



# General sales terms

## ■ Updated in September 2018

### • ARTICLE 1 - SCOPE OF APPLICATION

The present terms and conditions of sale (hereafter CGV) govern the rights and obligations of CARLY REFRIGERATION COMPONENTS SOLUTIONS (hereafter designated as «CARLY RCS») and its customer, an entity acting in the capacity of an informed professional (hereafter designated as «Customer»), having ordered products from CARLY RCS (hereafter designated as «Products»).

In that the products present particular technical specificities, a document called «NOTICE», mentioned in article 10 of the present document, is provided to the Customer before placing any order. This document is available from CARLY RCS upon simple request. It may also be found in the CARLY RCS technical documentation, as well as on the Internet site [www.carly-sa.com](http://www.carly-sa.com).

The Customer acknowledges that it has become familiar with the present CGV and the «NOTICE» before placing its order, which it approves and accepts in all their provisions. Any order from the Customer placed with CARLY RCS is deemed as its adherence without restriction or reservation to the present CGV and to the «NOTICE», which prevail over its eventual terms and conditions of purchase and over any other document to the contrary.

### • ARTICLE 2 - ESTABLISHMENT OF THE CONTRACT

Any order placed by the Customer is subject to acceptance by CARLY RCS.

The order is considered as firm and definitive from the time of receipt by the Customer of written order confirmation from CARLY RCS, which confirms that said order has been definitively recorded. This confirmation is deemed as the date of establishment of the sales contract and acceptance of the CGV and the NOTICE.

No order confirmed by CARLY RCS may be cancelled by the customer unless this has been approved in writing by CARLY RCS and provided that the Customer fully indemnifies CARLY RCS for any charge or loss borne by it due to this cancellation.

### • ARTICLE 3 - PRICE

The prices of the products sold are those applicable on the order date. They are expressed in Euro and calculated before taxes, free of packaging costs. The final price indicated on the invoice is set according to the specific terms of the order, after applying possible reductions, and after entering the French VAT, as needed, as well as carriage costs on the order date.

Any carriage cost shall be negotiated upon the order, as well as any express shipping cost. A sale price scale is available on request.

CARLY RCS reserves the right to change its rates at any time. However, CARLY RCS agrees to charge order products at the prices indicated on the order.

Clients based outside metropolitan France should inquire about import duties or taxes that may apply, and shall be responsible for declaring and paying such duties and taxes.

### • ARTICLE 4 - DELIVERY

Delivery may be made in two ways:

- the Customer takes delivery of the goods ordered in our workshops on the agreed date,
- the delivery is done by a transport company chosen by CARLY RCS. In this case, the timeframes will depend on this company and shall be stated to the Customer, upon request, at the time of order placement.

In any event, the week of shipment indicated at the time of order confirmation is only provided for informational purposes and is under no circumstances guaranteed by CARLY RCS.

As a result, no delay in delivery of the Products authorizes the Customer to refuse receipt, cancel the order, delay the payment date for these Products, or request damages from CARLY RCS.

### • ARTICLE 5 - RISKS INCURRED

All our merchandise, even that delivered carriage free, is sold as accepted in our warehouses.

In any event, the transport risk is borne in totality by the Customer, which has responsibility for verifying the apparent condition of the Products delivered and, in case of damage or loss, for stating all reservations in writing on the waybill and to exercising all recourse against the transporters, which are solely responsible.

CARLY RCS is within its rights to refuse a shipment of Products in case of force majeure or in case of refusal of payment by the Customer for a previous order.

### • ARTICLE 6 - CONFORMITY TO THE ORDER

No claim will be acknowledged by CARLY RCS unless it is made within a period of FORTY-EIGHT (48) hours following receipt of the Products, by fax or e-mail and by registered letter, and confirmed on the waybill. Beyond this timeframe, the Products of CARLY RCS shall be deemed as conforming in quantity and quality to the order.

No Product return will be able to take place without written approval from CARLY RCS, which implies no acceptance by CARLY RCS of the grounds alleged by the Customer to support the return of the Products.

In case of a delivery that does not conform to the order, the guarantee from CARLY RCS is limited to the supply of replacement Products, to the exclusion of all damages.

### • ARTICLE 7 - CLAUSE OF RESERVATION OF OWNERSHIP

Ownership of the Products sold shall only be transferred to the Customer after payment of the entire price billed and the VAT. In the event of a collections procedure against the Customer, CARLY RCS reserves the right to reclaim the Products sold and for which payment has not been received. For the duration of the period of reservation of ownership, the risks related to the Products are the responsibility of the Customer once they have been accepted by the transporter or the Customer.

### • ARTICLE 8 - BILLING AND PAYMENT

The minimum order amount is EUR 350 before taxes.

Payments will have to be sent to the Service Comptable (Accounting Department) of CARLY RCS - ZI de Braille - 69380 LISSIEU - FRANCE.

Unless otherwise indicated in writing and agreed by the parties, all invoices are payable in cash before shipment.

The absence of total or partial payment for the Products by the due date results, rightfully and without prior notice, in:

- 1) the application of a late penalty equal to three times the legal rate of interest, being specified that this rate is equal to the interest rate applied by the Central European Bank to its most recent refinancing operation, increased by 10 percentage points, calculated on the amount including tax remaining due, from the payment due date to the date that it is paid in full,
  - 2) immediate forfeiture of the term of payment for amounts remaining due to CARLY RCS by the Customer and not yet come due. The eventual discounts and rebates that are separate from the invoices are only due to the Customer to the extent that his payments are up-to-date. Furthermore, any prior payment incidents suspend orders in progress.
- 3) Application of a statutory lump-sum indemnification of € 40 for coverage of collection costs, and full indemnification of costs actually incurred by the company above that amount.

### • ARTICLE 9 - CONFIDENTIALITY

Studies, drawings, schematics and documents given or sent by CARLY RCS shall remain its property. They shall not be disclosed to any third party for any reason, or performed without its written authorisation, under penalty of damages.

### • ARTICLE 10 - CHARACTERISTICS OF THE PRODUCTS - NOTICE

To adapt to any legal or regulatory requirement, French or European, as well as for reasons related to safety and technical progress, CARLY RCS reserves the right to modify the characteristics and design of its Products at any time, as well as of those mentioned in an order. The Customer who has placed an order shall be notified about the abovementioned modifications in writing; his absence of opposition, sent by fax or e-mail and by registered letter, is deemed as acceptance of these modifications.

The specificities of these Products require technical validation by the Customer, which is an informed professional. As a result:

- 1) a document entitled «NOTICE» is attached to any Product description, regardless of the medium, which details said specificities as well as the precautions to be taken by the Customer before any order;
- 2) only the Product effectively sold enters into the contractual scope, to the exclusion of all catalogues or other documentation describing the Products. In that these commercial documents only offer an initial presentation of the Products, in no way do they engage the liability of CARLY RCS, even if they contain errors.

### • ARTICLE 11 - GUARANTEE

11.1 The Products of CARLY RCS are guaranteed for ONE (1) year starting from the date of shipment. This guarantee is strictly limited to providing a Product to replace the defective Product. This guarantee shall not be taken into account:

- 1) if the material is not used under the conditions as stated in the document called «NOTICE», in the written instructions and in the various technical documents of CARLY RCS,
- 2) if the Customer has not validated the Products beforehand in conformity with the provisions of the NOTICE,
- 3) for deterioration resulting from the addition of equipment and accessories which are not included among the Products of CARLY RCS,
- 4) if the Customer modified the equipment without having informed CARLY RCS and provided an explicit plan followed by a written agreement from CARLY RCS. The guarantee clause will not be able to be invoked in case of negligence, accidental damage or normal wear and tear, as well as in case of non-respect of our recommendations.

11.2 Under this guarantee, CARLY RCS accepts to provide the Product which replaces the defective Product after an assessment if its responsibility is demonstrated; the scrapped parts shall be the property of CARLY RCS. For countries outside of the European Union, CARLY RCS reserves the right to return the equipment by boat, and takes responsibility for the freight to the port which best suits the Customer. The cost of land transport from the port to the domicile of the Customer shall be its responsibility.

11.3 In case of default observed during the period of guarantee, it is the responsibility of the Customer to notify CARLY RCS within a period of TWENTY-FOUR (24) hours (otherwise the guarantee will not be able to be applied), and to return the equipment under similar conditions to those of the first shipment, carriage and insurance paid. Proof of said defect is always incumbent upon the Customer. The charges for assembly and disassembly may not be claimed from CARLY RCS. Any returned equipment will obligatorily have to be accompanied by a file which includes the invoice, the conditions of use and the defect observed.

11.4 Our distributors benefit from the manufacturer's guarantee to the limits stated in their own terms and conditions of sale.

### • ARTICLE 12 - SECONDARY DAMAGES / LIABILITY

12.1 CARLY RCS is not responsible for expenses incurred by the Customer at the time of intervention on the Products such as, notably, labour charges, movement, loss of liquid refrigerant, transport, etc. At any rate and even in the event the Product guarantee specified in article 11 applies, CARLY RCS' liability shall not be involved other than for damages caused to people and property, excluding any trading loss, loss of stored equipment or other losses. The liability of CARLY RCS is strictly limited, all causes combined, to the supply of the replacement Product; said replacement not suspending the initial guarantee and not under any circumstances prolonging its duration. CARLY RCS is only bound towards its Customer, an informed professional, by an obligation of means, not of results. The Customer agrees to render the contractual limits of liability defined in the present CGV as enforceable against its insurers, its own Customer and their insurers.

12.2 The Products bought in continuation of the use of the selection assistance software available on CARLY RCS website or CD, benefit from the guarantee aimed under article 11. Nevertheless, the use of the data and the results provided by the software is done under the full, whole and exclusive responsibility of the buyer. It is for the Customer to verify the relevance and accuracy of results and data suggested by the software compared to the installation and the desired use. In particular, company CARLY RCS cannot be held responsible for the consequences (whatever they are) of using the software or of an error of choice in the software use.

### • ARTICLE 13 - RETURN OF PRODUCT

Any return must be approved beforehand in writing by CARLY RCS. Any Product whose return has been accepted will be sent to CARLY RCS under similar conditions to those of the initial shipment, carriage and insurance paid by the Customer. No return may call into question the various payment due dates, even in case of return with involvement of the guarantee, with any payment default being deemed as termination of said guarantee. If equipment is taken back, a reduction of a minimum of THIRTY (30) % shall be taken from the initial purchase price, subject to the returned material being in perfect condition, excluding repackaging charges.

The possibility of the return of merchandise does not involve specially manufactured items (not in the catalogue).

### • ARTICLE 14 - ASSIGNMENT OF JURISDICTION / CORRESPONDENCE

The present CGV are drafted in the French language, which is the only applicable version in case of a dispute. They are subject to French law.

Any dispute relative to the interpretation, execution or termination of the contract of sale established between the Customer and CARLY RCS is subject to French law. The invalidity of one of the present provisions shall not result in the invalidity of the other provisions. In the absence of an amicable agreement, the dispute shall be brought before the Commerce Court of LYON.

All correspondence must be sent to the company headquarters of CARLY RCS:

- By postal mail to: CARLY RCS - ZI de Braille - 69380 LISSIEU - FRANCE.

- By fax to: +33 (0)4.78.47.36.98

- By email to: [info@carly-sa.com](mailto:info@carly-sa.com).



# Warning

- The use of CARLY RCS products requires that the buyer performs a prior technical validation more specifically as regards the following:
  - The design of the refrigerating circuit into which the product is integrated ;
  - Oils and refrigerants used ;
  - The installation operating conditions ;
  - The parameters of the installation : charge of the installation, pipes diameters, working pressures and temperatures...
- Indeed, the installation designers' responsibility is:
  - To make sure that all operating equipment items are fitted for their intended use and are compatible with each other ;
  - To ensure that temperature and pressure requirements of the installation are respected, in conformity with the technical features of the product, adding if necessary a safety valve (the integrator must provide a mean for the recovery of exhaust fumes, in conformity with the regulations in force) ;
  - To take the necessary measures in order to avoid liquid hammer ;
  - To ensure that the system works in an almost-static position.

For specific requirements (pressure, temperature), contact CARLY RCS technical service.

- A complete evaluation of the risks must be performed during phases of design, assembling, and installation of the machine.
- As a component manufacturer, CARLY RCS is not liable for coming up with general scope recommendations, and this applies to all types of installations.  
Nevertheless, CARLY RCS technical department is at the disposal of the buyer in order to answer their questions and guide them in their choices. But CARLY RCS advices, especially about product selection (selection and technical details tables), are not liable and have no contractual aspect. Indeed, the quantity and the diversity of parameters in an installation and its working conditions are mostly unknown for CARLY RCS, and do not allow a complete study that would enable to make detailed and specific answers.
- Each CARLY RCS component should be carefully selected, in order to meet the requirements of the installation as specifically as possible. In order to do so, see the selection tables established for each family of CARLY RCS components. The recommendations in these tables have been established for regular installations, without any specific requirements. For all other specific cases, it is imperative that you get in touch with CARLY RCS's technical services, or your distributor's technical services.
- CARLY RCS components are designed for use with CFCs, HCFCs, HFCs and CO<sub>2</sub> as well as with their associated oils and additives; these are non hazardous refrigerants from group 2 of the Pressure Equipment Directive 2014/68/EU. CARLY RCS components are not compatible with corrosive, toxic or inflammable substances (according to safety classification and information on refrigerants – Cf EN378-1 Appendix E). CARLY RCS denies all responsibilities for damages subsequent to the use of said refrigerants. It is mandatory to use appropriated refrigerants (fluid or gas), in conformity with the indication on the label of the product.

For the use of CARLY RCS components with refrigerants of group I, type hydrocarbons – Propane R290, Butane R600, Isobutane R600a, Propylene R1270, please contact CARLY RCS technical service.

- CARLY RCS recommends reading its general sales terms and especially the clauses concerning the warranty (report to chapter 117 of CARLY RCS technical catalogue). These general sales terms govern the commercial relationships between CARLY RCS and its customers. They are also detailed on the order confirmations, delivery notes and commercial invoices. They are available as well on request at CARLY RCS company (info@carly-sa.com). Sending an order to CARLY RCS implies the acceptance of its general sales terms without restriction, above any other general purchase conditions.
- CARLY RCS components are designed only for thermodynamic installations (refrigeration, air conditioning, heat pumps...).
- CARLY RCS products are in conformity with the European Pressure Equipment Directive (PED 2014/68/EU). The products dedicated to be installed on a machine in the meaning of the machine directive 2006/42/CE and coming within category I as maximum (article 13, appendix II) are excluded of the scope of PED 2014/68/EU (article 1§2).
- CARLY RCS components are designed in order to be integrated into fix installations. For an integration into mobile installations (EN 378-2), it is the responsibility of the designer and/or manufacturer of the application to make sure of the right fitting of CARLY RCS components into their application, making qualification tests of the components fitting into their application.



## Warning

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- The label on the products with the CE marking, must remain visible and must not be covered nor damaged.
- A close attention must be paid to intervention areas in order to get a safe and secured working area available.
- Only a skilled personal (EN 13313) trained and initiated to interventions on refrigeration installations and pressure equipment, and with the qualifications required by the regulation of the country of use, is authorized to install CARLY RCS components (See General Assembling Precautions / Specific Procedures of the Technical Catalogue).
- Pressure equipments present some danger. During their handling, it is mandatory to take the necessary safety measures and to wear the individual protections according to the regulation in force.
- Plan a periodical control as often as necessary and in conformity with the regulation in force, of the installation air tightness and of the state of the refrigerant and the oil (moisture, acidity, dirt...) in order not to trouble the efficiency of the installation.
- In the frame of preventive maintenance, check regularly the general aspect and the state of the product, and replace it if necessary.
- It is mandatory to keep the instructions, during all the lifetime of the product.
- CARLY RCS disclaims all responsibility regarding the possible errors and omissions present in the technical catalogues and brochures, or any other document distributed by CARLY RCS.

CARLY RCS keeps the right to modify its manufacturing without prior notice, which is valid for products already upon order, subject that these modifications do not modify the features defined with the customer.