

**1. CONTENT AND SCOPE**

Any order for products implies the customer's unreserved acceptance of, and full compliance with, these general terms and conditions of sale, which prevail over any other customer document, and in particular over any general terms and conditions of purchase, unless otherwise expressly agreed by the supplier.

All documents other than these general terms and conditions of sale, in particular catalogues, leaflets and sales brochures, are for informational purposes only and are not contractually binding.

**2. OFFERS AND ORDERS****2.1 Quotations and offers**

All our quotations or offers are only binding on the supplier for the period of validity indicated. Unless otherwise indicated in the offer (or quotation), it is valid for only 30 days from the date of issue.

**2.2 Written order and acknowledgement of receipt**

A sale is only valid once the supplier has expressly accepted the customer's order in writing. This order is understood to mean any order for the supplier's products accepted by the latter by acknowledgement of receipt.

Verbal orders must be confirmed by a written order.

**2.3 Minimum order**

Orders for less than €600 excluding VAT will not be accepted.

**2.4 Changes**

Orders sent to the supplier are final for the customer and cannot be changed unless accepted by the supplier in writing, subject to any change fees.

Any request to change the composition or volume of an order placed by a customer can only be considered by the supplier if the request is made in writing, including by e-mail, and is received by the supplier no later than 15 days after the supplier's receipt of the initial order. If the supplier agrees to a change to the customer's order, the supplier will be released from the deadlines agreed for performance and any related penalties.

**2.5 Cancellation**

No order cancellations may be accepted:

- for special products, i.e., those made to customer specifications;
- for standard products, i.e., those held in stock for which total or partial cancellation is requested less than one month before the delivery date.

In cases other than those described above, total or partial cancellation may only occur with the supplier's written agreement, and after payment of cancellation fees where applicable.

**2.6 Return of merchandise**

Returns for the purpose of taking back equipment may only concern standard equipment that has never been used and will only be accepted with the written agreement of the supplier, who reserves the right to set any return price. The customer must send the merchandise to the supplier free of all duties and clearly indicate the name of the sender. The corresponding credit notes will only be issued once the equipment has been checked and accepted by the supplier.

**2.7 Factory testing and acceptance**

The equipment is only acceptance tested at the supplier's factory at the customer's express request and in accordance with the terms agreed at the time of order. Corresponding costs and expenses, in particular expert and report fees, are at the customer's expense.

**3. INDUSTRIAL PROPERTY - INTELLECTUAL PROPERTY**

Unless otherwise stipulated, all studies, plans, instructions, software and other documents supplied to the customer as part of the order will remain the exclusive property of Industrielle de Contrôle et d'Équipement SAS, the sole owner of the intellectual property rights to these documents. The customer undertakes not to make any use of these documents likely to infringe the supplier's industrial or intellectual property rights and undertakes not to disclose them to any third party (except with the supplier's written consent).

If an order is carried out in accordance with a drawing, electrical diagram or instruction supplied by the customer, the customer will hold the supplier harmless against any claims by third parties relating to the industrial or intellectual property rights used to carry out the order. In this respect, the customer will be liable for any loss suffered by the supplier.

For all intents and purposes, the supplier confirms that the drawings, plans, figures and diagrams in its manuals and documentation are for informational purposes only. The supplier reserves the right to make any necessary changes at any time.

**4. RATES - PRICE****4.1 Rates**

Current rates may be revised at any time (taking into account current economic conditions), after prior notice to the customer. Any changes to rates will automatically apply from the date indicated on the new rates. A revision formula may be appended either to the offer or to the order acknowledgement. Variations to the indices taken into account cannot, under any circumstances, be grounds for cancellation of an order.

**4.2 Prices**

Prices are determined by the rate in force on the day the order is placed. Unless otherwise indicated, our prices are exclusive of tax, ex works, exclusive of shipping and insurance fees and customs duties, and exclude services such as assembly, installation, commissioning, etc.

Prices include packaging in compliance with the supplier's standards. Any export or special packaging will be subject to a surcharge.

**5. DELIVERIES****5.1 Timeframes**

The delivery times indicated by the supplier apply from the date on which the order acknowledgement sent to the customer is issued. These delivery times are given for informational purposes only and are subject to carrier availability and the order in which orders are received. The supplier will make every effort to comply with the delivery time indicated on acceptance of the order. Delays cannot justify cancellation of the order.

If provided for contractually, a penalty may be applied if and only if the delay is due solely to the supplier's fault and if the customer has notified the supplier in writing, at the time of the order, and confirmed on the date scheduled for delivery, his intention to apply the said penalty. These penalties are final and lump-sum fixed, exclusive of any other form of compensation. In all cases, the amount of late penalties will be limited, after deduction of a 4-week grace period, to 0.1% of the order amount per calendar week, capped at 5% of the order amount.

The supplier is automatically released from all commitments relating to delivery times:

- if the payment terms have not been observed by the customer,
- if the information to be provided by the customer was not provided on time or was modified during production,
- in the event of force majeure or events beyond the supplier's control, such as lockouts, strikes, epidemics, pandemics, war, requisitions, tool accidents, major parts scrapping during production, interruptions or delays in transport or any other cause leading to total or partial unemployment for the supplier (or its suppliers).

The supplier will inform the customer of any delivery delays as soon as possible.

**5.2 Delayed shipment**

If shipment is delayed by a cause dependent on the customer, and if the supplier agrees, the equipment will be stored and handled, if necessary, at the customer's expense and risk, with the supplier declining any subsequent liability in this respect. In this case, an additional invoice will be issued. These provisions in no way modify payment obligations and do not constitute a novation.

**5.3 Application of "Ex works" Incoterms 2020**

Unless otherwise stipulated, the Ex works (2020) Incoterm is used. Consequently, the supplier's sole responsibility is to pack the goods and make them available to the customer at the supplier's premises.

Merchandise travels at the customer's risk, and the customer is responsible for any recourse against the carrier in the event of damage or shortage. The supplier's choice of carrier does not alter the customer's obligations. Except in cases where the customer wishes to choose a carrier or set out transport conditions, shipments will be made, at the supplier's discretion, by any means of transport, at the most economical rate compatible with the nature of the equipment.

**5.4 Shipping costs**

For deliveries in mainland France, shipping is free for all orders over €2,000 excluding VAT.

For deliveries in mainland France under €2,000, shipping is charged at a flat rate of 3% of the amount excluding VAT, with a minimum of €65.

For other destinations, deliveries are invoiced in addition.

Special shipments made at the customer's request (choice of carrier, specific transport conditions, EXPRESS parcels, etc.) are nevertheless invoiced in addition, regardless of the value of the order and the destination.

**5.5 Delivery reservations made to the carrier**

Please note that in the event of damage or partial loss identified on arrival, the customer must make all reservations to the carrier at the time of delivery. These reservations must be confirmed within three days of receipt of the product by registered letter with acknowledgement of receipt to the carrier. The customer undertakes to take all necessary measures to safeguard his rights. A copy of the letter confirming the customer's reservations will be sent to the supplier at the same time. If no letter confirming the customer's reservations is received within the specified time, the products will be deemed to have been accepted by the customer.

**5.6 Post-delivery complaints to the supplier**

Without prejudice to the measures to be taken by the customer vis-à-vis the carrier as described above, in the event of apparent defects or shortages, any complaint to the supplier of any nature concerning the products delivered, will only be accepted by the supplier if made in writing by registered letter with acknowledgement of receipt within three (3) days of receipt of the product. It is the customer's responsibility to provide proof of any hidden defects or shortages. No merchandise may be returned by the customer without the express prior agreement of the supplier, obtained in particular by e-mail. The supplier will only be liable for return costs where it observes the existence of an apparent defect or shortage. Only the carrier chosen by the supplier is authorised to take in charge the return of the products concerned. If, after inspection, an apparent defect or shortage is found by the supplier, the customer may only ask the supplier to replace the non-conforming items and/or to make up for the shortages at the supplier's expense, without the latter being entitled to claim any compensation or to cancel the order. Acceptance of the products ordered by the customer without complaint covers any apparent defect and/or shortage. A complaint made by the customer in accordance with the terms and conditions described in this article will not suspend the customer's payment for the goods concerned. Under no circumstances may the supplier be held responsible for destruction, damage, loss or theft during transport, even if the latter has chosen the carrier.

**6. TRANSFER OF OWNERSHIP AND RISKS**

Transfer of ownership of the products is suspended until full payment of the price of the products by the customer, in principal and accessories, even if payment terms have been granted. Any clause to the contrary, notably inserted in the customer's general terms and conditions of purchase, is deemed unwritten, in accordance with Article L. 624-16 of the French Commercial Code.

Unless otherwise stipulated in the chosen Incoterm, transfer of risk of loss and deterioration of the products will occur as soon as the products are taken possession of by the customer at the supplier's factory or, in the case of shipment to the customer, as soon as the products are entrusted to the first carrier.

## 7. PAYMENT

### 7.1 Payment terms

Payment terms are specified on the order. In the absence of specific provisions, the deadline for payment of sums due is the thirtieth calendar day following the invoice date.

### 7.2 Non-payment

Failure to pay one invoice when due renders all other invoices immediately payable, even if they have been covered by bills of exchange. Failure to pay an invoice gives the supplier the right to demand cash payment before dispatch or delivery of any new supply, regardless of the terms of the corresponding order. Any delay in payment will automatically give rise to late payment penalties calculated on the basis of three times the French legal interest rate, plus collection and litigation costs. These penalties are payable as of right and will be automatically charged to the customer's account.

### 7.3 Collection costs

In the event of late payment, the customer will be liable to pay a fixed indemnity of 40 euros for collection costs, as of right and without prior notice. The supplier may ask the customer for additional compensation if the collection costs actually incurred exceed this amount, on presentation of supporting documents.

## 8. WARRANTY

Products are guaranteed against non-conformity with the order and any latent defect resulting from a material, design or manufacturing fault affecting the products delivered and rendering them unfit for use. The warranty period lasts 12 months from the date the products are put into service and, at the latest, 16 months from the date they are made available.

If commissioning is carried out by the supplier, the warranty period is extended to 24 months.

The supplier's liability is strictly limited to the replacement or repair of defective parts, free of charge. The warranty is limited to the repair of the defective device, without the customer being entitled to claim damages for any reason whatsoever.

The warranty does not cover any defects resulting from storage, assembly or use of the equipment by the customer under abnormal or improper conditions, nor repairs resulting from designs or elements imposed by the customer, or from incorrect information supplied by the customer. Any changes or repairs carried out by the customer or by a third party without the written consent of the supplier will void the warranty.

The equipment will be returned to the supplier's factory at the customer's expense, except in the case described in article 5.6 above. In order to implement the warranty, the customer will notify the supplier of the defect without delay and will provide the supplier with all available information relating to the defect as soon as possible and in writing. The customer will also provide the invoice number and date for the equipment concerned by the warranty claim. In the event of a justified warranty claim, the supplier will bear the cost of reshipment.

Special case of software and systems: By express agreement, the supplier is subject to an obligation of means and guarantees the conformity of the systems and software to the specifications formulated by the customer. The supplier accepts no liability whatsoever beyond this compliance.

## 9. LIMITATION OF LIABILITY

The supplier's entire liability for any breach, negligence or fault in connection with the sale will be capped at the amount paid for the sale in question, in order to cover claims of any kind (including interest and costs), regardless of the number of actions, grounds invoked or parties to the disputes.

This stipulation will not apply to liability for death or personal injury, nor to any other liability which the French law prohibits from being excluded or limited.

The supplier cannot be held liable for any indirect and consequential damage suffered by the customer. The parties agree that indirect and consequential damages will mean, in particular, the loss of profits, operating loss, loss of turnover, loss of data or loss of data's use.

Furthermore, the supplier may not be held liable if the products are used for a purpose or in a context other than that for which the sale was made, nor in the event of incorrect implementation of recommendations or failure to take into account the supplier's reservations.

The supplier is not liable for its insurers, for consequential damages, for any shortfall, for loss of profit or opportunity, or for the financial consequences of any actions brought by third parties against the customer.

## 10. SAFEGUARD CLAUSE

In the event of an unforeseeable economic or commercial event occurring after the conclusion of the sale and rendering its execution prejudicial to one of the parties, the parties will meet to examine the situation and attempt to re-establish the initial balance. In the event of agreement between the parties, an amendment will specify the new terms and conditions of the sale. If negotiations fail, the parties will agree to terminate the sale. During the negotiation period, execution of the sale will be suspended, unless the parties agree otherwise.

## 11. JURISDICTION AND APPLICABLE LAW

Any dispute concerning the application of these general terms and conditions of sale and their interpretation, their execution and the sales contracts concluded by the supplier, or the payment of the price, which cannot be resolved amicably (which will be the preferred method) will be brought

before the Créteil Commercial Court, regardless of the place of order, delivery, payment and method of payment, and even in the event of the introduction of third parties or multiple defendants.

Any question relating to the present terms and conditions of sale and to the sales governed by them, which is not dealt with in the present stipulations, will be governed by French law to the exclusion of any other law.

## 12. RECYCLING AND END-OF-LIFE OF ELECTRICAL AND ELECTRONIC EQUIPMENT IN FRANCE

In accordance with the provisions of the French Environmental Code concerning professional Waste Electrical and Electronic Equipment (WEEE) (Art. R543-195 of the French Environmental Code), the supplier is a member of ECOSYSTEM, an eco-organisation approved by the public authorities.

As such, the supplier guarantees that its customers may benefit from the collection and recycling scheme proposed by ECOSYSTEM for WEEE generated by professional equipment that the supplier has placed on the market. This professional equipment will be decontaminated and recycled in an environmentally-friendly process. More information at [www.ecosystem.eco](http://www.ecosystem.eco).

The supplier (808 660 781 RCS CRETEIL) has been assigned the unique identifier FR021994\_05CEL7 by ADEME, attesting to its registration on the register of EEE producers, in accordance with Article L. 541-10-13 of the French Environmental Code. This identifier attests to the company's compliance with its obligation to register with the register of Electrical and Electronic Equipment producers, and to file its marketing declarations with the ECOSYSTEM collection body.

## 13. FORCE MAJEURE

Force majeure or fortuitous events are events beyond the control of the parties, which they could not reasonably be expected to foresee, and which they could not reasonably avoid or overcome, insofar as their occurrence renders performance of the obligations totally impossible.

In particular, the following are considered as force majeure or fortuitous events releasing the supplier from its obligation to deliver within the initially agreed delivery times: strikes involving all or part of the supplier's staff or its usual carriers, fire, flood, war, production stoppages due to fortuitous breakdowns, the impossibility of being supplied with raw materials, epidemics, pandemics (such as Covid-19), thaw barriers, roadblocks, EDF-GDF strikes or supply disruptions, or supply disruptions for a reason not attributable to the supplier, as well as any other cause of supply disruption not attributable to other suppliers.

In such circumstances, the supplier will notify the customer in writing, in particular by e-mail, within 24 hours of the date of occurrence of the events; the contract binding the supplier and the customer will therefore be suspended ipso jure without compensation, from the date of occurrence of the event.

If the event lasts more than thirty (30) days from the date of its occurrence, the sales contract entered into by the supplier and its customer may be terminated by the more diligent party, without either party being entitled to claim damages.

This termination will take effect on the date of first presentation of the registered letter with acknowledgement of receipt terminating the said sales contract.

## 14. WAIVER

The supplier's failure to invoke any of the clauses herein at any given time will not constitute a waiver of its right to invoke the same clauses at a later time.