

TERMS AND CONDITIONS

1. General clause

- 1.1 Vitabri sales are subject to the conditions as stipulated in these Terms and Conditions.
- 1.2 Any orders placed with Vitabri are subject to the conditions stipulated in these Terms and Conditions.
- 1.3 Vitabri reserve the right to modify or change said conditions without notice.

2. Orders

Orders are accepted once Vitabri receive a 'signed' document from the purchaser by either e.mail, fax or post. A deposit is also required unless the purchaser has received a written deposit exemption from Vitabri.

3. Prices

3.1 Our prices are determined according to economic conditions and current taxes valid when our catalogue was issued. All invoices are subject to economic and fiscal conditions on the day of issue. Vitabri reserve the right to make changes due to prevailing economic conditions

3.2. Our prices are valid when the goods leave our factory. Vitabri reserve the right to make price changes due to transport costs or any additional costs in France our EU partner countries and the rest of the world

4. Products

Vitabri products featured in our catalogue are for the customer information only. In the interest of product development and technical improvements Vitabri reserve the right to remove product from sales without notice.

5. Lead time

Dispatch dates are for customer information only. Vitabri accept no responsibility under any circumstances regarding delayed delivery. Vitabri accept no financial responsibility for non delivery or disputed delivery dates.

6. Delivery

6.1 In the event of damaged goods or missing goods the client must inform the Courier of the nature of the delivery problem, write clearly on the delivery note the said problem, request the Courier driver to sign where appropriate. A registered letter regarding same should be forwarded to Vitabri within 3 days in compliance with Articles 105 and 106 of the French Commercial Code.

VITABRI SA – Parc d'Activités – Rue La Fayette – 25000 Besançon – FRANCE

Tél. : +33 (0) 3 81 55 94 22 – Fax. : + 33 (0) 3 81 55 94 26

S.A au capital de 340 000 Euros – N° SIRET : 413 161 423 000 20 – Code APE : 281A – NII : FR45 413 161 423

6.2 Any complaints regarding delivery should be submitted in writing within 8 days once the goods are received and before the goods are used.

6.3 Any returned goods are at the customers risk. Vitabri accept no financial responsibility for loss or damage of returned goods. On inspection of returned goods Vitabri is obliged only to issue a Credit Note for returned goods.

7. Payment

7.1 Payment Methods

If not specified in the Offer or Offer Confirmation the following method of payment will apply. A 40% deposit is required when the order is placed (subject to manufacture of goods). The 60% balance 'cash on delivery' is required once the goods have been delivered. All payment is net without discount.

7.2 Delay or Default

The delay or default of an invoice at the due date will lead to a suspension of all pending orders without notification.

The payment of all the amount of money expired or to expire that is owed to Vitabri

The application of a 0.2% per month surcharge on overdue payments will apply

The application of delayed interest of an amount equivalent to 1.5% of the current interest rate.

The collection of goods at the customers expense. The collection does not deprive Vitabri of the right to pursue the forced execution of the contract especially in the case of a specific order.

In the case of staggered payment the non payment of one will lead to the immediate payment of the total outstanding debt without formal notice.

Following formal notice without payment within 2 days Vitabri will issue legal proceedings to recover outstanding debt plus any legal expenses incurred.

8. Guarantee

Our goods are guaranteed 2 years as of delivery date.

The guarantee is limited, at our own decision, to the repair or free replacement of the goods that are indeed with defaults. This guarantee does not include any other compensation and does not apply in case of abnormal use, neglecting, maintenance default, and bad use, especially in case of wind superior to 49mph or an intervention without our approval.

The guarantee covers the costs of spare parts and maintenance. It does not cover the the transport of the goods to our factory.

The replacement of spare parts does not extend the guarantee.

With regards to individuals, this guarantee is not a substitute to the legal guarantee in Article 1640 and Articles next to Article 1640 of the French Civil Code.

9. Responsibility

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9.1 The VITABRI firm ensures sales and organises the delivery of the goods. VITABRI does not take part in the installation operations and cannot be seen as responsible of the consequences due to these operations – at the liability insurance level and at the damages caused to the goods

9.2 The risks of the goods are applied to the buyer once they are in their hands. The goods, even sold with free carriage, are at the buyer's risks.

10. Reserve

VITABRI retain goods sold until the full payment of the goods and accessories is paid. However the risks of loss and deterioration of the goods sold and the damages they could cause will be transferred to the buyer once delivered.

11. Clause conferring jurisdiction

Any litigation, even in case of plea in guarantee or plurality of respondents will be of exclusive competence of the Commercial Court of Besançon (Doubs) in France.