

ASTROS - General Conditions of Sales

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ARTICLE 1- SUBJECT AND FIELD OF APPLICATION

Unless otherwise agreed in writing, any order placed with ASTROS implies the complete and unreserved acceptance by the Purchaser of these general conditions of sale, which shall prevail over any other Purchaser document, especially its general conditions of purchase.

These general conditions of sale, along with any other conditions specified in the Order, apply to all sales of goods (referred to as products) concluded by ASTROS, and any specific services provided as detailed in the Order.

The non-enforcement by ASTROS at any given time of any one of these general conditions of sale shall not be interpreted as a waiver of any right to enforce them at a later date.

Any documents other than these general conditions of sale, such as catalogues, prospectuses, advertisements, notices, shall be purely for information and non-contractual.

These general conditions of sale shall apply until ASTROS informs the Purchaser of their replacement by new general conditions of sale. They may be amended at any time by ASTROS with one month's prior notice, communicated by any appropriate means.

ARTICLE 2 - ORDERS

"Order" refers to any order placed for products and/or services sold by ASTROS. Orders, including written attachments, shall not be definitive, even if taken by ASTROS representatives or employees, until confirmed in writing by an authorized executive of ASTROS.

For an Order to be binding on ASTROS, it must include these General Conditions of Sale. If not, the Order shall not be binding on ASTROS.

The written acknowledgement of the Order by ASTROS renders the Order irrevocable.

The Order constitutes the full understanding between the Parties concerning the subject matter and supersedes all prior negotiations, representations, agreements, commitments, and writings. Neither Party shall be bound by any terms other than those expressly provided in the Order or as duly set forth in writing.

Orders are irrevocable after ASTROS's confirmation, and the Purchaser cannot cancel them. Any changes to the Order's composition or volume must be made in writing within two calendar days after ASTROS's receipt of the initial Order.

If the Order is changed by the Purchaser, ASTROS shall not be obligated to meet the originally agreed deadlines.

Letters of Credit, if required, must be irrevocable, confirmed, payable on sight at ASTROS's confirming bank, permit partial consignments and transshipments, and be drafted in terms acceptable to ASTROS.

In case of delayed payment, ASTROS may suspend any ongoing orders. Unpaid amounts shall incur penalties from the day following the due date, calculated at the rate applied by the European Central Bank plus 10 points. If payment is not made within 48 hours of ASTROS's reminder, ASTROS may terminate the Order and seek recovery of products and damages.

Reserved Ownership Clause: Transfer of ownership of goods is suspended until full payment of the Order Price. ASTROS's acceptance of the Order is subject to obtaining necessary administrative permissions, a down payment, and possibly additional guarantees.

ARTICLE 3 - RATE - PRICE

ASTROS reserves the right to change its prices, which may be reviewed upwards with prior written notice to the Purchaser. Changes apply on the date shown on the new price.

Goods are supplied against payment of prices shown on the Order date, plus applicable taxes. Prices are net, excluding carriage, and expressed in Euros.

The Purchaser bears all taxes, dues, levies, or other sums applicable under French or other regulations.

ASTROS's invoices are payable within 30 calendar days from the invoice date by electronic bank transfer. Payment is considered made when funds are received by ASTROS's bank.

In case of part payments, each must be paid in full before the next part delivery. Payment by Letter of Credit must be furnished within ten calendar days of the Order date.

ARTICLE 4 - INSPECTION OF PRODUCTS BEFORE DISPATCH

If inspection is agreed or required by the destination country's regulations, ASTROS shall notify the Purchaser prior to dispatch. The Purchaser must inspect the products within eight calendar days of the notice, failing which they must cover the costs and any additional charges incurred.

ARTICLE 5 - DELIVERY

Delivery dates are indicative. ASTROS shall strive to meet them, barring force majeure or circumstances beyond its control, such as strikes or natural disasters.

The transfer of risk occurs as per Incoterms 2010 [corrected 2011], defaulting to Ex-Works ASTROS premises.

The Purchaser must make necessary reservations with the forwarder in case of damage or missing goods within 3 days of receipt.

ARTICLE 6 - WARRANTY

The Purchaser accepts the manufacturer's warranty, which includes the free replacement or repair of defective products, provided the defect is reported within one month of discovery.

ARTICLE 7 - FORCE MAJEURE

Force Majeure includes unforeseeable events beyond the Parties' control, making performance impossible. ASTROS must notify the Purchaser within three working days of such an event, and the Order is suspended from the event date.

ARTICLE 8 - INTELLECTUAL PROPERTY

The Purchaser agrees to respect the Industrial Property Rights of the manufacturer who sold the goods to ASTROS.

ARTICLE 9 - CONFIDENTIALITY

Both Parties shall keep all exchanged information confidential, taking necessary measures with staff and consultants to maintain this confidentiality.

ARTICLE 10 - APPLICABLE LAW AND SETTLEMENT OF DISPUTES

The Order is governed by French law. Disputes shall be submitted to the Commercial Court of Pontoise, France, unless ASTROS opts for another competent court.

ARTICLE 11 - ETHICAL BEHAVIOUR

The Purchaser shall comply with the ASTROS Code of Conduct and perform contractual obligations with similar ethical standards.

END OF GENERAL CONDITIONS OF SALE