

# General Terms & Conditions of Sales

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## GENERAL TERMS & CONDITIONS OF SALES

- 1. General Terms & Conditions:** These general Terms & Conditions of sales apply to all sales in France and outside France of products or services done by our company (hereinafter «The Seller») and except a written agreement, shall override the general purchase conditions of the Buyer (hereinafter «the Buyer»).

Sending an order or a quote accepted by the Buyer (via the website [www.e-nergie.fr](http://www.e-nergie.fr), en.e-nergie.fr or any other methods) constitutes acceptance of all these general Terms & conditions of sales, which substitute to all offers or correspondence sent or received by the parties.

Without a written agreement, the acceptance by the Buyer of a product, a service or a quote constitutes the acceptance of these general Terms & conditions of sales.

The acceptance of these general Terms & Conditions is an essential and determining condition without which the seller would not have contracted. Any order implies acceptance and its full acceptance of these general Terms & Conditions.

The information in the commercial documents provided by the Seller may be modified by him at any time, without notice, to take account of changes in technical data or economic conditions.

The lack of validity of one or more clauses of these General Terms & Conditions shall not affect the validity of the remaining clauses, which keep their compulsory aspect with respect to the Parties.

The fact of not exercising at some point any one of the clauses stipulated in the General Terms & Conditions may never be interpreted by the Buyer as a waiver by the Seller to exercise such clauses at a later date.
- 2. Price:** The cost of products and services are defined by the Seller rates in the effect on the date of the order or for specific products or services in the offer, proposal or quote of the Seller.

Price are based on the existing financial and economic conditions at the time they are proposed: The Seller reserves the right to amend its prices at any time without prior notification in order to take account of any fluctuation (inflation, raw material or rare and precious metal prices for instance).

These prices only apply to products and services themselves and do not include any specific technical data or the industrial property rights or the literary rights.

Similarly, prices do not include freight, insurances, packaging and various taxes (the amount of which is determined by the weight of the product, the destination of the parcel and the routing mode requested by the Buyer).
- 3. Account opening:** Each new Buyer who wishes to have payment terms defined in section 4, must first fill an account opening application.

This application shall be provided with a copy signed, dated, initialed and sealed with a company stamp of these general Terms & Conditions, a statement of bank account, an authentication of company indicating VAT number and a letterhead of the company.

For each account opening request, The Seller shall arrange for a financial study.

Depending on the collected information, the seller may refuse the account opening if this information is not satisfactory in regard with the objective criteria established by the Seller.

In addition during the account opening, the Seller determines, according to said objectives, outstandings at which each order or a partial order, that must be paid cash.

The Seller keeps the right to close and/or to reduce outstandings at any time to an account in the case of payment delay or after receiving new financial information that are not in accordance with objective criteria established by the Seller.
- 4. Payment terms:** Unless opening a Buyer account (section 3), payments are cash with order by bank transfer, check or paypal.

In case of opening account and within the outstandings limit, payment terms are 30 days, date of invoice.

Payments must be made at The Seller location so that The Seller has the amount of the order to the due date.

In any case, the first order will inevitably be paid before delivery by bank transfer, check or paypal.

The Seller reserves the right to send electronic invoices in accordance with «Article 289 Bis» of the French Tax code, which the Buyer expressly agrees and thereby forfeits to receive a paper invoice.

In no case any claim authorizes the Buyer to suspend or to refuse all or part of an invoice or to withhold all or part of the amount owed by the him.

In accordance with Articles 1139 & 1153 Paragraph 2 of the French Civil Code, the due date of an or some invoices is an automatic formal notice to pay without any formalities.

In case of non-payment of all or part of an invoice or a term, in case of installment payment, The Seller reserves the right, until full payment of these invoices, to suspend any delivery or any existing contract, to terminate any existing contract and without prejudice of any damage & interest.

In addition, any other invoice and whatever the due date become immediately due and the Seller requires immediate payment of all outstanding invoices, the amount of unpaid will be increased of costs resulting of late payment.

In case of unpaid, the invoices must be paid cash at the order.

Any late payment automatically entail the application of Article 441-5 & 6 of French Commercial Code, and cumulatively the application of a penalty of 15%.

In addition, The Seller may require to the Buyer to provide payment warranties, especially by bank deposit, even after the conclusion of the sale or the service contract.

If applicable, the Seller may withhold the delivery of Products until the presentation of the warranty.

The outstandings granted is a faculty of the Seller who reserves the right to change it at any time depending on the financial information of the Buyer.

In case of a dispute on an invoice, the claim must be in writing by registered mail with return receipt requested, addressed to The Seller headquarter, within the 7 days from the receipt of the Products.
- 5. Order Taking:** In accordance with the French Consumer Code, All applications of services and products made remotely by the Buyer Consumer will be final only after the expiry of the statutory withdrawal period of 7 days from the date of the acceptance of the quotation.

However, The right of withdrawal recognized to the Consumer Buyer may not be exercised for contracts for the supply of services where the performance has begun with the agreement of the Consumer Buyer, before the end of the withdrawal period.
- 6. Limitation of liability:** Characteristics of the Services and the Products are as reflected in the latest version of technical documents of the Seller.

No imputation of damages can be claimed, as well as the responsibility of the Seller shall not be liable for any loss or damage whatsoever (integrating, without limitation, damages for loss of business profits, production interruption of business, loss of commercial information or data & other financial loss) resulting from the use or the misuse or a use for which the products are not designed, or inability to use the products offered by the Seller.

Regarding order outside France, the Buyer agrees to check that the ordered Products are consistent with the local legislation.

The Seller accepts no liability for non-compliance with this condition that could give rise to any right to damages.

It is up to the Buyer to ensure that the end-products designed by the Seller at the request of the Buyer or repaired by the Seller or sold under OEM from, meet the radio &/or EMC specifications of the country where it will be used (the Seller disclaims any liability for non-compliance with this condition).

The products studied, repaired, sold by the Seller are not designed nor intended nor allowed to be used in medical applications, military applications or embedded applications in vehicles (whatever their kind: cars, trucks, trains, planes, boats, models, etc...), or detection or fire alarm detection applications, or applications to lift, or applications on nuclear sites, or application to automate the movement of mobile machinery, or application in which a failure of these products could create a dangerous application that can result in property damage, financial loss, injury or

deaths of persons or animals (The Seller disclaims any liability for non-compliance with these conditions).

In all cases, the total liability of the Seller with respect to the Buyer shall not exceed the amount of the payment received by the Seller if any, nor for incidental or consequential damages resulting from loss or any use of the sold products.

7. **Force majeure** : Any force majeure event has the effect of suspending the execution by the Seller of its obligations until termination of this event.

In these general Terms & conditions, force majeure is defined as any event, foreseeable or not, which the effects can not be reasonably prevented by the Seller and which by its nature prevent the Seller to perform its obligation.

Among others, the following events constitute force majeure: Fire, flood, stop or delay in transportation, failure of a supplier or a subcontractor, any kind of strikes, natural disasters and failures...

8. **Shipping Insurance**: The Buyer shall bear the risk of transport of products.

The Buyer is responsible to check the products delivered, and if appropriate, to report any damage to carriers.

If the Buyer requests it, the carrier may be insured by the Seller, which then charge corresponding fees to the Buyer.

9. **Warranty**: Except particular conditions, Products & Services sold by The Seller follow the manufacturers' warranties from the date of delivery.

In no case the interventions under the warranty shall not have the effect of extending the length of this warranty.

Repairs made by the Seller are guaranteed for one year, parts & labor.

The warranty applies in the case of a repeat failure, the same defect and not a single row due to a misuse.

In the case of damage of warranty sealed, the warranty can not be applied.

The invoice & the delivery form of the last repair must always be provided with the product.

The new spare parts and the repaired equipment are guaranteed for one year.

Used parts are guaranteed for three months.

The warranty of the Seller ceases automatically at the end of these periods.

For products manufacturers sold by The Seller, The Seller recalls that it depends on the Manufacturer to apply the warranties to the delivered Product.

In no case, The Seller can not offer a warranty if the defect is not covered by the Manufacturer's warranty.

Any declared defective Product returned by the Buyer will be sent in the workshops of the Manufacturer.

If the returned product is not defective or failure is not attributable to the Seller, The Seller reserves the right to send back the Products as such to the Buyer and to charge transportation fees to the Buyer.

In case of defective Product under warranty, The Seller agrees to repair, replace or to make a credit of this amount to the Buyer.

The Seller shall not be liable under the warranty of failure or damage caused directly or indirectly in the following cases: Any storage without protection or prolonged, negligence, connection or handling error, maintenance & use of the Product not in conformity with technical specifications, or more generally, any defective or awkward use, adding any additional device or accessory Products, or use of all parts required for operation of the Products not in conformity with the technical specification of the Seller, any modification or mechanic, electronic, electrical or other made to the Product or its connecting devices by any third person, any abnormal use of the Product, the products are only intended for normal commercial use, the products should not be applied in safety critical systems, life support applications, the nuclear field and the production of weapons.

To benefit from the warranty of the Seller, The Buyer should facilitate the Seller to find faults.

The work of replacement or refurbishment, determined by the Seller, may be made, at the Seller's option, either in workshops or on the customer's site.

10. **Competent Jurisdiction**: In the event of a dispute arising from the interpretation or implementation of their agreements between the Buyer and The Seller, all disputes, except the case of an amicable settlement, shall be referred exclusively to the court of the location of the head office of the Seller: Tribunal de Commerce d'Orléans - 44 rue de la Bretonnerie 45010 Orléans Cedex FRANCE.

This location must be used whatever the contractual conditions and the payment method accepted, even if referred, warranty appeal or multiple defendants.

11. **Personal data protection**: All personal data provided to the Seller by the Buyer are exclusively to the Seller.

They are used by The Seller in order to exercise and perform better in its business.

In accordance with French Law<sup>o</sup>78-17 of 6<sup>th</sup> January 1978, every person has a right to access, modify, rectify and delete data concerning him by sending his request by mail to the Seller's head office.

« **The Buyer acknowledges having read the general Terms & Conditions of E-NERGIE company and accepts them as an integral part of the sales contract.** ».