

COMPANY DETAILS

Company Name

Int. VAT Number

Int. Fiscal Id.

REGISTERED OFFICE

Address

City/Province **Zip Code**

Country

Telephone **Fax**

MAIN OFFICE (if different from Registered Office)

Address

City/Province **Zip Code**

Country

Telephone **Fax**

INVOICE ADDRESS

Registered Office Main Office

Purchases Contact:

Email:

Telephone: **Fax**

Accounting Contact:

Email:

Telephone: **Fax**

DELIVERY ADDRESS

Registered Office Main Office

Delivery Contact:

Email:

Telephone: **Fax**

PAYMENT CONDITIONS

I will pay for my first order with Electronic funds Transfer in advance.

For subsequent orders, if the first order is paid according to the terms agreed, it will be possible to make a request to obtain a 30 day credit period after purchase. If not payment terms will be as for first order.

TRANSPORT CONDITIONS

The customer is responsible for transport costs for orders placed with Sintel. If the customer requires Sintel to organise and pay for transport costs, these will be quoted separately. Transport arrangements must be indicated on the order form.

Customer declares to have understood and accepted Sintel's Terms and Conditions of sale.

Company : Date :

Name : Signature :

Firm's Stamp

1 – PRELIMINARY

The present Terms and Conditions apply to all supplies of products and services by SINTEL.

Every order implies the full acceptance without reserve by the client of the current terms and conditions. The current document formalizes the totality of the obligations of both parties. Any Waiver or change of a clause will only be valid if specifically confirmed in writing by SINTEL.

2 – PRICE

The price lists of SINTEL do not constitute any Offers, they are purely indicative and can be modified by SINTEL without any notice, except when given in writing in the form of an official quotation. The prices declared are exclusive of VAT without transport costs or invoice.

Eventual services supplied (for example logistics and configurations) and possible charges will be additional. The order of specific services or products that are not present on the price lists of SINTEL, will be invoiced as declared on the commercial offer.

3 – DELIVERY BILLS AND RISKS

Because of the nature of the material product the delivery times are provisional. SINTEL can not be held responsible for any damage of any nature or delay of delivery.

SINTEL reserves its right to refuse orders from the Client even having completed partial delivery. Where the client intends not to accept a partial delivery of goods, it must be declared at the exact moment of the order. In the case that the Client asks for any services from SINTEL such as installation of product, the payment of the Invoice cannot depend on the conclusion of the installation of their products.

Delivery fees will be quoted on a case by case basis in the event the Client does not use his own carrier. On delivery the Client must check the product. Sintel is not bound legally to change or pay for goods that have been damaged, badly handled or lost in transport. SINTEL on request of the Client can insure the delivery of the goods at the going rate. Any complaints about the delivered goods or the quality of such must be sent in writing within 2 days from delivery of the goods by recorded delivery.

4 – PROPERTY TITLE

As described by the law from the 12/05/1980 (N°80-335), the sale of the goods will be carried out by reserving the title to the property that will be transferred to the client only when the full payment of the product will be completed by invoice. In case of non payment in part or totally at the end of the 30 days, SINTEL will submit a court order to take back into their possession their goods in the hands of the non paying client. In this case the Client is obliged to consent.

5 – INTELLECTUAL PROPERTY

Software given out by SINTEL remains property of the producer. Software is given out only for licensed use. This license does not give the right to ownership. This license lets the Client use the software for the unit quantity specified on the contract. The client is not permitted to copy or duplicate the software (apart from back up reasons), nor to use it outside of the limit specified on the contract provided by this article. The Client must not at any time remove or modify the information or rights that are on the material supports of the programs, and must not modify in any way the product and must only use in the rightful way and/or allowed way. The Client also is obliged to conserve the product properly applying all the instructions given out by the manufacturer or reseller. The client must also not permit forgery of the IT products, or support this in any way or form. The Intermediate

Clients between SINTEL and the final customer must include in their conditions the above paragraph or one with the same meaning.

6 – INVOICE CLAIMS

Possible claims or complaints about invoices must be submitted in writing to SINTEL by registered letter and sent within 10 days after receipt of the invoice. In general the invoices are to be accepted by the client without exception. No claim from the client in any case can justify delayed payment.

7 – LIMITED GUARANTEE

The guarantee of products sold by SINTEL is limited to the guarantee given by the manufacturer and for the duration of the time indicated as such. This guarantee is valid for a normal use of the product, in compliance with the conditions of use of the product and as written on the information given by the manufacturer. Any product that has a construction fault will be repaired and or charged free of charge.

8 – RESPONSIBILITY LIMITATIONS

The client is the only person responsible for the final selection of the product or services. In no case can SINTEL be held responsible for consequences of special damage, consequential, indirect or similar loss, including the loss of profit, nor for a post sales or pre sales service on site of SINTEL or on the Client's site. This implies that SINTEL cannot be held responsible in any way or form for direct or indirect damage to the Clients assets because of the goods supplied.

The only responsibility of SINTEL is limited to the repair or free replacement of products that are defective during the guarantee, only if the product is in the original state and is packaged in its original packaging and with a copy of the original invoice.

9 – PAYMENT METHODS

Invoices are submitted on the basis of the price list of the day of purchase. The payment methods are: Bankers check or payment in advance by electronic funds transfer.

The Client can have access to a 30 day payment by electronic funds transfer if the SINTEL client account analysis results positively and that the payment will be insured. SINTEL has the right to determine the method of payment and the special offers for the client. The failed payment of just one invoice gives the right to SINTEL to lower the value of the credit line offered to the Client.

Every order and delivery is to be considered autonomous and independent from any other order or delivery. Any dispute between the Client and SINTEL cannot in any way suspend the payment of any other invoices or the disputed part of the invoice.

The incomplete supply of the order does not give the right to the Client to not make payment for what was delivered, if not written by SINTEL. Late payment of all or part of the invoice will lead to an interest charge. This charge which will be at the rate of 12% per annum with a minimum charge of 100€.

10 – CLAUSE SETTLEMENT

The non payment at the given date of the Invoice or the request to postpone the payment will determine the end of the terms accepted for the payment of the product and will make every credit owed by the Client to SINTEL immediately due. In this case SINTEL has the right to suspend the delivery of the products still to be delivered to the Client. SINTEL also has the right immediately terminate any contract in process without any compensation or formality by letter or by fax.

11 – LOAN PRODUCTS

In exceptional cases SINTEL can lend products to a Client for which the client takes all responsibility. The Client will take out an insurance policy against risks of this material. The lending conditions are evaluated on a case by case basis and will be regulated according to an evaluation agreement. In the case of failure to return products by the agreed date SINTEL will invoice the Client on the basis of the price indicated in the evaluation agreement, and the Client is obliged to make the payment without opposition.

12 – FAULTY PRODUCTS

To return a faulty product, an authorization number must be requested; only products sold by SINTEL and that are verified to be faulty within 10 days from delivery will be replaced. After the 10 day period the product will be sent for repair by the manufacturer. The delivery will be paid by the Client to return the faulty product, and payment will be paid by SINTEL for the return of the repaired or replaced products. The products will be returned COMPLETE, inside the original packaging on which there mustn't be any writing or stickers. The original packaging must be inserted into the box on which the Authorization return number must be visible.

13 – ORDER ERROR, RENDER

The Client has the right to cancel the order before delivery. But the request must be in writing. The request of cancellation of the order can be refused by SINTEL in the case that there has already been a specific order to the manufacturer. Also SINTEL declares the right to invoice the cancelling client. The cancellation costs are 10% of the sale price stipulated in the contract. In some cases SINTEL can accept the return of products wrongly ordered by the Client. In any case the return request must be put into writing and sent to SINTEL within 10 days after delivery. In the case that SINTEL accepts, SINTEL will provide the client with an Authorization number for the return. The initial costs of transport will be paid by the Client. The client must submit a compensation order for one or more products for a sum at least the same as the price of the returned products.

The products must be returned COMPLETE, AND NOT OPENED, inside the original packaging on which there must not be any writing or stickers. The original package must be inserted in a protected package that must have the authorization code well visible on it.

14 – CANCELLATION OF CLAUSE

In the case that one or more clauses in the present contract are or become null and void the other clauses will remain completely valid. Any cancelled clause will be changed for a valid clause that will be closer to the economic objective of the cancelled clause.

15 – COMPETENT COURT OF LAW

This contract will be governed by the law of France and to the exclusive jurisdiction of the court of Versailles for any disputes in relation to the execution or for the interpretation of this contract.

Company Stamp – Signature- Date