



## 1 - Transport of goods

Our prices are Ex Works. The goods and packaging are always transported at the risk of the buyer regardless of the mode of transport. It belongs to our clients to pursue their claims against carriers for damage caused to the goods.

## 2 - Delivery Time

We always strive to deliver orders on time. However, it is impossible under the present circumstances to give a formal guarantee to our clients about it.

## 3 - Orders

3.1 An order will be deemed accepted by us only when we confirmed it with an order acknowledgment.

3.2 The customer will be responsible for defining terms and names of his order, and shall provide all elements and information needed to develop it in sufficient time to allow the company to carry out this order on time.

3.3 The quantity, quality and description of each element constituting the order will be those established on the quotation (accepted by the client) or when ordering (accepted by the customer).

3.4 When the order will be manufactured in any manner whatsoever, the customer must ensure that it does not violate any law or regulation regarding patents pending, copyrights, protection of industrial property, or other reserves of use, by not complying with these terms the customer will be obliged to indemnify the company if it was on notice to pay damages, due to this fact.

3.5 No order accepted by the company could be canceled without the written consent of this last one, this does not deprive any society to claim in compensation amounts resulting loss of labor, materials, and any damage other costs arising.

3.6 Order accepted by the customer can not be canceled without the written consent of the latter, this does not deprive any company to claim as compensation for losses resulting amounts of labor, materials, and damage any other expenses arising therefrom.

4 - The water flow is a parameter which evolves according to the hull shapes and arrangement of the propeller in its environment. All this can lead to vibration type sound (the propeller «singing»). Despite the care taken to achieve our propellers, we cannot sometimes solve problems that are quite inherent of the hull, not the propeller itself.

As a consequence, we disclaim any responsibility for these problems, as well as technical and financial consequences that might result.

## 5 - Faults and Latent Defects

Faults, latent defects that would be observed after the shipment may require us only the replacement of the goods complained of contradictory or missing after verification, without any compensation of any sort and if a claim is made in 10 days after receipt of goods.

## 6 - Payment

Goods are deemed payable at Saint-Herblain. Our bills or acceptance by us of another form of payment do not constitute novation or waiver of this clause.

In case of delay in the return effects and other means of payment agreed upon, or non-compliance with the terms of payment, the seller reserves the right to cancel or delay orders.

Failure to pay at the settlement date of any part makes the payment

immediately payable, without deduction, of all invoices not received when due, unless common agreement by mutual consent and confirmed by a letter sent by the seller. This result for the following reasons the possibility of requiring a cash payment in advance and no discount on proforma. If the buyer does not fulfill its obligation to pay at the settlement date, default interest calculated at a rate equal to three times the legal interest rate, counted from the first day of delay is due to right in the absence of regulations on receipt of a letter of formal demand. In addition, any late payment will automatically result, at the expense of the buyer, a lump sum covering 15% of the outstanding amount applied as a penalty clause (Article 1226 Civil Code).

In case of continuing the business after a bankruptcy filing, deliveries will be made upon receipt of a cash payment in advance and without discount on proforma invoice.

## 7 - Method of payment

Orders below 150€ are payable cash without any discount possible. Our payment terms are 30 days end-month net by bank transfer. Any order sent by a client who does not have an account will be shipped against payment. Please call for a request to open an account to avoid payment at order.

## 8 - Acquisition of goods

No return of equipment will be accepted without our prior agreement. If agreed, items must be returned freight prepaid, undamaged, complete in original packaging with instructions. In any case, a credit note couldn't exceed 95% of the original value. Any return postage due will be rejected without review.

## 9 - Dispute

In case of difficulties for the execution or in connection with our agreement, all disputes regardless of the subject will be the exclusive jurisdiction of the court of Nantes, even if otherwise stated on the letters, invoices or purchase orders of our customers. In case of death, bankruptcy, insolvency or modifications in the company, or non-payment due, we reserve the right, without notice, to cancel the order or to suspend deliveries and to require guarantees.

## 10 - Property reserve

If payment is not made in full before delivery, the sale is subject to a condition subsequent for non-payment term agreed. For non-payment or if the sale is made with a payment on time, failure to pay a single installment, the seller can simply and without the need of a formal notice, took back equipment and accessories, the sale is canceled automatically.

It is agreed that the seller will retain as damages any amounts to pay by the buyer. If the equipment sold was damaged in a while he remained in the custody of the buyer, it would suffer the consequences. The transfer of risks being borne by the buyer upon delivery.

## 11 - Catalogue/Price modification

We reserve the right to change at any time this catalog (technical descriptions, photographs ...) and price without notice. These documents do not constitute a contractual commitment on our part. Any order implies acceptance of these terms and conditions. Our clients are considered tacitly agree to our terms and conditions, unless objections made by them in writing within eight days from the date of its first communication.