

GENERAL TERMS AND COMMERCIAL CONDITIONS OF SALE – EXPORT 2023

The following general conditions of sale shall be communicated with any offer, shall constitute an essential term thereof, and shall be applied to any order placed by the buyer. They shall prevail notwithstanding any stipulations to the contrary that may be included in the buyer's order forms, its general conditions of the purchase or any other document issued by it.

If at any given moment the seller fails to take advantage of one or more of the conditions of sale, this shall not be deemed to constitute a waiver thereof, and the seller shall remain free to always require their application.

1. General conditions

The prices and information contained in the catalogues, brochures and price lists are given for the purpose of information only. The seller reserves the right to make any modification to machines and machine parts which are featured on the forms for advertising purposes.

The supply shall be strictly limited to the technical specifications appended to the seller's offer. In the case of additional supplies, the prices and new time limits shall be negotiated separately between the seller and the buyer. In no circumstances may the conditions defined for additional supplies be detrimental to the conditions of the order. The benefit of the order shall be personal to the buyer and may not be assigned without the seller's express written consent.

2. Conclusion of the sale

Any order shall be placed with the seller by means of an order form drawn up by the buyer to which the present general conditions of sale shall apply. Acceptance of the order shall take place with the seller sending an acknowledgement of the said order. The said order acknowledgment, the present general conditions of sale and, where applicable, the seller's express written agreement to waive the present general conditions of sale shall constitute the sales agreement between the seller and the buyer.

No order shall be deemed to have been accepted until it has been acknowledged.

Where applicable, its acceptance shall be subject to the buyer's obtaining the respective export and import authorizations from the governments concerned.

Unless stipulated to the contrary, the seller's proposals, offers and estimates shall only be valid for two months following the date they were drawn up.

No amendment to the seller's proposals shall be deemed to be accepted by the seller unless express reference is made thereto in its acknowledgment of receipt of the order.

After acceptance of the order, if applicable, the seller shall supply one user manual in English or in French in respect of each item of equipment.

Any modification to the order requested by the buyer after the order acknowledgment must be expressly accepted by the seller and may not be taken into consideration unless it takes place prior to the equipment being made available or the commencement of the manufacture. Any modifications to the order accepted by the seller shall be set out in a rider to the agreement concluded between the parties. The said rider, signed by both parties, shall lay down the new conditions of the agreement, in particular the price and time limit for delivery. In the event of the seller not agreeing to the modification or a disagreement with the buyer in relation to the changes linked to the said modification, the seller shall refer to the terms of the initial contract and shall supply the corresponding equipment.

The buyer may not terminate the order unless the seller gives its written consent thereto on terms that indemnify the seller against any loss.

3. Price & quotations validity

The stated prices are for equipment delivered **ex-works** – ENVEA's premises (unloaded). Total prices are being calculated based on the unit prices and quantities. In case of discrepancy, unit price will prevail. [Incoterms® 2020](#) may apply - and, unless being specified or stated in the seller's quotation, the delivery is exclusive of packing, costs of carriage, custom duties, and taxes of any kind. Every specific package (tight box analyzer, sampling gas probe or head, rack cabinet, gas cylinder, etc.) will be invoiced in addition.

Our price and technical proposals remain **valid for a maximum of 60 days** from date of issue, unless otherwise specified in the proposal itself.

4. Payment

Unless otherwise negotiated, payment shall be made by irrevocable and confirmed documentary credit opened at the time of the order and payable at the counters of our bank with the following payment terms:

- 30 % at receipt of order by bank transfer.
- 70 % cash at sight against shipping documents.

Our banker:

For L/C opening:

LCL - LE CREDIT LYONNAIS

Service Crédits Documentaires (DSCF UAC ENT)

7 rue Charles Paradinas

92583 CLICHY CEDEX- FRANCE

Telex: 266364F

Swift CRLYFRPPXXX

All opening, amendments and confirmation fees are for the customer's account

For Bank Transfer:

LCL - LE CREDIT LYONNAIS

Centre d'Affaires Entreprises (EPGO SDC Boulogne N40)

122 avenue du general Leclerc - 92100 BOULOGNE BILLANCOURT- FRANCE

IBAN: FR05 3000 2023 7700 0006 0034 R31

BIC/Address SWIFT: CRLYFRPPXXX

"As per French Law n°80335 dated May 12th, 1980, the equipment remains our exclusive property until payment in full whatever the holder".

Company may make partial shipments and each shipment may be treated separately for the purpose of invoicing and payment.

Payment instalments may not be delayed on any ground whatsoever, even in the event of a dispute.

The seller reserves the right to require:

- Payment cash down prior to delivery if the buyer's financial situation warrants this; or if there have been previous payment difficulties with the buyer.
- Payment of an advance at the date of the order,
- Guarantees of due payment.

Default in payment of any instalments or any bill at its due date shall automatically, without any prior formal notice and rightfully result in:

- Any other payment instalment or any bill that has not yet fallen due becoming immediately due or payable even if a bill of exchange has been drawn up in respect thereof,
- The suspension of any work in progress or of deliveries in the case of delivery by instalments, or advance payment in respect of any order in the course of being carried out, as the seller thinks fit,

In the event of non-payment, the seller has the right to demand:

- Appliance of the last European Directive n° 2011/7/UE dated February 16, 2011 (transposed to French Law N° 2012-387 dated March 22, 2012) on combating late payment in commercial transactions which provides for a penalty interest of a minimum of three (3) times the legal interest rate or the ECB (European Central Bank) rate increased by ten (10) points or equivalent rates for Member States outside the euro zone or the EEA members.
- If the buyer sells, transfers, or pledges its business or its equipment, or contributes the same to another company in whole or in part, the sums due shall become immediately payable, whatever the conditions agreed prior to this.



5. Delivery

The seller will ship the equipment as instructed by the buyer. Unless otherwise stated in the order, the equipment will be delivered Ex-works unloaded and the risk of loss of or to the equipment shall pass to the buyer upon delivery. With regards to the equipment including a radioactive source (MP101M, Beta5M ...), the delivery is conditioned to that the Client must obtain the authorisation of distribution, import license, and/or possession-use of the radioactive source (C14 or other radioelement) from its local nuclear authorities.

Unless specifically described in the quotation, typical delivery time is 10 to 12 weeks for standard analysers and 16 to 20 weeks ex-works Poissy Factory for a global turnkey system (excluding august month).

"Ex-works", "FCA" and any other delivery terms used in the contract shall be defined in accordance with the latest version of incoterms.

If the shipment is delayed for any cause whatsoever outside the seller's control, and provided the latter consents thereto, the equipment shall be stored and, if applicable, handed at the buyer's exclusive cost, risk and peril, and the seller shall decline any subsequent liability in this connection.

The said provisions shall not in any way affect the obligations to pay for the equipment, shall not constitute any novation and the buyer shall remain fully bound by all obligations.

6. Time limits for the performance and / or Delivery

The seller will endeavour, within customary production schedules, to manufacture and ship the equipment on or before the scheduled shipping date. Delays may not in any circumstance be grounds for cancellation of the order.

The time limit shall start to run on the date the seller issues the order acknowledgment provided that the seller is in possession of the following:

- All information needed for carrying out the order,
- The first 30% payment instalment,
- Where applicable, any government licenses and authorizations necessary.
- The seller shall be automatically freed from any obligation as regards time limits for performance and/or delivery,
- If the information to be provided by the buyer has not arrived in due time,
- In the event of "force majeure" or occurrence of events such as: lock out, strike, work stoppage of any kind, epidemic, war, riot, revolution, requisition, act of state, mandatory reduction or cancellation of exports and/or imports, lack of or difficulties in the supply of raw materials, fire, flood, accident to machine tools, breakage of equipment, scrapping of major parts in the course of manufacture, interruption or delay in transport, any cause leading to partial or total unemployment on the part of the seller or its suppliers and generally in the event of the occurrence of any circumstance outside the seller's control or that of its suppliers. The seller, insofar as possible, shall keep the buyer informed of such events in good time.

7. Penalties

Delays in performance and/or delivery shall not in principle bind the seller to pay any damages, compensation, or penalty, unless stipulations to the contrary are specified in the special conditions.

Whatever the circumstances, penalties shall constitute full discharge and may be applied as from the end of the third full week of delay and shall be at the most equal to 0.5% (zero point five per cent) for each additional full week of delay with a maximum total of 5% (five per cent) of the value exclusive of tax of the equipment in the factory not yet manufactured or delivered.

No penalty may be applied unless the delay has caused real loss which has been established in the presence of both parties and if it has been caused by the seller, unless the provision of article 8.2 below applies.

No penalty may be applied unless the buyer has informed the seller in writing of the existence of penalties at the time of the order and has confirmed its intention to apply the said penalty at the specified time for performance and/or delivery.

Payments by the buyer may not be postponed or modified to take account of penalties, which in every case shall be invoiced and be paid for separately.

8. Order Cancellation and Penalties

Should the Purchaser decide, for whatever reason, to cancel an acknowledged order that has not yet been shipped, the following criteria will be applied for disposition of the order:

- 8.1 If the product in question is determined to be standard product, such determination to be made solely by ENVEA, the Purchaser will be assessed a penalty equal to 15% of the total amount of the order plus all other related costs and processing fees. Such penalty shall be immediately due and payable upon order cancellation. All prepayments made to ENVEA will be applied toward such penalty and costs.
- 8.2 If the product in question is determined to be custom product or modified stock product, such determination to be made solely by ENVEA, Purchaser will reimburse ENVEA for all costs incurred as of the date of cancellation with respect to such product, including but not limited to engineering, design and development costs, material costs, freight costs, manufacturing labour and overhead costs, inventory costs, processing fees plus all other costs related to the cancelled order. Such penalty shall be solely determined by ENVEA and shall be immediately due and payable upon order cancellation. All prepayments made to ENVEA will be applied toward such reimbursements of costs. Purchaser must notify ENVEA of intent to cancel in written form within five (5) days of verbal communication.

In the case that the product or system has been shipped and delivered, then in addition to the "non-shipped" penalties, additional cost to be evaluated by the service department may be applicable.

9. Transfer of risk

Unless otherwise stated in the order, the equipment will be delivered Ex-works and the risk of loss of or to the equipment shall pass to the buyer upon delivery.

10. Transfer of title

No title shall be transferred until the whole of the price in principal and incidentals has been actually paid.

If transfer of title is linked to a provisional or final acceptance or taking over procedure, the said acceptance or handover shall be deemed not have taken place with all the effects ensuing there from, unless within six months following the date of the delivery note the seller receives notification from the buyer of a detailed and precise discrepancy, rendering the equipment delivered unsuitable for use, and not repairable by routine maintenance. The said provisions shall not in any way modify the payment obligations for which the buyer is responsible and shall not constitute novation.

11. Reservation title

The seller reserves title in the items of equipment sold until receipt of full payment of the price in principal and incidentals.

12. Tests

All pieces of equipment shall be tested before leaving the seller's factories. The buyer may attend the said tests providing it specifies this at the time of the order and that this is agreed to by the seller in the order acknowledgment. Any tests at the buyer's premises or testing organizations shall always be at the buyer's expense. When the equipment is to be the subject of an acceptance or handover procedure this shall always be specified in the order and the costs relating thereto shall be borne by the buyer.

13. Repairs, spare parts, and accessories not under warranty

No equipment may be returned unless the seller agrees thereto in writing.

Equipment for repair shall be shipped carriage paid to the address indicated by the seller. The repair shall only be carried out after acceptance of the estimate for reconditioning. Spare parts and accessories shall be supplied on request, insofar as available. Travelling expenses and costs of putting repaired equipment, spare parts and accessories into operation shall always be billed as extras.



14. Warranty

14.1 Defects that fall under warranty

The seller undertakes to remedy any operational defect resulting from a defect in materials or in manufacture within the limits of the provision below.

The seller shall not be liable in the case of a defect caused either by materials supplied by the buyer or by a design imposed by the buyer.

Any warranty is also invalid in the case of incidents from accidental events or cases of force majeure as well as in the case of replacements or repairs resulting from normal wear and tear to the equipment, deterioration or accident resulting from negligence, lack of care or maintenance and defective use of the said equipment.

14.2 Duration and starting point of the warranty

Unless otherwise stipulated, the warranty period shall have a duration of twelve months from the date of delivery within the meaning of article 5 paragraph 2 above, even if the shipment or assembly are postponed for any reason outside the seller's control. Warranty extension for delivered equipment can be proposed as an optional service and up to 4 additional years. Typical warranty extension fees are 2.5% per additional year and should be taken at the moment of issuing the Purchase Order.

The repair, modification, or replacement of parts during the warranty period cannot result in extending the said equipment warranty period.

14.3 Buyer's obligation

To claim under warranty, the buyer must notify the seller in writing immediately of any defect it imputes to the equipment and supply any evidence in proof thereof. It must provide the seller with every opportunity to observe the said defects and to remedy the same. In addition, the buyer must not carry out any repairs or have repairs carried out by a third party without the written agreement of the seller.

The buyer shall be bound to check the equipment as soon as possible as it is accepted or handed over and at the latest within eight days following it being made available, failing which it may not make any later claims in respect of the declared defects.

14.4 Modalities or exercising the warranty

Once notified, the seller shall be responsible for remedying the defect at its own expense. The seller, however, reserves the right, as necessary, to modify the mechanisms of the equipment in such a way to comply with its obligations. The work resulting from the warranty obligation shall be carried out in principle in the seller's workshop after the buyer has returned the equipment or the defective parts to the seller for the purposes of repair or replacement, as the seller deems fit.

Nonetheless, if in view of the nature of the equipment, the repair has to be carried out on the site where it was installed, the seller shall be responsible for the labour costs in respect of the said repair, excluding the time spent on preliminary works or on dismantling and reassembly operations rendered necessary by the conditions of use or the location of the said equipment and relating to items not included in the supply in question.

The cost of carriage of the equipment or the defective parts, and in respect of the return of the repaired or replaced equipment or part, shall be borne by the buyer and in case of repair on site, the buyer shall be responsible for the travelling and accommodation expenses of the seller's representative.

Parts replaced free of charge shall be placed at the seller's disposal and shall become its property once again.

14.5 Repairs

In the absence of express agreement to the contrary, repair operations shall not give rise to any warranty other than that of satisfactory performance of the said operations.

15. Avoidance clause

In the event of non-payment of any sum at the due date, the seller reserves the right to cancel the sale, automatically and without prior notice eight days after the service of formal notice, containing a reminder of the present avoidance clause, by registered letter. In such case, the equipment shall be returned to the seller immediately, at the buyer's cost, risk, and peril, on penalty of the payment of a fine fixed at 10% of its value per week of delay. Instalments already paid to the seller shall remain its property, by way of damages.

16. Applicable law – dispute

The applicable law shall be French law. In the event of a challenge to all or part of the present terms of sale or those that may arise from fulfilment of any order, failing amicable settlement, jurisdiction is attributed to the Commercial Court of Versailles, FRANCE.

17. Non-disclosure of confidential and/or proprietary technical information

The Buyer shall not disclose any technical/proprietary information furnished by the Seller or acquired by the Buyer or by virtue of or as a result of the implementation of this order to any person, firm or body or corporate authority and shall make all endeavours to ensure such technical/proprietary information is kept CONFIDENTIAL. Title to such technical/proprietary information imparted/supplied by Seller to Buyer shall always remain the absolute property of ENVEA.

18. Software licence

All software programs which are embodied in a human readable media or machine-readable media and which include, but are not limited to, programs having a series of instructions, statements, and data, and are related materials furnished by ENVEA, are trade secrets and proprietary to ENVEA. ENVEA provides such programs under a non-transferable and non-exclusive license to use them on the system for which ENVEA provided it; the Buyer may not assign, sublicense, or otherwise transfer said licence and programs or materials without the prior written consent of ENVEA. In the event information/data is exchanged between ENVEA and the Buyer, both parties mutually agree not to expose said programs to any claim, lien, conversion, or any other encumbrance. ENVEA and the Buyer further agree to exercise due care and employ reasonable efforts to prevent disclosure of said technical information/data/program(s) unless it was or is:

- [i] Known to the receiving party without restriction when received or thereafter developed independently by the receiving party, or
- [ii] Obtained from a source other than the originating party, or
- [iii] In the public domain when received or thereafter enters the public domain through no fault of the receiving party, or
- [iv] Disclosed by the originating party to a third (3rd) party without restriction.

19. RoHS and WEEE Directive

ENVEA product is required to comply with the European Union's Waste Electrical & Electronic Equipment (WEEE) Directive 2002/96/EC.

ENVEA has contracted with one or more recycling/disposal companies in few EU Member States, and this product should be disposed off or recycled through them. Further information on ENVEA's compliance with these Directives, the recyclers in your country, and Information on ENVEA products which may assist the detection of substances subject to the RoHS Directive is available upon request.

20. ENVEA CONNECT™ APP: Connectivity of the latest generation devices

The Customer can extend the experience of using the new generation of ENVEA analysers from a smartphone or tablet with the ENVEA CONNECT™ application. It is a mobile application designed and managed by ENVEA for analysers and their users. With ENVEA CONNECT™ APP, they can find a lot of information directly on their smartphone and innovative support services.

The ENVEA CONNECT™ APP is an iOS (version 13.6 and higher) and Android (version 7.0 or higher) compatible application. It can be downloaded from the AppStore (IOS/Apple phones) or Google Play (Android phones) and therefore complies with their standards. Please refer also to the QR Code applied on each analyser supplied.

On first use, the user launches ENVEA CONNECT™ APP on his smartphone or tablet and follows the guided procedure. Once in front of the device, the smartphone just needs to be connected in WIFI so that the application can receive the information provided by the analyzer.

At the end of use, the analyser transmits a set of technical data to the application: consumption, possible technical alerts, and maintenance deadlines... It also memorises the position of the analyser and enables the internal software (firmware) of the analyser to be updated in real time.

This data can be transmitted to ENVEA via the user's smartphone for analysis to ensure the innovative support services made possible using ENVEA Connect™. The Client acknowledges that he has been informed of this purpose and gives his consent to the transfer.



21. Compliance

By accepting these goods, you agree not to sell, or otherwise distribute these products, directly or indirectly, (1) to any party located, organized under the laws of, or ordinarily resident in a country or territory subject to comprehensive OFAC sanctions, (2) to any party located, organized under the laws of, or ordinarily resident in a country or territory subject to OFAC sanctions, or (3) to any individual, entity, or other end user subject to sanctions imposed by the United States, European Union or its Member States, France or United Kingdom.