

**GENERAL CONDITIONS FOR WORKSHOP MAINTENANCE
BY A CONSTRUCTOR-SERVICE CONTRACTOR**

1. GENERAL PROVISIONS

1.1 – Professional practice

These general maintenance conditions codify the professional practices of constructors-service contractors for pumps, vacuum pumps, compressors, plumbing fittings, ancillary equipment and provision of services. They therefore constitute the professional benchmark and are lodged with the Practices Office of the Paris Commercial Court Registry.

1.2 - Application of general conditions

They comply with competition law rules.

Pursuant to Article L441-6, French Commercial Code (known as the "Dutreil" Law of 2 August 2005) the supplier or contractor's general conditions form the basis of commercial negotiation.

These general conditions apply to all contractual relations between the "constructor-service contractor" and the client company, hereafter called the "Client".

Any departure from these general conditions must be effected by an express written acceptance thereof by the constructor-service contractor.

These conditions shall not apply under the constructor's guarantee for any defect noted after delivery of equipment, which is covered by the constructor's guarantee during the contractual guarantee period.

2. DEFINITIONS

For the purposes of these general conditions, the following definitions apply:

Maintenance: All operations whose content is defined under the special conditions and which may, as appropriate, comprise the detection, analysis, correction or prevention of equipment dysfunction. These operations may be described as "services" or "works".

Constructor-service contractor: contractor to which the maintenance service is assigned, and which is also a manufacturer of the same type of equipment.

Equipment: appliance made available for maintenance by the client to the constructor-service contractor, whether or not the latter is the manufacturer.

Client: person or entity assigning equipment maintenance to the constructor-service contractor.

3. TRANSPORT AND RISK

The equipment must be:

- Identified
- Clean and free from pollution.

In the absence of special provisions, the cost and risk of loss or damage caused to or by the equipment shall be borne as follows:

3.1 - Delivery to workshop

The cost and risks of delivery of equipment to the constructor-service contractor's workshop shall be borne by the client.

A detailed delivery notice prepared by the client must accompany the equipment.

The constructor-service contractor will effect equipment receipt and identification in the workshop.

3.2 – During work

Risks related to the period of works shall be borne by the constructor-service contractor, save for those caused by inherent defects in the equipment which existed prior to its responsibility therefor.

3.3 - Return to client

The cost and risks of return of the equipment and the destination site shall be subject to agreement between the constructor-service contractor and the client.

Any special packaging and packing shall be paid for by the client.

A detailed delivery notice prepared by the constructor-service contractor must accompany the equipment.

Insurance must be contracted and paid for by each party to cover its individual risk liability.

4 - DOCUMENTS AND INFORMATION

For optimum service quality, the constructor-service contractor may require the client to provide:

- a) Technical documentation (plans, notices including the manufacturer's instructions, security and maintenance notices, user manuals, etc), the history of modifications, repairs and interventions effected to the equipment and the operating logs, when the constructor-service contractor does not possess such items. The agreed intervention periods will not commence until remittance of all such documents and information.
- b) Documents concerning traceability and source of spare parts and equipment made available to it by the client.

The constructor-service contractor undertakes to ensure the traceability of its own interventions.

5 – INSPECTION AND ASSESSMENT

The constructor-service contractor undertakes to inspect and assess the equipment with a view to its maintenance.

Vis-a-vis the constructor-service contractor, the client is deemed to be the owner of the equipment consigned.

In all cases, the cost of inspection, dismantling and assessment shall be borne by the client.

6 – ESTIMATE, RESPONSE TIME

In the absence of response from the client within the period specified in the estimate or, in default, within a reasonable time from collection of the equipment, the constructor-service contractor may invoice the equipment retention costs to the client, and reserve the right to dispose of such equipment.

7 - ORDERS AND ACCEPTANCE

7.1 - The estimate shall form the basis of commitment.

7.2 - The transaction shall be considered as having been concluded when the constructor-service contractor, after receiving an order, sends a confirmation of order or notice of receipt of order.

The contract shall only come into force on receipt of the agreed deposit, and subject to provision of the documents stipulated in the contract, appropriate and usable by the constructor-service contractor.

7.3 - The contract shall be executed pursuant to its terms ; any amendment shall be by endorsement agreed by both parties.

8 – COMPLETION TIME

The time estimated for completing the work shall not constitute a commitment by the constructor-service contractor unless expressly agreed as such.

The work shall be deemed to have been completed when the equipment is ready to be returned to the site and so notified to the client by the constructor-service contractor.

The constructor-service contractor shall be entitled to prolong duration of works it undertakes when:

- a) the client places additional work orders accepted by the constructor-service contractor;
- b) the client modifies the scope of the planned work with the agreement of the constructor-service contractor;
- c) an event of force majeure, as defined in Clause 16, occurs;
- d) the client breaches one of its obligations.

Should any of the said events occur, a new completion time will be agreed.

Throughout the trial period, the Purchaser shall assume the risks in the possession and use of the product, and shall subscribe to relevant insurance.

5 - Characteristics and status of ordered products

5.1 - Purpose of products

Delivered products conform to the technical regulations applicable thereto and to technical standards in respect to which the Supplier has expressly declared the conformity thereof.

The Purchaser is responsible for installing the product pursuant to the ordinary conditions of use and in accordance with the safety and environmental laws that are in effect at the place of use, as well as with the proper procedures of its profession.

In particular, it is the Client's responsibility to select a product that meets its technical requirements and, if necessary, to ensure with the Supplier that the product is suitable for the envisaged application.

5.2 - Packing of products

Non-returnable packing is not taken back by the Supplier. Packing is effectuated according to the Supplier's standard. It conforms to the applicable environmental regulations according to the purpose of the products. If the Purchaser desires a specific packing, it must expressly request it from the Supplier upon conclusion of the contract. The costs of special packing shall be covered by the Purchaser. The Purchaser commits to eliminate the packing pursuant to the local environmental laws.

6 - Intellectual property and confidentiality

6.1 - Intellectual property and knowledge of documents and products

All of the intellectual property rights, as well as the knowledge included in transmitted documents, delivered products and provided services remain the Supplier's exclusive property. Any transfer of intellectual property rights or knowledge must be subject to a specific contract. The Supplier reserves the right to make use of its knowledge and results in its research and development work.

All plans, descriptions, technical documents or estimates provided to the other party are transmitted thereto as a *gratis* loan, the purpose of which is to evaluate and discuss the Supplier's commercial offer. They shall not be used by the other party for any other purposes. These documents must be returned to the Supplier upon first request.

6.2 - Confidentiality

The parties are reciprocally committed to a general obligation of confidentiality regarding any oral or written information, regardless of the medium thereof (discussion reports, plans, exchanges of computerized data, activities, installations, projects, expertise, prototypes developed at the Purchaser's requests, products, etc.) that are exchanged when preparing and executing the contract, unless said information is a matter of common knowledge or will become so by means other than through the Purchaser's wrongful act or omission.

Therefore, the parties commit to:

- keep strictly secret all confidential information and, in particular, refrain from disclosing or transmitting all or part thereof to any person by any means, directly or indirectly, without the other party's written authorization beforehand ;
- refrain from using all or part of confidential information for purposes or an activity other than execution of the contract ;
- refrain from making copies or imitations of all or part of confidential information.

The parties commit to take all necessary measures to ensure compliance with this obligation of confidentiality throughout the duration of the contract and even after the expiration thereof, and guarantee compliance therewith by all of their employees and subcontractors or other contracting parties. This obligation is absolute.

6.3 - Guarantee in the event of infringement

Each party guarantees that the elements it provides or designs for execution of the contract (plans, specifications, processes, and their conditions of application, etc...) do not use intellectual rights or proprietary expertise owned by third parties. They guarantee that they have the right of free disposal of said elements without conflicting with a contractual or legal obligation.

They mutually guarantee each other against the direct or indirect consequences of any action for civil or criminal liability, particularly an action for infringement or unfair competition.

7 - Delivery, transport, verification and acceptance of products

7.1 - Times for delivery

Delivery times commence to run from the latest of the following dates :

- date of the order's acknowledgement of receipt ;
- date of receipt of all of the information, approvals, materials, details of execution due from the Purchaser or which are necessary for execution of the contract, or, when applicable, receipt of the down payment ;
- date of execution of preliminary contractual or legal obligations incumbent on the Purchaser.

The agreed time limits are important elements that must be specified in the contract, including their nature (times for availability, presentation for acceptance, delivery, legal acceptance, etc.). However, the stipulated time limits are only indicative and shall not be invoked in circumstances that are beyond the Supplier's control, particularly in the event of the Purchaser's failure to perform its contractual obligations.

7.2 - Terms of delivery

Unless otherwise stipulated in the offer, delivery is deemed to be made ex-factories or warehouses of the Supplier, « Ex-Works », pursuant to the last publication of the INCOTERMS of the International Chamber of Commerce, in effect on the date of conclusion of the contract. The risks are thus transferred to the Purchaser upon delivery as specified above, without prejudice to the Supplier's right to invoke the reservation of ownership clause or use its right of retention.

In the event that the Purchaser contracts for the transport and assumes the cost thereof, it shall assume responsibility for all financial consequences of a direct action of the carrier against the Supplier.

Any storage requested by the Purchaser shall be subject to an express agreement in which the financial terms, duration and risks must be specified.

7.3 - Verification of products upon delivery

Whatever the terms of delivery, it is up to the recipient, at its expense and under its responsibility, to verify the products or have them verified upon their arrival.

In the event of damage or non-conformity with the purchase order, the recipient :

- shall note its reservations on the delivery slip, and shall immediately inform the Supplier in writing ;
- shall express its reservations to the carrier according to the procedures and within the times specified by the regulations applicable to the mode of transport, with a copy thereof to the Supplier.

7.4 - Taking over

Upon the unpacking, the Purchaser must verify the conformity of the products with the terms and conditions of the contract, and must report to the Supplier any visible or detectable defects within 7 days of delivery.

Any collections, controls, inspections, tests and certificates requested by the Purchaser are at its expense. These additional operations shall be carried out in factory or on site at the Supplier's discretion.

In the case of products manufactured pursuant to specifications, the contract may specify conditions of taking over.

Each of these acceptances may be effectuated with or without reservations. If acceptance is pronounced with reservations, the parties shall agree on a deadline for the lifting thereof.

The Supplier shall notify the Purchaser of the date of these acceptances which, unless otherwise agreed to, must occur within a maximum of 10 business days of receipt of the notification.

If the Purchaser, having been advised of the date of these operations, is not present, a report of failure to attend, and acceptance shall be deemed to have occurred on the date that was set, without reservations.

Acceptance shall also be deemed to be given without reservations if the Purchaser uses the product (even in a limited way) or if he expresses reservations considered to be minor, which do not prevent use of the product in normal conditions independent of the level of the observed performance.

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