

General terms of sale

1. Object and Terms

1. ITEST undertakes to deliver to the CUSTOMER the equipment or the services defined in the technical part and annexes of this proposal that will be signed by both parties.
2. Only orders confirmed by the sending of a purchase order of the CUSTOMER will be accepted.
3. Any modifications requested to this offer will lead to the study of a new budget that should be signed and accepted.
4. Cancellation policy: if the CUSTOMER decides to cancel an ongoing order, he will have to compensate ITEST for all the expenses incurred. Furthermore, in need be ITEST reserves the right to damage claims.
5. The delivery time is indicative only. It could amended for external reasons and cannot directly be blamed to ITEST, when there are delays of all or some elements of tender due to strikes, breakdowns, acts of terrorism or other causes. The failure to meet deadlines won't be a cause of cancellation or complaint by the CUSTOMER

2. Responsibility

1. The Customer or any natural or legal entity authorized by the customer is responsible for the choice of the product, and /or for the use and/or for the interpretations that he makes documents which he consults, and /or results which he obtains, and/or advice and acts which he deduces from it. Accordingly, the responsibility of ITEST can be on no account questioned for possible damage, direct or indirect, pecuniary or other, resulting from the use by the customer, or any natural and moral person, of one of its formats of information and edition. All the information which we spread and all the products which we sell or publish may be subject to modifications, and/or substitutions and/or abandonments without advance notice and without commitment of our responsibility. ITEST is not kept on any obligation of result but in an obligation of conduct.
2. The customer has to verify immediately the quality and the conformity of the goods which he receives. Any relative complaint on return or in the possible replacement of our products will be subject to our preliminary agreement and will have to intervene within a week after delivery of the goods or after site acceptance whenever this step is included in our offer.
3. If, in spite of the quality control, it happened that goods have defects making them unfit for the use, we make a commitment to proceed to their exchange at our expenses subject to the application of the article 6 of the present General terms of sale. Any replacement is excluded for incidents resulting of coincidences or of force majeure as well as for those who would result from the normal wear and tear of elements, from deterioration or from accidents resulting from carelessness or negligence), defect of supervision or from maintenance and from defective use of these rooms(parts, plays). The customer do not has to proceed on no account to a modification of the goods delivered; in this case the possibility of replacement and warranty will be cancelled.

3. Transport – Customs – Insurance

1. Unless otherwise agreed, all operations relating to transport, insurance, customs, handling and on -site installation shall be the responsibility of the Customer and shall be at his risk and expense. The Customer shall be responsible for checking shipments on according to articles 105 and 106 of French Code of Commerce.

4. Retention of title

1. ITEST shall retain full title to the goods covered by the contract until effective payment in full of the price including the principal and ancillary costs. Failure to pay any one of the instalments due may lead to a claim for recovery of these goods.
However, the Customer shall be responsible for any damage undergone or caused by the goods as from the pick-up of the equipment by the customer's carrier

5. Term of payment

1. Our invoices are payable in Toulouse, in the head office of the company.
2. According to the article L441-6 of the commercial law resulting from the Law for Modernization of Economy n°2008-776 dated August 4 the 2008, called LME, the payment period agreed between customer and customer cannot exceed 45 days end of month or 60 days at the invoice emission. Any clause or demand which would tend to fix or obtain a payment period longer than the aforementioned period of thirty days, which is current industry practice in the mechanical engineering industries, and unless an objective reason can be substantiated by the Customer, may be considered as unfair or unreasonable in pursuance of article L442-6-7 of the Commercial law as resulting from Law of Modernization of Economy n°2008-776 dated August 4th 2008 and is subject to a civil penalty up to 2 million Euros.
3. Late payment: in pursuance of the article L441-6 of the commercial law resulting from the Law for Modernization of Economy n°2008-776 dated August 4th 2008, ITEST shall be entitled to interest for late payment which shall be the sum of the interest rate applied by the European Central Bank to its most recent main refinancing operation plus ten percentage points.
Late payment of any instalment shall, if the ITEST thinks fit, constitute an event of default resulting in all outstanding payments becoming immediately due.
The fact that the ITEST benefits from either or both aforementioned provisions shall not deprive him of the right to invoke the retention of title clause laid down in article 10 above.
In case of late payment, the ITEST shall stop the deliveries, the productions and the raw material supplies and breach any operation, until the customer pays the falling invoices. The customer being the only one responsible for this situation, no action or damages shall be claimed toward the ITEST.

6. Amicable settlement of disputes

1. The parties shall undertake to try and settle their dispute amicably before referring it to the competent court.

7. Jurisdiction

1. Failing amicable agreement, it is expressly agreed that all disputes arising in connection with the contract shall fall within the exclusive competence of the court in whose jurisdiction ITEST's head office is located, even in the event of an appeal being lodged and of several defendants.
In case of international sales, and unless otherwise concluded, the applicable Law is the French Law.
All contract concluded with ITEST leads to the implicit acceptance of the present general terms and conditions of supply.