



# Sammode

Technical lighting since 1927

## TERMS AND CONDITIONS OF SALE

### PRICES

Our prices are those current on the date of SAMMODE's acceptance of the order.

They include standard packing and carriage in metropolitan France for a per order net amount excluding VAT of greater than €900.

For lesser amounts, the fee for standard packing and shipping is €45.

### DELIVERY

Merchandise travels at the risk and expense of the Purchaser. Therefore, it pertains to the Purchaser to make the necessary reservations to the carrier in compliance with sections 105 and 106 of the French Commercial Code. The fact that our Company organises on behalf of the Purchaser the carriage of merchandise with a carrier of our choice in no way modifies these provisions of the law.

### PAYMENT

The Purchaser agrees to pay the purchase price:

- 60 days net.

a) If payment is made before the due date, a discount of 0.5% per month is applied; after due date and beyond 60 days, penalties are applied: twice the statutory rate (law 92.1442 of 31.12.92).

b) In the case of a failure to pay an invoice by its due date, we reserve the right to increase the amount of the invoice by 10% and by a minimum of €40 without prejudice to the interest on late payments provided for in section a) of this Contract.

If the Purchaser's credit deteriorates, we reserve the right, even after partial dispatch of an order, to require the Purchaser to provide the guarantees we deem suitable with a view to the good execution of the engagements undertaken. A refusal to meet these requirements gives us the right to cancel all or part of the sale.

### OWNERSHIP

The Seller retains ownership of merchandise until it is paid in full. Risks are the responsibility of Purchaser. Deposits may be kept to cover eventual losses resulting from resale. (Law 80.335 of 12.05.1980)

### RETURN

No return will be accepted without the prior agreement of SAMMODE. The material returned carriage paid to our factory in Châtillon-sur-Saône (Vosges) will only be credited after receipt and verification, minus the deduction of a minimum fee of 15 % with the condition of the material being taken into account.

### WARRANTY

The warranty is only operative for cases of normal utilisation of the material. It covers parts acknowledged as defective and excludes the inherent shipping and handling related to its restoration. It does not cover normal wear and tear of the material. The term of the warranty is one (1) year counting from its delivery date. This term also applies to parts that are changed within the framework of the warranty.

### STUDIES AND PROJECT

SAMMODE remains the sole owner of the material and intellectual property resulting from all studies and documents of any kind produced by it. These documents and studies cannot be communicated or otherwise used without our prior approval and must be returned to us upon request.

### JURISDICTION

In the case of a dispute, the Commercial Court of Epinal (Vosges) shall have sole jurisdiction. Our money orders or the acceptance of settlements represent neither a novation, nor an exception to this clause of jurisdiction (law 80-335 of 12.05.1980).

### WASTE DISPOSAL

In compliance with section 18 of the Decree 2005-829 relative to the composition of electrical and electronic equipment (EEE) and to the disposal of waste resulting from such equipment, the organisation and financing of the removal and processing of the EEE waste pertaining to this Contract of sale are transferred to the Purchaser who accepts them. The Purchaser ensures the collection of the equipment which is the subject of this sale, as well as its processing and its valuation, in compliance with section 21 of the said decree.

The aforementioned obligations must be transmitted by each successive professional purchaser in the chain of sales up to the end user of the EEE. The non observance by the Purchaser of these obligations which are its responsibility may result in the application against it of criminal penalties provided for by section 25 of the Decree 2005-829.