

TimeBox - General Terms and Conditions of Sales

Private-Domestic, Non Professional, Non Commercial Use

1. Preamble

Our General Terms and Conditions of Sale shall exclusively apply to all contracts between our clients and us. Any differing conditions or terms of buyer are herewith objected to and shall not apply. Any agreement affecting the execution of this contract must be in writing.

2. Offer and conclusion of contract

Samples and catalogues are to be considered non-binding material for illustration and/or test purposes, giving only an approximation of properties and specification.

3. Price of the Goods

Prices valid at date of delivery will be applied.

We reserve the right to adapt prices, for confirmed orders as well, to reflect any increase in our costs, for any reason beyond our control, like force majeure, shortage of primary material or labor, strikes, official orders, transportation or similar problems, if this increase happens after confirmation of order but before delivery of goods. Our prices are ex works unless stated otherwise and do not include any kind of taxes.

4. Terms of Delivery

Confirmed delivery dates are not fixed dates, unless stated otherwise.

We reserve the right to postpone delivery in the case of force majeure for the duration of the obstruction plus a reasonable period of recuperation. Should delivery have become impossible by an act beyond our control we reserve the right to partially or completely rescind the contract.

Strikes, unforeseeable events or interruptions of operations are considered force majeure, should we have no influence over these events. Failure to comply by a supplier only gives us the right to rescind the contract, if a replacement deal was made and failed to comply. Unless failure to comply or delay of delivery was caused by lawful representatives, our auxiliary persons or us by gross negligence or intentional acts, we will not be liable for noncompliance.

Unless agreed otherwise, delivery is made from the seller's premises. Goods travel at cost and danger of client, unless agreed otherwise.

5. Terms of payment

Unless agreed otherwise, our invoices are to be paid immediately upon receipt of merchandise and invoice. Should client fail to comply within 15 days, he will automatically be in default of payment. Payment is considered made when it is at our disposal. Detention of payments or balancing of payments against claims of buyer against seller is not allowed, unless these claims are undisputed or legally established. Should there be reasons to doubt the solvency or credit standing of the client, we reserve the right to demand securities or prepayment for any outstanding delivery or declare immediate maturity of all outstanding claims.

6. Retention of Title

Notwithstanding delivery or passage of risk in the merchandise, property of merchandise shall not pass to the buyer until full payment of all our claims against the buyer, regardless of their grounds, was made.

If merchandise is processed or mixed by buyer with goods that we have no property in, we shall become co-owner of these goods, which shall be stored for us by the buyer. Processing or transformation of the goods is done in our name as a producer, but without obligation to us. Should we lose ownership due to processing or fusion, we will become partial co-owner (value of invoice) of the new product. The client will store the co-owned goods free of charge. These goods are called reserved goods in the following. Buyer has the right to process or sell these goods in the regular course of business, as long as payment obligations are fulfilled. Pledging or cession by security of these goods is not allowed. For safeguard, receivables based either on the sale of these goods or on any other ground (insurance, torts) are considered fully assigned to us. These assigned receivables are released under the condition that their achievable value exceeds the value of our secured receivables by more than 10%. Buyer authorizes us to collect them at his costs, a right that we are obliged not to exercise unless buyer fails to meet his payment obligations towards us or, particularly, institutes bankruptcy proceedings. In the case of bankruptcy or suspension of payment, we have the right to demand that buyer declares the assigned receivables, gives all information and documentation necessary for us to collect our claims and informs garnishee of the assignment. Should third parties try to claim these goods, buyer is obliged to inform them of our property and immediately inform us of the intent. Buyer will be held responsible for costs and damages.

7. Warranty

The buyer shall examine the merchandise, checking the goods in every aspect, and determine if merchandise is suitable for the intended purposes, if necessary by running appropriate tests. Claims will only be accepted if we are informed immediately upon detection of any fault. In the case of hidden faults claims must be made within 6 months of delivery of Goods. Claims will only be accepted if we are informed no later than two weeks after receipt of merchandise, or within 6 months in the case of hidden faults.

If any valid claim of faulty merchandise is made, we are obliged to either replace the merchandise free of charge or repair it, the choice being at our sole discretion. Buyer may choose reduction of price or cancellation of contract, should our efforts fail. We will not be liable for any consequential damages caused by any defect or fault in the merchandise, since the object of the warranty is compliance of the delivered merchandise with the contract. The warranty does not cover damages to the goods that were caused by improper handling or storage after the passage of risk or where caused by external factors that were not foreseen in the contract.

8. Technical Advises

Our technical advises are given according to our best knowledge and experience. Buyer is obliged to apply due diligence in verifying applicability of our advice to his special conditions of production or application. Concerning our technical advises, which are given free of charge, we will only be liable for damages caused by gross negligence or deliberate acts from our part or by our lawful representatives or auxiliary persons.

9. Uses of the Product

The buyer agrees to use the product for domestic and private use only. The buyer is not allowed to use the product for any academic, commercial, business or re-sale purposes. Any agreement affecting utilization of the product must be in writing.

10. Miscellaneous Clauses

Place of execution and place of venue is Paris, France. We reserve the right to sue at buyer's place of business.

These General Terms and Conditions of Sales, as well as all our business relations with our clients, are governed exclusively by the Laws of the Republic of France. Application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

11. Salomonic Clause

Should one of the clauses above or part of one of the clauses above be legally invalid, validity of the other clauses of these General Terms remains unaffected