The Supplier shall deliver the Goods and perform the Services in accordance with the Technical Specifications and in the manner required by the Contract. In this respect, the Supplier shall maintain the Supplier’s normal quality criteria, and shall comply with all applicable regulations in force and under the appropriate safety conditions. Goods or Services that do not meet all of the previous requirements shall be considered as being defective.

Should the Goods or Services not meet the requirements of the Contract, the Purchaser shall be entitled to demand their prompt correction. If the Supplier does not correct the defect within 14 days from receipt of notice from the Purchaser, the Purchaser reserves the right to demand that the Supplier make a refund or replace the Goods or Services which have not been corrected. In the event of refusal on the part of the Supplier, the Purchaser may correct the defect at its own expense and under conditions that are compatible with the planned performance of the Services. Any damages, losses, additional costs, and/or any delay in performing the Services shall be invoiced to the Supplier.

The Supplier shall be responsible for the payment of all taxes, duties and levies of any kind for which it may be liable. All insurance premiums and surety bonds shall be paid by the Supplier. The Supplier shall also cover the costs relating to the logistics, disassembly and installation of the Goods on the Client’s site. These costs shall be deemed to be included in the total price of the Contract, except where otherwise stated.

The Supplier’s warranty does not include defects resulting from normal wear and tear on the Goods, usage not in accordance with the stipulations of the Contract, or the effects of force majeure. If the defect is not removed within 14 days of receipt of notice from the Purchaser, the Purchaser may have the defect repaired at the Supplier’s expense and under conditions that are compatible with the planned performance of the Services.

The Supplier shall indemnify the Purchaser, whether during or after the performance of the Contract, for any damages, losses, additional costs, and/or any delay in performing the Services, or any other costs or liabilities that may arise directly or indirectly from any defect in the Goods or Services, in accordance with the terms and conditions of the Contract. Even though covered by such consent, the Supplier shall remain solely liable for all of the Goods and Services that are directly involved in the performance of the Contract and bound by confidentiality requirements to the same extent as those required under the Contract. The Supplier shall also cover insurance premiums and surety bonds.

The Purchaser has the right to reject the failure of the Goods or Services in accordance with the stipulations of the Contract, and shall have the right to claim damages and/or any additional costs and/or any delay in performing the Services.

The Purchaser shall be entitled to terminate the Contract in whole or in part, without prejudice to any other rights or remedies it may have, if the Supplier in whole or in part fails to perform its obligations and/or if the Supplier does not comply with any of the terms and conditions of the Contract. The Supplier shall be responsible for all costs and expenses incurred in connection with such a termination, including all costs and expenses incurred in connection with bringing an action for breach of contract, including all costs and expenses incurred in connection with bringing an action for breach of the warranty for the Goods or Services.

The Purchaser may terminate the Contract if it is in a commercial contract with any third party, without prejudice to any other rights or remedies it may have, if the Supplier in whole or in part fails to perform its obligations and/or if the Supplier does not comply with any of the terms and conditions of the Contract. The Supplier shall indemnify the Purchaser for any damages, losses, additional costs, and/or any delay in performing the Services, or any other costs or liabilities that may arise directly or indirectly from any defect in the Goods or Services, in accordance with the terms and conditions of the Contract. Even though covered by such consent, the Supplier shall remain solely liable for all of the Goods and Services that are directly involved in the performance of the Contract and bound by confidentiality requirements to the same extent as those required under the Contract. The Supplier shall also cover insurance premiums and surety bonds.

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The Purchaser is entitled to demand the repair or replacement of the Goods or Services. If the Supplier in whole or in part fails to perform its obligations and/or if the Supplier does not comply with any of the terms and conditions of the Contract, the Purchaser reserves the right to demand that the Supplier make a refund or replace the Goods or Services which have not been corrected. In the event of refusal on the part of the Supplier, the Purchaser may correct the defect at its own expense and under conditions that are compatible with the planned performance of the Services. Any damages, losses, additional costs, and/or any delay in performing the Services shall be invoiced to the Supplier.

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