

1 – Field of application

These general terms of sale apply to Gravic Europe and its customers to define their rights and duties.

Without any other specific agreements validated by Gravic Europe, It is considered then as a legal basis for all sales contracts.

2 – Contract frame

Price offers issued by Gravic Europe are considered as firm commitments, unless opposite directives, only if all purchasing terms are conforming.

Gravic Europe's Commitments start from the moment customers have accepted the terms of the offer by placing a firm and irrevocable order.

Any information given in direct referring to the use of parts are only intended to be used as indications and without any engagement from Gravic Europe.

3 – Prototypes - Initial samples

Gravic Europe can produce trial runs on customers' request, prior to mass production.

The parts are then submitted to customer's approval.

Unless otherwise stipulated, Customers benefit from a 2 month notice to approve or reject the parts from their date of receipt.

After this deadline and without written notes, parts are considered as accepted

4 – Specifications

The design and use of the parts is fully under customer's responsibility according to the industrial application and use of the product.

Product specifications are clearly defined by customers in accordance with Gravic Europe.

Approving Gravic's proposal to change the specifications for any improvement will not transfer Customer's responsibilities to Gravics.

Gravic Europe can not be held responsible for primary or secondary effects on whatever material or objects, or in contact with the manufactured parts or any material or body damages.

5- Tooling

Tools remain Gravic Europe's property.

A flat rate contribution towards tooling charges is requested once quotes are issued and invoiced to customers after the first delivery.

Tools are kept in inventory at Gravic Europe's premises in good working order, at Gravic's own expenses, during the whole life time of the project.

6 – Artwork proof – Sampling – Production Lead time.

Once artwork proof is sent, This one must be returned signed to Gravic Europe within 48 hours. Production Lead time starts from the moment artwork proof is validated.

The validation of the artwork proof engages the responsibility of the customer and disengages Gravic Europe from eventual error the customer would have not corrected. In addition, it cancels any previous instruction.

Should the occasion arise a customer requires a sample prior to mass production, The Lead time will start from the day after all approvals are released regarding the delivered sample.

Regarding the manufacturing tools, The Lead time to produce them starts from the date all drawings are approved.

The confirmed production Lead time may be extended as of right in case of complete or partial production stop in case of strikes, fire, flood, manufacturing accident, shortage of raw material due to default of raw material supplier, carriage problems, or any other reason considered as force majeure.

Gravic Europe declines all responsibilities regarding brand names or copyrights which customers ask to copy.

7 – Delivery - Transportation

Unless other agreed contract, The confirmed Lead time is only indicative and delays can not motivate order cancelations or damages and interests.

Risks to or caused by the parts are transferred in any case even if retention of title clause exwork factory Gravic, whatever sales incoterm is used.

Gravic Europe prices include freight and packaging.

If customer wishes to get an express delivery whereas Gravic Europe is not faulty, The extra charge resulting from this express mode shipment will be fully paid by customer.

8 – TOLERANCES

For delivered quantities, over runs or under runs of up to 10 % of the ordered quantities are allowed.

General tolerances are stated on the artwork proof validated by the customer. Colours can vary and are approximative and can vary depending on the adhesion surface.

9 – Warranty

Ordered parts must be checked within 30 days from the date of delivery to make sure they are conforming to the ordered quantity and artwork proof.

Any failure noticed while using the parts must be communicated to Gravic Europe in a maximum deadline of 1 year from the date of delivery of the parts, it will not be possible to make a claim after the expiry of this deadline.

In case of material return approved by Gravic Europe, issuing a credit note is subject to the return of the parts in the same condition as originally shipped, used parts will not be credited.

In any case, Gravic Europe's responsibility will be limited to replacing the non conform or missing quantities without any further prejudice.

Gravic Europe can not be held responsible in case of reaction of raw materials, or inks due to temperature variations, drought, humidity, or too long storage at customer's premises.

10 – Order cancelation, Order Postponement

In case of order cancelation 48 hours after order date, Gravic Europe retains the right to invoice all finished parts or pending production including tooling and raw materials booked for this order when raw material is solely used for this order and not used for other applications.

No postponement bigger than 2 weeks will be accepted.

11 – Transfer of property

Gravic Europe keeps owing the parts until the payment is fully done. Title of payment like drafts or obligations to pay does not constitute a payment.

The default of payment of 1 due date can justify the request to ship back the parts.

This retention of title clause does not interfere with the risk transfer to the purchaser once parts are delivered for risks of losses and deterioration of parts as so as damages they can cause.

The purchaser is allowed in normal use conditions to transform and integrate the delivered parts for his own product application. In such a case, The purchaser commits to pay immediately to Gravic Europe the parts already used.

In case of seizure or any other intervention from a third tier party, purchaser must immediately advise Gravic Europe. The authorization of transformation and integration of the delivered parts is then automatically withdrawn in case of receivership or liquidation.

The present retention clause also applies to international sales provided this clause is admitted by the foreign legislation where the parts are located when the claim occurs.

12 – Price

Gravic Europe's prices are firm, and are stipulated out of tax and payable under the following terms :

Invoices must be paid to Gravic Europe's headquarter. Any price offer issued by Gravic Europe is unless otherwise stipulated, assorted to payments at 45 days end of month. A minimum charge of € 200 per order line is required.

Should the occasion arise the payment is done after the limit of payment date specified onto the invoice and after the standard date of payment at 45 days from date of invoice, a penalty equivalent to 1.5 times the applicable interest rate will be charged.

The hereabove dispositions are not incompatible with the attribution of eventual damages and interests in order to take sanctions against the non commitments of the buyer..

13 – Choice of law

Any disputes resulting from the above clauses will be submitted, even in case of introduction of third party or plurality of defenders, except if other legal disposition available, to the sole competency of the commercial court where is located Gravic Europe's headquarter.