

STANDARD TERMS & CONDITIONS

Abdominal Pressure Twin Sensors

Limited Warranty

Unless otherwise agreed in writing, the Seller warrants that any hardware product(s) manufactured by TRANSPOLIS, shall be free from significant defects in material and workmanship for a period of twelve months effective from the date of delivery. The product(s) having been returned at the customer's expense to its premises. TRANSPOLIS does not guarantee the product after a first crash test has been made. Faults and deteriorations resulting from neglect, inappropriate storage conditions, faulty use, or unplanned/unspecified modifications are not covered by the warranty.

Until expiration of the warranty, TRANSPOLIS agrees to rectify any fault covered by the warranty that might alter the normal operation of the product(s). Should such a fault exist, the Buyer shall inform the Seller immediately, in writing, and communicate all information useful to determine the nature of the fault. The Buyer shall provide evidence proving the reality of the said fault and provide Seller with the possibility to investigate and rectify the fault. Furthermore, the Buyer agrees to refrain from performing repairs/modifications or having a third party do repairs/modifications without prior written consent from the Seller. Any such repairs or modifications carried out without prior and specific consent of the Seller shall cancel the warranty. Repaired or replaced parts are not covered by any specific warranty beyond the original warranty conditions. Before sending the product back to TRANSPOLIS, return authorization must be obtained from TRANSPOLIS.

When the product(s) delivered by the Seller consist of services, such as research studies or any other intellectual work, the Seller agrees to correct any error recognized as its own, for a period that shall not exceed three (3) months from the delivery date of the study report. Both the Buyer and the Seller specifically agree that the Buyer shall not be entitled to call upon the benefit of the provisions regarding the warranty before fulfilling the payment conditions set forth for the order. THE SELLER MAKES NO OTHER WARRANTIES, SPECIFIC OR IMPLIED [INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AGAINST INFRINGEMENT OF ANY PATENT] CONCERNING THE PRODUCT.

Limitation of Solutions

If the products are found to be non-conform under the limited warranty set out herewith, the Seller will, at his expense either:

[a] repair or replace the defective products - previously authorized for return. The products should be sent to TRANSPOLIS, 620 route des Fromentaux 01500 SAINT-MAURICE-DE-RÉMENS – FRANCE, prepaid, properly packaged and insured at full value, or

[b] refund the purchase price that the Buyer paid for the defective products.

Limitation of Liability

The solution of repair or replacement of the defective products, or refund of the purchase price is the Buyer's sole and exclusive remedy against the Seller and will satisfy all of Seller's liability whether in contract, or negligence, tort product liability, strict liability or otherwise. UNDER NO CIRCUMSTANCES, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, SHALL THE SELLER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES NOR SHALL SELLER'S LIABILITY IN CONNECTION WITH THE PRODUCTS SOLD [OR THEIR DELIVERY OR NON-DELIVERY] EXCEED THE SALE PRICE OF THE PRODUCTS.

Limitation on Actions

Any action for the Seller's breach of contract shall be commenced within one year from the product delivery date.