



VENTE DE GRE A GRE

UNITÉ D'ESTÉRIFICATION

rue les Rives de l'Oise - 60280 VENETTE

SALE BY PRIVATE TENDER

Esterification unit

UNITE D'ESTERIFICATION

ESTERIFICATION UNIT

VISITES UNIQUEMENT
SUR RENDEZ-VOUS AUPRÈS
DE LUTECE INDUSTRIE
VIEWING BY APPOINTMENT WITH LUTECE INDUSTRIE



► Catalogue complet
et conditions générales de vente
disponibles sur notre site internet

www.lutece-industrie.com

Date de clôture de la vente : Lundi 15 Juin 2020

Pour tout renseignement / For all request : Tél. : +33 (0)1 39 56 07 63



LUTÈCE INDUSTRIE

Consultants internationaux en ventes industrielles
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info@lutece-industrie.com



NOTICE TO BUYERS

SALE BY PRIVATE TENDER

LOCATION : OLEON
Rue les Rives de l'Oise
60280 VENETTE
France

VISITS : **By appointment** with LUTECE INDUSTRIE
Michel MOUSSET: Tel (+33) (0)1 39 56 07 63
Email: michel.mousset@lutece-industrie.com and info@lutece-industrie.com

END DATE : **Monday, June 15th 2020 at 12:00 pm.**
Since the sale is by private tender, any proposal may be accepted at any time prior to this date.

FORMAT : Purchasers will have three options below:

- 1- **On the Lutèce Industrie website**
 - Go to the "Customer Access" tab on the home page
 - Register or log in to your account. In case of registration, it will be validated at the latest within 24 hours by our team.
 - Click on the lot for which you wish to submit an offer, then click on «Make an offer»
2. **By sending a letter to LUTECE INDUSTRIE,**
60 rue Castagnary, 75015 PARIS
3. **By sending an email to info@lutece-industrie.com**

This offer must be send with an irrevocable bank payment guarantee

ACCEPTANCE: Purchasers will be notified within a minimum of 10 days of the date on which their proposal is deposited.

PAYMENT : On cash terms following acceptance of the payment, by bank transfer to the professional account of Mr Romuald HERRY, shop sign TECHNIMED. The buyer must also provide lodging of a security of 35 000 € which will be returned after the removals.



REMOVAL : Removal commences following receipt of the full payment, by appointment with Mr Romuald HERRY, shop sign TECHNIMED. **The deadline for the collection of the batches is set at August, 28th 2020 at 12:00 pm. This deadline is mandatory unless an overtime is requested in writing and the seller exceptionally allows this overtime.**

CONDITIONS : The sales terms and conditions are set out in the present document.

| Batch no. | Description | Location |
|-----------|---|----------|
| 1 | Esterification unit, year 2006, cap. 100,000 T / year (Combination of lots 2 to 41) | |
| 2 | Thermally insulated steel tank (2R1101) TECHNI METAL INDUSTRIE, N ° 640401-6, year 2006, volume 32700 L, admissible temperature -15 / 100 ° C, material P 265 GH, empty weight 4100 kg (Non-compliance. See articles 14 et 15) | Level 2 |
| 3 | Stirred reactor (2R101) (Non-compliance. See articles 14 et 15) | Level 2 |
| 4 | Insulated steel tank (2B101) TECHNI METAL INDUSTRIE, N ° 640401-1, year 2006, volume 25550 L, admissible temperature -15 / 90 ° C, maximum admissible pressure 3.5 bars, material P 265 GH, empty weight 4250 kg (Non-compliance. See articles 14 et 15) | Level 2 |
| 5 | OLLEARIS resin tank (2B102A), teflon interior coating, N ° 3669 / 05-8, year 2006, max pressure 1 bar, max / min temperatures 80 ° C / -10 ° C, volume 26 450 l, Altac resin 382-05, FEP+LVR, curb weight 2215 kg (Non-compliance. See articles 14 et 15) | Level 2 |
| 6 | Agitated tank in OLLEARIS resin (2B102B), teflon interior coating, N ° 3669 / 05-9, year 2006, max pressure 1 bar, max / min temperatures 80 ° C / -10 ° C, volume 26 450 l, Altac 382 resin -05, FEP+SVR, empty weight 2215 kg (Non-compliance. See articles 14 et 15) | Level 2 |
| 7 | OLLEARIS resin tank (2B200), teflon interior coating, N ° 3669 / 06-1, year 2006, max pressure 1 bar, max / min temperatures 85 ° C / -10 ° C, volume 73,525 L, Derakane resin 470-300, SVR, unladen weight 5061 kg (Non-compliance. See articles 14 et 15) | Level 2 |
| 8 | Agitated tank in OLLEARIS resin (2B301), teflon interior coating, N ° 3669 / 05-7, year 2006, maximum pressure 1 bar, max / min temperatures 80 ° C / -10 ° C, volume 37500 l, Altac 382- resin 05,ECTFE+SVR, empty weight 3019 kg (Non-compliance. See articles 14 et 15) | Level 2 |
| 9 | Heat-insulated tank, teflon-coated inside 5 (2B304), N°3669/05-5, year 2006, maximum pressure 3,5 bars, max/mini temperatures 80°C/-10°C, volume 11095 L, résine Derakane 470, ECTFE+SVR, empty weight 1453 kg (Non-compliance. See articles 14 et 15) | Level 2 |

| Batch no. | Description | Location |
|-----------|--|----------|
| 10 | <p>Agitated tank in OLLEARIS resin (2B302), teflon interior coating, N ° 3669 / 05-5, year 2006, max pressure 3.5 bars, max / min temperatures 80 ° C / -10 ° C, volume 11 095 l, resin Derakane 470, ECTFE+SVR, curb weight 1,453 kg,</p> <p>(Non-compliance. See articles 14 et 15)</p> | Level 2 |
| 11 | <p>TECHNIP exchanger (2E302) LTM manufacturing, N ° 200, year 2006, type of enclosure: Calender (material P265GH), operating temperature -15 / 110 ° C, operating pressure -1 / 3.85 bars, volume 350 dm³ , tubes + box (material 1.4404 / P265GH), operating temperature -15 / 50 ° C, operating pressure 5 bars, volume 280 dm³, weight 1580 kg, material beam: UranusB6 and flange: 316L</p> <p>(Non-compliance. See articles 14 et 15)</p> | Level 2 |
| 12 | <p>Exchanger (2E311) LTM manufacturing, N ° 200, year 2006, type of enclosure: Calender (material P265GH), operating temperature -15 / 80 ° C, operating pressure -1 / 3.85 bar, volume 350 dm³ , tubes + box (material 1.4404 / P265GH), operating temperature -15 / 50 ° C, operating pressure 5 bars, volume 280 dm³, weight 560 kg, material beam: UranusB6 and flange: 316L</p> <p>(Non-compliance. See articles 14 et 15)</p> | Level 2 |
| 13 | <p>TECHNIP heat exchanger (2E309), LTM manufacturing, N ° 208, year 2006, enclosure type: grille (material P265GH), operating temperature -15 / 100 ° C, operating pressure 8 bars, volume 200 dm³, tubes + box (material TUZ2CND17-12 / P265GH), operating temperature -15 / 50 ° C, operating pressure 6.2 bar, volume 68 dm³, weight 850 kg, material beam: Uranus B6 and flange: 316L</p> <p>(Non-compliance. See articles 14 et 15)</p> | Level 2 |
| 14 | <p>TECHNIP exchanger (2E203), LTM manufacturing, N ° 203, year 2006, type of enclosure: grille (material P265GH), operating temperature -15 / 80 ° C, operating pressure 5.6 bars, volume 300 dm³, tubes + box (material TUZ2CND17-12 / P265GH), operating temperature -15 / 10 ° C, operating pressure 5 bars, volume 215 dm³, weight 1680 kg, material 316L</p> <p>(Non-compliance. See articles 14 et 15)</p> | Level 2 |
| 15 | <p>TECHNIP exchanger (2E204), LTM manufacturing, N ° 204, year 2006, enclosure type: grille (material P265GH), operating temperature -15 / 80 ° C, operating pressure 1 / 3.85 bars, volume 205 dm³ , tubes + box (material TUZ2CND17-12 / P265GH), operating temperature -15 / 50 ° C, operating pressure 5 bars, volume 37 + 48 dm³, weight 700 kg, material 316L</p> <p>(Non-compliance. See articles 14 et 15)</p> | Level 2 |

| Batch no. | Description | Location |
|-----------|---|----------|
| 16 | THERMOWAVE plate heat exchanger, Mod. TL 500 KCGL, N ° 38384, year 2011, dimensions 515/507, empty weight 1099 kg, category IV (Non-compliance. See articles 14 et 15) | Level 2 |
| 17 | TECHNIP distillation column (2C201), CICO manufacturing, N ° 002.2C201, year 2006, minimum and maximum operating pressure -0.9 / 1.5 bar, maximum minimum temperature -15 / 130 ° C, capacity, 2.5 m³, material URANUS B6 column and internal column 316L (Non-compliance. See articles 14 et 15) | Level 1 |
| 18 | TECHNIP distillation column (2C301), CICO manufacturing, N ° 003.2C301, year 2006, maximum operating pressure 3.5 bar, minimum maximum temperature -15 / 150 ° C, capacity, 5.32 m³, column material URANUS B6 and column internal 316L (Non-compliance. See articles 14 et 15) | Level 1 |
| 19 | TECHNIP distillation column (2C302), CICO manufacturing, N ° 004.2C302, year 2006, minimum and maximum operating pressure - 0.9 / 1.5 bar, maximum minimum temperature -15 / 100 ° C, capacity 4.56 m³ , material column URANUS B6 and internal column 316L and vertical exchanger (2E308), material F / Ub6 and B: 316L (Non-compliance. See articles 14 et 15) | Level 1 |
| 20 | Vertical heat exchanger (2E303) TECHNIP, ASET manufacturing, N ° 6493B / 23455, year 2006. Calender: pressure 5 bars, minimum maximum temperature -15 / 250 ° C, volume 330 L. Chamber: pressure 3.85 bars, minimum maximum temperature -15 / 150 ° C, volume 370 L, weight 1550 kg (Non-compliance. See articles 14 et 15) | Level 1 |
| 21 | Vertical heat exchanger (2E205) LTM manufacturing, N ° 205, year 2006, type of enclosure: Calender (material P265GH), operating temperature -15 / 50 ° C, operating pressure 7.7 bars, volume 1230 dm³, tubes + box (material 1.4404 / P265GH), operating temperature -15 / 100 ° C, operating pressure 10 bar, volume 470 dm³, weight 3275 kg, material beam: UranusB6 and flange: 316L (Non-compliance. See articles 14 et 15) | Level 1 |
| 22 | TECHNIP horizontal heat exchangers (2E301), ASET manufacturing, N ° 64938/23451, year 2006, enclosure type: Calender, operating temperature -15 / 95 ° C, operating pressure 8 bar, volume 147 L, Chamber, temperature service -15 / 150 ° C, operating pressure 6.3 bar, volume 59 L, weight 535 kg (Non-compliance. See articles 14 et 15) | Level 1 |

| Batch no. | Description | Location |
|-----------|--|----------|
| 23 | Horizontal heat exchangers (2E310) TECHNIP, ASET manufacturing, N ° 64938/23454, year 2006, type of enclosure: Calender, operating temperature -15 / 50 ° C, operating pressure 5 bar, volume 277 L, Chamber, temperature service -15 / 130 ° C, operating pressure 4.5 bar, volume 106 L, weight 940 kg, material beam:UranusB6 and flange: 316L (Non-compliance. See articles 14 et 15) | Level 1 |
| 24 | Balloon (2B306) TECHNIP, manufactured by TECHNI METAL INDUSTRIE, N ° 640401-5, year 2006, admissible pressure 1.5 bar / vacuum, minimum maximum temperature -15 / 80 ° C, material P265GH, volume 640 L, empty weight 400 kg (Non-compliance. See articles 14 et 15) | Level 1 |
| 25 | Balloon (2B203) TECHNIP, manufactured by TECHNI METAL INDUSTRIE, N ° 640401-3, year 2006, admissible pressure 1.5 bar / vacuum, minimum maximum temperature -15 / 80 ° C, material P265GH, volume 940 L, empty weight 720 kg (Non-compliance. See articles 14 et 15) | Level 1 |
| 26 | Insulated balloon (2B303) TECHNIP, manufactured by TECHNI METAL INDUSTRIE, N ° 640401-4, year 2006, admissible pressure 3.5 bar, minimum maximum temperature -15 / 100 ° C, material P265GH, volume 900 L, empty weight 610 kg (Non-compliance. See articles 14 et 15) | Level 1 |
| 27 | Insulated balloon (2B305) TECHNIP, OLLEARIS manufacturing, N ° 3669 / 05-4, year 2006, maximum pressure 3.5 bar, minimum maximum temperature -10 / 85 ° C, ECTFE + SVR material, Derakane 470-300 resin, volume 21,725 L, empty weight 4377 kg (Non-compliance. See articles 14 et 15) | Level 1 |
| 28 | TECHNIP filter (2B 201B), AUBERT manufacturing, N ° 8810-02, year 2006, COALESCEUR enclosure type, SVR material, effective internal pressure 2.7 bars, temperature 80 ° C, volume 1850 L, weight 460 kg (Non-compliance. See articles 14 et 15) | Level 0 |
| 29 | TECHNIP filter (2B 201A), AUBERT manufacturing, N ° 8810-02, year 2006, COALESCEUR enclosure type, SVR material, effective internal pressure 2.7 bars, temperature 80 ° C, volume 1850 L, weight 460 kg (Non-compliance. See articles 14 et 15) | Level 0 |

| Batch no. | Description | Location |
|-----------|--|----------|
| 30 | Resin tank (2B105), TECHNIP, OLLEARIS manufacturing, teflon interior coating, N ° 3669 / 05-2, year 2006, max pressure 1 bar, max / min temperature 80 ° C / -10 ° C, volume 8245 l, material FEP + SVR, Altac 382-05 resin, empty weight 1400 kg (Non-compliance. See articles 14 et 15) | Level 0 |
| 31 | TECHNIP metal tank (2B104), OLLEARIS manufacturing, N ° 3669 / 05-3, max / min temperatures 80 ° C / -10 ° C, volume 970 L, SVR material, Derakane 411-350 resin, empty weight 154 kg (Non-compliance. See articles 14 et 15) | Level 0 |
| 32 | ICRC degassing unit (B601), N ° 144720/2, year 1992, pressure 3.5 bar, operating temperature 100 °, volume 4800 L, equipped with an FNS torch (KOD B 601), AIROIL-FLAREGAS (Non-compliance. See articles 14 et 15) | Exterior |
| 33 | The entire metal frame supporting the entire process | |
| 34 | AI GROUP fire protection station including an emulsifier storage and metering unit, N ° 06-07-860, year 2006, capacity 6000 L, operating pressure 12 bar, empty weight 1655 kg, 12 valves and various accessories (Non-compliance. See articles 14 et 15) | Exterior |
| 35 | TRANE chiller, type RTAC200, N ° EKN7523, dimensions L 6007 X W 2280 X H 2450 mm, weight 6236 kg with exchanger (Non-compliance. See articles 14 et 15) | Exterior |
| 36 | TRANE chiller, type RTAC200, N ° EKN7524, dimensions L 6007 X W 2280 X H 2450 mm, weight 6236 kg with exchanger (Non-compliance. See articles 14 et 15) | Exterior |
| 37 | 2 SIHI pumps, mod ZLND 200400, year 2006 each equipped with a WEG motor, mod. 280SM4 05 0614138602, power 90 kW (Non-compliance. See articles 14 et 15) | Exterior |
| 38 | 2 SIHI pumps, mod ZLND 150315, year 2006 each equipped with a WEG motor, mod. 225SM4 03 0314024402, power 45 kW (Non-compliance. See articles 14 et 15) | Exterior |
| 39 | Cold system control cabinet (Non-compliance. See articles 14 et 15) | Exterior |

| Batch no. | Description | Location |
|-----------|--|-------------------|
| 40 | <p>AQUITAINE TRANSFO transformer, ref. 189774, year 2006, N ° 601322, power 2000 KVA, primary 15000 V, secondary 410 V, weight 3567 kg with 2 cells</p> <p>(Non-compliance. See articles 14 et 15)</p> | Local transformer |
| 41 | <p>MAXXTEC boiler, type IT - 3650 -30 6 V, N ° 104518, year 2006, capacity 4000 kW, maximum pressure 13 bar, maximum temperature 300 °</p> <p>(Non-compliance. See articles 14 et 15)</p> | Boiler room |



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 or proposal by TECHNIMED ("the Vendor") assisted by LUTECE INDUSTRIE, ("The Organiser" of the sale), of goods to a purchaser or potential purchaser ("the Buyer"). 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 secured by a bank guarantee of payment to LUTECE INDUSTRIE, 60 rue Castagnary, 75015 PARIS
4. As part of this private sale, LUTECE INDUSTRIE will invoice the purchaser for 10% of the sales fee over the amount of the transfer before tax.
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 authorised after payment in full has effectively been made on the above terms. Items must be removed by the purchaser within the specified time limit, under its sole responsibility and at its expense and risk.

The removal of items sold is, unless otherwise stipulated, obligatory; resale on site by the purchaser is prohibited.

Removals may only take place via a rendezvous made with Mr Romuald HERRY, the manager of the TECHNIMED company, that will supervise the management of all the removals in compliance with the prevention and safety plan in force at the Oléon site. Purchasers must therefore comply scrupulously with the safety rules of OLEON's site in VENETTE, which is classed **SEVESO 2**.

Address:

OLEON
Rue les Rives de l'Oise
60280 VENETTE

Removals will only be possible on working days (from Monday to Friday) and during the site's opening hours.

7. For all intervening parties, the company which purchased the equipment must therefore comply with the following requirements before any on-site intervention:

The provision of administrative documents:

- "Kbis" company registration certificate
- A certificate issued by URSSAF certifying that the company is up-to-date with payments due to it
- A certificate proving that the company holds a civil liability insurance policy that is currently in force
- Currently valid forklift operator and basket permits
- Currently valid medical examination certificates
- The contracts of the intervening personnel with appended identity cards



Subcontractors intervening directly at the request of the purchaser must comply with the same safety rules.

Presence at the site during work and visits: obligatory wearing of PPE, non-smoking site, no telephones outside designated zones.

The building and the installations present in it are not equipped with means of extinguishing a fire. The purchaser must therefore forestall and prevent all fire risks caused by the use of portable electric tools or blowtorches.

For the duration of the disassembly of the installations, a safety perimeter must be established in accordance with the site plan or information supplied, using portable worksite fences. As the site is still operational the direction of traffic for lorries coming to load or unload on behalf of Oléon must be available at all times. In the case of blocking for essential reasons of the "street" for certain lifting operations, the purchaser must obligatorily inform Oléon of this requirement at least 72 hours in advance, failing which the said operations cannot take place.

Oléon reserves the right to request any intervening party whomsoever to leave the site in the case of failure to comply with these elementary safety rules.

The concrete floor must be left "bare"; the purchaser must take into account the evacuation of rubble and cleaning of the floor apart from retentions.

The material present in the tanks will be evacuated and the tanks' protective metal sheets must be put back in place.

Oléon will ensure that all the equipment has been cleaned up and drained of all substances that could be harmful to intervening parties. The corresponding documents and those concerning the risk of legionellosis coming from the cooling towers will be supplied on the specified date of 15/06/2020.

Removal timeframe: 2 and a half months as from 15/06/2020, with all operations ending imperatively and contractually on 28/08/2020 at 12 noon, including cleaning. This date is imperative unless an exceptional extension is granted by the seller following a written request made by the purchaser.

All equipment that has not been removed and planned services that have not been performed by the dates indicated will nonetheless remain incumbent upon the purchaser. In the case of a failing on the part of the purchaser, the principal will have quotes drawn up by approved local businesses and send them to the purchaser increased by 25%. The purchaser must accept them in order to bring to a satisfactory conclusion its undertaking towards the principal.

In all cases the inherent expenses will be payable by the purchasers and be invoiced to them.

The purchaser expressly and irrevocably undertakes to comply with, and to ensure compliance with by anyone who works on its behalf and in its name, the laws and regulations in force, and in particular the special health and safety provisions applicable to work carried out within an establishment by an external business.

It expressly and irrevocably undertakes to act with all the precautions required to prevent any damage being caused to third parties or to the seller's property, and to compensate without limitation as to the amount any damage that it comes to be held liable for.

It will strictly apply the special safety instructions and requirements, in particular with regard to the Prevention Plan in force at OLEON's site.

If the removal of equipment requires the demolition of real or personal property, the purchaser may only proceed to this demolition, at its expense, after it has received express authorisation from the owner of the said property.



The seller may require of the purchaser that it deposits a guarantee amount, prior to any removal operation, in order to guarantee that any damage that it might cause to real or personal property belonging to the seller or third parties will be compensated for.

Unless expressly stipulated otherwise, gas, water, steam, electricity or other pipes or conduits connected to auctioned items will be disconnected at the location of the first connection, switch or valve, or at marks placed by the seller on the pipes or conduits.

Unless otherwise provided for or authorised by the seller, the purchaser cannot claim any ownership rights over pipes or conduits that are located underground or incorporated into masonry elements, or electrical cables between the machines' transformers and control panels.

If an item sold to a purchaser prevents or hinders the removal of another item, the purchaser must remove the item in question within 24 hours following their being notified to do so by LUTECE INDUSTRIE or the seller.

Failing this, the seller may remove the item on behalf of and at the expense of the purchaser and under its responsibility.

If a purchaser does not remove an item on time and this prevents or hinders the removal of another item, it will be obliged to compensate the owner of the latter item for the harm/loss caused to them.

The Seller cannot accept any liability for any accidents or injuries suffered by anyone, regardless of the circumstances, unless the accident or the injury was due to negligence on the part of the Seller.

8 - 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.

9 - 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.

10 - 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.

11 - 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.



12- 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).

All matters independent of the vendor's will, in particular but not limited to the suspension or failure of public services, internal difficulties, strike or other impairment of normal delivery. The Vendor will not incur any expenses as a result of such impairment, unless reimbursed to this end by the Buyer.

13. 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.

14. 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.

15. Non-compliant machinery is sold as unsuitable for production and the mention "non-compliant equipment" will be mentioned in the catalog so that the purchaser can see the condition of the machine before to its acquisition and this mention will also appear on the invoice. They will therefore be sold as is and the purchaser must sign a certificate of machinery and production elements non-conformity when paying the invoice. The assignment will therefore be conditional on the tenderer signing a written commitment recalling that he is informed of the absence of a certificate of conformity and that he recognizes that the equipment cannot be used for its usual purpose.

Consequently, the purchaser undertakes formally not to use the equipment until he has the aforementioned certificate of conformity and recognizes that in the current state this equipment can only be used for destruction or disassembly.

16. The provisions of these general terms and conditions of sale are independent of each other. Consequently, if one or more provisions of the general terms and conditions of sale are deemed to be invalid or declared as such in application of a law or regulation or further to a definitive judicial decision, the other provisions will retain all their force and scope.

17. 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.