



## ROTISOL FRANCE, Inc.

1450 W 228<sup>th</sup> Street, Suite 10

TORRANCE, CA 90501

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# Terms and Conditions

Your purchase as a customer of any products listed on your order is subject to these Terms & Conditions (this “Agreement”). You as a customer (the “Customer”) acknowledge that you agree to comply with this Agreement. Notwithstanding anything to the contrary herein, any purchase order placed to Rotisol, shall be deemed to be your acceptance of this Agreement. Rotisol France, Inc. and the Customer are referred individually a “Party” or collectively as the “Parties”.

### 1. Quote and Order Acknowledgment:

- 1.1. Quotes are valid for 90 days from the date of the quote, unless otherwise specified.
- 1.2. Upon receipt of purchase order, Rotisol will review and will send back an official order acknowledgment as soon as possible. That order acknowledgment is the only official Rotisol commitment.
- 1.3. If no reply is received by Rotisol in the 3 days after sending of the order acknowledgment, the latter will be deemed to be your acceptance of each clause of these Terms and Conditions.

### 2. Payment terms:

- 2.1. All purchase orders are subject to 50% deposit regardless of payment terms.
- 2.2. Deposit must be paid within 10 business days after it has been invoiced.
- 2.3. Deposit payment is always nonrefundable.
- 2.4. Payment terms are subject to credit approval and can change without notice at ROTISOL’s sole discretion.
- 2.5. In any case, the approved payment terms will be maximum Net 30 days.
- 2.6. Any payment made by Credit or Debit Card will be subject to a fee of 3% of the total amount of the order.

### 3. New Account:

- 3.1. A Credit Application is to be completed for all new accounts **that request** payment after shipping. Until credit is approved, Rotisol France Inc shall require full payment up front, before shipping of the order.
- 3.2. **Any customer who has not traded with Rotisol during the last 24 months is considered a new account.**

### 4. Freight terms:

- 4.1. Rotisol prices are based on FOB Incoterm from Rotisol France Inc – Los Angeles, CA or Springfield, NJ – depending on location of the products purchased.
- 4.2. Freight quote is always given as an estimate and will be revised when the final invoice is issued.

### 5. Lead times:

- 5.1. Usual lead time for In-Stock orders is approximately 5 to 10 Business days.
- 5.2. Usual lead time for Out-of-Stock orders or custom orders is approximately 10 to 14 Weeks.
- 5.3. The lead time may vary, and always needs to be confirmed by your Rotisol’s contact.

### 6. Delivery:

- 6.1. The delivery address must be confirmed in writing when the order is ready to ship.
- 6.2. A storage fee equal to \$10 per day shall apply beginning 31 days after the order is ready to ship.
- 6.3. After 120 days from the date the equipment is ready to ship, Rotisol France Inc shall cancel the order without any compensation to the customer, in order to put the item in stock. In this case, the Customer remains liable for cancellation fees of 50% of the total amount of the order.

### 7. Acceptance of delivery:

- 7.1. Any damages or issues related to the delivery shall be notified within 3 business days after the delivery. After this period, ROTISOL considers the delivery accepted by the customer, and shall not be responsible for any delivery issue.

### 8. Late-Payment Penalties:

- 8.1. Any invoice paid between the 31<sup>st</sup> and 50<sup>th</sup> day after the due date specified on the invoice shall be subject to a late payment penalty of 2% of the unpaid balance.
- 8.2. Any invoice paid between the 51<sup>st</sup> and 70<sup>th</sup> day after the due date specified on the invoice shall be subject to a late payment

- penalty equal to 4% of the unpaid balance.
- 8.3. Any invoice paid after the 70<sup>th</sup> day after the due date specified on the invoice shall be subject to a late payment penalty equal to 10% of the unpaid balance.
- 8.4. Customer shall be responsible for all collection or legal fees necessitated by lateness or default in payment.
- 9. Installation & Start-up:**
- 9.1. Installation and start-up costs are not included in our prices. All Rotisol installations and start-ups should be conducted by a licensed company, at the Customer's expense.
- 9.2. Rotisol France Inc can provide a list of authorized Service Agents at the Customer's request.
- 9.3. 1 (one) complementary training is available **an in-person** request to your Rotisol sales contact. Training means **an in-person** or **virtual** (at Rotisol's sole discretion) overview of the delivered equipment (how to start it, use it, clean and maintain it).
- 9.4. Cooking demo is available upon request, subject to extra costs. Cooking demo means an **in-person** training with a cooking arranged by the customer. Please see your Rotisol contact for more information.
- 10. Cancelled and Revised Orders:**
- 10.1. Any cancelled order is subject to a cancellation fee of 50% of the total amount of the order.
- 10.2. Any revision of an order requires a prior written agreement and shall be subject to a fee of 25% of the total amount of the order.
- 10.3. All revisions of an order require a revised Purchase Order.
- 11. Return of Products:**
- 11.1. Return of products is possible up to 90 days from the invoice date.
- 11.2. The Customer must have received a "return authorization code" issued by Rotisol France, Inc. for any return to be accepted.
- 11.3. Any return of product will be subject to a restocking fee equal to 50% of the total order amount.
- 11.4. Only unused and undamaged products in their original packaging material, with instruction booklets and with any and all accessories can be returned. A product assessment will be made upon receipt at the Rotisol premises, before acceptance of the return.
- 11.5. All freight costs for the return must be paid by the Customer.
- 12. Warranty:**
- 12.1. Rotisol warrants its products to be free from defects in material and workmanship.  
The warranty does not apply to damages by accident, misuse, incorrect line voltage, fire, water, or ~~other~~ acts of God.  
This warranty does not cover glass door breakage and quartz or halogen lamps breakage **or** failure; nor does it cover the non-mechanical parts on the rotisserie equipment. This warranty does not cover granite tops.
- 12.2. The warranty covers original Rotisol parts only.
- 12.3. The warranty is effective during 12 (twelve) months for parts and labor.
- 12.4. The starting date of warranty is the invoice date (invoice issued by ROTISOL for that machine).
- 12.5. In case of technical trouble, the Customer must report the issue to Rotisol within 5 business days from the defect identification.  
The Customer must follow the given instructions, and clearly describe the issue to Rotisol technical team. **Only the Rotisol office is authorized to approve warranty coverage and engage a service company for warranty service.**  
Rotisol may require photos, videos, or any other way to help to determine if warranty applies.
- 12.6. If warranty applies, Rotisol will ship parts and arrange service with an authorized service company, at no cost **to** the Customer.
- 12.7. If warranty applies, shipping charges for replacement parts will be covered by Rotisol France Inc, by UPS Ground. If the Customer requires expedited delivery, they must pay for the additional cost.
- 12.8. Rotisol may require the Customer to return the defective parts to Rotisol France, Inc. within 10 days after the issued is fixed.
- 12.9. During the warranty period, if non-warranty repairs are required (i.e. replacing a door or a light bulb), the repair must be performed by an authorized service company in order to preserve the warranty. A list of authorized service companies is available from Rotisol on request. Service by any company not on the list must be approved by Rotisol.
- 12.10. Warranty applies if and only if all installation and maintenance requirements have been strictly followed. These requirements are available in the installation and user manuals
- 12.11. In case of failure to follow any rule of this process, the warranty will not be honored.
- 13. Price changes:**
- 13.1. All prices are subject to change without notice.
- 14. Applicable Law:**
- 14.1. The Federal Arbitration Act, applicable federal law, and the laws of the State of California, without regard to principles of conflict of laws, will govern this Agreement and any dispute of any sort that might arise from this Agreement. Any party bringing a legal action relating to this Agreement shall bring such action **at** any sitting in the city of Santa Monica, **California**, and each party waives any objection to such courts. Each party waives its right to a trial by jury in connection with any such action.
- 15. Miscellaneous:**
- 15.1. This Agreement constitutes the entire agreement between the parties in connection with the subject matter hereof and supercedes all prior agreements. No modifications of this Agreement shall **be** effective unless agreed upon by Rotisol France, Inc. There shall be no third party beneficiary to this Agreement. Neither party shall be liable for failure or delay in performance of its obligations hereunder (other than the Customer's obligation to pay for the products purchased) caused **by be** events beyond its control.
- 15.2. Rotisol France, Inc. excludes all liability in the case of non-compliance to any rule or requirement regarding the Customer's installation. The Customer only shall take all measures to ensure the compliance of Rotisol's product with his project.

January 31<sup>st</sup>, 2022