

N°1001

GENERAL CONDITIONS APPLICABLE TO SALE CONTRACTS

1. PURPOSE OF THE CONTRACT

The purpose of the sales contract is the acquisition of equipment agreed in the contract which is the basic recognition of debt within the meaning of Article 82 LP for the amount of the sale price.

2. MAINTENANCE

See maintenance terms (overleaf)

3. PRICE AND PAYMENT

The sale price excluding TVA. All parts for receivables are payable net within ten days from the invoice date. After this period interest at 7% is payable. The buyer credit to a third parties resulting from a possible unauthorized disposal of the purchased goods will pass Axius SA. In case of seizure or any other violation of the rights of Axius SA from a third party, the purchaser will be required to report the retention of title and bring promptly and in writing the event corresponding to the knowledge of Axius SA.

3. bis PRIVATE RESERVE

Assets acquired are owned by Axius SA until fully paid. The retention of title will be saved by Axius SA register to reserve the property at its request of his hand, the present worth of the registration approval pact reservation of title in the register pacts subject property.

4. Delivery, Transportation, Installation

Delivery will be made if possible within the desired time of the purchaser, the date in question is indicative only. However, delays will not entitle the buyer to terminated nor compensation. Delivery charges and removal are responsibility of the buyer. The installation and initial training of operators are invoiced and payable in addition to the sale price. The buyer will be responsible for the pre-installation of the equipment (electrical connections, air conditioning may be necessary, etc.).

5. DELIVERY TAKES

5.1 Equipment without logistical of exploitation

Individual equipment will be considered as accepted by the buyer as soon as the delivery has been made in full. If used it will be considered as accepted.

5.2 Systems with exploitation logistical

Systems will be considered as accepted by the buyer as soon as the delivery has been completed in full and all the essential features operate in accordance with specifications. Unless otherwise agreed, the connection of the contract to third party systems will be the responsibility of the customer and in addition to selling price. If used it will be considered as accepted.

5.3 Claims for defects

If at the time of taking delivery the defects are not too serious to affect the functionality and / or the operation of the system provided by Axius SA, these must be detected, the system will be considered accepted without entitling the buyer to reduction of price, but subjecting to repair.

6. WARRANTY

The warranty does not cover repairs requiring used, maintenance (not included in the eventual contract) and cleaning as the result of the use of the equipment.

Guarantee for appliances sold under maintenance contract: The standard warranty is given for a period equal to the duration of the maintenance contract in the basic contract.

Guarantee for appliances sold without maintenance contract: The warranty for equipment sold without a maintenance agreement is strictly limited to the warranty provider by Axius SA, the purchaser expressly agreeing in particular the fact that this warranty is limited in time, more than three weeks depending on the supplier. The purchaser hereby accepts this limitation of liability warranty time which derogates from the statutory provisions.

7. DISCLAIMER

Axius SA assumes no responsibility for damages caused to third parties or consequential damages, loss of data, loss of profits, closing, etc. The buyer declares with his signature, accept and understand the meaning and scope of this disclaimer that derogates law.

8. RE-EXPORT

Re-export of the goods purchased are subject to administrative restrictions. Before any re-export, must seek the written consent of Axius SA.

9. WRITTEN FORM

Any modification and supplements to this contract require written form.

10. EXTENSION OF THE JURISDICTION CLAUSE

For any dispute arising from this contract, the parties will make choice the jurisdiction before the courts in the seat of Axius SA, namely before the courts of Sion (Valais).

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Place and date

Axius SA

The contract holder

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