1. VALIDITY OF OFFER

From the date of dispatch, offers remain valid for a period of 1 month.

2. ACCEPTANCE OF ORDERS

Placing an order following a commercial offer made by ORPHEO will only constitute a contractual agreement after ORPHEO’s written acceptance.

3. PRICE

3.1 Prices are exclusive of all taxes. All duties and taxes applicable to the product and software will be invoiced to the Client in compliance with the regulations effective at the date of invoicing.

3.2 Unless otherwise explicitly stated in the offer, taxes do not include delivery provided.

3.3 The installation and setup set up that may be requested by the Client will be invoiced subject to the Client retaining the right, in the case of non-availability, to make substitutions equivalent to or superior in value, for example, a larger CF card size than was originally ordered.

4. PAYMENTS

4.1 Unless otherwise specified, payment is necessary to launch manufacturing and must be paid on receipt of invoice. The remaining amount must be paid before the delivery of goods.

4.2 Payment shall be made to the order of ORPHEO, net with no discount in GBP. Payment will be deemed paid on the date when ORPHEO actually receives the sums referred to above, on the date of maturity of the Client’s promissory note, or on the date of the bank transfer or of the bill of exchange.

4.3 For transactions within the European Union, ORPHEO will provide its VAT number to the Client on its invoice or in its corresponding ORPHEO documentation.

4.4 Whenever the sums owed to ORPHEO by the Customer are paid after the due date mentioned on the invoice and the terms of payment mentioned above have also reached maturity, the said owed sums shall bear compound interest by right and without formal notice and without undue delay or legal interest rate shall be equal to one and a half the legal interest rate in force on the date of maturity. The terms of payment can, in no event, be deferred due, for instance, to litigation.

4.5 In the event that the debtor is not the Customer, for any reason whatsoever (transfer, security, contribution, etc.), the amounts owed shall become immediately claimable as well as the related incidental expenses (interest, expenses, etc.) incurred.

5. DELIVERY

5.1 The delivery date is provided as an indication and not a contractual obligation. Accordingly, it is expressly agreed that any delay occurring in delivery does not entitle the customer to cancel the sale, refuse the goods, to reduce the amount due or demand compensation for this reason.

5.2 Unless otherwise specified, it is expressly agreed that delivery is deemed to be made to the Customer site by direct delivery or by delivery to another intermediary designated by the Customer. Also, it is expressly agreed that the transfer of risk of loss and damage of goods sold and any damage incurred as a result, will be transferred upon delivery, as defined in this article. All operations concerning the transport of the material including insurance, customs, handling, remain the responsibility and expense of the customer.

5.3 ORPHEO products which do not require adaptation will be delivered within a period of 3 months following the date of ORPHEO’s acceptance of the order, unless otherwise accepted by ORPHEO.

5.4 The Customer agrees to return a dated and signed copy of the delivery slip accompanying the product and software to ORPHEO.

5.5 The audio guide devices are delivered without audio content by default. Sound programming and its associated software will be provided on request and without any additional fee. ORPHEO should not be held responsible for any problem during the sound transfer.

5.6 ORPHEO cannot be held responsible for late delivery due to delays caused by the customer (example: delay in the submission of the script for the audio content).

5.7 ORPHEO reserves, in the case of unavailability, the right to make substitutions equivalent to or superior in value (for example, a larger CF card size than was originally ordered).

5.8 Unless otherwise specified, shipping charges are the responsibility of the customer.

6. INSTALLATION AND SETUP

In the event that the commercial offer explicitly states that the installation and setup costs are to be borne by ORPHEO, the Customer agrees to facilitate access to the Customer’s premises for ORPHEO’s staff and to provide all information necessary for installation and setup. In all other cases, installation and setup are the responsibility of the Customer.

7. ACCEPTANCE

7.1 The results of acceptance tests are entered in an acceptance note. They consist of checking the conformity of the product and software functionalities against those stated in ORPHEO technical documentation.

7.2 In the event that the tests are not satisfactory, the Customer is given a period of 8 days from the date of delivery or of installation and setup (if performed by ORPHEO) to notify ORPHEO of its reservations; after this period, acceptance is pronounced by right.

7.3 Should the Customer agree to accept ORPHEO’s test efforts in order to remedy the errors in the product and software within the shortest possible time.

7.4 Should the Customer use the product and software to perform effective work prior to the end of the test period, the product and software will be considered as accepted on the date of such use and the test period will be deemed terminated.

8. PROPERTY RIGHTS

The software, updates, and the related documentation remain the exclusive property of ORPHEO or of its suppliers. The product and the related documentation remain the exclusive property of ORPHEO or of its suppliers until the total payment of goods.

9. PATENTS AND COPYRIGHTS

9.1 The Customer shall promptly inform ORPHEO in writing of any infringement or counterfeiting to the software or hardware of which the said Customer may be aware.

9.2 The Customer holds the right to claim ownership of the equipment in accordance with legal or regulatory provisions in force. The Buyer agrees not to resell or modify the material until it has been for and full without the prior express written permission of ORPHEO.