General sales terms

Updated in December 2013

• ARTICLE 1 - SCOPE OF APPLICATION
The present terms and conditions of sale (hereafter CGV) govern the rights and obligations of CARLY S.A.S. (hereafter designated as «CARLY») and its customer, an entity having the capacity of an informed professional (hereafter designated as “Customer”), having ordered products from CARLY (hereafter designated as “Products”).

• ARTICLE 2 - ESTABLISHMENT OF THE CONTRACT
Any order placed by the Customer is subject to acceptance by CARLY. The order is considered as firm and definitive from the time of receipt by the Customer of a written confirmation from CARLY which confirms that said order has been definitively recorded. This confirmation is deemed as the date of establishment of the sales contract between the Client and the CARLY.

• ARTICLE 3 - PRICE
The prices of the products sold are those applicable on the order date. They are expressed in Euros, free of any taxes or fees. The final price indicated on the invoice is set according to the specific terms of the order, after applying possible reductions, and after entering the French VAT, as needed, as well as carriage costs on the without prior notice.

• ARTICLE 4 - DELIVERY
Delivery may take place in two ways:
- the Customer takes delivery of the goods ordered in our workshops on the agreed date, the time of delivery is confirmed by CARLY, and CARLY reserves the right to charge order products at the prices indicated on the order.

• ARTICLE 5 - RISKS INCURRED
All our merchandise, even that delivered carriére free, is sold as accepted in our warehouses.
In any case, the transport risk is borne in totality by the Customer, which has responsibility for verifying the apparent condition of the Products delivered and, in case of damage or loss, for stating all reservations in writing on the waybill and to exercising all recourse against the transporters, which shall remain responsible.

• ARTICLE 6 - CONFIRMATION TO THE ORDER
No claim will be acknowledged by CARLY unless it is made within a period of FORTY-EIGHT (48) hours following receipt of the Products, by fax or e-mail and by registered letter, and confirmed on the waybill. Beyond this timeframe, the Products of CARLY shall be deemed as conforming in quantity and quality to the order.

• ARTICLE 7 - CLAUSE OF RESERVATION OF OWNERSHIP
Ownership of the Products sold shall only be transferred to the Customer after payment of the entire price billed and the VAT. In the event of a collections procedure against the Customer, CARLY reserves the right to not deliver the Products sold and for which payment has not been received. For the duration of the period of reservation of ownership, the risks related to the ownership are the responsibility of the Customer once they have been accepted by the transporter or the Customer.

• ARTICLE 8 - BILLING AND PAYMENT
The minimum order amount is EUR 350 before taxes. Payments will have to be sent to the Service Comptable (Accounting Department) of CARLY S.A.S - 2e de Braille - 69380 LISSIEU - FRANCE.

• ARTICLE 9 - CONFIDENTIALITY
Studies, drawings, schematics and documents given or sent by CARLY shall remain its property. They shall not be used, for any reason, or performed without its written authorisation, under penalty of damages.

• ARTICLE 10 - CHARACTERISTICS OF THE PRODUCTS - NOTICE
To any legal or regulatory effect, the Customer offers the characteristics of the Products as well as for reasons related to safety and technical progress, CARLY reserves the right to modify the characteristics and design of its Products at any time, as well as of those mentioned in an order. CARLY also reserves the right to replace mandatory or non-mandatory improvements, modifications or conventional modifications in writing; his absence of opposition, sent by fax or e-mail and by registered letter, is deemed as acceptance of these modifications.

The specificities of these Products require technical validation by the Customer, which is an informed professional. As a result:
1) an agreement is attached to each Product description, regardless of the medium, which details specificities as well as the precautions to be taken by the Customer before any order;
2) only the Product effectively sold enters into the contractual scope, to the exclusion of all catalogues or other documentation describing the Products. In that these commercial communications offer an initial presentation of the Products, in no way do they engage the liability of CARLY, even if they contain errors.

• ARTICLE 11 - GUARANTEE
11.1 All Products are guaranteed for ONE (1) year starting from the date of shipment. This guarantee is strictly limited to providing a Product to replace the defective Product. This guarantee shall not be taken into account:
1) if it has not been attached to the Product, as stated in the document called "NOTICE", in the written instructions and in the various technical documents of CARLY.
2) if the Customer has not validated the Products beforehand in conformity with the provisions of the NOTICE,
3) for deterioration resulting from the addition of equipment and accessories which are not included among the Products of CARLY.
3) if the Customer modified the equipment without having informed CARLY and provided an agreement, followed by a written agreement from CARLY. The guarantee clause will not be able to be invoked in case of negligence, accidental damage or normal wear and tear, as well as in case of non-respect of our recommendations.

11.2 In case of a guarantee request, CARLY accepts to provide the Product which replaces the defective Product after an assessment if its responsibility is demonstrated; the scrapped part is the property of CARLY. For countries outside of the European Union, the Customer reserves the right to return the equipment by boat, and takes responsibility for the freight to the port of departure. The cost of land transport from the port to the domicile of the Customer shall be its responsibility.

11.3 In case of default observed during the period of guarantee, it is the responsibility of the Customer to notify CARLY within a period of TWENTY-FOUR (24) hours (otherwise the guarantee will not be able to be applied), and to return the equipment under similar conditions to those of the first shipment, carriage and insurance paid. Proof of said defect is a document sent upon request. The charges for assembly and disassembly may not be claimed from CARLY. Any returned equipment will obligatorily have to be accompanied by a file which includes the invoice, the conditions of use and the defect observed.
11.4 The distributors benefit from the manufacturer’s guarantee to the limits stated in their own terms and conditions of sale.

• ARTICLE 12 - SECONDARY DAMAGES / LIABILITY
12.1 CARLY is not responsible for expenses incurred by the Customer at the time of intervention on the Products such as, notably, labour charges, movement, loss of liquid refrigerant, transport, etc. At any rate and even in the event the Product guarantee specified in article 11 applies, CARLY liability shall not be involved other than for damages caused to people and property, excluding any trading loss, loss of stored equipment or other losses. The liability of CARLY is strictly limited, all causes combined, to the supply of the replaced Product; said replacement not suspending the initial guarantee and not under any circumstances prolonging its duration. CARLY is only bound towards its Customer, an informed professional, by an obligation of means, not of results. The Customer agrees to indemnify CARLY for all administrative costs, legal fees or any attorney fees, to the extent that the latter is required to render the contractual limits of liability defined in the present CGV as enforceable against its insurers, its own Customer and their insurers.
12.2 The Products bought in continuation of the use of the selection assistance software available on CARLY website or CD, benefit from the guarantee aimed under article 11.
Nevertheless, the use of the data provided by the software is not under the full, whole and exclusive responsibility of the buyer. It is for the Customer to verify the relevance and accuracy of results and data suggested by the software compared to the installation and the desired end. In particular, CARLY cannot be held responsible for the consequences (whatever they are) of using the software or of an error of choice in the software use.

• ARTICLE 13 - RETURN OF PRODUCT
Any return must be approved beforehand in writing by CARLY. Any Product whose return has not been accepted will be sent to the Customer under similar conditions to those of the initial shipment, carriage and insurance paid by the Customer. No return may call into question the various payment due dates, even in case of return with involvement of the guarantee, with any payment default deemed to be the termination of said guarantee. If equipment is taken back, a reduction of a minimum of THIRTY (30) % shall be taken from the initial price billed. If equipment has not been accepted will be sent to CARLY under similar conditions to those of the initial shipment. The Equipment’s Customer will not be reimbursed.

• ARTICLE 14 - ASSIGNMENT OF JURISDICTION / CORRESPONDENCE
The present CGV are drafted in the French language, which is the only applicable version in case of dispute. This agreement is governed by French law.
Any dispute relative to the interpretation, execution or termination of the contract of sale established between the Customer and CARLY, which results from a violation of any of the present provisions shall not result in the invalidity of the other provisions. In the absence of an amicable agreement, the dispute shall be brought before the Commerce Court of LYON.
All correspondence must be sent to the company headquarters of CARLY:
• By e-mail to: info@carly-sa.com.
• By fax to: +33 (0)4.78.47.36.08
• By e-mail to: info@carly-sa.com.
Warning

• The use of CARLY products requires that the buyer performs a prior technical validation more specifically as regards the following:
  ➔ The design of the refrigerating circuit into which the product is integrated;
  ➔ Oils and refrigerants used;
  ➔ The installation operating conditions;
  ➔ The parameters of the installation: charge of the installation, pipes diameters, working pressures and temperatures...

• Indeed, the installation designers’ responsibility is:
  ➔ To make sure that all operating equipment items are fitted for their intended use and are compatible with each other;
  ➔ To ensure that temperature and pressure requirements of the installation are respected, in conformity with the technical features of the product, adding if necessary a safety valve (the integrator must provide a mean for the recovery of exhaust fumes, in conformity with the regulations in force);
  ➔ To take the necessary measures in order to avoid liquid hammer;
  ➔ To ensure that the system works in an almost-static position.

For specific requirements (pressure, temperature), contact CARLY technical service.

• A complete evaluation of the risks must be performed during phases of design, assembling, and installation of the machine.

• As a component manufacturer, CARLY is not liable for coming up with general scope recommendations, and this applies to all types of installations. Nevertheless, CARLY technical department is at the disposal of the buyer in order to answer their questions and guide them in their choices. But CARLY advises, especially about product selection (selection and technical details tables), are not liable and have no contractual aspect. Indeed, the quantity and the diversity of parameters in an installation and its working conditions are mostly unknown for CARLY, and do not allow a complete study that would enable to make detailed and specific answers.

• Each CARLY component should be carefully selected, in order to meet the requirements of the installation as specifically as possible. In order to do so, see the selection tables established for each family of CARLY components. The recommendations in these tables have been established for regular installations, without any specific requirements. For all other specific cases, it is imperative that you get in touch with CARLY’s technical services, or your distributor’s technical services.

• CARLY components are designed for use with CFCs, HCFCs, HFCs and CO2 as well as with their associated oils and additives; these are non-hazardous refrigerants from group 2 of the Pressure Equipment Directive 2014/68/EU. CARLY components are not compatible with corrosive, toxic or flammable substances (according to safety classification and information on refrigerants – Cf EN378-1 Appendix E). CARLY denies all responsibilities for damages subsequent to the use of said refrigerants. It is mandatory to use appropriated refrigerants (fluid or gas), in conformity with the indication on the label of the product.

For the use of CARLY components with refrigerants of group I, type hydrocarbons – Propane R290, Butane R600, Isobutane R600a, Propylene R1270, please contact CARLY technical service.

• CARLY recommends reading its general sales terms and especially the clauses concerning the warranty (report to chapter 117 of CARLY technical catalogue). These general sales terms govern the commercial relationships between CARLY and its customers. They are also detailed on the order confirmations, delivery notes and commercial invoices. They are available as well on request at CARLY company (info@carly-sa.com). Sending an order to CARLY implies the acceptance of its general sales terms without restriction, above any other general purchase conditions.

• CARLY components are designed only for thermodynamic installations (refrigeration, air conditioning, heat pumps...).

• CARLY products are in conformity with the European Pressure Equipment Directive (PED 2014/68/EU). The products dedicated to be installed on a machine in the meaning of the machine directive 2006/42/CE and coming within category I as maximum (article 13, appendix II) are excluded of the scope of PED 2014/68/EU (article 1§2).

• CARLY components are designed in order to be integrated into fix installations. For an integration into mobile installations (EN 378-2), it is the responsibility of the designer and/or manufacturer of the application to make sure of the right fitting of CARLY components into their application, making qualification tests of the components fitting into their application.

• The label on the products with the CE marking, must remain visible and must not be covered nor damaged.
Warning

• A close attention must be paid to intervention areas in order to get a safe and secured working area available.

• Only a skilled personal (EN 13313) trained and initiated to interventions on refrigeration installations and pressure equipment, and with the qualifications required by the regulation of the country of use, is authorized to install CARLY components (See General Assembling Precautions / Specific Procedures of the Technical Catalogue).

• Pressure equipments present some danger. During their handling, it is mandatory to take the necessary safety measures and to wear the individual protections according to the regulation in force.

• Plan a periodical control as often as necessary and in conformity with the regulation in force, of the installation air tightness and of the state of the refrigerant and the oil (moisture, acidity, dirt...) in order not to trouble the efficiency of the installation.

• In the frame of preventive maintenance, check regularly the general aspect and the state of the product, and replace it if necessary.

• It is mandatory to keep the instructions, during all the lifetime of the product.

• CARLY disclaims all responsibility regarding the possible errors and omissions present in the technical catalogues and brochures, or any other document distributed by CARLY.

CARLY keeps the right to modify its manufacturing without prior notice, which is valid for products already upon order, subject that these modifications do not modify the features defined with the customer.