



VACUUM & MATERIALS

30 avenue de la Paix
92170 VANVES – France

Tél +33(0)1 41 90 50 50

Fax +33(0)1 41 90 50 51

contact@neyco.fr

www.neyco.fr



GENERAL BUSINESS CONDITIONS - NEYCO

Article 1 • Purpose and scope

Any order of products requires the customer full and complete agreement with the present General Business Conditions, which prevail over any other document of the customer and, a.o. its general conditions of purchase, unless other prior written agreement by our company.

These General Business Conditions are enforceable against all sales of products by our company.

Any other document than the present General Business Conditions and in particular catalogs, leaflets, advertisements, data sheets, has only informative and indicative value which is not contractual.

Article 2 • Intellectual property

All technical documents given to our customers remain the exclusive ownership of our company that holds exclusively the intellectual property rights upon these documents which must be returned at our request.

Our customers undertake to make no use of these documents, which may infringe upon our industrial or intellectual property rights, or disclose them to any third party.

Article 3 • Purchase Orders

A purchase order means any order relating to our products listed on our tariff or on a specific price offer, approved by our company and accompanied by the payment of the deposit possibly mentioned on the order form.

The orders transmitted to our company are irrevocable for the purchaser, unless approved by us through a written acceptance.

Any request to change the composition or volume of an order sent by a purchaser can be taken into account by our company only if the request is made in writing including fax or email, and has reached our company, at no later than eight days after receipt of the initial order.

In case of agreed amendment of the order, our company will be released from the prior agreed deadlines for its execution.

Article 4 • Deliveries

4.1. Considering that the delivery times depend upon the availability of goods, carriers and the arrival of the purchase order, the delivery deadline given is only for information and is purely indicative.

Our company endeavors to respect the delivery deadline that is indicated when accepting the order, depending upon the logistic reference deadline in our profession, and to execute the orders, except force majeure, or in circumstances out of our control.

Delays in delivery shall neither be given rise to any penalty or compensation nor justify a cancellation of the order placed by the client and registered by our company.

4.2. The deliveries are carried out according to the conditions appearing on our price offers, either departure, or free of port. The transfer of risks on the products sold by our company is carried out at the delivery of the products to the carrier.



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The liability of our company cannot in any way be engaged for acts of destruction, damage, loss or theft taking place during transport.

The fact that the shipment is made free of charge or that we have chosen the carrier responsible for shipping the order does not change the rules above.

4.3. It is up to the client, in case of damage of the goods delivered or missing, to make all the necessary reservations with the carrier.

The receipt of the products ordered by the client made without reserve covers any apparent defect and / or missing goods.

Any claim, whatever maybe its nature, concerning the delivered products, will be accepted by our company only if it is done in writing, by registered letter with AR, within three days of its reception with the carrier and does not postpone the payment by the customer of the concerned goods.

When after checking a visible defect or a missing good is actually found by our company or our representative, the customer can ask our company for a replacement of the non-compliant articles and / or the complement of the missing items at our expense without the latter being able to claim any compensation or the withdrawal of the order.

4.4. No return of goods can be made by the customer without prior written consent of our company, including by fax or email.

The return costs will be borne by our company only in the event that a visible defect or a missing product, is actually noted by us or our representative.

Only the carrier chosen by our company is entitled to return the concerned products.

4.5 All orders that we agree to perform are, executed considering that the customer presents sufficient financial guarantees, and that it will actually pay the amounts due within the fixed delay, in compliance with the laws.

Also, if our company has serious or particular reasons to fear payment difficulties on the part of the customer on the date of the order, or after the said date, or if the customer does not present the same guarantees as to the date of acceptance of the order, our company may subject the acceptance of the order or the continuation of its execution to a cash payment or to the provision, by the customer, as a form of warranties for the benefit of our company.

Our company may, before the acceptance of any order, as in the course of execution, require from the client the communication of its accounting documents, and in particular the profit and loss accounts, even forecast, allowing us to assess its solvency.

In case of refusal by the customer of cash payment, without any sufficient warranty being proposed by the latter, our company may refuse to honor the order (s) received and deliver the concerned goods, without the customer being able to argue an unjustified refusal of sale, or claiming any compensation.

4.6. In the event of non-payment in full of an overdue invoice, after formal notice that has no effect within 48 hours, our company reserves the right to suspend any delivery in progress and / or future delivery.

In the case where a customer places an order with our company, without having paid for the previous order, our company may refuse to honor the order and deliver the concerned goods, without the customer being able to claim any compensation.

4.7. The lead times mentioned in an order are accepted by our company and it is an engagement, only under the following conditions: Customers must respect the conditions of payment and payment of installments, timely supply with the technical specifications, absence of delay in studies or preparatory work, absence of force majeure, social, political, economic or technical events impeding the progress of our factories or their supply of components, energy or raw materials.

Article 5 • Price - Price

Our tariff and price offers apply to all our customers on the same date.

They may be revised upwards during the year, after prior notice to our customers.

Any tariff modification will automatically be applicable on the date mentioned on the new tariff.

Our prices are fixed by the tariff or the offer of prices in force on the day of the purchase order.

Unless otherwise agreed, they are exclusive of tax, departure from our premises and are calculated net without discount.

Unless otherwise agreed, packaging is determined and prepared by our company. They are charged in addition to the prices indicated with no possibility of return.

For prices specified by quantity, any order for a smaller quantity may result in a change in the price indicated.

Article 6 • Terms of payment

Unless otherwise agreed, our invoices are payable by check or wire transfer within thirty days of invoicing.



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The due date appears on the invoice. In the absence of a due date mentioned, the price must be paid on the thirtieth day following the date of receipt of the goods or performance of the service requested.

Only redemption of bills or letter of exchange will be considered as full payment. In the event of total or partial non-payment of the goods on the due date, the buyer must pay to the company "NEYCO" a penalty of delay equal to three times the rate of the legal interest. The legal interest rate used is that in force on the day of delivery of the goods. This penalty is calculated on the amount inclusive of VAT, of the remaining sum due, and it runs as from the price due date without any prior notice being required. In addition to the late payment, any sum, including the deposit, not paid on its due date, will automatically imply the payment of a fixed compensation of 40 euros due for recovery costs.

These penalties will be charged to the client's statement of account at the end of each month.

Article 7 • Retention of title

The transfer of ownership of our products is suspended until complete payment of purchase by the customer, in principal and accessories, even in the event of granting of delays of payment. Any contrary clause is deemed unwritten. By express agreement, our company will be able to use its rights provided under this clause of retention of title, for any of its claims, on all of its products in the possession of the customer, the latter being conventionally deemed to be the unpaid ones, and our company will be able to take back or claim them as compensation for any unpaid bills, without prejudice to its right of cancellation of sales in progress.

The customer may resell its unpaid products only in the normal course of business, and may in no case pledge or agree to secure its unpaid inventory. In case of insolvency, the customer will refrain from selling its stocks up to the amount of unpaid products.

In the case of non-payment and unless we prefer to request the full performance of the sale, we reserve the right to cancel the sale after formal notice and to claim the delivered goods, the return costs remaining are at the expense of the buyer and the payments made to us will be retained as a penalty clause.

Our company may unilaterally establish or have an inventory of its products in the possession of the customer, who undertakes, in advance, to give free access to its warehouses, shops or other for this purpose, ensuring that the identification of the products of the company is always possible.

In case of initiation of insolvency or liquidation proceedings, the orders in progress will be automatically cancelled, and our company reserves the right to claim the goods in stock.

This clause does not prevent the risks of the goods from being transferred to the buyer as soon as they are delivered, the latter being the depositary and guardian of the said goods.

Article 8 • Guarantee of visible and hidden defects

8.1 The products must be verified by the customer upon delivery, and any claim, reservation or dispute relating to missing goods and visible defects must be carried out under the conditions set out in article 4 hereof. In case of visible defects, the defective parts are replaced by us, subject to verification of alleged defects.

The customer must provide any justification as to the reality of the defects found, our company reserving the right to proceed, directly or indirectly, to any finding and checking on site.

Defects and deteriorations of the delivered products resulting from abnormal conditions of storage and / or storage at the customer, in particular in the event of an accident of any nature whatsoever, will not give right to the warranty due by our company.

8.2. The complaints of the existing defects at the time of delivery, and revealed after reception of the products, must be made by the customer in writing within 3 days following the date on which the lack of conformity was discovered..

No action in nonconformity can be engaged by the customer more than 30 days after the delivery of the products.

It is expressly agreed that after the expiry of this period, the customer could not invoke the non-conformity of the products, or oppose it in counterclaim to defend himself in the course of a debt recovery action brought by our company.

8.3. Under the warranty of hidden defects, our company will only replace the defective goods free of charge, without the customer can claim damages, for any reason whatsoever.

Our company warrants its products against hidden defects, in accordance with the law, usages and case law under the following conditions:

- Our warranty only applies to products that have become the regular property of the buyer. It only applies to products fully manufactured by our company. It is excluded when our products have been used under unspecified conditions of use or performance;
- our warranty only applies to hidden defects. Our customers being professionals, the hidden defect means a failure of manufacture of the product rendering it unfit for its use and not likely to be detected by the buyer before its use. A



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design defect is not a hidden defect and our customers are deemed to have received all the technical information relating to our products;

- we do not cover damage and wear resulting from special or abnormal fitting of our products unless it has been made under our supervision;
- our warranty is limited to replacement or repair of defective parts;
- our warranty is limited to the first twelve months of use. Our parts are deemed to be used by our customers as from the date of delivery. Our warranty ceases automatically at the end of this period;

• Our warranty ceases automatically if our customer has not notified us of the alleged defect within twenty clear days from its discovery. It is his responsibility to prove the day of this discovery.

Article 9 • Force majeure

Are considered as force majeure or fortuitous events, events beyond the control of the parties, that they could not reasonably be expected to predict, and that they could not reasonably avoid or overcome, to the extent that their occurrence make totally impossible the execution of the obligations. Are among others assimilated to cases of force majeure or fortuitous events discharging our company of its obligation to deliver within the deadlines initially fixed: Strikes of all or a part of the staff of our company or its habitual carriers, fire, flood, war, production stoppages due to unforeseen breakdowns, impossibility to be supplied with raw material or subcontracting, epidemics, thaw barriers, roadblocks, strike or energy supply disruption, or supply disruption for a cause not attributable to our company, as well as any other cause of supply disruption attributable to our suppliers.

In such circumstances, our company will notify the customer in writing, including by fax or e-mail, within eight days as from the date of occurrence of events, the agreement binding our company and the customer then being suspended without compensation, as from the date of occurrence of the event. If the event was to last more than 30 days from the date of its occurrence, the sale agreement concluded by our company and its client may be terminated by the most diligent party, without any of the parties can claim damages. This termination will take effect on the date of first presentation of the registered letter with acknowledgment of receipt claiming withdrawal of the said sales agreement.

Article 10 • Jurisdiction

The election of domicile is made by our company, at its headquarters.

Any dispute concerning the application and construction of these general business conditions, their execution and the sales agreement concluded by our company, or the payment of the price, will be brought before the commercial court of the head office of our company regardless of the place of the order, delivery or payment and the mode of payment, and even in the event of a warranty call or multiple defendants.

Article 11 • Waiver

The fact that our company does not avail itself at a given moment of any of the clauses hereof could not constitute a waiver of the execution of these same clauses at a later date.

Article 12 • Governing law

Any question relating to these general business conditions as well as the sales that they govern, which would not be treated by the present contractual stipulations, will be governed by the French law to the exclusion of all other laws and regulations, and, on a suppletive basis, by the Vienna Convention on the International Sale of Goods.



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