

# CRISTAL LASER S.A. GENERAL TERMS OF SALE

## **ART. I - GENERAL POINTS**

Placing an order automatically implies acceptance of the following general conditions and, where relevant, any special conditions set out at the time of ordering.

## **ART II - QUOTATIONS AND ORDER PLACEMENT**

1. Our quotations are non-binding, except in the event of contrary provisions being notified in writing. The same is true of designs, illustrations and any other technical specifications that may be provided by Cristal Laser to its clients. The technical data, designs, illustrations, calculations and any other documents provided by Cristal Laser remain the property thereof and must not be distributed to a third party. Written documents clearly marked "CONFIDENTIEL" are subject to a confidentiality obligation. The buyer must have the express and written agreement of Cristal Laser before communicating any of this type of information to a third party.
2. Prices are given excluding VAT, in Euros, US Dollars, Pounds Sterling or Japanese Yen based on the technical information provided by the client.
3. On receipt of the client's order, Cristal Laser reserves the right to readjust the initial prices given in the event of changes to the conditions which may have affected their organisation:
  - Omissions, incomplete or incorrect information or changes on the part of the client. Exchange rate variation of more than 15% between the date of the quotation and the date of the order.
  - Significant variation of the laws, taxes or costs related to the supply of raw materials.
4. An order is only considered accepted after written acknowledgement of receipt from Cristal Laser. Any special purchasing clause or condition stated on the client's order form which may conflict with the present conditions will be considered invalid.
5. Any modification stated on the acknowledgement of receipt is considered to have been accepted by the client unless written notification to the contrary is issued within 8 days from acknowledgement of receipt.

## **ART. III - DELIVERY TIMES**

Delivery times are stated on the acknowledgement of receipt of the order sent by Cristal Laser to the client.

Cristal Laser shall not be held responsible for any delays in delivery due to incomplete or incorrect information provided by the client, to any modifications requested by the client after acceptance of their order, or to failure to provide within the required time frame any materials, equipment and/or documents to be provided by the client for the fulfilment of their order.

The delivery time is respected as far as possible: under no circumstances can any possible delays justify cancellation of the order or the application of any compensation or lateness penalties.

## **ART. IV - ORDER CANCELLATION CONDITIONS**

Any total or partial cancellation occurring after written acceptance of the order by Cristal Laser will result in the payment of a minimum compensation of 25% of the pre-tax total of the cancelled order or the total of the costs already incurred by Cristal Laser in the fulfilment of the order at the time of cancellation. Similarly, Cristal Laser reserves the right to cancel an order if it proves to be the case that fulfilling said order creates problems that could not be foreseen at the latest on acceptance of the order.

## **ART. V - RISK TRANSFER**

Notwithstanding the title retention clause, the goods travel at the client's risk from the moment they are handed over to the carrier.

This clause is not applicable if delivery is carried out by Cristal Laser itself (the delivery method will be specified at the time of ordering).

## **ART. VI - TERMS OF PAYMENT AND TITLE RETENTION**

1. Unless otherwise stated on the acknowledgement of receipt of the order, invoices are to be paid within 30 days by transfer, cheque or bill of exchange and Cristal Laser retains ownership of the delivered goods until payment for the goods and accessories is complete. In the event of resale, all receivables resulting from said resale to a purchasing third party and to the benefit of the client is automatically passed on to Cristal Laser, notwithstanding the client's obligation to pay Cristal Laser the total amount stipulated by the primary sale.
2. Any payment received after the due date stated on the invoice may result in the payment of lateness interest at the Central European Bank's refinancing rate, increased by 7 points. Lateness interest runs from the first day following the payment due date until the actual date of receipt of the funds in the company's bank account. Furthermore, in the event of qualified payment not being received, Cristal Laser may demand the return of the goods at the client's expense, risk and peril and unilaterally suspend any future deliveries.
3. The client shall not pawn, transfer by way of guarantee or sell on to a third party any goods which have been delivered and not paid for.
4. In the event of seizure or any other intervention on the part of a third party, the client is bound to inform Cristal Laser thereof immediately by recorded letter with acknowledgement of receipt.

## **ART. VII - LIABILITY LIMIT GUARANTEE**

1. The liability of Cristal Laser shall not be greater than the value of the component(s) in question.
2. Cristal Laser guarantees the compliance of its delivered components with the technical specifications accepted by both parties at the time of ordering. However, Cristal Laser in no way guarantees the functioning of the components under the client's particular conditions of use, whatever they may be. In particular, the functional (conversion efficiency, electro-optical behaviour, etc.) or laser flux resistance specifications are only applicable based on standardised measurements carried out by Cristal Laser or in an external laboratory appointed by Cristal Laser.
3. The return of goods to Cristal Laser will be subject to specific authorisation (RMA) and within a maximum time frame of 12 months from the date of delivery. Cristal Laser will base its decision regarding their replacement on the basis of their assessment on arrival.

## **ART. VIII - JURISDICTION**

In the event of all or part of the present conditions being contested or in the event of a dispute resulting from the execution of a contract, jurisdiction is assigned to the Commercial Court of Nancy.