

1- By the sole fact of placing an order with us, the purchaser accepts our general conditions of sale, notwithstanding any provision appearing in the order or purchase documents. Orders may be reduced or cancelled, in particular depending on availability.

All orders must be sent by Fax or E-mail to: (+33) (0)4-71-60-17-21 or [mecasystem@mecasystem.fr](mailto:mecasystem@mecasystem.fr). No order will be processed if it does not state the type and year of the bike in question and the reference of the parts ordered.

2- Our prices and price lists are subject to change without notice.

Our prices, in Euros, are ex-works Saint-Flour, excluding carriage costs.

Carriage is carriage collect: Express in France and Europe.

Our goods, even if dispatched carriage paid, are conveyed at the purchaser's risk. In the event of missing or damaged goods, it is a matter for the purchaser to undertake any action against the carrier within the required time-scales.

3- Unless there are agreements to the contrary which can be revoked at our request, our Products are payable in advance at our Registered Office.

In the event of late payment, SARL MECA'SYSTEM INTERNATIONAL may suspend the execution of all orders in progress.

Where, notwithstanding the provision above, and in view of the guarantees offered, our Products are payable on credit, the sole fact of non-payment on any of the due dates results as of right in the credit being forfeited, the whole of the amount outstanding becomes payable immediately and we reserve the right to suspend execution of our own obligations until payment of the arrears. If the purchaser should fail to respect its commitment to payment on the due date, we reserve the right to cancel the sale at any time after simple notice and to reclaim full possession of the documents and Products until receipt of transfers relating to the value of our invoices.

Méca'System will remain owner of goods sold until full receipt of the amounts invoiced. Our reservation of title covers the goods and their price if they have already been on-sold (Law No. 80.335 dated 12 May 1980).

4- Delivery dates are given as an indication only.

Under no circumstances will a delay in delivery or impossibility to deliver result in penalties or damages in favour of the purchaser.

The following constitute for us a case of Force Majeure: events which fall outside our reasonable control and which may in particular be the reason for non-delivery, delayed delivery, defective delivery and/or all the cases covered by the CCI 650 definition.

6- Returns are only accepted after agreement from us. In the event of non-compliance of the products delivered and on agreement from SARL MECA'SYSTEM INTERNATIONAL, the purchaser may obtain reimbursement for or the replacement of MECA'SYSTEM products, but excluding any indemnity or damages.

Exceptionally, returns for other reasons may be accepted, on prior written agreement from us, of goods in new condition and in the original packaging and supplied less than two weeks earlier, returned carriage and packing paid. Returns will be credited after deduction of a flat-rate 20 % of the invoiced amount before tax. Products which have been the subject of special production may be neither returned nor exchanged.

7- All our Products are for use in competition only. All the SARL MECA'SYSTEM INTERNATIONAL products are reserved solely for use off the public highway: exhibitions, competitions, shows and customising shows.

8- All MECA'SYSTEM products are guaranteed against any manufacturing defects.

SARL MECA'SYSTEM INTERNATIONAL declines all responsibility relating to the use and fitting of our Products. We strongly advise users to entrust fitting to a qualified professional. Defective Products may, at our choice, be replaced, repaired or give rise to a credit for their value, but excluding any contribution to any damages suffered.

9- The re-export of our Products outside the country for which they were ordered is prohibited unless this provision is contrary to a provision which has legal validity.

If non-respect of this ban is observed, we reserve the right to stop any delivery.

10- In the event of a difference in interpretation, the text in French takes precedence.

11- Sales subject to these terms are governed by the laws of the country of the Company issuing this invoice. All disputes will be judged by the Aurillac Courts.

Date and Signature

**SARL MECA'SYSTEM INTERNATIONAL**

ZA Rozier Coren 15 100 Saint-Flour, France - Tel : +33 (0)4 71 60 13 74 - Fax : + 33 (0)4 71 60 17 21

Capital : 10 000 € - RCS 813 189 974 - SIRET 81318997400013 - CODE APE : 2562B - TVA : FR49813189974



[www.mecasystem.fr](http://www.mecasystem.fr)



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