

**GENERALITY**

The fact of placing an order implies the acceptance of our Terms and Conditions of Sale and Service. These can not be modified by contrary stipulations appearing on the purchase orders of the customer or in its general conditions of sale.

ORDERS, PROPOSALS AND ESTIMATIONS

All orders must be sent to us in writing, by fax with confirmation or by e-mail.

The validity period of our proposals and specifications is fixed at ONE month; after this period, the prices may be revised according to the formulas mentioned in the quotations or new rates in force. Our proposals are for cataloged products and do not include installation or commissioning.

If the deliveries are staggered or postponed, at the request of the customer, our prices may be updated according to the latest rates in force.

In order to continually improve the quality of our products, we reserve the right to modify the characteristics at any time.

DELIVERY

The delivery times mentioned in our quotations and proposals are given as an indication.

If it is impossible to provide such or such product, as to deliver within the agreed period, it can not be claimed damages.

Unless otherwise stipulated in a contract, our equipment travels at the risk and peril of the customer. It is up to the customer to make all the necessary reservations and to exercise any possible recourse against the carriers in case of damage or missing.

Delivery times run from the date of the acknowledgment of receipt of order. Possible delays can not justify the cancellation of the order. In case of delay in relation to the contractual period and in the absence of special agreements, it may be applied, for each full week of delay and from the end of the third week of delay a penalty of 0.5% per month. This penalty can be applied only if the delay comes from the seller except in case of force majeure and if the buyer has expressly notified it in his order. These penalties are of a fixed nature and liberating, exclusive of any other form of repair.

RETURN OF MATERIAL

No return of material shall be made without our prior written consent. The equipment whose return has been accepted must be returned in its original packaging and with all its accessories, all in perfect condition, carriage paid, to the address indicated, no return in cash on delivery is accepted.

PRICE AND INVOICING

The prices in this tariff are based on economic and fiscal conditions at the time of printing. They are adjusted downwards or upwards according to the conditions in force when the goods are made available. Our invoices are understood HT and T.V.A at the rate in force for products packaged in their usual conditioning, leaving our establishments. For any delivery the port and the on packing are in supplement. An exceptional franc can be negotiated according to a turnover realized.

Any invoice request, exempt from taxes, must comply with the rules of the General Tax Code.

PAYMENTS

Unless otherwise stipulated in a contract, our invoices are payable 30 days after the first day of delivery (art L. 441-6 new Commercial Code).

For orders with a net amount of less than 300.00 EUR, our invoices will be increased by a fixed management cost of 20.00 EUR excluding taxes.

LATE PAYMENT

In accordance with the law n0200 1-420 of 15/05/2001, any late payment in relation to the contractual dates will automatically result in a late penalty calculated in relation to the amounts remaining due one day after the contractual expiry date, at the rate of 1.5 times the legal interest per month of delay and, at least, at the legal rate of the ECB increased by 7 points, (ie 3.29 + 7 = 10.29% per annum as at 01/03/2002).

We reserve the right to suspend any further delivery until full payment of our claim. For any month started the full interest will be due. In case of dispute or partial performance of the contract, payment remains due on the undisputed or partially executed part of the contract.

ADVANCE PAYMENT

A discount of 1% per month may be granted for early payment of more than 15 days.

RESERVATION OF PROPERTY

The ownership of the sold equipment will be transferred to the customer only after complete payment of the price, even in the event of delay of the expiry (law n 80-335 of the 12/05/80).

Our customers must not tamper with or remove the identification signs of these materials and their packaging, which they allow verification at any time.

They will bear the damage that these materials could undergo or cause as well as the shipping and packing costs. In the event of non-payment, the restitution of the goods may result, either from a formal notice, or from an adversarial inventory, or from a bailiff's summons.

PRODUCT WARRANTY

All our products are guaranteed one year parts and labor. During this period, repairs related to an attempt to disassemble and / or repair the user will be excluded from the warranty.

The wear parts (heating elements ...) are guaranteed for 6 months. The consumables (breakdowns ...) Are not covered by the warranty except obvious manufacturing defects.

To benefit from the guarantee, a photocopy of the invoice must be provided. Shipping costs are the responsibility of the customer.

In the case of an intervention on the site, the expenses of stay and displacements including the transport times of our personnel, as well as the expenses related to the access of our products in their environment, are the responsibility of the customer .

This warranty does not cover any damage resulting from the non-observance of the instructions for use, negligence, a cause unrelated to the products (overvoltage, aggressive atmosphere, etc.) or any modification or intervention of the customer or a customer. third parties without our agreement.

No compensation will be granted for deprivation of enjoyment.

The warranty period runs from the date of delivery.

Repairs made during the warranty period do not extend the duration.

Our Customers also benefit from the provisions of articles 1641 and following of the French Civil Code relating to the legal guarantee.

DEEE AND RoHS REGULATIONS

In accordance with Article 18 of Decree 2005-829 on the prevention and management of Waste Electrical and Electronic Equipment, the financing and organization of waste disposal of EEE subject to these conditions of sale are at the expense of the Purchaser who accepts it. The Purchaser ensures the collection of equipment, its treatment and valuation, in accordance with Article 19 of the decree. The aforementioned obligations must be forwarded by successive Professional Purchasers to the end user. Non-compliance with the obligations thus borne by the Purchaser may result in the application of the penal sanctions provided for in Article 25 of the Decree.

CONTROL OF THE FINAL DESTINATION OF PRODUCTS

As some of our products are subject to export regulations, the customer is required to inform us of their final destination in case of export.

ATTRIBUTION OF JURISDICTION

In case of dispute, only the EVRY Court is competent.

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