



General sales terms

■ Updated in December 2007

01/10

• ARTICLE 1 - SCOPE

The purpose of these general sales terms is to govern the rights and duties of the CARLY SAS company (hereinafter referred to as "CARLY SAS") and of its client (an individual or legal entity) for the sale of all of CARLY SAS' products (hereinafter referred to as the "Product"). Any service provided by CARLY SAS implies the client's full and unreserved acceptance of these general sales terms, which shall prevail over the client's general purchase terms.

• ARTICLE 2 - FORMATION OF THE AGREEMENT

Any order placed by the client shall be subject to CARLY SAS's acceptance. The order shall be regarded as firm as from the client's receipt of a written acknowledgement of receipt of the order from CARLY SAS confirming the final recording of the said order. Such confirmation shall be the date of the sale agreement and constitutes the acceptance of these general sales terms.

No order having been confirmed by CARLY SAS may be cancelled by the client, unless otherwise agreed in writing by CARLY SAS and subject to the client compensation CARLY SAS for any expense and damage that CARLY SAS may have suffered and incurred as a result of the cancellation.

• ARTICLE 3 - PRICE

The prices of the products sold are those applicable on the order date. They are expressed in Euro and calculated before taxes, free of packaging costs. 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 order date.

Any carriage cost shall be negotiated upon the order, as well as any express shipping cost. A sale price scale is available on request.

CARLY SAS reserves the right to change its rates at any time. However, CARLY SAS agrees to charge order products at the prices indicated on the order.

Clients based outside metropolitan France should inquire about import duties or taxes that may apply, and shall be responsible for declaring and paying such duties and taxes.

• ARTICLE 4 - DELIVERY

Deliveries may be made as follows:

- client collects the ordered equipment on an agreed date at our premises
- the delivery is made by a carrier chosen by CARLY SAS.

In that event, the delivery time indicated on the acknowledgement of receipt will depend on the carrier ; such time will be announced to the buyer at the time of the order, on request.

At any rate, the delivery time indicated on the order is for information only, and is not guaranteed.

As a result, no product delivery delay may entitle the client to the right to refuse the delivery, cancel the order, postpone the product payment date or request damages.

• ARTICLE 5 - RISKS

All our products are sold ex works, even those delivered carriage free.

At any rate, the transport risk shall be borne by the client, who shall be responsible, in the event of damages or losses, for making reserves and claiming to the carriers.

The CARLY SAS company shall not have to deliver in the event of force majeure or in the event the client fails to pay for a previous delivery.

• ARTICLE 6 - COMPLAINTS

No complaint shall be taken into account more than 48 hours after the delivery of the products, and if not sent by fax or e-mail and registered letter confirmed on the waybill.

No product may be returned without CARLY SAS' written agreement. Such agreement does not imply CARLY SAS' acceptance of the reasons claimed by the client for returning the products.

In the event of non-conform products, CARLY SAS' guarantee shall be limited to the replacement of the products sold, exclusive of damages.

• ARTICLE 7 - RESERVATION OF TITLE

The title to the products sold shall not be transferred to the buyer before the buyer's full payment of the price invoiced and VAT.

If the client is in court reorganisation or liquidation proceedings, CARLY SAS reserves the right to claim the products whose payment is outstanding.

For the whole time of the reservation of title, the risk pertaining to the products shall be borne by the client as from the delivery of the products.

• ARTICLE 8 - INVOICING AND PAYMENT

The minimum order amount is EUR 350 before taxes.

All payments are to be sent to the Accounting Department of CARLY SAS - ZI de Braille - 69380 LISSIEU - France.

Unless otherwise specified in writing and agreed by CARLY SAS, all invoices shall be payable cash before shipping.

Any failure to pay all or part of the products on due date shall result, automatically and subject to no prior injunction:

1) in a late payment penalty equal to one and a half times the legal interest rate applicable on the invoice date, such penalty being calculated on the amount before taxes of the outstanding amount, and starting on the due date of the invoice, and ending on the day of its full payment

2) in the immediate payability of all amounts owed to CARLY SAS by the client.

Possible discounts and reductions are granted to the buyer subject to the client's payment being up to date.

In addition, any previous payment incident shall suspend current orders.

• ARTICLE 9 - CONFIDENTIALITY

Studies, drawings, schematics and documents given or sent by CARLY SAS shall remain its property.

They shall not be disclosed to any third party for any reason, or performed without our written authorisation, under penalty of damages.

• ARTICLE 10 - PRODUCT FEATURES

For safety and technical progress reasons, CARLY SAS reserves the right to change the design of its products and of those under a current order.

Features of products sold may be additionally changed at any time to meet a French or European legal or regulatory requirement.

Catalogues and other documentation showing our products are not contractual. They are only a presentation of the products sold. Should they contain any error, in no event shall CARLY SAS' liability be involved. Only the product sold is within the contractual scope.

However, by departure from the provisions above and below, CARLY SAS' guarantee shall not apply if the product is not used in normal use conditions such as described in our written instructions and our various technical documents.

• ARTICLE 11 - GUARANTEE

11.1 CARLY SAS's products carry a 1-year guarantee as from the shipping date.

The guarantee shall not apply if the product is not used in normal use conditions such as described in our written instructions and our various technical documents.

The guarantee shall not apply to damages occurring as a result of added devices and accessories other than CARLY SAS' products.

The guarantee shall not apply if the buyer modifies the equipment without first informing CARLY SAS in a clear drawing subject to CARLY SAS' approval. The guarantee clause shall not be claimed in the event of carelessness, accidental damages or usual wear, as well as of any failure to comply with our recommendations.

11.2 Under its guarantee, CARLY SAS agrees to repair or exchange the equipment subject to appraisal.

Rejected component shall remain the property of CARLY SAS.

For countries outside the EEC, CARLY SAS may return equipment by boat, and pay for carriage to the port most convenient to the client. Carriage costs from the port to the buyer's premises shall be borne by the buyer.

11.3 In the event of any defect found during the guarantee period, the buyer is responsible for advising CARLY SAS within 24 hours (failing which the guarantee shall not apply) and for returning the equipment in conditions similar to the first shipment, carriage and insurance paid.

Installation and removal costs shall not be borne by CARLY SAS. Any returned equipment shall be accompanied by a file including:

- the invoice,
- use conditions,
- the defect found.

11.4 Our distributors are entitled to the manufacturer's guarantee within the limits set in their own general sales terms.

11.5 The use of CARLY SAS' products implies the buyer's prior technical approval, specifically with regard to:

- the refrigerating system design which the said product is integrated in,
- cooling fluids, oils and pressure conditions.

Indeed, the system designer is responsible for making sure all pieces of equipment used are fit for their intended purpose and compatible with one another.

As a part manufacturer, CARLY SAS is not in a position to issue general recommendations applying to all system types.

However, a CARLY SAS representative is available to answer any of the client's questions.

At any rate, our guarantee shall not apply in the event the client fails to follow our recommendations and should the equipment use methods not be approved by our company.

• ARTICLE 12 - SECONDARY DAMAGES / LIABILITY

12.1 CARLY SAS shall not be responsible for any cost incurred by the client when working on its products such as:

- labour,
- travel,
- loss of refrigeration agent,
- transport.

At any rate and even in the event the product guarantee specified in article 11 applies, CARLY SAS' 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 responsibility of CARLY SAS is strictly limited to the replacement of the guaranteed product.

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 and the results provided by the software is done 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 use.

In particular, company 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 - RETURNED PRODUCTS

Product returns are subject to CARLY SAS' written agreement.

Any product whose return is accepted shall be shipped to CARLY SAS in conditions similar to those of the first shipment, carriage and insurance paid. No return shall affect any due date.

In the event the equipment is taken back, a minimum 30 % reduction shall be deducted from the initial purchase price, subject to the returned equipment being in perfect condition. No specially manufactured product may be returned.

• ARTICLE 14 - JURISDICTIONAL CLAUSE

Any dispute relating to the interpretation, performance or termination of the sale agreement between the client and CARLY SAS shall be governed by the laws of France.

No invalid clause of these general sales terms shall affect the validity of the other provisions. Failing an amicable settlement, the dispute shall be brought before the business court of Lyon.