



GENERAL SALES CONDITIONS

I) PREAMBLE

Any order implicates the entire and unreserved acceptance by the customer of the following conditions, which could only be modified by a written and formal acceptance from JML,

II) EFFECT OF THE CONTRACT

The contract shall be considered to take effect, when, upon receipt of an order JML has sent a written acceptance, in the form of an Acknowledgement of Order, and if the conditions stipulated in this Acknowledgement have not been questioned within 8 days from its receipt by the customer.

III) DESCRIPTIVE DOCUMENTS

The weights, dimensions, capacities, prices, performance ratings and other data included in catalogues, folders, circulars, advertisements, illustrated matter and price lists constitute an approximate guide. These data shall not be binding, unless express reference is made to them in the contract.

IV) PACKING

Prices quoted in tenders and in the contract shall include the cost of packing and protection required under normal transport conditions, to prevent damage or deterioration of the equipment before it reaches its destination as stated in the contract.

V) INSPECTION AND TESTS

Inspections: If expressly agreed in the contract, the purchaser shall be entitled to have the quality of the materials used and the parts of the equipment verified and checked by authorized representatives, both during the manufacturing and when completed. Such inspection and checking shall be carried out at the place of manufacture during normal working hours upon agreement with JML as to date and time.

Tests: If the contract provides for tests on the site, the terms and conditions governing such tests shall be those specially agreed between the parts.

VI) CONDITIONS OF SUPPLY

- The conditions of supply, and, especially, the moment of transfer of the risk shall be established in accordance with International rules for the Interpretation of trade terms INCOTERMS 2010 of the International Chamber of Commerce.

- In case no indication is made in the contract stating the conditions of supply, the equipment shall be considered as sold on ex-works basis.

VII) DELIVERY

The delivery period shall run from the latest of the following dates:

- the date of coming into effect of the contract as defined in § II)
- the date on which JML. Receives notice of the issue of a valid import license in the cases where such document is necessary for the execution of the contract;
- the date of receipt by JML bank of the advance payment or notification of L/C to JML if requested in the contract.

Should delay in delivery be caused by any of the circumstances mentioned in XI or by an act or omission of the Purchaser, an extension of the delivery period as is reasonable having regard to all the circumstances of the case shall be granted.

VIII) PRICE CONDITIONS

Prices are in Euros, no taxes or duties included- foreign - and are given for guidance only. They may be considered as firm and valid only if confirmed by a written proposal and within the validity period stated in this proposal.

IX) PAYMENT

- Payments are made according to the terms stated in the acknowledgement of order.
- If delivery has been made before payment of the total amount of the contract, the equipment delivered remains the property of JML. to the extent permitted by the law of the country where the equipment is situated after delivery, until the whole payment has been made. If the law does not permit JML to retain the property of the equipment, JML shall be entitled to any other legal rights that the law permits him to obtain.



The purchaser shall provide JML with his assistance if JML shall be forced to take any measures in order to protect his rights on the property or, if this is not possible, any other rights he may have on the equipment.

X) GUARANTEE

JML guarantees its equipment against any failure of construction or operation due to faulty design, materials or workmanship, in accordance with conditions within the following limits:

The time of guarantee is of 24 months from the date of the starting up of the equipment, and not more than 30 months from ex-works delivery with a use of 10 h/day maximum. This period would be reduced by half of it in the case of more intensive use.

This guarantee is accomplished within the factories of JML and covers the repair, the modification or the replacement of the faulty part or component. The workmanship, transport and customs duties are to be assumed by the customer.

The non-use of original spare parts during the warranty period may result the loss machine warranty or the warranty implementation.

JML liability does not apply if :

- the customer has got the equipment repaired or attempted to be repaired by a third party not entitled to do so by JML
- the defect on the equipment is due to a lack of maintenance or any use of the equipment not in conformity with the indications of JML

This guarantee does not cover the wearing parts and the repair or replacement requested by the normal wear of the equipment.

In order to be able to avail himself of the rights under this clause, the customer shall notify JML in writing, without delay, of any defect that have appeared, and send back to JML the defective part.

JML liability and responsibility arising from any defect of the provided equipment is strictly limited to the obligations specified above and any possible legal guarantee is excluded.

XI) EXEMPTION

The following events shall be considered as reasons of exemption if they occur after the agreement has taken effect and impede its accomplishment: industrial conflicts and any other circumstances (not limiting): fire, mobilization, requisition embargo, currency restriction, insurrection, shortage of transport, general shortage of materials and restrictions in use of energy when such other circumstances are beyond the control of the parties.

The part wishing to claim for the exemption for any of above mentioned reasons shall notify the other part without delay, in writing, of its incidence and its termination.

XII) LIMITS OF LIABILITY

It shall be expressly agreed that from the moment of the transfer of the risk, according to the terms of clause VI and even for the failures of which the cause is previous to this transfer, JML shall not be liable of any compensation towards the purchaser in case, for example, of an accident, damage to other goods not belonging to the object of the agreement, loss of production, taking into account that this list is not limitative..

XIII) CONFIDENTIALITY

The drawings, documents, studies and especially those enabling the partial or total manufacture of the equipment, which would have been transmitted to the customer before or after the contract took effect, remain the exclusive property of JML.

The aforesaid cannot be, without prior written approval of the latter, used by the customer for another job or copied, reprinted, or transmitted to any third party.

XIV) CLAIMS

If an amiable agreement cannot be found, it is expressly stated that any concerning this contract shall be of the Competence of the Tribunals of Sedan (France)