

Terms and Conditions of Sale

Article 1: APPLICATION

The said customer agrees to purchase from AXESS VISION TECHNOLOGY and AXESS VISION TECHNOLOGY agrees to sell to the customer, specialised equipment, devices, and consumables subject to the following payment terms and deadlines. Any changes or reservations regarding these terms and conditions, even specified in writing by the customer, do not commit AXESS VISION TECHNOLOGY unless such changes have been expressly accepted and countersigned by a representative of AXESS VISION TECHNOLOGY. Should special terms and conditions apply, all other unmentioned clauses still apply. This applies to all sales by AXESS VISION TECHNOLOGY. These Terms and Conditions of Sale shall always prevail over the buyer's terms and conditions. Documents of any kind submitted or sent by AXESS VISION TECHNOLOGY always remain its sole property. They must be returned to it on its simple request. AXESS VISION TECHNOLOGY retains the entire intellectual property rights to its projects, translations and medical-technical training materials, which may not be copied or communicated by any means, without written permission.

Article 2: ORDERS - COSTS

Orders placed directly by the buyer are firm and final once they are acknowledged by AXESS VISION TECHNOLOGY.

Article 3: DELIVERY LEAD TIMES - SHIPPING CHARGES

3.1 Delivery lead times are indicative, except where the parties have expressly agreed strict deadlines in writing. In the latter case, the customer may, one (1) month after notice given by registered letter with acknowledgement of receipt, request, without compensation, cancellation of the sale for failure to comply with the delivery deadline.
3.2 After sales forecasts are sent and they are accepted by AXESS VISION TECHNOLOGY, an average period of three (3) weeks shall be applicable. Otherwise, the period shall be eight (8) weeks. These periods shall be shortened as far as possible.
3.3 In no event, may penalties be claimed or charged for late delivery, unless these are expressly provided for in the purchase order.
3.4 The deadlines are automatically extended in the event of force majeure or any other cause independent of the will of AXESS VISION TECHNOLOGY, and no compensation may be claimed in this regard.

Article 4: SHIPPING AND CARRIAGE

According to Article L 133-3 of the Commercial Code, goods travel at the buyer's risk. In the event of damage, it is the recipient's responsibility to comply with the following procedure:

- Note the damage in written reservations on the carrier's receipt.
- Should the carrier be unable or unwilling to wait, we advise you to refuse the good.
- Confirm the reservations to the carrier by registered letter, within 3 days from the date of receipt of the goods. Complying with procedure is the only way to guarantee your rights and interests.
- In the event of failure to comply with this procedure, no claims may be accepted.

Article 5: COMPLIANCE OF THE CONSIGNMENT

5.1 On receipt of the goods, the purchaser is required to check that the consignment complies qualitatively and quantitatively with the order. All claims regarding non-compliance with the order must reach AXESS VISION TECHNOLOGY within three (3) working days of delivery, by registered letter with acknowledgement of receipt. After this period, the good shall be considered to have been accepted definitively. Any claim made after this time shall be null and void.
5.2 The invocation of any manufacturer warranties specified on the instructions must be notified within eight (8) days of the discovery of the defect in a registered letter with acknowledgement of receipt sent to AXESS VISION TECHNOLOGY.

Article 6: RETURN OF THE GOOD

6.1 The purchaser may not return a good without the prior written consent of AXESS VISION TECHNOLOGY via a return voucher number (BDR No.). Any return must:

- Contain the delivery references: date, consignment note number, means of transport;
- Contain the invoice references: date, number, amount;
- State the reason for the return, agreement date from AXESS VISION TECHNOLOGY, return voucher number;
- The good must be returned in its original packaging and must not have been put into service;

6.2 No good returned to AXESS VISION TECHNOLOGY without its agreement shall be accepted nor shall a credit note be issued for it.

6.3 For any return of a good resulting from a customer order error, the return costs plus the costs resulting from the new shipment shall always be borne by the customer and shall be charged to it even in the case of free carriage applied to the first shipment. In addition, an amount of €50 ex-VAT for handling costs shall be applied and deducted from the credit note.

Article 7: LIABILITY

Under no circumstances shall AXESS VISION TECHNOLOGY be liable for any use of the goods that does not comply with the conditions set out in the product user manuals.

Article 8: PRICE

8.1 Our prices are stated in Euros, excluding taxes, without discount and ex-works.
8.2 For products sold through a quotation, the price and products offered are valid for the periods and subject to the conditions stated in the offer. Our company is bound, by the verbal commitments that may have been made by its representatives and employees, only subject to written confirmation.
8.3 Unless notified by AXESS VISION TECHNOLOGY and subject to complying with a period of sixty (60) days, the prices will be fixed.
8.4 Any change in customs or import duties and freight forwarder charges and any increase in prices resulting from changes to the exchange rate, currency revaluation or devaluation occurring between the date of the proposal and the import date of the products shall be borne by the buyer.

Article 9: PAYMENT TERMS

9.1 Invoices shall be payable in accordance with the conditions specified in the sales contracts with distributors. Payments are made by transfer.

9.2 In the case of new accounts or in the absence of surety, payment may be requested on ordering.

9.3 To be applicable, a discount must have been accepted in writing by AXESS VISION TECHNOLOGY and the customer for the entire duration of the parties' relationship, to enable AXESS VISION TECHNOLOGY to pass on the value thereof in the invoice. This discount agreement may be terminated by either party without notice. In no event, may the customer, on its own initiative, offset any amount due to it in relation to this discount (or any price reduction agreed between the parties) against the amounts due.

9.4 Any failure to comply with the payment terms shall result in cancellation of the special sale conditions and the obligation to pay on ordering set out in Article 9.2.

Article 10: LATE-PAYMENT INTEREST - PENALTY CLAUSE

In accordance with Article L.441-6 of the Commercial Code, the interest rate of late-payment penalties, payable on the day following the payment date stated on the invoice, should the amounts due be paid after that date, is equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points. Late-payment fees are due without a reminder being necessary. Any late payment gives an entitlement to compensation for recovery costs of €40, in addition to late-payment penalties. When the recovery costs incurred are greater than the amount of this set allowance, the creditor may claim additional compensation, with supporting evidence.

Article 11: RETENTION OF TITLE CLAUSE

AXESS VISION TECHNOLOGY retains ownership of the equipment delivered until payment of the invoice in full (Act 80-335 of 12 May 1980).

The buyer, however, bears, from the delivery date, the risks of loss of or damage to these supplies.

Should payment not be made within the periods agreed by the parties, or if the buyer undergoes reorganisation or judicial liquidation, AXESS VISION TECHNOLOGY reserves the right to take back the good delivered that has remained unpaid. In this case, the customer must make the equipment available spontaneously and unrestrictedly and in no case oppose it, on the pretext of necessity of obligation or justification of any kind. In this event, AXESS VISION TECHNOLOGY shall be able to put an end to any contract and commitment it has with this customer or these contractors if it so wishes.

Article 12: JURISDICTION CLAUSE

In the event of a dispute, for any reason, relating to sales by AXESS VISION TECHNOLOGY, even in the event of a plurality of defendants, jurisdiction is given to the Commercial Court of Tours which makes its decisions according to French law or of the registered office of its providers or subsidiaries which decide according to local law.

Article 13: TREATMENT OF ELECTRIC AND ELECTRONIC DEVICES AT THE END OF THEIR SERVICE LIFE

As provided for in Article 9.2 of European Directive 2002/96/EC on electrical and electronic waste, as transposed by Article 18 of Decree No. 2005-829 of 20 July 2005 on the composition of electrical and electronic components and the disposal of waste from this equipment (JORF, 22 July 2005, p.39). Under no circumstances may our products be treated as household waste. The customer must therefore deposit them in a waste collection centre responsible for recycling electrical and electronic equipment. The user is responsible for the disposal of waste from this equipment. By properly disposing of this equipment, you will help prevent any adverse environmental and health consequences.

Article 14: PERSONAL DATA PROTECTION

In accordance with the provisions of the Act of 6 January 1978 on computers, files and freedoms, the automated processing of personal data produced from this website is subject to a current declaration to the CNIL (French Data Protection Authority). Personal information about the user is for internal use by AXESS VISION TECHNOLOGY. Under no circumstances shall AXESS VISION TECHNOLOGY disclose them to third parties for advertising or promotional purposes. However, the user is informed that, in accordance with Article 27 of the Act of 6 January 1978 on computers, files and freedoms, the responses given in any forms on the site, in particular allowing the user to enter its contact information to receive documentation or download brochures, or subscribe to the services offered on the site, may be used by AXESS VISION TECHNOLOGY, and that it has a right of access and rectification relating to this data that it may exercise by writing to AXESS VISION TECHNOLOGY or by e-mail at info@axessvision-tsc.com.