



## GENERAL CONDITIONS OF SALE OROS S.A.S.U

### ARTICLE 1: GENERALITIES

Any order implies from the buyer, the acceptance of the present conditions. Therefore, no clause to the contrary may be invoked against the seller if it has not formally accepted them. The information contained in the commercial documents, notices and price lists are given as an indication only, OROS SASU being able to modify them at any time and without notice because of the evolution of the technique or the economic conditions.

### ARTICLE 2: PRICES

All our prices are exclusive of tax, ex our stores, postage and packing not included. The VAT rate applicable to this proposal is 20%. The offers are only valid within the limit of the option period, which unless otherwise stipulated is one month.

### ARTICLE 3: TERMS OF PAYMENT

Payment is to be made to OROS SASU: 23 chemin des Prés - Inovallée 4403 - 38 944 MEYLAN Cedex - France. SIRET number: 331 619 312 00019. APE code: 2651B. Intracommunity VAT number: FR49 331 619 312. Bank account n° 1046802464 1173990020039 (Banque Rhône Alpes, Grenoble, France).

1/ Products + Specific developments + Purchases resale: 45 days end of month by transfer.

2/ Contracts + OROS services or suppliers (calibration, repair): contracts are payable in full upon delivery of the equipment or on the renewal date. 30 days from date of invoice.

### ARTICLE 4: MINIMUM ORDER

The minimum order is 230 € HT.

### ARTICLE 5: DEFAULT OF PAYMENT

Any debt shall become due and payable in full immediately and by operation of law and the performance of contracts in progress shall be cancelled and suspended if the debt due is not paid. By express agreement, any delay or default in payment shall result in

- > The application of an interest at the bank base rate increased by 5 points
- > The application as a penalty clause, of an indemnity for collection costs of 10% on the amount of the sums due.

The purchaser shall not use any claim against OROS SASU to postpone the payment of a due date in whole or in part or to provide compensation.

### ARTICLE 6: RETENTION OF TITLE

The delivered goods shall remain the property of OROS SASU until full payment of the price, any additional costs and taxes. In case of non-compliance by the purchaser with any of the payment deadlines, OROS SASU, without losing any of its rights, may demand by any means at its convenience the return of the goods at the expense of the purchaser until the extinction of all its commitments. The buyer shall bear the risk of loss or destruction upon delivery of the goods.



#### ARTICLE 7: WARRANTY

The warranty period is stipulated in the conditions stated on the proposals and takes effect from the date of delivery of the materials. Defective equipment must be returned in its original packaging. OROS SASU reserves the right to refuse any equipment returned in non-conforming packaging. The warranty does not cover replacements or repairs resulting from damage or accidents caused by negligence, lack of supervision, maintenance or storage, or handling not in accordance with OROS SASU's or the manufacturer's specifications. The warranty shall not apply if the product has been repaired or serviced by someone other than OROS SASU's after-sales service. OROS SASU shall not be liable for any direct or indirect consequences to persons or property resulting from the unsuitability of the product for its intended use.

#### ARTICLE 8: DELIVERY

The delivery period is 6 to 8 weeks upon receipt of the order for all OROS equipment. For all other equipment, the delivery time is 6 to 8 weeks (consult us). The delivery time is justifiable according to your requirements. We invite you to contact us in case of urgent need.

#### ARTICLE 9: JURISDICTION CLAUSE

In case of dispute, the courts of Grenoble are the only ones competent, whatever the conditions of sale and the method of payment accepted, even in case of a guarantee call.

#### ARTICLE 10: WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT:

The unique identifier FR000428\_05XQSP attesting to the registration of the producers of the EEE sector, in application of article L.541-10-13 of the Code of the Environment was allotted by the ADEME to the company OROS (code Siret: 33161931200019). This identifier attests to its compliance with its obligation to register with the register of producers of Electrical and Electronic Equipment and to the completion of its declarations of marketing to Ecosystem.