

ELANCITY-UK

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Quotation N° SO-UK04812

Your Reference	Quotation Date	Contact	Payment Terms
	17/09/2024	Hugo BARR	30 Net Days

Description	Qty	Unit Price	Disc.(%)	Discounted price	Price
[061] TRANSPORT & PACKAGING	1,00 Unit(s)	35,00	0,00	35,00	£ 35,00
[EACC0041AA] 100W Solar Panel & mounting kit	1,00 Unit(s)	394,23	10,00	354,81	£ 354,81
Total discount HT:					£ 39,42
Total excl. VAT:					£ 389,81
Taxes (20%):					£ 77,96
Total :					£ 467,77

Valid for agreement
(Stamp, Signature and Date)

Date / Signature / Name

**GENERAL TERMS AND CONDITIONS OF SALE
OF THE COMPANY ELAN CITE S.A.S.**

Applicable as of 01/07/2022

Article 1

Scope

These general terms and conditions of sale (GTC) apply to all sales of products of the supplier (the company Elan City, Wilberforce House, Station Road, LONDON NW4 4QE), in the absence of specific written agreement of the parties prior to the order. Consequently, any order for products implies the customer's unconditional acceptance of these GTC, that prevail over any other document of the buyer, and notably over any general terms and conditions of purchase.

Any document other than these general terms and conditions of sale and notably catalogues, prospectuses, advertisements, notices, only has an informative and indicative value, not contractual.

Article 2

Order delivery and Product reception

To be binding on the supplier, the purchase order must be expressly accepted within 1 week of its receipt, or not expressly rejected. Orders sent to the supplier are irrevocable for the customer, in the absence of written acceptance from the supplier.

Unless otherwise agreed, delivery times are indicative, and the supplier shall not be liable for any delay in delivery of the Products that is caused by an event, circumstance or cause beyond a party's reasonable control, or the customer's failure to provide the supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Products. Penalty clauses included in the commercial documents of our customers are

not enforceable against the supplier.

The transfer of ownership occurs only after full payment of the price by the buyer, regardless of the delivery date.

The transfer of risks of the supplier's products shall occur at the point the carrier takes possession of the Products.

The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the contract.

Without prejudice to the measures to be taken by the customer with respect to the carrier, in case of apparent defects or missing items, any complaint, whatever its nature, relating to the delivered products will be accepted by the supplier only if made in writing, by registered letter with acknowledgement of receipt, within three (3) days of the delivery.

The buyer must provide all justifications of the reality of the identified defects or shortages.

The customer may not return goods without the express prior written agreement of the supplier, notably obtained by e-mail.

Return costs will be charged to the supplier only if the latter or its representative confirms the apparent defect or missing items.

When the supplier or its agent confirms the apparent defect or missing item(s) after verification, the customer may only request from the supplier a replacement of the non-conforming items and/or delivery of the missing items, at the expense of the latter, without the customer

being entitled to claim any compensation of any kind or cancellation of the order.

The customer's unconditional acceptance of the Products covers any visible defects and/or shortages.

Any reservation must be confirmed in accordance with the above conditions.

A complaint by the buyer under the conditions and according to the methods described in this article does not suspend the customer's payment for the goods in question.

The supplier can in no way be held liable for acts occurring during transport, or in case of destruction, damage, loss or theft, even if it had chosen the carrier.

For the avoidance of doubt, nothing in the contract limits any liability which cannot legally be limited, including liability for:

- a) death or personal injury caused by negligence;
- b) fraud or fraudulent misrepresentation; and
- c) breach of the terms implied by section 12 of the Sale of Goods Act 1979.

The customer is responsible for installing the products.

The correct operation of the Products must be verified within 5 working days. This is to avoid delayed payment in case of malfunction caused by transport and not visible when unpacking. Payment may not be delayed in case of testing and identification of a malfunction after this period of 5 working days.

Article 3

Prices and payment terms

Our prices are calculated net, without discount, and payable according to the terms defined in the order.

If the customer fails to make a payment due to the supplier under the contract by the due date, then, without limiting the supplier's remedies under the contract, the customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Article 3 will accrue each day at the rate provided in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. The debt will also be increased, if necessary, by recovery costs at the customer's expense equal to a minimum of £35, with the application of additional compensation in the event that legal services are required.

The supplier retains ownership of the sold Products until the actual payment of the entire price in principal and accessories.

Non-payment, even partial, of any amount on its due date may lead to repossession of the Products. In case of a claim, the sale will be terminated by operation of the law. The customer shall return any unpaid Products at its own expense and risk, after receiving a formal notice by registered letter with acknowledgement of receipt. The repossession of the products by the supplier is not exclusive of any other legal avenues available to the latter.

It is strictly forbidden for the Customer to give as guarantee or pledge or to grant any other security on the Products under reservation of ownership.

Article 4

Product Conformity - Guarantee

Under the guarantee for hidden defects, the Supplier shall be liable only to replace defective

products at no cost, with the Customer not being entitled to claim any damages whatsoever.

The supplier guarantees its products against hidden defects, in accordance with the law, customs, case law, and under the following conditions:

- the guarantee applies only to products that have become the property of the buyer;
- it only applies to products that are entirely manufactured by the supplier;
- it does not apply if our products are used under unintended conditions of use or performance.

In addition to the legal guarantee against hidden defects, our Products (except for batteries guaranteed for 6 months) benefit from a commercial guarantee of 24 months including parts and labour from the **shipment date**.

In case of observed malfunction, Elan Cité will, by telephone, perform the usual verifications with the customer: power supply, software configuration... The removal, installation and repackaging of the equipment remain the responsibility of the customer.

If the malfunction is proven, it is covered by the guarantee. We ask you to repackage the equipment **in its original box and packing**. We will then collect the equipment (entirely at the expense of Elan Cité) for a workshop repair and a return of the equipment, again at the expense of Elan Cité.

If the original box was not kept, we can send you a new one. This will then be at the customer's expense.

Should no product failure be discovered, a flat fee will be charged to the customer, including round trip transportation and labour related to the verification of the equipment.

The guarantee does not apply to accidents of external origin affecting the equipment itself: vandalism, fire, fall, connection error..., or when the damage is

due to inappropriate handling or storage.

Any defect or fault recognised after contradictory examination only obliges Elan Cité to replace, free of charge, the Products recognised as defective, thereby excluding any indirect damage, operating loss or additional harm.

Article 5

Power supply by solar panel of the radar speed signs: Elan Cité Manufacturer's guarantee of autonomy

The low consumption of the devices guarantees the overall autonomy of the system even in winter.

In case of failure, Elan Cité will take back and provide reimbursement for the solar panel. This guarantee will not apply in the following cases: bad orientation of the solar panel, bad choice of installation generating shadows on the solar panel, non-regulatory use of the radar speed sign, use of batteries other than those provided by Elan Cité (special solar batteries), obsolescence of the batteries.

Power supply by public lighting grid of the radar speed signs and of the Electronic Information Displays

Elan Cité will not be held liable under the guarantee or under its responsibility if the duration of public lighting is not sufficient to power the Product and guarantee its autonomy.

For devices powered by electrical grids (public or permanent lighting), Elan Cité provides a male/female plug to facilitate the connection. However, the reliability of the connection is the sole responsibility of the customer

Any question relating to these general terms and conditions of sale as well as to the sales governed by them, that is not addressed by these contractual provisions, will be governed by French law to the exclusion of any other law, and as a supplementary measure, by the Vienna Convention on the international sale of goods.

In case of dispute concerning these general terms and conditions of sale as well as the sales governed by them, competence is attributed to the commercial court of NANTES, in the absence of a contrary provision of public order.

(IDU n°: FR028499_05O5SM)

INFORMATION - SIGNATURE - STAMP

Delivery address

Site name:
 Address:
 Post code: CITY:

Delivery schedule : (mandatory in case of equipment purchase

Monday to Friday: to
 Closing days:

Contact

Name :
 Tel.:
 E-mail address of@.....

Specific information

.....

The signatory declares having the capacity to represent and bind the buyer.
 S/he declares having reviewed and validated these general terms and conditions of sale.

Drafted in On

First name Surname :

Function:

Signature