

SECTION 2– SPECIAL TERMS

SALE OF GOODS

1. CTG'S OBLIGATIONS

- 1.1 Goods means material things that CTG sells or resells to the Client.
- 1.2 The Goods will be delivered within a reasonable time after CTG's receipt of Client's signed acceptance of CTG's Price Quotation/Offer, subject to the availability of finished goods. CTG shall not be liable for any delays, loss, or damage in transit.
- 1.3 In the event that CTG requires the Client to make an advance payment or deposit, the order shall be considered complete only when the deposit has been credited to CTG.
- 1.4 Unless otherwise agreed in writing by the parties, CTG shall deliver the Goods to the agreed-upon location (the "Delivery Point") using CTG's standard methods for packaging and shipping such Goods. Client shall take delivery of the Goods within ten business days of CTG's notice of delivery. Client shall be responsible for all loading costs and shall provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point and shall unload and release all transportation equipment promptly.
- 1.5 CTG may, in its sole discretion, without liability or penalty, make partial deliveries to Client. Each delivery will constitute a separate sale, and Client shall pay for the units shipped whether such delivery is in whole or partial fulfilment of Client's purchase order.

2. DOCUMENTS

- 2.1 The Price Quotation/Offer incorporates by reference General and Special Terms and contains the following: description, quantity, and price of the Goods; manufacturer's warranty information (if any); time limit of quotation; payment terms; Delivery Point (if different from CTG premises); signature block for acceptance of quotation by authorized representative of Client.
- 2.2 The Delivery Receipt contains the following: description and quantity of the Goods and signature block of acceptance of delivery by authorized representative of Client.

3. DELIVERY AND ACCEPTANCE

- 3.1 The Delivery Point shall be CTG's premises or a location chosen by the Client, as agreed in writing by the parties.
- 3.2 The Client shall, by its duly authorized representative, sign the Delivery Receipt as acceptance of the Goods at the Delivery Point.
- 3.3 If the Delivery Point is a location chosen by the Client, the Goods will be shipped out of CTG's premises at the Client's cost and risk.
- 3.4 Delivery will fail if there is no duly authorized representative of the Client to accept Delivery at the Delivery Point, in which case CTG will return the Goods to the vendor at the Client's expense.

4. TITLE AND RISK OF LOSS

- 4.1 Goods sold by CTG remain its exclusive property until CTG has received full payment of the price set forth in the Price Quotation or invoice.
- 4.2 Risk of loss passes to Client upon its acceptance of the Goods at the Delivery Point.
- 4.3 If full payment is not received within thirty days of invoice date, CTG reserves the right to repossess the Goods without any further formality.

5. MANUFACTURER WARRANTY

Client is informed about the warranty from the manufacturer. If Client finds that the Goods have a defect, CTG will reasonably assist Client with any warranty claim to the manufacturer.

6. ORDER CANCELLATION

- 6.1 In the event the Client cancels its order for Goods after accepting the Price Quotation/Offer, the Client shall be obliged to pay up to 25% of the total amount of Price Quotation/Offer for the Goods cancelled, excluding VAT, with a minimum of 125€.
- 6.2 Where the Goods ordered require manufacturing processes specific to those Goods, the total amount of the accepted Price Quotation/Offer shall be due upon manufacture of those Goods.