(B) The Company may, in addition, register any movable and/or immovable hypothec on the Buyer's assets without default on the Buyer's part.

## 19.BUYER'S DEFAULT:

- (A) If the Buyer refuses to receive delivery of the goods sold or is in default to pay, in whole or in part, any amounts due under this contract or under any other contract between the Buyer and the Company, the total amount will become due immediately and the Company may: - refuse to make additional deliveries - terminate this contract and repossess the goods delivered without remitting the payments already made by the Buyer and take any other measures provided by the law without prejudice to its actions for damages.
- **(B)** Any balance due shall bear interest at the rate of 2% per month and 24% per year from the date the invoice was issued.
- **(C)** The Company will retain ownership of the goods sold until full payment of the sale price and interest, if any. In the event of default by the Buyer, the Company may take one or all of the following measures:
- 1) Require immediate payment of the balance due:
- 2) Repossess the goods sold and retain, as damages, liquid interest, the sums received as installments;
- 3) Exercise the guarantee provided for in paragraph 18 (Mortgage);
- 4) Take any other action required by law.
- **(D)** Failure by the Company to exercise the rights provided for in this clause shall not be construed as a waiver of the exercise of its rights and remedies for any subsequent default.
- **(E)** Similarly, the delay by the Company in exercising the rights provided for in this clause shall not be construed as a waiver of the exercise of its rights and remedies for the default.
- 20.NEW PARTS LIMITED WARRANTY: Newly purchased standard parts manufactures by the Company will be covered by a limited warranty for a period of twelve (12) months from the date of delivery, subject to delivery delays due by the Buyer or his customer. Should any defect develop due to faulty design, workmanship or materials, this limited warranty will cover the parts unless the Buyer has not made a normal use of the goods delivered. This limited warranty is invalid when, after examination by the Company or by a third party authorized by the Company, it is demonstrated that the defect was caused by improper installation by the Buyer or by an installation on a machine not matching to the product model, or any form of misuse or willful or unintentional abuse. This limited warranty applies only subject to the following provisions:
- (A)The warranty applies only to parts manufactured, sold or approved by the Company;
- **(B)**No part other than those manufactured, sold or approved by the Company may be installed on the goods sold;
- (C)This limited warranty does not cover repairs, installations, modifications or replacements made by the Buyer related to a part or parts covered by said limited warranty in the absence of prior authorization of the Company:
- (D) Any opening of a control unit or an electronic device other than what's required for the installation will void the limited warranty. - The Company liability is limited to the replacement of the defective item (s) only. - The Company holds the right to reject any unjustified claim. This policy is also applicable to complete systems sold by the Company.
- **E)**The warranty is not applicable if the purchasing is not paid or if the customer does not respect his approved payment terms.
- 21.REFURBISHED PART LIMITED WARRANTY: Refurbished standard parts will be warranted for a period of six (6) months from the date of delivery. This warranty will only apply to standard parts purchased from the Company. The Company's liability is limited to the replacement of the defective item (s) only. The Company holds the right to reject any unjustified claim.
- 22.FEES NOT COVERED BY THE WARRANTY: Labor costs on site; Transportation and handling charges; all other related parts; Travel expenses, hotel, parking, telephone costs, towing, etc.; Damage to other parts or loss of revenue caused by breakage of defective part (s) of the Company system; Damage caused by a system other than the Company's Any other damage beyond our control. (Ex.: natural disaster)

- **23.WARRANTY'S IMPLEMENTATION:** Any warranty claim must be made in writing or by telephone within a period of fifteen (15) days from the date of the defect's discovery by the Buyer to the Company.
- **24.INVALIDITY:** The invalidity of one of the clauses of this contract will not entail the nullity of the entire contract unless it is an essential clause.

## 25.INSTALLATION / REPAIRS:

- a) The work shall be carried out during normal working hours unless otherwise agreed in writing. Weekend and Bank Holiday working will incur additional charges.
- b) The customer will provide free and uninterrupted access to the site.
- c) The customer will provide all necessary men, materials such as pneumatic and hydraulic parts, and equipment, including welding equipment and test weights where necessary, to enable the installation and calibration to be carried out. The Buyer is responsible for ensuring that the welding work is done according to the code of practice and in accordance with the standards in force for the welding of its equipment. The Company can not be held responsible for welding specifications and/or work instructions that could affect the structural integrity of the equipment.
- d) The Buyer is responsible to inform the Company, if the Installation is postponed, at least 24 hours before the scheduled date. Failing this, the engineer's or authorised personnel travel expenses will be charged to the Buyer. The crane or the heavy equipment must be 100% available and functional for the engineer or authorised personnel sent by the Company, on the date specified in the agreement between the Buyer/ Customer and the Company, and throughout the installation process and/or works.
- e) The machine must be operational during installation and/or work. It remains the sole responsibility of the customer to provide an operator on site to calibrate the system, if necessary. The choice of the operator and the costs incurred remain the sole responsibility of the customer and under his responsibility.
- f) In the event that these conditions (a, b, c, d, e) are not met, the Company's technician waiting time will be billed to the customer according to the billing schedule in force at the time of the installation or at the time of repair work and mileage charges for travel, accommodation and living expenses may also be charged to the client.

## **26.NATIONAL STANDARDS:**

- (A)The Company does not accept any liability arising from installations of the goods or type-testing of the goods after installation unless the installation of type-testing is carried out by or under supervision of the Company's own engineers or authorised personnel.
- (B) The Company shall not be responsible for the loss or damage suffered by the Customer, if the Customer supplied the Company in respect of the goods delivered by the Company to the Customer with incomplete or inaccurate technical information or did not notify the Company of any changes to the Customer's specifications.

Date:

Date:

Rev 05 | 2024-03-19

Signature:

Signature:

ON BEHALF OF RAYCO ELECTRONIC SYS	TEM LTD
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