

## REPAIR TERMS AND CONDITIONS

These terms and conditions apply to contractual relations between the requester of the repair or its employees (the customer) and the repairer or its employees, unless special terms are established by the repairer.

### **Article 1:** - Quotations

The quotations requested by the customer and supplied by the repairer constitute a firm commitment regarding the prices of the spare parts, supply of labour and ingredients.

If the price varies by more than 10% compared with the initial quotation, an additional quotation must be accepted by the customer.

However this commitment is only valid for 15 days after receipt of the quotation.

The quotation becomes a repair order as soon as it has been validated by the customer's signature.

If the customer does not validate the quotation, the costs of cleaning, dismantling and reassembly in order to draw up the quotation, of the quotation itself as well as any security costs, are chargeable and payable in cash according to the repairer's conditions.

If services and supplies other than those specified in the quotation are required while the repair is being carried out, and if the estimated cost exceeds the initial quotation by more than 10%, an additional quotation must be sent by the repairer. Otherwise, the customer is deemed to have authorised the repairer to take the most effective action, in accordance with good practice.

In exceptional cases where, due to its urgency, the repair is completed on site without a preliminary quotation, the customer or its authorised representative must make available to the repairer all of the material and human resources that it has. The repair order signed, with or without reservations, by the customer or its authorised representative, constitutes a contractual document.

### **Article 2:** Repair order

All repairs result in the drawing up of a repair order by the repairer, at the latest on receipt of the equipment.

The repair order must indicate the operations accepted by the customer, the expected duration of the work, and where appropriate, the date of return of the equipment.

The repair order is validated by the customer's signature.

### **Article 3:** Availability in the event of on-site repair

If the equipment is not made available during the intervention, at the date and time agreed by the parties, waiting costs will be charged under the terms of the quotation or under the special terms.

### **Article 4:** Lead times

Lead times are always provided for information only, and start from the availability of the equipment.

The lead times do not take into account additional work

not initially planned, any unforeseeable delays due to shortage of stocks of spare parts, delivery problems, or events beyond the repairer's control. Such events will not result in any compensation.

However, the repairer must notify the customer if the lead time initially planned is exceeded by more than a third. Failure to meet the lead times, regardless of the reason, cannot result in the payment of any compensation to the customer.

### **Article 5:** Acceptance of work

The intervention report, which constitutes acceptance of work, is given to the customer or its representative at the intervention site. After being signed by the customer or its representative, with or without reservations, it constitutes a contractual document.

If it is not accepted by the customer or its authorised representative, the intervention report is sent to it directly. If the customer has not expressed any reservations within a time limit of three days, the report is assumed to have been received and the work accepted.

The repairer cannot on any account be held responsible for the equipment once the on-site repair has been completed, and after acceptance or lack of acceptance.

### **Article 6:** Collection of the equipment on completion of the work

According to common professional practice, the availability of the repaired equipment is notified in writing (by fax or email).

If it is not collected, the sending of the invoice constitutes the supply of the repaired equipment.

If the equipment is not collected within 15 days of the date of notice of availability, and after sending formal notice by registered letter with acknowledgement of receipt without response, security costs will be claimed from the customer, without prejudice to the application of legal provisions regarding the sale of certain abandoned objects.

### **Article 7:** Parts replaced

If the customer wishes to recover the parts replaced, it must specify this when the quotation or repair order is drawn up.

Otherwise the parts are deemed to have been abandoned and the repairer will keep them, without incurring liability towards anyone, and may pass on the disposal costs to the customer.

### **Article 8:** Billing

**8.1 Repair in the workshop:** In the event of repair in the workshop, the billing rules are specified in the quotation.

**8.2 On-site intervention:** In the event of urgent on-site intervention without a preliminary quotation, if labour and travel are not charged on a flat-rate basis, this must be clearly stated by the repairer, and billing is subject to the following rules:

- Normal working hours are those worked between 8 am and 6 pm on weekdays that are not public holidays

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- Overtime represents hours worked on weekdays that are not public holidays, after 6 pm and before 8 am,

- Exceptional working hours are those worked at the express request of the user of the equipment between 10 pm on Friday and 8 am on Monday, or on public holidays between 10 pm the previous day and 8 am the following day.

**Employee travel:** travelling time is considered equivalent to normal working time and charged as such.

**Travel expenses:** these include the transport costs, meals, accommodation and tolls, and are charged in addition to the travelling time.

If there is no quotation, labour, supplies and all ancillary costs are charged at the rate in force at the time of billing.

### **Article 9:** Payment

**9.1 General rules:** Services are payable in cash, net and without a discount, according to the terms of the quotation and the intervention report, at the latest on collection of the equipment or at the end of the intervention, unless there is a special agreement.

The repairer has a right of retention for repairs in its workshops, for all payments stipulated as in cash, if the customer fails to make the payment in cash.

**9.2 Non-payment:** Any amounts outstanding at the due date will result in:

- all outstanding amounts becoming due for payment, regardless of the method of payment specified,
- payment of a late payment penalty calculated at 1.5 times the legal interest rate in force, from the due date of the debt until the date of actual payment,
- receipt of compensation under the penalty clause, equal to 15% of the amounts due.

**9.3 Insurance company:** Since the repairer has no legal link with the customer's insurance company, the customer alone remains liable for payment of the work, even if the cost of the service is totally or partly covered by the insurance company, to which the repairer will provide all of the information available, with the policyholder's consent.

### **Article 10:** Contractual warranty

The repairs and parts replaced are covered for a period of 3 months from acceptance of work as specified in Article 5.

#### **The following are excluded from the warranty:**

- Supply by the repairer of equivalent equipment during the shutdown period,
- Postal charges for the warranty operation, which remain payable by the customer.
- If the parts fitted by the repairer have been replaced by the customer by other parts,
- If the damage is due to negligence or improper use of the equipment by the customer,
- If the repairer considers it necessary to replace or repair certain parts, and this is refused by the customer,
- If the equipment is restarted without the repairer

or its representative being present, or by another participant that has not been approved by the repairer.

- The repairer does not cover the indirect consequences of any defects (operating loss, shutdown etc.) or non-material damage.

### **Article 11:** Liability of the repairer and the customer

The repairer cannot on any account incur liability:

- If it was not present when the equipment repaired was dismantled,
- or if any third party carried out a repair after the disputed repair,
- or if the user has not complied with the manufacturer's instructions for use.

In general, in the event of proven liability for damage to the equipment entrusted to the repairer, the repairer's liability is limited, by express agreement and in all cases, to the repair or replacement of the aforementioned equipment.

The repairer accepts no liability for consequential injury or immaterial damage, such as in particular loss of turnover and/or loss of profit, which the customer expressly accepts.

The repairer and the customer are covered respectively by their professional indemnity insurance.

### **Article 12:** Retention of title clause

The repairer retains ownership of the spare parts incorporated in the equipment that has been repaired by it, until the repair has been paid for in full.

In accordance with the legislation, the right to recovery can be exercised even in the event of receivership or compulsory liquidation of the customer.

### **Article 13:** Force majeure events

The repairer's obligations are suspended in cases of force majeure.

### **Article 14:** Safety

For on-site interventions, the customer, in consultation with the repairer, will analyse the risks (in particular the work situation), and take any measures required to ensure the safety of the repairer and its employees, and to provide first aid.

If the repairer considers that the safety conditions have not been respected, it can exercise stop work authority. It will recover the costs resulting from stopping work.

### **Article 15:** Waste

In the event of on-site repairs, it is up to the customer to deal with waste disposal.

Otherwise the repairer will charge the corresponding service to the customer.

### **Article 16:** Allocation of jurisdiction

Any disputes resulting from a service fall within the jurisdiction of the court for the place where the repairer's head office is located.