

# Terms and Conditions of Sale

## Article 1. Scope of Application

These terms and condition of sale are systematically sent or given to every buyer from order, and involve the full and unconditional acceptance of the buyer. They supersede the Terms customer purchase. No particular condition can prevail against the T & Cs. all otherwise provided under a condition of the buyer, will be unenforceable to the seller, regardless of when it may have been brought to its knowledge.

## Article 2. Order

Unless previously agreed, the total price of the products ordered is required when placing the order.

The customer has a period of five working days at the date of acknowledgment of receipt of order of Watec France website for modify or cancel his order in writing. After this period, the order will be deemed definitive for Watec France, with the present Conditions.

## Article 3. Price

Quotes are valid thirty days of their from mailing.

In the absence of currently valid quotes, the price used for that order is the going rate at the date of receiving this command.

In case of fluctuations in the US dollar or the yen, the Prices of particular conditions appearing at the bottom of offers are adjusted

In cases where an event beyond the seller's control would change the price significantly (more 2%) between order and delivery, the price of the sale will be updated up to 80 % of original price by applying the rate in force on the day of release.

The shipping costs are always buyer's expense.

## Article 4. Shipping

The delivery consists of delivering the product directly to the customer or his mandatary to the place specified in the purchase order, or by simple notice of provision, by delivery to a shipper or a carrier in the vendor's premises. Any other means of delivery will be subject to a written agreement.

Delivery times in the acknowledgments sent by the website Watec France are indicative, they are based on supply possibilities and transport seller, an overdue cannot result claim damages

However, if three (3) months after the indicative date, the product was not delivered, for any reason other than force cases major (strikes, accidents, inability to obtain supplies ... the sale may be canceled at the request of either party.

## **Article 5. Reception**

The buyer has to check the products at the time of receipt. The buyer will justify the defects or anomalies found and put the seller in a position to note and remedy any defects. you must issue all potential reserve by registered letter with acknowledgment of receipt from the carrier, within three (3) business days from delivery. The Complaints about defects or non-compliance of the products delivered shall be send by registered mail within five (5) days. After this time, any delivery shall be deemed accepted the seller's liability cannot be sought in respect of apparent defects of the product.

All product returns will be subject to an application for return (RMA) and are at the responsibility of the purchaser. The product must be returned new and in its original packaging.

## **Article 6. Payment**

Unless previously agreed, the total price of the products ordered is required when placing the order.

In the case of another payment condition in agreement with Watec France:

We reserve the ownership of materials and supplies unto the full payment by Buyer. Our retention of title covers both goods and their price if they have already been resold (French Law n°80335 of May 12, 1980). Late penalties, twice the legal Interest Rates.

Any delay in payment leads to the possibility of immediate demands the payment of sum amount due from the customer and any legal costs.

The amount of the late payment interest will be charged of right on all discount, discounts, etc. owed by the seller.

In case of default of partial or full payment of the customer, 48 hours after a demand, remained unsuccessful, Watec France may suspend and / or cancel orders in progress, require all warranties and / or suspend performance of its obligations under contracts in progress between the parties. The seller may request in interim proceedings a product return. The resolution will hit not only the order in question but also all previously unpaid orders, delivered or in course of delivery as the payment is expired or not. The buyer expressly waives to pit against the seller a right of retention or compensation.

In case of payment by negotiable instrument, the non-return of the negotiable instrument will be considered a refusal of acceptance likened to a non-payment. Similarly, when payment is staggered, non- payment of a single deadline will result the payability of immediate payment of the entire debt, without formal notice.

## **Article 7. Passing of risk**

The products are deliverable, Port in addition. The Risk transfer on products occurs upon delivery. Products travel at buyer's risks, which will assure the product on behalf of whom it belongs and justify at any time at Watec France.

## **Article 8. Property reserve**

The products sold are assorted with a retention of title clause. Watec France retains ownership of goods sold as long as the full payment was not collected. These provisions do not impede, on delivery of products, of the transfer to purchaser of the risk of loss or damages of goods subject to retention of title.

The ownership of all products delivered to the purchaser will be reserved to the seller, As long as the buyer will be owe at the website Watec France of any amount concerning a product order (including interest on arrears). In the case of a claim action, the amounts paid in partial payment of the price will remain as of right permanently acquired to Watec France as compensation.

## **Article 9. Guarantee / Repayment**

Watec France insure for one year the repair or replacement of products affected by manufacturing defect. The warranty covers parts and the workforce, except sending the defective equipment at the seller's technical center. The latter shall pay the return postage therefor for any sending to mainland France. The guarantee does not apply if failure of the product resulted from improper use or a use in an improper environment with that recommended in Watec France.

The guarantee excludes obvious defects and faults caused by natural wear or an external accident (Faulty maintenance, improper assembly ...).

Shipping costs are borne by the customer. Return costs to the customer are at the Watec France load. The care of the transportation and insurance costs will be applied only in the country where initial delivery was performed.

The period during which the customer can request a refund or assert his right to withdrawal is 30 days from the date of receipt of the item. All product returns will be subject to an application for return (RMA) and is at the risk of the purchaser. The product must be returned new and in its original packaging.

The refund of products in the cases referred to above will be made within less than or equal to 15 days period after the receipt of goods by Watec France. Reimbursement will be made in the currency used for payment at the option of Watec France by crediting the customer's bank account or by check sent to the customer who placed the order and billing address. If payment was made by PayPal, the refund will be done on the PayPal account.

## **Article 10. Right of withdrawal for companies**

The right of withdrawal of 14 days from receipt of the goods or from the date of conclusion of the service contract applies to professionals who (article L121-16-1 of the Consumer Code) have less than 5 employees in the 'company and if the object of the contract is not in the main field of activity of the company.

The equipment must be returned in good working condition, in its original, undamaged packaging, nor taped and properly repackaged (manuals, CD and cables provided).