

Voie Romaine - Groissiat 01100 OYONNAX
Tél. (+33) 04 74 77 34 53
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Date : 05/05/2023

Cust. code : C7987
Tel : 0044.1978.660.444 - Fax : 0044.1978.660.200

Attn :
Mrs. JONES Linda

TVA UE : GB103384348

Delivery address :

Invoice address :

FIBRAX Ltd
Queensway
LL13 8YR WREXHAM
Royaume-Uni

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Processed by : MORENO Grégory

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L	Item	Description	Qty	Price	R	Unit price	Amount
1	3325	Cyclades - ERP interface <i>Computer link with external ERP (TXT, CSV, ... files)</i> <i>Production orders downloaded into Cyclades</i> <i>Automatic update of the Cyclades database</i> <i>Programmed listing of orders, shift assessment, ...</i>	1	4 660,00		4 660,00	4 660,00
2	4416	SISE technician intervention <i>2 days on site</i> <i>(Travel expenses and travel time covered by the Cyclades assistance contract)</i>	1	2 500,00		2 500,00	2 500,00
3	4416	SISE technician intervention Cyclades upgrade to the latest version <i>1 day on site (Travel expenses and travel time included)</i> <i>- Cyclades upgrade</i> <i>- Terminals upgrade</i> <i>- Training</i> <i>Covered by the Cyclades assistance contract</i>	1	2 230,00	100 %		
4	17687	Cyclades Terminal type TBOX - Module Without user interface. For machine integration <i>Use with CYCLADES supervision software</i> <i>DIN rail mounting, requires 24VDC power supply</i> <i>Wired networking to be provided (RJ45), proprietary IP communication protocol SISE</i> <i>Time and cycle counting (4 count inputs and 8 status inputs, 4 relay outputs)</i> <i>Open to RSxxx, CAN, OPC, WEB interface communication protocols</i> <i>Dimensions and weight for information only :</i> <i>-Dimensions : L178 x W128 x D50mm</i> <i>-Weight: 0.5 kg</i>	6	620,00		620,00	3 720,00
5	20456	IHM TBOX Cyclades license	6	290,00		290,00	1 740,00
6	13498	Power supply 230V / 24 VDC 20W - 1A for DIN rail - TBOX	6	49,00		49,00	294,00
7	21348	Cyclades - Module SEKWEL <i>Web interface for terminals (T20, T200, T1000, T1000-4) License server</i>	1	3 590,00		3 590,00	3 590,00
8	20456	Web interface License for terminal T20/T34G/T200/T1000 and T1000-4 <i>(price per terminal)</i>	16	290,00		290,00	4 640,00
9	4982	IP / RS485 converter <i>1 RJ45 Ethernet port - Connection with the computer network</i> <i>4 RS485 ports - Wired or wireless terminal connection</i> <i>Wired connection of up to 120 machines</i>	1	1 470,00		1 470,00	1 470,00

The products delivered by SISE SAS are sold with a subordinate clause expressing the transfert of its property with the integral payment of the price in principal and accessories, notwithstanding the acceptance any commercial effects (Law 80.335 on 12 may, 1990).
In case of litigation or dispute by the buyer, no compensation of any kind can question the retention of title clause. In case of bankruptcy, liquidation or judicial settlement, our compagny reserves the right to claim delivered merchandise conforming to applicable legal clauses

Hot runner controls - Temperature controllers - Sequential injection moulding - Production monitoring.



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Validity : 31/07/23

Total 22 614,00

INCOTERMS 2010 DAP WREXHAM

TOTAL NET amount (EUR) 22 614,00

Payment

Bank transfer at 60 days net

Your contact person :

In order to process purchase order more quickly, please send them to : order@sise-plastics.com

SISE - Export Dpt.

Tel : +33 (0)474.77.34.53 - Fax : +33 (0)474.73.90.18

Email : quotation@sise-plastics.com

With our best regards.
MORENO Grégory

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GENERAL TERMS AND CONDITIONS**Preamble:**

These general terms and conditions apply, unless expressly agreed otherwise in writing, to the sale of all products, including software, hereinafter referred to as "Equipment", by SISE to any professional Customer, hereinafter referred to as "Customer", as well as to all services related to the Equipment intended for the training of the Customer and the maintenance, repair and overhaul of the Equipment.

1. GENERAL - QUOTATIONS/ESTIMATES - ORDERS

Prices and other details shown in catalogues, prospectuses and price lists are indicative only, and SISE reserves the right to make any alterations to the layout, form, dimensions or materials of its devices, machines or machine parts portrayed and described in its printed advertising matter.

The Supply shall include exactly and exclusively the Equipment or the Service specified in the estimate. Acceptance of the quotation implies acceptance of these conditions. Even when a quotation or offer has been provided beforehand, conclusion of a contract of sale remains subject to SISE's express acceptance of the Customer's order. Weights stated in the quotation are indicative only, and shall under no circumstances give grounds for any claim, complaint or price reduction. Prices and new delivery dates for further supplies will be specially agreed between SISE and the Customer. Under no circumstances shall the conditions for further supplies derogate from or prevail over those of the main order.

Quotations for repair are conditional on other parts not being found defective when tested. SISE will inform the Customer in a timely manner of any risk of exceeding the initial quotation.

2. STUDIES AND PROJECTS

The project designs, studies and documents of all kinds provided or sent by SISE remain the property of SISE alone at all times, and must be returned to SISE on demand. They are supplied free of charge if followed by an order for the goods concerned; in the contrary case, the respective costs of the study, as communicated to the Customer before the submission of the project/study, as well as the travel expenses, shall be reimbursed according to the price list also previously communicated by SISE.

SISE retains all intellectual property in its project designs, studies and documents, which may not be disclosed or implemented without its written authorisation.

3. DELIVERY AND PRICES**3.1 Deliveries:**

3.1.1 Unless otherwise expressly agreed in writing when the equipment is ordered, delivery shall be deemed to have been made "ex works" or "ex warehouse" by SISE (Incoterms 2010 : FCA Oyonnax).

Goods will be delivered either by handing them over or by making them available directly to the Customer, or by handing them over at SISE's works or warehouses to a forwarding agent or carrier designated by the Customer or, failing such designation, chosen by SISE

The principle of delivery at SISE's works or warehouses shall not be overruled by any instruction such as "FOB", "FOB station", "FOB quayside", "FOB domicile" or "carriage paid" (total or partial).

If the delivery is delayed by the Customer and SISE agrees, the Equipment shall be stored and, if necessary, relocated at the Customer's expense and risk and SISE shall have no further liability in this respect. These provisions shall in no way affect the obligation to pay for the Equipment and they shall not constitute a novelty.

3.1.2 If the purpose of the order is to provide a service, it shall result in the creation of a deployment protocol or other document equivalent to an acceptance protocol, which shall be signed by the Customer.

If the Customer does not sign the aforementioned document within 10 (ten) calendar days of the provision of the service and if the Customer has not submitted written reservations with all supporting documents within this period, the service shall be deemed to be in accordance with the order in terms of quantity and quality. No claims in this respect shall be admissible after the expiry of this period.

3.2 Delivery deadlines - Late deliveries

Unless expressly agreed otherwise in writing, the delivery periods of the equipment or the performance of the services shall be deemed to be indicative.

Delivery periods are reckoned from the latest of the following: the date when the order was received by recorded delivery, the date(s) on which SISE received the details, the deposit or anything else which the purchaser undertook to provide.

Delays may in no case justify cancellation of the order or give rise to penalties or damages.

SISE shall be relieved of all its obligations concerning delivery dates if the payment terms have not been respected by the Customer, or in circumstances outside the SISE's control such as but not limited to:

lock-out, strike, epidemic, war, requisition, fire, flood, machinery accidents, rejection of major parts during manufacture, interruption or delay in transport or any other cause leading to a total or partial shutdown of SISE or its suppliers.

SISE shall tell the Customer in good time about any such circumstances, and shall keep the Customer informed.

3.3 Prices

The prices of the Equipment are exclusive of taxes for the Equipment at SISE's premises or warehouses.

The services shall be provided at the SISE rates in force on the day the order is placed, according to the estimate previously prepared and accepted by SISE, as indicated in article 1 above.

3.4 Unforeseen

Notwithstanding section 1195 of the French Civil Code, in the event of an event that affects the balance of the order in such a way that it is detrimental for SISE to fulfil its obligations, SISE and the Customer undertake to negotiate in good faith a modification of the order in order to remedy the situation. This includes in particular the following events: Price fluctuations of raw materials, changes in standards, laws or regulations.

If no agreement is reached between SISE and the Customer within thirty (30) calendar days after the request for review or after any other period agreed between the parties in writing, SISE shall be entitled to terminate the order(s) in question by sending a registered letter with acknowledgement of receipt and observing a notice period of thirty (30) calendar days, without this termination giving rise to a right to compensation for either party.

4. PACKAGING

Unless expressly agreed otherwise in writing, the costs of packaging shall be borne by the Customer. Packaging shall not be taken back by SISE unless otherwise agreed. In the absence of special instructions on the subject, packaging shall be done by SISE which shall act in the Customer's best interests.

5. PAYMENT TERMS

Invoicing shall take place upon delivery of the Equipment or provision of the services. Invoices must state the due date. They shall be payable at the registered office of SISE and, unless expressly agreed otherwise in writing, within thirty days of their date of issue and without deduction. In the event of late payment, interest shall be automatically charged from the first day after the payment date indicated on the invoice at the rate of the most recent refinancing rate of the European Central Bank, plus ten percentage points, as well as a flat-rate penalty for the costs of collection in the amount of €40.

Unless the parties have agreed otherwise in writing, repair and maintenance work as well as additional deliveries or deliveries during assembly shall be invoiced monthly and shall be payable in cash, net and without discount.

The agreed payment deadlines shall not be extended on the pretext that litigation is pending, nor under any other pretext whatsoever.

In the event of the sale, assignment, pledge or contribution of the Customer's business assets or Equipment to a company, as well as in the event that any of the payments or the acceptance of any of the bills of exchange are not made on time, the amounts owed shall become immediately due and payable, notwithstanding the previously agreed terms.

6. RESERVATION OF OWNERSHIP

Until full payment has been made for all Equipment delivered to the Customer (main delivery and accessories), this shall remain the property of SISE.

This retention of title extends to the entire Equipment delivered until full payment of all amounts owed by the Customer to SISE.

In case of non-compliance with a payment deadline or obligation, SISE is entitled to take back the equipment immediately and without any special formalities. To this end, the Customer undertakes to ensure that the identification of the Equipment is possible at all times and must allow free access to any inventoryist duly appointed by SISE to carry out an inventory. It is assumed that all equipment that may be in stock is unpaid for.

The Customer remains entitled to dispose of the Equipment in the normal course of business as long as there is no default in payment or as long as SISE has not revoked the right of disposal.

If the Customer sells the SISE Equipment to a sub-purchaser, the right of ownership shall be transferred to the Customer's claim against the sub-purchaser.

Until the Equipment has been paid for in full, the Customer may neither pledge it nor assign it as security. In the event of seizures or interventions by third parties, the

Customer is obliged to inform SISE immediately. He must also inform the third party that the sale of the Equipment is subject to retention of title.

The Customer is obliged to insure the risks of loss, theft, damage or destruction of the delivered Equipment at his own expense.

7. CARRIAGE, CUSTOMS, INSURANCE, &c.

All transport, insurance, customs and handling operations are at the expense and risk of the Customer, who is also responsible for inspecting the consignments on arrival and making any complaints against the carrier, even if the consignment was carriage paid. If shipment is carried out by SISE at the express request of the Customer, it shall be carriage forward or re-invoiced at the most favourable rate according to expenditure, but in any case, at the full responsibility of the Customer.

8. GUARANTEES

8.1 Defects covered by the guarantee

SISE undertakes to remedy all defects resulting from faulty construction, defective materials or during the execution of a service ordered by SISE within the framework of the following provisions. SISE's obligation does not apply if the malfunction is due either to materials supplied by the Customer or to an element of design insisted on by the Customer.

Any warranty is also excluded for malfunctions/accidents/damage due to causes beyond SISE's control, such as, but not limited to, fortuitous events, force majeure or due to normal wear and tear of the Equipment, damage or accidents due to negligence, lack of supervision or improper maintenance and use of the Equipment or repair/modification of the Equipment by third parties.

8.2 Commencement and duration of the guarantee

8.2.1 With regard to the Equipment:

Unless otherwise agreed, this warranty shall only apply to defects occurring during the period of two (2) years, in the case of Equipment without software, or one (1) year for software (warranty period), after delivery as defined in article 3.1.1 above.

If the delivery is delayed by the Customer and the Equipment is stored at SISE under the conditions of article 3.1.1 paragraph 4 above, the warranty period is extended by the duration of the delay, but by a maximum of nine months. Spare parts or reconditioned parts are subject to the same warranty conditions as the original Equipment, as well as for a further period, according to that defined in the above paragraph on the warranty period.

The warranty period of the remaining parts of the Equipment shall be extended by that period during which the Equipment was not in operation.

8.2.2 With regard to the services:

SISE undertakes to remedy all defects that are due to proven fault in the performance of its services and that occurred within a period of three (3) months after the performance of the service.

8.3 Obligations of the Customer

In order to make use of the warranty mentioned above, the Customer shall notify SISE immediately and in writing of any defects/deficiencies in the Equipment or service and enclose all necessary supporting documents in this regard. The customer shall facilitate SISE in all respects in identifying and remedying such defects/deficiencies; he must also refrain from repair by himself or by a third party, unless there is an explicit written agreement to the contrary with SISE.

8.4 Arrangements for exercising the guarantee

SISE's obligations shall be limited to the replacement or repair of a part of its delivery recognised by it as defective or to the rectification of the performance recognised by it as defective.

SISE reserves the right to modify the features of the Equipment as necessary to meet its obligations.

Interventions under guarantee shall in principle be carried out in SISE's workshops after the Customer has returned the Equipment or the defective parts there for repair or replacement.

If, however, the nature of the Equipment requires the repair to be carried out on-site, SISE shall bear the cost of labour needed for the repair, not including any time spent on preliminary work or in any disassembling or re-assembling of elements not included in the supply in question which has been rendered necessary by the conditions in which the Equipment is used or has been installed. The cost of carriage of the Equipment or defective parts and of the return of the Equipment or repaired or replaced parts shall be borne by the Customer, as shall the SISE staff's travel and subsistence expenses in the case of on-site repairs. Parts replaced free of charge shall become SISE's property once more, and shall be made available for return thereto.

8.5. Disclaimer

SISE's liability is strictly limited to the obligations defined above, to the exclusion of any compensation or damages.

In all cases, it is expressly agreed that (i) SISE shall not be liable to compensate for any intangible or indirect damages such as loss of profits, sales, use or income, or claims by third parties, and that (ii) SISE's total cumulative liability for all causes combined shall be limited to fifty percent (50%) of the amount (excluding taxes) of the purchase order for which SISE's liability is asserted.

8.6. Industrial performance guarantees

If any guarantee is given as to industrial or economic performance, the consequences of such a commitment shall be subject of a special agreement between the parties.

Any penalties for failure to achieve that performance shall, if not specified exactly, be no more in total than 5% of the ex-works or ex-warehouse value, net of tax, of the Equipment or part in question.

9.. APPLICABLE LAW - DISPUTES

The interpretation and execution of the present GTC as well as the orders executed by SISE shall be governed exclusively by French law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980).

In the absence of an amicable settlement, all disputes arising from these GTC and/or orders shall be submitted exclusively to the commercial court competent for the registered office of SISE, even in the case of a warranty claim or if several defendants are involved.