

TERMS OF SALE (version july 2010)

CPInnovation has many clients with many general conditions for purchase. As we cannot deal with every condition of purchase from every client, we will deal with our conditions for sale except exceptional agreements.

Every order placed to CPInnovation must be written and sent by fax, e-mail or postal mail. A placement of order to us leads to acceptance of our general conditions for sale.

Minimum order amount is at 80 Euros excl. VAT for domestic sales and 400 Euros excl. VAT for export sales.

An order becomes definitive only once CPInnovation has registered it.

No cancellation of order will be accepted before our agreement and in any case, no cancellation of order will be accepted if the order is in process of production or delivery.

Delivery dates indicated on our documents are only mentioned for indication and cannot be considered as contractual or as an engagement from our side. Any delivery date not respected does not engage CPInnovation for any financial compensation.

Quantity delivered can vary from +/-10 % compared to quantities announced in the former confirmation of order without any agreement asked to the client. This interval can come from sales units from our suppliers or from intervals or obligations in production.

Our price offers are valid for 1 month. After this date, we can modify some prices. So, we advise to ask a new written confirmation of the price after 1 month.

The prices we indicate on our confirmations of order are current prices. We can modify every price indicated on our clients' documents if they are not correct without any agreement from the clients' side. The prices confirmed and written cannot be modified.

Our prices are calculated and mentioned without transport and packaging costs. Those additional costs are calculated taking into account economical conditions when goods leave our warehouses and depends on the quantities to be delivered.

Part of the payment of tools and special molds can be asked in advance when the order is in registration; Also, it can be asked before expedition of prototypes and/or before expedition of the goods.

Tools and special molds cannot be given back to the client if the sale has been invoiced as a participation of costs.

The transport's risk is supported by the buyer. The buyer has to write reservations at moment of delivery if he feels that the package is damaged, if a part of delivery is missing or other. Those conditions are also valid if the sale is made DDP.

The seller still owns the merchandises till full payment of the goods (French law 80-335 dated 12/05/1980).

Our responsibility is engaged only about implementation of the manufacturing of the parts that are submitted to us with client's specifications and requirements. We do not always know the final use of the parts we sell, so, the responsibility is supported by the client who had created the final parts in which the parts we sell are components.

The implementation which is entrusted to CPInnovation does not implement the transfer of the know-how to the client, nor intellectual rights and protection, drawings, indication of means and location of the production. Also, the client guarantees CPInnovation against all consequences if he entrusts us a part protected by any intellectual or technical property protection.

CPInnovation won't accept any advice of non-conformity concerning quality, dimension or design of the goods after 8 full days from date of delivery. Every advice of non-conformity must be written and sent with evidences. The return of the goods is supported and paid by the sender except special agreement from us.

We won't accept any return of goods without our initial agreement.

Every unjustified return of goods will be sent back to the client and invoiced. No return will be accepted if the goods are not in perfect state of health and in their original package. The quantities returned must correspond to the quantities initially sent.

If every of these conditions are fully respected, we will create a credit note in replacement of the goods. The credit notes cannot be paid-back; they can be used till the end of the current financial exercise.

Terms of payment : at 30 days, date of invoice by bank transfer without any discount.

Every cost for bank transfer is supported by the client; We reserve the right to re-invoice some additional costs concerning a bank transfer if needed.

Every unpaid invoice will be raised at 150 % from initial amount every 30 days (French law 92-1442 dated 31/12/1992). We can also create a complementary invoice as a compensation of any payment problem.

If an invoice is not paid in terms, CPInnovation can require payment of all current invoices.

Further to a problem about payment, CPInnovation can ask guarantees to its client in preparation with any future settlement. If the client does not agree to send any guarantees, CPInnovation is able to cancel all current sales. Also, if CPInnovation feels that the economical situation of its client is too fragile or not stable enough, we can ask for payment in advance, from date of the order or before the delivery of the goods.

Every photo or illustration provided by us is not to be considered as an engagement from our side; These can be modified without an obligation of information to the clients.

CPInnovation can deliver another part than the one ordered if this new part has the same properties and functions that the one ordered.

In case of juridical problems, the commercial court in charge of the file will be the commercial court of the seller.

