



AEMI SAS / MARINE ELECTRONICS Ltd GENERAL SALES CONDITIONS (Update 01/01/2020)

GENERALISTS

- 1/ These conditions of sale apply to materials and equipments intended for any third party, sold by AEMI and MARINE ELECTRONICS Ltd.
- 2/ The contract of sale becomes perfect only after express acceptance of the order by AEMI/ MARINE ELECTRONICS, formalised with a written confirmation. However, the customer will not be able to invoke the absence of acknowledgement of receipt to renounce or modify his order without express agreement of the seller.
- 3/ Any order implies full adherence to these general conditions of sale. The latter shall in any event apply notwithstanding any stipulation to the contrary which may appear on the customer's purchase orders as well as on the buyer's general or special conditions. The obligations of AEMI / MARINE ELECTRONICS can only result from the commitments contained in the written confirmation of the order, or in these general sales conditions.

SUPPLIES

- 1/ The specifications mentioned in the catalogues or advertising materials are only indicative. AEMI / MARINE ELECTRONICS reserve the right to make any modification to the materials or equipments deemed appropriate, of form, size, appearance or material, even after acceptance of the orders, without, however, affecting the essential characteristics.
- 2/ AEMI/ MARINE ELECTRONICS reserves the right to replace all or part of its supplies or services with supplies or services of equivalent or superior quality, even if they are obtained by different means.
- 3/ Any modification to an order must be expressly accepted by the seller.
- 4/ The offers are drawn up according to the specifications provided by the purchaser, which must contain the data necessary for determining the characteristics of the equipment in particular: performance to be achieved, installation and environmental conditions, the operating conditions and characteristics of the maintenance, the operating regime, the nature and conditions of tests and possible start-up, the reliability conditions and the method of measuring the results to be obtained.
- 5/ The studies and documents provided by AEMI/ MARINE ELECTRONICS remain their sole property. They must be returned to them on request without the need for formal notice. These studies or documents may in no case be communicated to third parties, used or copied without the written permission of the seller, who reserves all the rights of prosecution in the event of breach of any of the above points.
- 6/ As a general rule, studies and documents are not invoiced. However, if the study has some degree of complexity, AEMI/MARINE ELECTRONICS can propose a study contract. The latter will then be invoiced, and the corresponding documents and plans will become the property of the buyer if expressly agreed.
- 7/ AEMI/ MARINE ELECTRONICS Ltd may, at their option, cancel or terminate the agreement with the purchaser in case the purchaser may request, in the course of execution, modifications of the specification, equipment characteristics, the diagram or conditions of acceptance.

DELIVERY (PROVISION) AND RISK TRANSFER

- 1/ The goods are deemed to be delivered to the customer at the locations of the AEMI/ MARINE ELECTRONICS offices. Delivery is carried out by simple delivery notice. Such notice shall take the place of direct delivery to the purchaser or delivery of the material to a carrier. If AEMI/ MARINE ELECTRONICS and the buyer agree to another place of delivery, the goods are shipped, carriage and packing costs at the customer's expense.
- 2/ The transfer of risk and responsibility for the equipment sold takes place at the time of delivery.
- 3/ The delivery time is only indicative. It shall start from the date of acknowledgement of receipt or receipt of the advance payment, unless otherwise stipulated. AEMI / MARINE ELECTRONICS will be relieved of any responsibility of the following heads:
 - In the case of force majeure or event such as war event, disturbance of public order, shortage of raw materials, energy restriction, labour dispute, fault or deficiency attributable to suppliers or subcontractors of AEMI / MARINE ELECTRONICS, injury to persons or equipment in the workshops of the seller, or of his suppliers or subcontractors.
 - In the event that the delays are attributable to the purchaser in particular for the communication of information considered essential by AEMI/ MARINE ELECTRONICS and not arrived in time.
 - If the payment conditions are not met by the buyer.
- 4/ Delays caused by AEMI/ MARINE ELECTRONICS cannot in any case justify the cancellation of the order. They may give rise to the remedy only if and to the extent that penalties have been provided for this purpose, financial penalties specified contractually between the two parties.
- 5/ The buyer must take possession of the material within 10 days of the notice of availability. After this period, the agreed price will be increased by the cost of warehousing and storage, the buyer continuing to bear all the risks.

PACKAGING, SHIPPING, INSURANCE, CUSTOMS

- 1/ Prices include plain packaging. Any request from the customer for a specific packaging or shipping method will be subject to additional billing.
- 2/ Except under special agreement, all insurance, handling operations are carried out at the expense and at the risk of the buyer/consignee. It is its responsibility to check incoming shipments and to exercise its recourse against carriers, where appropriate, within a maximum of 2 days and formally notified to AEMI/MARINE ELECTRONICS within the same period.

RETURNS

- 1/ No goods may be returned to the seller without formal and prior agreement.
- 2/ If such an agreement is reached, it can only be a sales material and in no case a material manufactured or modified on demand. The equipment must not have undergone any modification or alteration.
- 3/ The liability and shipping costs of a return shipment are entirely the responsibility of the purchaser until the agency AEMI/ MARINE ELECTRONICS agreed. The conditions are identical for the shipment from AEMI/ MARINE ELECTRONICS offices to the purchaser, for the equipment that will be replaced or repaired. Finally, the costs of a possible return to stock are also borne by the purchaser.
- 4/ If the returned materials are from the distribution business and involve the manufacturer or seller of AEMI/ MARINE ELECTRONICS, the return conditions will be those granted by their own manufacturer or seller.
- 5/ Upon receipt in the seller's workshops, the returned goods are valued at their fair price, according to their condition and taking into account the expenses incurred. Provided that the materials are in perfect condition of reuse, a specific report and a quote will be formally addressed to the customer, for agreement between both parties. The amount of estimated costs will then be the subject of a credit note, but which cannot under any circumstances prejudice the immediate payment by the customer of the principal of the invoice.

PRICE

Prices are determined according to the economic conditions prevailing at the time of publication. They can be changed without notice under the legislation. The rates applied are those in effect at the time of delivery. Offers are valid within the option period specified on commercial offers.

CONDITIONS OF PAYMENT

- 1/ The availability of the equipment determines the creation of the invoice and the obligation to pay.
- 2/ Payment terms are those mentioned on the commercial documents.
- 3/ All goods are payable at the headquarters of AEMI/ MARINE ELECTRONICS.
- 4/ In the absence of payment of a due date, the payment of all sums due by the defaulting buyer will become immediately and automatically due.
- 5/ Failure of the defaulting buyer to pay, all concluded and unpaid sales will be resolved automatically, 24 hours after receipt of a formal notice in which AEMI / MARINE ELECTRONICS has asserted its willingness to avail itself of this clause and which has remained in vain.
- 6/ The sale will become perfect and the ownership of the property will be transferred only when the total and perfect payment of invoices.
- 7/ Unless otherwise agreed, the banking costs of the payment transaction shall be borne by the buyer.
- 8/ The above conditions shall apply without prejudice to any other damages to which AEMI/ MARINE ELECTRONICS may be entitled.

GUARANTEE

- 1/ The liability of AEMI/ MARINE ELECTRONICS during the warranty period is limited to the repair of any material or construction defect of the material, proof of the incumbent on the customer. It includes the free repair or replacement of recognized defective parts. These must be returned to AEMI/ MARINE ELECTRONICS, the transport being at the customer's expense. These parts remain the property of AEMI/ MARINE ELECTRONICS.
- 2/ Limits: the guarantee does not cover defects that would result:
 - Normal wear of machines or appliances; wear parts.
 - Transportation, lack of monitoring or maintenance, defective, excessive or exaggerated use of equipment, and generally storage, operational or environmental conditions (chemical, atmospheric, electrical, other influences) not appropriate or not provided for when ordering.
 - A wrong use or failure to comply with the operating instructions for connection and implementation by the customer.
 - Accidental cases or cases of 'force majeure'.
- 3/ The warranty cannot be exercised if modifications or additions have been made to the equipment by the customer or the user without the express agreement of AEMI/ MARINE ELECTRONICS. No compensation shall be payable for damages.
- 3/ Duration of the warranty:
Unless otherwise stipulated, the guarantee shall be for 12 months from the date on which the supply is made available. The repair, modification or replacement of parts during the warranty period shall not extend the warranty period of the equipment.
In the case where AEMI/MARINE ELECTRONICS Ltd adds in their supply appliances or devices which are not of their manufacture, the scope and duration of the warranty shall be those granted by their own manufacturer or seller.
- 4/ AEMI/ MARINE ELECTRONICS cannot under any circumstances be held liable for any loss, injury or material caused by any failure of its supply, whatever the origin of this failure.
- 5/ If delivery is delayed for reasons independent of the seller, the warranty period will be extended by the delay. However, this extension may not exceed three months.
- 6/ In any case, the liability of AEMI/ MARINE ELECTRONICS Ltd is strictly limited to its personnel and its own supply.

RESERVE OF PROPERTY

- 1/ The materials remain the property of AEMI/ MARINE ELECTRONICS, in whatever place they are, until full payment of the price, in principal and accessories, the payment consisting of the actual collection of the sums due.
- 2/ The customer does not dispose of the goods in any way until this condition is fulfilled. In the meantime, the goods must remain individualized in the customer's warehouses. The risk of loss or destruction shall be borne by the purchaser.

TECHNICAL ASSISTANCE WHEN STARTING UP

- 1/ Unless expressly stipulated otherwise, the prices of AEMI / MARINE ELECTRONICS do not include the installation, the start-up of equipment, or any spare batch.
- 2/ For any on-site intervention of the seller's technicians: the supply of energy, handling equipment or other, raw materials or ingredients of any kind, will be the sole responsibility of the buyer. The purchaser shall also be responsible for any joinery, forging, welding, drilling or other work, and for any losses or rejections during the development of the equipment, for example as a result of the non-conformity of the products obtained.
- 3/ Any adaptations of the equipment will be at the expense of AEMI/ MARINE ELECTRONICS, if the operating conditions and the data specified in the order have not been complied with. If, on the other hand, they are due to a deficiency or error in the data submitted by the buyer, a change from the forecast, the location of the environment, etc... the cost of the adaptations and the time spent will be charged to the buyer.
- 4/ If the on-site intervention of the seller's technicians is delayed for reasons beyond their control, the waiting time will be charged to the buyer as well as any unjustified travel.

SPECIAL CONDITIONS

These conditions may be modified or supplemented by special conditions relating to technics implementing very specific products.

DISPUTES

In the event of a dispute, regardless of its origin, relating to a supply or its settlement, the Commercial Courts of AEMI's registered office in CAEN and MARINE ELECTRONICS Ltd's registered office in PORT LOUIS (Mauritius) shall have sole jurisdiction, even in the case of an appeal as collateral or of multiple defendants.