

ONLINE ANALYTICAL SOLUTIONS EXPERTS

Chromatotec GENERAL SALES TERMS AND CONDITIONS

Article 1 : Acceptance

All sales between Chromatotec 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 shall be binding with Chromatotec unless agreed upon in writing and signed by an authorized representative of Chromatotec. In all cases where the terms and conditions of the buyer’s purchase order conflicts with the general terms and conditions of Chromatotec, Chromatotec’s General Sales Terms and Conditions shall prevail. Chromatotec 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

- The prices on quotations and orders are in euros, ex works 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 anyother customer.

Payment will be divided in two parts: 95% of the amount will be in EURO and 5% in CNY (RMB). Both amounts do not include Validation & Installation (V&I).

Article 3 : Payment terms

For Standard equipment:

1st term : 40% payment by 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 considered as cancelled. A purchase order will be confirmed only after the first payment term is met. At the moment the first payment term is met, the order cannot be cancelled.

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

For commissioning : 100% payment the day of commissioning

Validation & Installation amount will be quoted by CHROMATOTEC Beijing team and must be paid by bank wire transfer before shipment of the product.

For special equipment:

1st term: 40% payment by 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 considered as cancelled. A purchase order will be confirmed only after the first payment term is met. At the moment the first payment term is met, the order cannot be cancelled.

2nd term: 30% when 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.

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

If different payment terms are reported in quotation they will replace the one mention in this document and must be applied.

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

Article 4 : Delivery

Chromatotec 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 term 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 , 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 configuraton and certifications : 14-16 weeks

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

The shipment is at the buyer's expense (ex-works), unless otherwise agreed upon in writing and signed.

Article 5 : Transfer of ownership and risks

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

Article 6 : Default of payment

As mentionned above, Chromatotec retains ownership of its products until full payment is received. In the case of non-payment or violation of the conditions and terms written here within or in written agreement signed by both Chromatotec and the Buyer, Chromatotec may decide to block or cancel the execution of the order or its delivery. Chromatotec can also take back products already delivered in case of non-payment and initiate legal proceedings 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, payments received will be retained and the devices will remain the property of Chromatotec. 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 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 China and foreign Asian 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 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 products are guaranteed for 1 year. This warranty includes standard replacement of defective parts (except consumables), which must be sent back to us prior shipment of replacement parts. Labor for each repair performed is not included for discount buyers (distributors). In the event of a repair at Chromatotec'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 transportation costs shall be the responsibility of the buyer, as well as the costs of returning the defective parts to Chromatotec.

Chromatotec 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.

Chromatotec only guarantees its products when its own generators and equipments are in use with the product.

Chromatotec 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 offers to its customers the opportunity to take old equipment that is no longer in use and recycle it free of charge. This strategy is in line with the French and European Legislation on the disposal of electronic and electrical waste and applies to all European countries.

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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 will not be liable for delays or damage to goods resulting from extraordinary events beyond the control of Chromatotec, 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 : User's right / Intellectual property

Technical documents, plans, drawings, users manuals and any other documents provided by Chromatotec with its products or during training courses remain exclusive property of Chromatotec and are highly confidential. The Buyer may not use them outside the contracts term nor communicate them, voluntary or not, to others. The Buyer agrees to take the 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.

Article 13 : Litigation / Applicable law

All sales between the Buyer and Chromatotec shall be governed by French Law. Any dispute shall fall under the exclusive jurisdiction of the Commercial Court of Bordeaux.