delivery or interest; neither can they be used as justification for delaying or cancelling of the order, whatever the cause, length or consequences of the delay may be.

HPC is released from its obligation to deliver the goods in the case of factors outside of their control such as but not limited to; war, riots, fire, industrial disputes, natural disasters or failure of their suppliers.

B- DELIVERY

Unless stated otherwise, delivery is carried out by the collection of the goods by customer from HPC's premises in Dardilly 69570 (France) or by delivery a means of transport chosen by HPC or the customer. Products are sold from Dardilly 69570 France (HPC premises) and are transported at the risk of the customer, the goods remaining the property of HPC until full payment is received as explained in Clause 10.

Unless otherwise agreed, goods are sold "ex-works" and transport is carried out at the customer's cost by a transport method chosen by HPC unless one has been specified by the customer.

In case of loss or damage during transit, it is the customer's responsibility to contact the transporter in writing by recommended letter or other legally accepted means within 3 days of reception of the products (article L133-3 of the French Commercial Code)

HPC reserves the right to make partial deliveries from an order where necessary.

C- RECEPTION

Excepting claims for damaged goods made direct to the transport company concerned, any complaints regarding differences between the products delivered and those products ordered or identified on the delivery document, should be sent in writing to HPC within 30 days of receipt of the goods.

It is the buyer's responsibility to provide full proof of the existence of problems or faults with the goods supplied. He must give the seller access and means to evaluate these problems and to remedy them. He will not however attempt to repair any faults either directly or by the use of a third party.

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HPC's guarantee is limited to the free replacement or repair of products or components that they have agreed are faulty.

Any product for which the buyer wishes to invoke the guarantee must be returned to the seller's customer service department whose agreement is essential for any replacement. Postage costs will be charged to the buyer if the claim for replacement under guarantee clause is found not to be applicable.

6- METHODS OF PAYMENT

Our invoices which will be sent at the same time as goods are despatched are payable as follows:

- On receipt if goods are sold and collected from HPC's premises
- 30 days from the end of the month of the invoice date for other sales
- in Euros, by cheque, credit card, bank transfer, or promissory note, the choice of method of payment cannot change the payment due date.

No discounts are made for advance payments.

7- LATE OR NON PAYMENT

If payment is not made within the period quoted above and after 8 days of receipt of a formal notice of non payment, the customer will be liable for charges equivalent to an interest rate of one and a half times the legal interest rate on the sum owed as well as any costs associated with the final collection of the unpaid sum. Any claims by the customer do not exempt him from paying an invoice on or before the due date. Non or partial payments will lead to the immediate requirement for the customer to pay all sums outstanding to HPC, even if they are not yet due and whatever the intended method of payment might be.

8- GUARANTEE

HPC guarantees the customer against defects that appear in the products sold under the conditions stipulated in article 1641 of the French Civil Code.

For products made to a customer's specifications, HPC's responsibility is limited to manufacturing items that conform to the specifications supplied but does not guarantee their functionality or suitability for any application the customer may use them for. The customer is solely responsible for the information transmitted to HPC.

For standard products, HPC guarantees their conformity to the specifications quoted in the catalogue. HPC's responsibility and/or the implementation of the guarantee owed by HPC cannot take place more than 30 days after receipt of the goods by the customer. Any claim under the guarantee will be limited to an amount equal to the price paid for the product. In no case can damage caused by a product marketed by HPC be a reason to any claim for damages.

In the event that a product manufactured to a customer's specification infringes the rights of a third party, the customer accepts responsibility for refunding all the costs (procedure, claims, damages, lawyers' expenses, other advisors...) suffered by HPC and will actively cooperate at his own expense in the defence of the latter.

The guarantee will be considered void if products have been modified or interfered with in any way by the customer without prior written agreement from HPC or if the products have been used in any abnormal way or under unsuitable conditions taking into account their characteristics and normal applicable uses and standards (in particular in the event of use or installation in any aerial or rocket engine for which the products are completely unsuited)

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9- RETURNS OF MATERIAL

Every returned product must be the subject of a formal written agreement between the HPC and the customer by fax or by mail. Any product returned without this prior agreement will be stored on behalf of the customer but will not oblige HPC to provide a refund or replacement. This agreement is not however necessary when a non-professional buyer exercises his right to retraction as provided for by French law.

In any event, no product returned more than 30 days after receipt of the product by the customer will be accepted. The cost of returning a product is always the responsibility of the purchaser and the risk in the product remains with him. Any returned product must be addressed to HPC's registered office. The choice of transporter remains ours.

Products that are returned will be subject to formal inspection for both quality and quantity. Once accepted by HPC, a Credit Note for the value of the products valid for duration of six months will be issued. However, the right of a non-professional buyer to return goods for a refund remains unchanged, so long as the products are safely returned to HPC.

In the case of an obvious problem or the delivery of the wrong product, once accepted by the seller, the buyer will either receive at the discretion of HPC, replacement products or a refund, no other charges or penalties will be accepted.

10- RETENTION OF OWNERSHIP

The transfer of property in any standard or custom-made part is subject to the full payment of the invoice, payment is understood to take place the day funds reach HPC's bank account.

The prevision above do not prevent the risk in the product passing to the customer (in particular risk of loss, deterioration, and damage caused by the parts) once the parts have been dispatched or delivered by HPC.

If a customer supplies a product for modification, repair or to be used as a sample, the customer remains the owner of the original product and is responsible for the cost of their transport to and from HPC. The customer also accepts all risks related to their transport, any possible modification by HPC, and any damage that might be caused.

11- APPLICABLE LAW - COURT OF JURISDICTION

Sales concluded with HPC are controlled by French law.

Any dispute which may arise between the two parties relating to the interpretation and/or execution and/or termination of the contract will be brought before tribunals of the jurisdiction where the registered office of HPC is located, even in the event of an introduction of third parties or multiple defendants.