

GENERAL TERMS AND CONDITIONS OF SALE

Article 1 - Acceptance of the General Terms and Conditions

These general terms and conditions of sale define the modalities of sale of SOCITEC FRANCE's Products to a professional customer (hereinafter referred to as the "Customer") for the purposes of its business.

With the purchase order, the GTCS form a contract governing sales made between SOCITEC FRANCE and its Customer. The GTCS shall take precedence over all the Customer's general terms and conditions of purchase.

Any placing of orders entails pure and simple acceptance for the Customer, without reservation of the General Terms and Conditions and the waiver of its own purchase conditions. SOCITEC FRANCE (hereinafter referred to as the Vendor) reserves the right to derogate from certain clauses of these General Terms and Conditions of Sale, depending on the negotiations with the Customer.

Article 2 - Offer / Acceptance / Order

All our offers are made without any commitment from SOCITEC FRANCE. Any order shall be final only after SOCITEC FRANCE has confirmed the purchase order in writing. The accepted order is firm and final and may not be assigned, transferred, modified or cancelled without the written consent of SOCITEC FRANCE. In the event of a request for advance payment, the order will only become final upon receipt of the said advance payment.

All orders accepted by the agents and/or representatives shall only be binding on SOCITEC FRANCE provided that it has been confirmed in writing by SOCITEC FRANCE.

Incidental costs that may affect the order, either directly or indirectly, such as an increase in the rates of taxes incurred after acceptance of the order, will result in a corresponding increase in the agreed price, even if it is a flat-rate price. Conversely, a reduction in ancillary costs will result in a reduction in the agreed price.

An order cancelled in whole or in part by the Customer, without the prior written consent of SOCITEC FRANCE, will be invoiced in full to the Customer.

Article 3 - Prices

The prices of the Products sold, denominated in euros, are those in force on the date on which the order becomes final. They shall, where applicable, be increased by the VAT rate in force on the day of invoicing. Any change in the rate between the issuance of the purchase order and the issuance of the invoice may be passed on to the Customer. Any tax, charge, duty or other service payable under French law or that of an importing country or a country of transit shall be borne by the Customer. The price of the goods may be increased by any costs (delivery, accessories for sale, specified on the purchase order).

Article 4 - Delivery

Delivery is made to the address indicated on the purchase order by the Customer, which undertakes to take delivery thereof. Sales contracts are governed by Incoterms 2010. Unless otherwise stated, delivery is made by delivery to a shipper at the customer's expense and risks are transferred upon delivery of the Products to the carrier, regardless of the delivery method.

Without prejudice to the retention of property clause set out below, the Products travel at the Customer's risk and peril, which is responsible for making all necessary findings. Delays in delivery may not give rise to any penalty or indemnity, or justify the cancellation of the order.

The delivery times indicated in the order confirmation are given as an indication, depending on the capacity of supply and transport of SOCITEC FRANCE.

Cases of force majeure release SOCITEC FRANCE from its obligation to deliver, including: war, riot, fire, internal or external strikes, particularly those of transport providers, accidents, etc. SOCITEC FRANCE is authorised to make deliveries in whole or in part.

Article 5 - Acceptance

At the time of delivery, the Customer must check the conformity of the Products delivered and issue written reservations justifying the reality of defects or non-conformity of the delivery to the carrier, at the latest within 48 hours. A copy of the complaint must be sent in writing to SOCITEC FRANCE within the same time limit. Failing this, the Products delivered shall be deemed to be without defects and in compliance with the order, in quantity, quality and market value. Acceptance of the Products invokes the transfer of risks. It shall be the responsibility of the Client to provide any justification as to the reality of the defects or anomalies found. It shall allow SOCITEC FRANCE all facilities to observe defects and to remedy them and shall refrain from any intervention.

Article 6 - Guarantee

1 - Compliance with the contract is determined according to the condition of the goods at the time of transfer of risk.

By way of derogation from Article 1641 et seq. of the French Civil Code, the Customer may only avail itself of hidden defects revealed within six months of receipt of the Product and, provided that it has informed the seller by registered letter with acknowledgement of receipt within 8 days of their discovery.

In this case, it may only claim the replacement of the goods delivered, to the exclusion of any damage and interest. This warranty does not apply after transformation of the Product, misuse, failure to fix, negligence, overload, non-compliant use or use for any other purpose.

3 - Free replacement can only be granted after examination of damaged parts, which must be sent free of charge for shipping and packaging.

4 - The guarantee is suspended in the event of non-compliance with the payment terms.

5 - SOCITEC FRANCE remains the full owner of the intellectual property of the projects. They may not be communicated or executed by the Customer or a third party without prior written authorisation from SOCITEC FRANCE.

Article 7 - Non-compliance

Without prejudice to the measures to be taken with respect to the carrier, claims for apparent defects or non-conformity of the Products delivered with respect to the order must be made within 8 working days of delivery. After this period, delivery is deemed to comply with the order. In any event, no non-compliance can be resolved by the Customer (return of Products or price deduction in particular) without the agreement of SOCITEC FRANCE.

Article 8 - Liability

In the event of SOCITEC FRANCE's non-performance of its obligations, the damage suffered by the Customer shall in any case be limited to the amount of the price excluding tax of the delivery of the order in question. SOCITEC FRANCE may only be held liable for the damage of which it is directly at the origin, without any joint and/or several liability with a third party contributing to the damage.

Article 9 - Payment

1 - Payment time

Unless expressly waived by SOCITEC FRANCE, all payments will be made, by 100% of an order, by bank transfer. Payment of the order allows for the launch of manufacturing of the Products.

Failure to pay within the time limit shall allow deliveries to be blocked and any new orders in progress to be suspended.

2 - Late payment penalties

In case of late payment, SOCITEC FRANCE may suspend all orders in progress, without prejudice to any other means of action. Any amount including tax not paid on the due date indicated on the invoice shall result in the application of late payment penalties of an amount equal to the rate applied by the European Central Bank to its most recent refinancing operation plus 10 points, being no less than three times the legal interest rate. These penalties are payable by the mere expiry of the term, without the need to issue a prior formal notice.

In accordance with Article L.441-3 of the French Commercial Code, in addition to late payment indemnities, any sum, including the deposit, not paid on its due date shall automatically produce the payment of a fixed compensation of €40 for recovery costs. In cases where recovery costs are higher than this fixed charge, SOCITEC FRANCE may seek additional indemnification upon justification.

4 - Penalty clause

If an invoice is not paid, eight days after formal notice has been given in writing, the amount shall also be increased by a fixed, irreducible compensation of 15% for damages intended to compensate for the damage caused by the delay.

5 - Where SOCITEC FRANCE has serious presumptions that the Customer is unable to pay or where the purchaser refrains from providing the guarantees requested in this respect, SOCITEC FRANCE reserves the right to:

- Not deliver any goods not yet delivered.
- For shipped goods, take all necessary measures to prevent the Customer from taking possession of them.

Article 10 - Reservation of property

By way of derogation from the provisions of Article 1583 of the French Civil Code, SOCITEC FRANCE retains ownership of the Products sold until the full payment of the price in principal and incidentals.

In the event of resale, SOCITEC FRANCE also retains the possibility of claiming the price of the property held by the sub-purchaser. The reservation of property is deferred to the resale price. Failure to pay any due payment may result in the goods being claimed back, the return costs remaining payable by the Customer and any payments made remaining acquired by SOCITEC FRANCE as damages.

Article 11 - Jurisdiction

For any dispute that may arise between the Parties as to the formation, performance or interpretation of their business relations, only the commercial court of the registered office of SOCITEC FRANCE shall have jurisdiction.

The law applicable to this contract shall be French law.