In the present document :
- "**RS ISOLSEC**" refers to any branch or subsidiary of the RS ISOLSEC Group. Where corresponding, special condition for each branch of subsidiary would be stipulated.
- " **the Purchaser**" refers to any firm or entity RS ISOLSEC is selling to.

I- GENERALITIES

1.1. All Sales by RS ISOLSEC are subject to the present General Sales Terms & Conditions which may not be revoked unless particular conditions previously accepted by RS ISOLSEC in writing.
1.2. Any purchase order imply full acceptance of the present General Sales Terms & Conditions by Purchaser, and imply the renouncement to the Purchaser own Purchase Conditions that may appear in the commercial documents, letters, papers and purchase notes, regardless of the date of transmission to RS ISOLSEC.

II- CONTRACT COMPLETION

2.1. The offers from RS ISOLSEC have a validity of three (3) months from their completion, unless otherwise stated in writing by RS ISOLSEC.
2.2. All purchase orders through telephone or verbal must be confirmed in writing (letter/email/fax) in order to be considered and officially acknowledged by our sending of formal order acknowledgement.
2.3. In the event of any discrepancy between the purchase order and the order acknowledgement, the content of the agreement will be determined by the order acknowledgement by RS ISOLSEC, unless the Purchaser has refused it in writing within the next 8 calendar days of its sending.
The rejection in writing by the Purchaser within eight (8) calendar days as above mentioned will prevent the acceptance of the purchase order by RS ISOLSEC, and will lead to a new negotiation. Eventual costs incurred by RS ISOLSEC till then (ie but not restricted to : manufacturing, sourcing, administrative, design…) will be dealt as per 6.4 & 6.5 of the present document.
2.4. Absence of Purchaser's written notice of rejection of the order acknowledgement by RS ISOLSEC implies the tacit acceptance of the conditions fixed by RS ISOLSEC in its written acceptance of the purchase order.
2.5. Once the purchase order is accepted in writing, the purchase order cannot be cancelled or modified unless prior agreement in writing by RS ISOLSEC group and on the condition that the expenses incurred shall be assumed by the Purchaser.

III- CONTENT OF THE CONTRACT

Offers, quotations and purchase order's acceptances of RS ISOLSEC are strictly limited to deliveries and/or services expressly referred to in the specific offer, quotation or acceptance of purchase order and the obligations imposed by law.

IV- DOCUMENTATION

4.1. Weight, size, drawings, designs, plans, operation and other indications referred to in the technical or commercial documentation of RS ISOLSEC are only indicative and they have contract value only if it is specified in the purchase order acceptance.
4.2. The documentation given by RS ISOLSEC to the Purchaser is according to the norms, technical specifications and usage standards in RS ISOLSEC's concerned branch company country, and applicable at the time of the contract conclusion. This documentation is property of RS ISOLSEC and cannot be used by the Purchaser or transfer to a Third Party without the prior and express authorisation, unless for the execution of the contract.

V- SELLING MODALITIES

5.1. Unless otherwise stated in the order acknowledgement, all sales will be concluded when the merchandise is "ex-factory". The export sales will be concluded "Ex-Works".
5.2. Any provisions defining the selling modality provided for in the contract will be deemed according to the INCOTERMS published by the International Chamber of Commerce, Edition 2010.
5.3. Regardless of the provision by RS ISOLSEC of operations requested and paid by the Purchaser which differ from the operations that correspond to RS ISOLSEC as a Seller in the modality stated in the contract, these operations will not modify the conditions of sales neither the content of the contract. The request by the Purchaser of this kind of operations implies that they will be at the Purchaser's own risk and expenses. The Purchaser shall reimburse any sum to RS ISOLSEC on the presentation of the corresponding invoices, including overhead costs.

VI- DELIVERY – PASSAGE OF RISK – TITLE

6.1. Delivery and passage of risks are assumed to take place when the products are made available to the Purchaser according to the contract modalities stated in the contract and under these General Sales Terms & Conditions.
Property rights of the products are only transferred to the Purchaser
once he has completed full payment of the contractual value to RS ISOLSEC.
Property rights of documentation, production means, and any intellectual property related to the product cannot be transferred to the Purchaser whatsoever.
6.2. Merchandise delivered from RS ISOLSEC factory will be transferred at Purchaser's own risk and expenses. Any complaint regarding transport must be addressed to the forwarder. To be valid, claims to forwarder must be expressly mentioned on the delivery note at the time of delivery, and confirmed by registered letter with evidence of delivery (return receipt) within 3 working days following receipt of the goods (art L133-3 of French Code of Commerce when applicable). Failure to do so would deny Purchaser from claiming any losses or damages.
6.3. The products delivered according to the purchase order as accepted by RS ISOLSEC, may not be returned or exchanged.
6.4. In case the PO would be put on hold by the Purchaser, finished or semi-finished products plus components will be held on stock by RS ISOLSEC at no cost for a period of 1 calendar month counting from written notification from Purchaser, or agreed delivery date if full production is completed. Beyond that period, storage fees will apply unconditionally and without having to further inform Purchaser, at the monthly rate of 1.25% of the value of finished, semi-finished products and component value, where such value will be indicated by RS ISOLSEC.
6.5 In case of cancellation of PO by Purchaser, finished or semi-finished products plus components will be invoiced to the value of completed work and components value, value to be indicated by RS ISOLSEC.

VII- DELIVERY DATE

7.1. Unless otherwise stated in the acceptance of purchase order, delivery dates are estimated. RS ISOLSEC reserves the right to deliver to the Purchaser in partial shipments with its corresponding partial invoices.
7.2. In any case, the delivery date defined in the contract will be computed from the date of receipt by RS ISOLSEC of all the information necessary for the completion of work and delivery of the products, evidenced by the edition and sending of our order acknowledgement.
7.3. Lead time does not take into account neither the closing periods of the factory due to national, regional, local or seasonal holidays nor any delays originated from the Purchaser, or delays in reception or control of the product by the purchaser.
7.4. When no delivery date is established, RS ISOLSEC will deliver the products on the basis of its manufacturing possibilities.
7.5. Delay in delivery would not entitle the Purchaser to cancel the order, neither to claim for compensation except otherwise agreed in writing and signed by authorised personnel of RS ISOLSEC.

VIII- CONTROL – ACCEPTANCE

8.1. The products sold by RS ISOLSEC are controlled in own factory according to its standard test procedures, without requiring acceptance from the Purchaser.
8.2. If an inspection (such as Factory Acceptance Test) is stipulated in the contract, the operations involved will take place at the factory of RS ISOLSEC, with costs borne by the Purchaser, and within a maximum period of 15 (fifteen) calendar days from the date of issue of the convocation in writing to carry out this acceptance. All such acceptances will be subject to a memorandum to be signed by both parties.
8.3. If the Purchaser, being properly forewarned, fails to report to the acceptance of the product within the previously established period, the acceptance will be carried out by RS ISOLSEC in accordance to the terms of the article 8.1, or contractual terms if any, with the issuance of consecutive test certificate to be considered as true and final, fulfilling RS ISOLSEC's contractual obligations.
8.4. Should the Purchaser estimate that products delivered by RS ISOLSEC do not meet contractual specifications; the Purchaser should notify RS ISOLSEC by registered letter with return receipt within four (4) calendar days following the receipt of the products. Evaluation of the claim by RS ISOLSEC and negotiation between the parties would then follow.

IX- DELAYS IN RECEPTION

9.1. In the event that the Purchaser fails to collect the products in the place and date established in the contract for reasons beyond RS ISOLSEC control, the products will be stored by RS ISOLSEC where it estimates most convenient at Purchaser's own risk, expenses and responsibility. RS ISOLSEC does not accept any liability on this matter.
In case of warehousing at RS ISOLSEC's premises, cost will be charged to Purchaser at the rate of 1.25% per month, calculated on EXW value of the products.
9.2. If one (1) month after the delivery date estimated in the contract and eight (8) calendar days after the date of issue of a registered letter requesting collection of the products by the Purchaser, the Purchaser fail to respond or proceed, RS ISOLSEC will be entitled to withdraw from the contract concerning these products without the necessity of requesting the termination of the contract in a court.
Any amount due to RS
ISOLSEC by the Purchaser for the products referred above, shall become payable immediately; RS ISOLSEC will also be entitled to claim for costs and compensations.

X- WARRANTY

10.1. RS ISOLSEC guarantees its products against all hidden defect of material or workmanship that appears during the twelve (12) months following EXW delivery date.
10.2 The use of the guarantee does not extend the warranty period attached to the product.
10.3 For products resold without modification and the components that RS ISOLSEC purchases from suppliers, the guarantee of RS ISOLSEC is expressly limited to the guarantee granted by the original supplier.
10.4 The Purchaser must check all products at the time of reception. In order to be covered by the warranty indicated in 10.1, the defects detected as a result of such verification will have to be immediately communicated in writing to RS ISOLSEC. Any further manifestation of a hidden defect must be communicated immediately to RS ISOLSEC in writing.
10.5 The warranty is limited to the repair or substitution of defective part in the factories of RS ISOLSEC. Costs for dismantling, packing, transport, reassemble, reinstall or any similar are at Purchaser's own expenses.
10.6 The warranty does not cover any fault originating from material or instructions supplied by the Purchaser, neither from faults due to a conception or manufacturing procedure imposed by the Purchaser, nor reparations that may be necessary as a result of abnormal usage of the product, fortuitous event or an event of force majeure, nor perishable materials or products. The present guarantee does not apply in case of usage not carried out according to the rules and regulations of country of origin of the products
10.7 This warranty only applies within the frame of intended use of the product as specified in the order acknowledgement. It does not cover damages caused by negligence or improper use made by the purchaser or by a third party, including non-compliance with technical specifications, recommendations or instructions given by RS ISOLSEC, during, transport, storage, installation, start-up, operations and maintenance, or damage caused by manipulation, repair or interventions carried out by the Purchaser or by any third party without the prior agreement in writing of RS ISOLSEC, nor the use of parts/accessories not approved or not recommended by RS ISOLSEC.

XI- EXCLUSION AND LIMITATION OF LIABILITY

11.1.Without prejudice to hidden defects legal warranty, RS ISOLSEC shall not indemnify the Purchaser in case of non-material damages, indirect, special or consequential damages to the Buyer as a result of wrong performance or non-performance of the contract, for example: loss of business, loss of income, loss of customers, inability to use the product.
11.2. Notwithstanding any provision to the contrary, the total aggregate liability of RS ISOLSEC, on all grounds of liability combined, arising out of or in connection with this contract, whether based on breach of contract, tort (including negligence) or any other legal basis, is expressly limited to the total amount excluding VAT actually paid by the Purchaser in respect of the purchase order concerned giving rise to the claim.
RS ISOLSEC shall in no event be liable to the Purchaser, whether on a contractual basis, in tort (including negligence), for breach of a legal or other obligation, for any indirect, special or consequential damage, nor for any loss or corruption of data, nor for any loss of equipment or tangible property, nor for any economic loss, nor for any liability for losses or damages of any kind whatsoever suffered by third parties (including, in each case, incidental and punitive damages), nor for any loss of actual or anticipated profit, interest, turnover, expected savings or business, nor for any damage to reputation or goodwill, arising directly or indirectly from or in connection with any contract relating to the supply of goods, software and/or services (or any part of a contract relating to such goods, software and/or services).

XII- INTELLECTUAL PROPERTY

RS ISOLSEC remain sole proprietary at any time before, during and after the sale to the Purchaser of the intellectual rights of any kind (patents, brand, design, drawings and models, product names, production means, tooling, know-how and processes,…), and generally any document supplied to the Purchaser even if no purchase order was issued, henceforth including offers, documents backing said offers or design submitted for project review. Such shall not be used or transferred by Purchaser to any third party or entity unless expressly authorized in written by accredited member of RS ISOLSEC. In the event of Purchaser breaching this clause, RS ISOLSEC will be eligible to claim for compensation of prejudice in any relevant court.

XIII- PRICE

13.1. Unless otherwise agreed, the price indicated in the offer of RS ISOLSEC or in the acceptance of purchase order apply to the delivered products under the terms of this Agreement, excluding packing costs, taxes or other charges that shall be added to the price if required.
13.2. RS ISOLSEC reserves the right to review these prices until the agreed delivery date, in the case of price review clause defined in the offer of RS ISOLSEC, or in the acceptance of purchase order.
13.3. One invoice will be sent to the Purchaser for each delivery, with its own due date.

XIV- PAYMENT

14.1. Unless otherwise agreed and acknowledged by RS ISOLSEC, payment of the invoices shall be made by bank transfer for the total amount without deductions or compensations of any type, within :
- 60 days net or 45days end of month for invoices issued by RS ISOLSEC SAS, France, as per LME French regulation
- 60 days following the date of the invoice for invoices issued by RS ISOLSEC SLU, Spain, according to "ley 15/2010"
- 30 days net for export invoices.

In case of first PO of new customer, payment by bank transfer on proforma invoice prior to manufacturing is required.
14.2. Whatever the case, the Purchaser may not withhold payment of overdue invoices.
14.3. No discount for advanced payment will be accepted, unless otherwise agreed in written.
14.4. In the event of overdue invoices, flat processing fees of 40EUR will be applied, plus fees at interest rate of Euribor+25%, calculated on amount due from due date until the date full payment is received on RS ISOLSEC's account.
Furthermore, in the event of late payment, and without prejudice of other actions based on local legislation and the present General Sales Terms & Conditions, RS ISOLSEC may :

i) suspend the execution of its contractual obligations until reception of full payment, or
ii) withdraw from the Agreement without having to request it in court, if the Purchaser does not make the payment within 8 (eight) days from the date of a formal notification requiring the payment.

14.5. In the event of late payment, RS ISOLSEC reserves the right to require full payment of any outstanding order or to suspend or cancel the outstanding orders.

XV- TAXES

Taxes that may apply in the moment of invoicing will be invoiced and fully paid by the Purchaser in the due date of the invoice.

XVI- PROPERTY RIGHTS

16.1. RS ISOLSEC holds property rights of the sold products until the date that the full payment is received from Purchaser. The non-payment of invoice by Purchaser entitles RS ISOLSEC to reclaim all the products supplied, recovering them at Purchaser's expenses, responsibility and liability. Until the full payment of the products by the Purchaser, this latter undertakes not to transfer or to sell the products, and to keep them the way they could be identified as property of RS ISOLSEC.
16.2. The risk of loss and damage is transferred to the Purchaser from the moment that the goods are made available to the buyer according to article 6.1.

XVII- FORCE MAJEURE

17.1. In case of force majeure or any circumstances beyond the control of the parties such as fire, flood, labor dispute, strike (at RS ISOLSEC or its suppliers), mobilization, lawsuit, seizure, lack of transport, lack of supplies, etc., which could hinder the performance of contractual obligations, the execution deadlines of its obligation will be extended while these events last. Contractual obligations shall resume spontaneously upon ceasing of above referred events. The party experiencing the above referred events shall immediately advice in writing the other one of their existence and their ceasing.
17.2. If the performance of the contract is impossible due to an event of force majeure, RS ISOLSEC has the right to terminate the contract through a notification in writing, without requirement of a judicial decision.

XVIII- AUTONOMY OF THE CLAUSES

If a clause or provision of this General Sales Terms & Conditions be declared illicit, illegal or invalid in accordance with the applicable law of a competent jurisdiction, this clause or provision may not prejudice the validity of the other clauses or provisions of this General Sales Terms & Conditions.

XIX- APPLICABLE LAW AND JURISDICTION

20.1. This Sales General Conditions shall be governed by the laws of settlement country of RS ISOLSEC.
20.2. Any dispute regarding to the contract or its form, performance, termination or interpretation shall be settled by the jurisdiction of the relevant court :
- Courts of Barcelona (Spain), for RS ISOLSEC SLU, acknowledged by the parties as the only one competent
- Courts of Orleans (France), for RS ISOLSEC SAS, acknowledged by the parties as the only one competent.