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# Terms and conditions of sale

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## **1. SUBJECT**

The general conditions of sales described hereafter detail the rights and obligations of the Pro-Active company and its customer within the framework of the sale of the goods proposed by Pro-Active

Any service achieved by the Pro-Active company thus implies adhesion without reserve of the purchaser in the present general conditions of sale.

## **2. PRICE**

The prices of the goods are specified by quote, valid 30 days after the date of drafting this quote except otherwise indicated; if such a quote has not been proposed, the prices of the sold goods are those in force at the day of the order is registering.

Prices are in euros or USD according to the nationality of the purchaser and are calculated net of any fees and tax. Consequently, they will be raised rate of VAT for the customers in France and of the transport charges applicable to the day of the order.

The prices are mentioned ex-works Pro-Active, Palaiseau, France.

The Pro-Active company agrees the right to modify its tariffs constantly. However, it is committed invoicing the goods ordered at the prices indicated at the time of the recording of the order.

## **3. DISCOUNTS**

Prices on quote includes any discount that PRO-ACTIVE should offer to some of its customers according to their project, quantity and/or core of business.

## **4. TERMS OF PAYMENT**

Payment has to be done by wire transfert to the bank specified on proforma or invoice :

- at order for first order or
- before any shipment or
- 30 days nets after delivery time

Generally speaking, quote will always specified terms of payment.

## **5. PAYMENT DELAY**

In the event of non-payment total or partial of the goods delivered to the day of the reception, the purchaser must pour at the Pro-Active company a penalty of delay equal to once and half the legal rate of interest in France.

The legal rate of interest selected is that in force at the day of the delivery of the goods

This penalty is calculated on the amount net of tax which had remaining sum, and court as from the day following the expiration date of payment mentioned on the invoice without no setting in preliminary residence being necessary.

## **6. AVOIDANCE CLAUSE**

If within the fifteen days which follow the setting in of the clause "Payment Delay", the purchaser did not discharge pending amount due, the sale will be automatically avoided and will allow rights to the allowance of damages to the profit of the Pro-Active company.

## **7. PROPRIETY**

The Pro-Active company preserves the property of the goods sold until the integral payment of the price, in the main thing and parts.

For this reason, if the purchaser is the subject of a rectification or a bankruptcy, the Pro-Active company reserves the right to assert, within the framework of the collective procedure, the goods sold and remained unpaid.

## **8. DELIVERY**

The delivery is carried out with the place indicated by the purchaser on the purchase order.

The delivery period indicated at the time of the recording of the order is given only as an indication and is not at all guaranteed.

Consequently, any reasonable delay in the delivery of the products will not be able to give place to the profit of the purchaser to:

- the allowance of damages;
- the cancellation of the order.

The freight costs and risks of are entirely supported by the purchaser.

## **9. WARRANTY**

The products of the Pro-Active company are guaranteed one year return workshop Pro-Active.

Any return of goods would not be to be accepted without prior Rethurn Authorization Number provided by Pro-Active.

## **10. « FORCE MAJEURE »**

The responsibility for the Pro-Active company could not be implemented if non-fulfilment or delay in the execution of any of its obligations described under the present general conditions of sale rises from a case of absolute necessity.

For this reason, the "Force majeure" gets along of any external, unforeseeable and irresistible event.

## **11. LAW**

Any litigation relating to the interpretation and the execution of these general conditions of sale is subjected to the French law

In the absence of friendly resolution, the litigation will be carried in front of the "Tribunal de Commerce d'Evry, France".