

TERMS AND CONDITIONS

1. The present terms and conditions, as well as those contained in the remainder of the present Sales Form, are the sole terms and conditions applicable to the sale. Any other conditions, whether express or implicit, are excluded.
2. The Vendor reserves the right to withdraw equipment from the sale. They are not under any obligation to accept a proposal nor to explain any rejection thereof.
3. The Purchaser must submit a bid to LUTECE INDUSTRIE, 60 rue Castagnary, 75015 PARIS by postal mail or email
4. As part of this private sale, LUTECE INDUSTRIE will not charge any fees to the purchaser.
5. The transfer of responsibility and insurance is effective as soon as the buyer has paid in full the equipment and at the collection date. This mandatory removal date will be indicated on the invoice.
6. Removals are only permitted following full payment according to the conditions above. The removal of effects must be carried out by the buyer within the specified time, and under their responsibility, at their expense and their own risk.

The removal of sold goods is, unless otherwise stipulated, mandatory; resale on site by the Buyer is forbidden.

Where the buyer does not carry out the removal of the goods sold to them, within the appointed time, the Vendor reserves the right to claim payment of damages which may be caused by this delay or damages which may be caused to third parties and in particular the purchasers of other goods.

The vendor reserves the right to have the goods removed and stored at the buyer's expense and without under any circumstances being liable with respect to the condition or storage of the equipment in question.

In all cases expenses inherent in this will be the responsibility of the buyer(s) and will be billed to them.

The buyer undertakes expressly and irrevocably to respect, and to ensure that all personnel working on their behalf and in their name respect, current legislation and regulations, in particular specific health and safety requirements applicable to work carried out in premises by an external company.

They undertake expressly and irrevocably to take every required care to prevent any damage to third parties or to the vendor's property and to repair, regardless of value, any damage for which they are held responsible.

The Vendor declines any responsibility for accident or injury, regardless of cause, suffered by any party, unless the accident or injury is due to negligence by the Vendor.

7 - The materials are purchased "as is", without any declaration or warranty in respect of their condition, grade, quantity or suitability for any use whatsoever.

LUTECE INDUSTRIE has made every effort to describe accurately each item in the sale. The Buyer is deemed to be skilled and to have noted any errors in the description as well as any faults or imperfections in the property put on sale and for which they wish to make an offer.

No equipment is sold as new. The vendor declines all responsibility for any loss, damage or injury suffered by the Buyer as a result of, or associated with, a fault in any of the materials purchased, for any erroneous designation contained in the catalogue, for any failure by it to carry out the functions for which it is destined by the Buyer or for any damage or loss caused to the material(s) prior to their removal from the premises.

8 - In the event of a dispute between the parties with respect to the interpretation or execution of the present terms and conditions, the said parties undertake to resolve the dispute in an amiable manner. If this is not possible, any disputes will be referred to the French courts and be heard under French law, which shall have sole jurisdiction.

9 - In the event that the Buyer fails to comply with any of the conditions set out above, the Vendor is entitled to re-sell the affected lots without prior notification to the Buyer, who will be liable for any loss incurred as a result of this re-sale.

10 - The Vendor draws the attention of those Buyers intending to purchase lots through the intermediary of a finance company of the importance of completing such arrangements prior to making an offer, so that payment may be made in accordance with the present conditions.

11- The removal of materials acquired by a Buyer may not take place outside the times defined by the vendor. It must take place within a reasonable time and before the deadline defined when the offer was accepted and following full payment (see article 5).

12. Machines and production components are generally sold in conformity with the technical provisions, as well as legal safety standards or French regulations. This conformity is shown either by the Compliance Plate (machine mise en service après le 15 Janvier 1981 - décrets 80-543 et 544) or CE Plate (machine mise en service après le 15 Janvier 1993 - décrets 93-40) and the certificate of conformity.

13. If an item on sale does not comply with the technical provisions, as well as legal safety standards or French regulations, the resulting sales restrictions will be mentioned in the catalog and indicated during the sale.

14. Non-compliant machines are sold as unsuitable for production use. They will be sold in their current state without guarantee:

1. To a natural or legal person intending to use the material outside the European Union.
2. To a natural or legal person with a reseller status, rebuilder or collector committing to bring the item back to compliance, under his responsibility, before any transfer to an operator.
3. To a professional whose activity is the recycling of components.

15. These terms and conditions are considered as established and accepted unconditionally by the purchaser. Only the French version of the terms and conditions regulates the sale; any translation is merely indicative.