

**CHROMATOTEC Inc.**

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**ONLINE ANALYTICAL SOLUTIONS EXPERTS**

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**CHROMATOTEC INC. GENERAL TERMS AND SALES CONDITIONS****Article 1 : Acceptance**

All sales between CHROMATOTEC INC and the Customer (also referred to as “Buyer”) are subject to the following terms and conditions contained in this document, “General sales terms and conditions”. No modification of these terms and conditions will be binding with CHROMATOTEC INC unless agreed upon in writing and signed by an authorized representative of CHROMATOTEC INC. In all cases where the terms and conditions of the buyer’s purchase order conflicts with the general terms and conditions of CHROMATOTEC INC., CHROMATOTEC INC’s. General Sales Terms and Conditions shall prevail. CHROMATOTEC INC. sales of its goods (also referred to as products) to the buyer are expressly conditional and contingent upon the buyer’s adherence to these terms and conditions.

**Article 2 : Quotation and price**

- All prices on quotations and orders are in US Dollars, ex work, Saint-André-de-Cubzac, France.
- Quotations and prices communicated to a Customer are unique and only applicable to this customer. This proposal will not be applicable to any other customer.

**Article 3 : Payment terms**For standard equipment:

**1st term** : 40% payment by bank wire transfer or check at the time the order is placed.

If the first payment term is not made within 30 days of receipt of the order, the order will be cancelled. A purchase order will be confirmed only after the first payment term is met. At the moment the first payment is met, the order cannot be cancelled.

**2nd term** : 60% payment by bank wire transfer or check before product shipment.

For commissioning: 100% payment the day of commissioning

For special equipment:

**1st term:** 40% payment by bank wire transfer or check at the time the order is placed.

If the first payment is not made within 30 days of receipt of the order, the order will be considered cancelled. A purchase order is considered confirmed only after the first payment term and from that moment it cannot be cancelled.

**2nd term:** 30% production of the instrument is complete. Payment can be made by bank wire transfer or check.

**3rd term:** 30% payment by bank wire transfer or check before shipment.

For spare parts : 100 % pre-payment at the order.



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Credit notes issued to the customer are valid for **one year from the date of issue**.

**Article 4 : Delivery**

CHROMATOTEC INC. will make reasonable effort to make shipments on date(s) agreed upon. The following delivery times include quality control testing and are calculated from the receipt of the first 40% payment term. Production will not start until the deposit of this first 40% payment terms is received. Lead times are begin at the start of production to the time of shipment.

This estimated delivery time does not include the closing periods of CHROMATOTEC INC., which may add an additional delay. The following delivery times are provided as guide only and any overruns will not give rise to penalties for delay. The final delivery time will be provided after review of the project's technical specifications.

For 1 to 3 analyzers : 10-12 weeks

For more than 3 analyzers : 12-14 weeks

For products with explosive area configuration and certifications: 14-16 weeks (including a week test period)

Any special application requested adds an additional 2 weeks to the delivery time.

The shipment is at the buyer's expenses (ex-works, Saint-André-de-Cubzac, France), unless otherwise agreed upon in writing and signed.

**Article 5 : Transfer of ownership and risks**

CHROMATOTEC INC. retains ownership of its products until full payment of the order has been received. The transfer of risk takes place when the goods are handed over the carrier. CHROMATOTEC INC. shall not be liable for any damage or other issues that may occur during shipment.

**Article 6 : Default of payment**

As mentioned above, CHROMATOTEC INC remains owner of its products until full payment. In the case of non-payment or violation of the condition and terms written here within or in written agreement signed by both CHROMATOTEC INC. and the buyer, CHROMATOTEC INC may decide to block or cancel the execution of the order or its delivery. CHROMATOTEC INC can also take back products already delivered in case of non-payment and initiate legal proceeding if necessary.

The 1st payment term will not be refunded in case of payment default and will be kept as compensation.

If the buyer ceases operations or goes out of business, payment received will be retained and the devices will remain the property of CHROMATOTEC INC. In case of late payment, penalties may be requested from the buyer.

**Article 7 : Installation**



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In all cases, on-site or at our facilities, the training, installation and/or commissioning of the CHROMATOTEC INC. products must be carried out within a maximum of 30 days from the dispatch of the analyzer.

**Article 8: Intervention on the customer's site in the US and American foreign countries**

The on-site intervention may involve preventive maintenance, corrective maintenance, as well as ongoing training. In all cases, the site visit will be carried out based on the specific request of the Buyer. The Buyer's order is mandatory before any intervention and must be sent by email at least 15 business days before the scheduled intervention date.

Before any intervention, the Buyer must provide CHROMATOTEC INC with the access conditions to the site at least 5 business days before the intervention date (working hours, security check-in, required PPE, certifications...). Any delays due to an impediment or an access condition not specified in the order (check-in conditions, security, training, PDP...) will be charged to the intervention time.

In case of cancellation of the appointment less than 5 business days before the scheduled visit, the Supplier reserves the right to invoice the Buyer the full amount of the order, including spare parts, travel and labor costs incurred for this service.

In case of cancellation of the appointment less than 10 business days before the scheduled visit, the Supplier reserves the right to invoice the Buyer 50% of the total amount of the order placed by the Buyer.

**Article 9 : Warranty and results**

CHROMATOTEC INC products are guaranteed for 1 year. This warranty includes standard replacement of defective parts (except consumables), which must be sent back to us prior to shipment of replacement parts. Labor for each repair performed is not included for discount buyers (distributors). In the event of a repair at CHROMATOTEC INC's premises, the buyer shall be responsible for the shipment and collection of the equipment. If the buyer requests on-site repairs, travel and expenses such as accommodation (high-quality hotels) and catering will be paid by the buyer.

If replacement parts are to be shipped to the buyer, all transportations costs shall be the responsibility of the buyer, as well as the costs of returning the defective parts to CHROMATOTEC INC.

CHROMATOTEC INC is not responsible for the accuracy or quality of results obtained on site, unless a maintenance and service contract has been signed between the buyer and CHROMATOTEC INC.

CHROMATOTEC INC only guarantee its products when its own generators and equipments are in use with the product.

CHROMATOTEC INC guarantees the availability of all spare parts for a minimum period of 10 years from the date of purchase of any instrument.

**Article 10 : Return policy**

In compliance with its quality and sustainable development strategy, CHROMATOTEC INC offers to its customers the opportunity to take old equipment for recycling free of charge. This strategy is in line with the

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French and European Legislation on the disposal of electronic and electrical waste and applies to all European countries.

In the absence of a written agreement, the shipping cost for this return will be charged to the buyer. The return of analyzers and products must be preceded by a written and signed request.

**Article 11 : Force majeure**

CHROMATOTEC INC will not be liable for delays or damage to goods resulting from extraordinary events beyond the control of CHROMATOTEC INC., such as (but not limited to) :

- Flood or others climatic or natural disasters
- Strike, riot or war
- Acts of State
- Acts of God

**Article 12 : Intellectual property**

Technical documents, plans, drawings, users manuals and any other documents provided by CHROMATOTEC INC with its products or during training courses remain exclusive property of CHROMATOTEC INC and are highly confidential. The buyer may not use them outside contracts term nor communicate them, voluntary or not, to others. The buyer agrees to take necessary measures to ensure the application of this clause, with respect to its employees or external third parties.

In the event of non-compliance with the contract, documents already delivered to the buyer shall be returned to CHROMATOTEC INC.

**Article 13 : Applicable law**

All sales between the buyer and CHROMATOTEC INC shall be governed by the US Laws.