

# GENERAL SALES CONDITIONS

1. **VALIDITY (OPTION) OF THE OFFER** - This offer remains valid as stated in the proposal page. After the validity period, DENGÉ has right to change the offer conditions.
2. **CONFIRMATION OF THE OFFER** - This offer will be assigned as confirmed, unless the advance payment will be effective in DENGÉ's. If there is no advance payment applicable as per payment conditions of this offer, a firm signed and stamped Purchase Order should be submitted by the Buyer.
3. **DELIVERY TERMS** - The delivery time mentioned in the proposal date shall be understood as EXW conditions, i.e. it is the time for the product to be ready for inspection at DENGÉ factory. This delivery is available from the order notification and the payment means settlement.
4. **WARRANTY** - This clause presents the warranty conditions offered to any customer for all the pieces of equipment manufactured in the DENGÉ facilities. Warranty is limited to the 'General Warranty Conditions' document of DENGÉ with Ref **GD09092013-GSD**.
  - a. Warranty expires, unless otherwise agreed by DENGÉ in a special provision, 12 months after delivery of the equipment and 14 months fm invoice date whichever comes first. The parts, components and other supplies which are not manufactured by DENGÉ and assembled on DENGÉ units, have warranties limited to their OEM's warranty which cannot exceed warranty period of DENGÉ.
  - b. Product Liability of DENGÉ is subject to and limited to the content and limits of Product Liability Insurance Policy of DENGÉ. Product Liability Insurance Policy is 18187976 Y-0.
5. **PENALTIES ON CONTRACT CANCELLATION** - In case of any contract cancellation occurring the thirty first day from the official date of the PO, a 15% penalty of the contract total amount will be levied.
6. **TRANSPORTATION& RESPONSIBILITIES** - If the equipment is sold on EXW conditions, i.e. at factory of DENGÉ, the buyer shall bear the transport and insurance costs. The Seller can not be held liable for missing or damaged items following transport. It is the buyer's responsibility to check shipments at arrival, to express any reservations on the delivery slip, and if appropriate, to take any recourse against the carrier and to inform DENGÉ within one business day. All damage and loss claims must be legally reported at customs with legal notification and with an additional report signed by the Driver after customs. DENGÉ waives any liability for any delays occurring to shipments and transport even it has been settled this way in any of the binding contract regarding this offer. The Buyer is responsible for any claims related to any damage during transport. DENGÉ cannot take account of any claim after 7 business days. If the shipment is delayed for any reason whatsoever outside the Seller's control, and if the seller consents thereto, the equipment is stored and maintained at buyer's expense and risk, and the seller waives any related liability. These provisions may not give rise to any modifications of the payment or warranty conditions. If equipment is delivered by DENGÉ's own trucks, unloading carried out under the authority of the buyer or its employees or agents cannot under any circumstances give rise to the manufacturer liability. Under no circumstances may the buyer hold the seller liable for any reason whatsoever, either for it or its personnel, resulting directly or indirectly from any maintenance of the equipment that is the subject of this contract. It is expressly agreed that the seller will not be required to pay any compensation to the buyer for accidents to people, damages to property not the seller has committed gross negligence. Gross negligence means an act or omission by the seller entailing by the seller an established lack of precaution with regard to seriousness of the consequences that, given the circumstances, a diligent professional would have normally carried out, or implying a deliberate disregard of its consequences, and not just any lack of effort or skill. Product Liability of DENGÉ is limited to the content and limits of Product Liability Insurance Policy . Denge's liability to the shipment and transport of the product is subject to and limited to the accompanying Freight Insurance Policy (if insurance coverage by DENGÉ is agreed in written with the Buyer).
7. **ENCLOSURES & TECHNICAL LITERATURE** - With each piece of equipment, user manuals, spare parts list and operation manuals are provided in 1 copy. Upon customer request, the manuals can be submitted via email or CD in PDF format. If the product has been shipped uninstalled, the illustrated installation manual will be supplied.
8. **TECHNICAL RECEPTION, COMMISSIONING OF THE UNIT & TRAINING** - Inspection at DENGÉ factory is free of charge, all the costs such as transportation and accommodation incurred by the visit of the inspectors belong to the buyer. If there is a commissioning requested by the Buyer, this should be separately mentioned in any of the documents, signed & confirmed, and even if this is so, the Buyer will be responsible for the flight and accommodation of the DENGÉ commissioner. If the product has been shipped uninstalled, the illustrated installation manual will be supplied. At this case, the unit will be installed by the employees or agent of the Buyer.
9. **AFTER SALES SERVICE & SPARE PARTS** - Unless the end-user of a DENGÉ product do not submit the serial number of the unit with the requested part number, DENGÉ can not be held liable for misunderstood and wrong spare parts that has been supplied. It is the buyer's responsibility to submit the right part number with the relevant serial number of the product. All spare parts inquiries should be either in written format or in electronically base.