

airmotec AG

15 rue d'Artiguelongue, Saint Antoine
33240 VAL DE VIRVEE - FRANCE
Tel : +33 (0)557940626 Fax : +33 (0)557940620
Web : www.chromatotec.com
E-mail : sales@chromatotec.com

**ONLINE ANALYTICAL SOLUTIONS EXPERTS****airmotec AG GENERAL TERMS AND SALES CONDITIONS****Article 1: Acceptance**

All sales between airmotec AG and the customer (also referred to as “buyer”) are subject to the following terms and conditions contained in this “General sales terms and conditions” document. No modification of these terms and conditions shall be binding on airmotec AG unless agreed in writing and signed by an authorized representative of airmotec AG. In all cases where the terms and conditions of the buyer’s purchase order conflict with the general terms and conditions of airmotec AG, the general terms and sales conditions of airmotec AG shall prevail. airmotec AG sales of its goods (also referred to as products) to the buyer are expressly conditioned on buyer’s assent to these terms and conditions.

Article 2: Quotation and prices

- The prices on the quotations and orders are in euro, ex-works Saint-André-de-Cubzac (FRANCE).
- Quotations and prices communicated to a customer are unique and only applicable to this customer. These proposals cannot be applied to another customer

Article 3: Payment termsFor standard equipments:

1st term: 40% at the order.

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: 60% before shipment. Payment can be made by bank wire transfer or cheque.

For commissioning: 100% payment on the day of commissioning.

For special equipments the term special equipments will be highlighted in the quotation:

1st term: 40% at the order.

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% when the assembly of the instrument is done. Payment can be made by bank wire transfer or cheque.

3rd term: 30% before shipment. Payment can be made by bank wire transfer or cheque.

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**.

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**ONLINE ANALYTICAL SOLUTIONS EXPERTS****Article 4: Delivery**

airmotec AG will use commercially reasonable efforts to make shipments on the date(s) agreed by airmotec AG. The following delivery times include quality control 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 from the start of production to the start of shipment. This estimated delivery time does not include the closing periods of airmotec AG, which add an additional delay. The following delivery times are given as an indication and any overruns will not give rise to penalties for delay. The final delivery schedule 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 range of products in explosive area with certification: 14-16 weeks

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

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

Article 5: Transfer of ownership and risks

airmotec AG 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 to the carrier. airmotec AG shall not be liable for any damage or other problems that may occur during shipment.

Article 6: Default of payment

As mentioned above, airmotec AG retains ownership of its products until full payment is received. In case of non-payment or violation of the conditions and terms written in this document or in written agreement signed by both airmotec AG and the buyer, airmotec AG may decide to block or cancel the execution of the order or its delivery. airmotec AG 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, the payments received will be retained and the devices will remain the property of airmotec AG. In case of late payment, penalties may be requested from the buyer.

Article 7: Installation

In all cases, on -site or at our facilities, the training, installation and/or commissioning of the airmotec AG product 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 France and 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.

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Before any intervention, the Buyer must provide airmotec AG 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

airmotec AG products are guaranteed for 1 year. This warranty includes standard replacement of defective parts (except consumables), which must be returned to us first. Labor for each repair performed is not included for discount buyers (distributors). In the event of a repair at airmotec AG's premises, the buyer shall be responsible for the shipment and collection of the equipment. If the buyer requests on-site repairs, travel and living 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 transport costs shall be born by the buyer, as well as the costs of returning the defective parts to airmotec AG.

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

airmotec AG only guarantees its products when the generators and equipments are in use.

airmotec AG 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

As part of its quality and sustainability strategy, airmotec AG offers its customers the opportunity to take back 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.

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

airmotec AG shall not be liable for delays or damage to goods resulting from extraordinary events beyond the control of airmotec AG, such as (but not limited to) :

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

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**ONLINE ANALYTICAL SOLUTIONS EXPERTS****Article 12: User's right / Intellectual property**

Technical documents, plans, drawings, user manuals and any other document provided by airmotec AG with its products or during training courses remain the exclusive property of airmotec AG and are highly confidential. The buyer may not use them outside the contracts or communicate them, voluntarily or not, to others. The buyer undertakes 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-performance of the contract, the documents already delivered to the buyer shall be returned to airmotec AG.

Article 13: Litigation / Applicable law

All sales between the buyer and airmotec AG shall be governed by French Law. Any dispute will be subject to the exclusive jurisdiction of the Commercial Court of Bordeaux.

Article 14 : Factory Acceptance Test "FAT"

In the case of FATs required by the buyer, the cost and content must be clearly defined and agreed upon at the time of the order. Any changes made may result in additional costs and delays. Any changes must be agreed upon between the seller and the buyer.