

# GENERAL TERMS AND CONDITIONS OF SALE

## To be completed by the Client

First Name:  
Last Name  
Date:  
Signature

## To be completed by ACRELEC

First Name:  
Last Name:  
Date on which the signed GTCS are received by ACRELEC  
Signature

### Article 1 – Purpose and definitions

These General Terms and Conditions of Sale are applicable to all products and services (hereinafter the "**Products**") marketed by the Company ACRELEC SAS, a Company with a capital of EUR 200,000, registered with the Companies and Trade Register of Meaux under number B 351 251 962, and/or any of its subsidiaries distributing the Product in the contractor's country (hereinafter "**ACRELEC**").

These General Terms and Conditions of Sales cancel and replace all previous Sales Conditions and are applicable notwithstanding any contrary clauses of the ACRELEC joint contractor's General Purchasing Conditions (hereinafter the "**Customer**").

If the Customer has accepted specific conditions applicable to Product sales, using all mediums, such as orders and invoices, said conditions (hereinafter the "**Special Conditions**") will also be applicable to such sale of Products.

If any contradiction exists, the Special Conditions will prevail. If no Special Conditions exist, these General Terms and Conditions of Sales will be exclusively applied to relationships between ACRELEC and the Customer, and would therefore constitute a sales agreement (hereinafter the "**Agreement**") between ACRELEC and the Customer, whether the Customer agrees to these General Terms and Conditions of Sales in writing, or implicitly by accepting delivery of the products.

The General Terms and Conditions of Sales are applicable to all orders issued by the Customer. All other General Conditions, in particular those printed on any document submitted by the Customer, will be inapplicable. In particular, ACRELEC's acceptance of an order placed by the Customer does not constitute acceptance of any additional or different conditions whatsoever. ACRELEC expressly refuses all General Conditions proposed by the Customer, except if such conditions have been agreed to in writing between the Parties in compliance with Article 14, last paragraph.

### Article 2 - Orders, prices and payment terms

Orders placed with ACRELEC by the Customer are firm and final. However, they will only be processed by ACRELEC insofar as the form which physically represents such order is signed by a person duly authorised by the Customer.

Products' prices are specified in the Special Conditions.

Prices are Ex Works (named place), such Incoterms being published by the International Chamber of Commerce. Products are ready for collection at ACRELEC's premises (Works, factory, warehouse, plant) on the date agreed upon.

The Customer pays all transportation costs and also bears the risks for bringing the Products to their final destination.

Prices do not include VAT, any other local taxes or customs duties. All taxes owed due to purchases made in the framework hereof shall be paid by the Customer.

Unless otherwise specified in the Special Conditions, a prepayment invoice is issued by ACRELEC when the Customer places an order for Products; an invoice for the balance due is issued following ACRELEC's delivery or installation of the Products.

Payment may be made by bank transfer.

In compliance with Article 441-3 of the French Commercial Code "*payment is deemed as performed on the date on which the funds are made available to the beneficiary or the latter's substitute by the customer.*" Accordingly, the Customer's payment shall only be considered as performed once amounts owed are fully credited to the ACRELEC account .

The invoice number must be legibly indicated with each payment.

The Customer will be deemed as definitively and irrevocably waiving any dispute of invoices if no claims are expressed within 10 (ten) days subsequently to the receipt thereof.

ACRELEC reserves the right to change its prices at any time, but Products shall be invoiced on the basis of currently prevailing rates when the Customer's order is registered.

### Article 3 - Due date payment default

All payments made subsequently to the due date specified on the invoice entail immediate payment of all of the Customer's outstanding invoices. Without previous notice to perform, ACRELEC shall be entitled to suspend deliveries until full payment of said invoices, or demand full payment on the order date for any new orders, as it decides, without prejudice to ACRELEC's decision to terminate the sale in accordance with the conditions of Article 12 of these General Terms and Conditions of Sales.

Without prejudice to any legal action undertaken by ACRELEC, all unpaid amounts on the specified due date or all papers or bank transfers which are received late or not on the due date, thereby obstructing funds' availability on the said date, will give rise to the Customer's ipso jure payment of a late payment penalty amounting to 4% of the price of the entire order including taxes, increased by administrative costs amounting to forty (40) Euros excluding taxes per invoice outstanding on the due date. If an amount is outstanding further to expiry of 30 days as of the due date for funds' availability, the late payment penalty will be increased by 4 points, i.e. 8% of the total amount, including taxes, of the unpaid invoice.

Collection of unpaid invoices through legal channels will also entail payment of a fixed penalty equal to 15% of all outstanding amounts owed by the Customer.

### Article 4 - Delivery and consignment

ACRELEC will supply to the Customer, and install as applicable, the Products specified on the order form.

Delivery deadlines which may be specified in the Special Conditions, on the order form or any other communication from ACRELEC, are purely estimates.

Delayed delivery of all or part of the Products does not authorise the Customer to consider the Agreement cancellation and void and does not exempt the latter from its obligation of accepting any remaining deliveries.

ACRELEC may not therefore be considered liable on the grounds of partial or delayed delivery.

Products travel at the Customer's risks and perils, even if the transfer of ownership thereof is not yet performed to the Customer's benefit. In the event of damages or missing articles, the Customer or the latter's agent is responsible for making all required claims, taking all precautionary measures specified by law, under penalty of being personally liable.

**1.** The Customer controls the contents of its order upon receipt and shall imperatively express any reservations on the delivery slip, in particular when the Product's packaging is damaged when received. In such a case, only the carrier is liable. If no such reservations are expressed, the order will be considered as free of any obvious defects.

**2.** The Customer will communicate all claims that a Product is defective that are observed at the time of or subsequent to delivery, to ACRELEC within 24 (twenty-four) hours following the Product's receipt.

Said claim shall be addressed in writing to ADV ACRELEC - 3 rue Louis Broglie - ZAE de l'Esplanade - 77 400 St Thibault les Vignes, France, by registered letter with acknowledgement of receipt, and by telephone to the local sales representative or, but without prejudice to the mandatory registered letter mentioned above, by fax at 0033 (1) 60 07 00 77 ; it shall include the following documents:

- Claims form legibly filled in, which ACRELEC will provide to the Customer;;
- Copy of the signed delivery slip;
- Copy of the order form;
- Photographs of the one or several damages.

All incomplete or late claims shall not be processed.

**3.** All claims on the grounds of non-compliance of the Products delivered with the order shall be sent by fax to 0033 (1) 60 07 00 77 within 24 (twenty-four) hours as of receipt of the Products. Such claims will include the same documents as those required for a claim for damages (except for photographs).

**4.** In all cases, claims will only give rise to a commercial rebate or the delivery of new Products. The Customer shall not be entitled to hold back any amounts owed to ACRELEC as compensation for a claim.

### Article 5 - Transfer of ownership

Unless otherwise specified, ACRELEC will continue to own the Products and be entitled to repossess them until all amounts owed relating to the Products have been paid in full by the Customer.

In application of the previous paragraph, ACRELEC will be entitled to repossess the Products at the Customer's exclusive expense. For this reason, the Customer grants ACRELEC, or any entity which represents or is appointed by ACRELEC, the irrevocable right to enter the premises where the Products are stored for the purpose of their repossession.

For as long as ACRELEC maintains ownership of the Products, the Customer will stock these in such a way that they can be easily identified.

Product-related risks (in particular loss or deterioration) will be transferred to the Customer as of Products' remittance to the Customer, which shall undertake to insure them.

### Article 6 - Workshop Return Warranty

Delivered Products are systematically checked by ACRELEC prior to consignment.

Furthermore, all Products are under a 1 (one) year workshop return warranty against any manufacturing defects, except for specific warranties stipulated in any other document issued by ACRELEC, in particular its General Conditions for data-processing system maintenance, if these have been subscribed to by the Customer. The said warranty includes the repair/exchange free of charge of Products that are used under normal conditions, as specified in the user manual supplied with the Products. Dispatch costs for equipment that requires repairs in the workshop are incumbent on the Customer; return costs are paid by ACRELEC.

The workshop return warranty covers, at the option of ACRELEC, repairing the relevant Product (including parts and labour) or the Product's replacement with a Product having equivalent functionalities. In the event of a return to the workshop, the repair time depends on the duration and complexity of the work required and the supplier's timeframe for providing spare parts, units or sub-units.

### Article 7 - Defects - Obvious defects - Non-compliance

The Products shall be checked by the Customer at delivery; any claims relating to obvious defects and/or the non-compliance of Products received by the Customer as compared to the order or delivery slip shall be made in accordance with the conditions specified in Article 4 of these General Terms and Conditions of Sales.

The Customer shall provide evidence of the reality of observed defects; ACRELEC reserves the right to directly or indirectly undertake any contrary observations and verifications on site.

### Article 8 - Hidden defects

Under the hidden defects warranty, ACRELEC shall only be obligated to replace defective Products free of charge; the Customer shall not be entitled to claim any compensation or damages for any reason whatsoever. Possible carriage costs shall be paid for by the Customer.

This warranty is not applicable to obvious defects.

Delivered Product defects and deteriorations resulting from improper storage and/or preservation conditions at the Customer's premises shall not open rights to the ACRELEC warranty.

### Article 9 – Intellectual property rights

The Customer is not authorised to use the name, logo, trademark, trading names, graphics charter, drawings and models, design, image or any other elements for which the rights are held by ACRELEC in any of the former's advertisements, communications, publications or other elements, without ACRELEC's prior written agreement thereto.

The Customer shall not remove, try to conceal, damage, cover or alter any trademark which belongs to ACRELEC.

Neither the Customer nor the latter's representatives shall register or use trademarks that may cause a risk of confusion with ACRELEC's intellectual property rights.

### Article 10 - Software user licence

In these General Terms and Conditions of Sales, "**Software**" refers to any software product, including and without the following list being exhaustive, operating systems, integrated software and software.

The Customer may purchase the Products in which Software is integrated.

Software may be included in read-only memories or other semiconductors integrated in equipment, or may be the separate contents of discs or other mediums. Software is legally protected; it may also contain valuable industrial and trade secrets and be protected by patents.

If agreed so between the Parties, the Customer, in the capacity of end user, will enjoy a licence to use the Software included in such Products.

All Software will be licensed to the Customer in compliance with the terms and conditions of applicable licensing agreements enclosed with the Software and which the Customer will sign separately. In addition to the obligations or restrictions specified in such licensing agreements, the Customer shall not make any copies of the Software except for back-up or filing purposes.

The Customer shall not duplicate, disassemble, decompile, undertake reverse engineering, modify, create by-products, or change in any other way either the Software or the form thereof.

The Customer shall only use the Software that is incorporated in or enclosed with a Product in the framework of the authorised use thereof, and has no other rights to the Software.

### Article 11 – Liability limitation

These General Terms and Conditions of Sales specify all of ACRELEC's obligations and liabilities as regards to Product delivery.

No warranty or other conditions, except as expressly stipulated in the Agreement, shall be binding on ACRELEC.

In the event of the delivery of goods which do not comply with order specifications, ACRELEC's liability shall be strictly limited to the obligation of replacing or repairing such non-compliant goods, and shall exclude any damages.

No warranty or liability shall be granted or assumed by ACRELEC for damages to Products due to the Customer's use of software which ACRELEC has not integrated into the Products.

Furthermore, ACRELEC shall not be held liable by the Customer for any consequential losses, including loss of turnover or profits, loss of contracts or data, interruption of use, data unavailability, or the purchase cost of substituting products, whether due to breach of contract, a warranty, condition, tortious action, liability without fault, ACRELEC's application of public order legal provisions, or on any other grounds.

Possible warranties, conditions or other provisions relating to the Products which are implicit or included in the Agreement pursuant to French law are expressly excluded, except for those imposed by public order provisions.

ACRELEC cannot be held liable for the use of its products contrary to the applicable legislation in force. ACRELEC cannot be held liable for the collection of personal data by the use of its products.

No warranty or liability shall be granted or assumed by ACRELEC for any damages direct or indirect due to component which ACRELEC has not integrated itself into the Products. Any deviation request from a Customer or an agreed partner must be validated by ACRELEC in written.

### Article 12 - Termination clause

Any breach of any one of the stipulations set forth in these General Terms and Conditions of Sales authorises ACRELEC to suspend all new deliveries and/or to immediately terminate ipso jure, without any further formality being required, ongoing Agreements, by simple notification addressed to the Customer by registered letter with acknowledgement of receipt.

### Article 13 - Applicable law / Power of jurisdiction

This Agreement is governed by French law alone.

The Parties hereby attribute exclusive power of jurisdiction to the Commercial Court of Paris to settle all disputes relating to entering into, interpreting, performing and ending the Agreement.

### Article 14 - General stipulations

**Force majeure event** - Except for obligations to pay amounts owed on the due date, neither Party shall be held responsible for a delay or breach of its contractual obligations resulting from unpredictable circumstances or which are beyond its control. In such a case, performance of the obligations affected by such event shall be suspended throughout the duration thereof. If the event lasts for more than two (2) months, ACRELEC shall be entitled to immediately terminate the Agreement without its liability being affected.

A force majeure event is any occurrence which is independent of ACRELEC's intentions and which prevents the normal operating of its activity. In particular, a force majeure event consists of total or partial strikes which hinder ACRELEC's operating activities or those of one of its suppliers, subcontractors or carriers, including the interruption of transport, energy, raw material or spare part supplies.

**Non-waiver** - The fact that a Party does not prevail of a breach by the other Party does not constitute a waiver of prevailing of other breaches, subsequently or otherwise.

**Entirety** - If an Agreement stipulation, whether partially or totally, is declared to be invalid or without effect by the competent legal authorities, the said stipulation shall be performed as far as possible or authorised, and the Agreement will be amended as required in order to provide maximum effect to the Parties' initial intentions and the Agreement's economy. Remaining stipulations will continue to be enforceable.

**Transfer** - The Customer shall not be entitled to transfer the Agreement or any order placed in performance hereof. The Customer shall not be entitled to delegate the said Party's obligations under the Agreement without ACRELEC's prior written authorisation; the latter shall not be entitled to

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refuse without valid reason. ACRELEC may transfer the Agreement to an affiliated company of the ACRELEC Group without the Customer's permission.

**Amendment** - No Agreement amendment shall be binding on the Parties as long as it has not been specified in a written document signed by each Party's representatives.