

## ARTICLE 1 : OFFERS AND QUOTATIONS

We are only bound by our written offers which, unless otherwise stipulated in writing, remain valid for 15 days. Any modification of an offer shall be the subject of a written document on our part.

The characteristics and references indicated on quotations and other documents are for information purposes only.

The studies and recommendations are made for information purposes only. They do not engage our responsibility and do not constitute an element of execution: it is up to the user, under his own responsibility, to check that they take into account the general rules applicable for this type of construction and the particular conditions of use.

The studies, plans and all documents submitted with the offers remain our property and must be returned on request.

## ARTICLE 2 : ORDERS

Unless explicitly agreed otherwise in writing, all orders placed with us are subject to the present conditions and entail ipso facto the buyer's unconditional waiver of any divergent and/or contrary clauses that may appear in his purchasing conditions.

Our general terms and conditions of sale have been drawn up in view of the fact that most of the goods we offer are not manufactured by us. By placing an order with us, the customer declares that he accepts the constraints of the above and the fact that we are dependent on French or foreign manufacturers who may, if necessary, impose their own conditions of sale.

Any modification made to an order during its execution must be subject to our written agreement.

Any order accepted by us may be freely subcontracted. Commitments made by our agents are only valid if they are confirmed in writing.

## ARTICLE 3 : PRICES

Our prices are net, excluding tax, ex Levallois and, unless otherwise stipulated in writing, plus incidental expenses (delivery, administration, installation, commissioning, testing, etc.). As our invoicing is established on a monthly basis, our prices may be modified without prior notice, even during the execution of an order with split delivery, unless otherwise stipulated in writing.

## ARTICLE 4 : CONDITIONS OF EXECUTION

In general, if the buyer fails to perform one or more of his obligations, we shall be entitled either to suspend the performance of the contract or to consider it terminated by operation of law, all without prejudice to our rights to any damages.

The stipulations set out either in our general terms and conditions of sale for purchases and works or in the general terms and conditions of each contract do not prevent us from claiming compensation for any damage or from taking any action not expressly provided for.

## ARTICLE 5 : DELIVERY

a) Our shipments are made carriage forward.

All increases in transport rates, taxes or miscellaneous taxes, which occur during the execution of a contract, shall be borne entirely by the purchaser, except where special provisions are made in the price legislation.

The packaging of the goods, if necessary, is invoiced at the current prices and not taken back.

b) Delivery times are given as an indication only and without guarantee. Delay in delivery or in the execution of the work shall not entail cancellation of the order or compensation unless this has been expressly accepted by us in advance in writing and subject to the fulfilment by the buyer of his own obligations. The goods are deemed to have been taken from our warehouses: deliveries and handling shall always be at the risk of the recipient. There are no exceptions to this rule, even if the postage has been paid in advance.

c) We reserve the right to make partial deliveries. The customer may not take advantage of the fact that he is waiting for the balance of the equipment to defer payment of the corresponding invoices.

d) In accordance with article L. 133-3 of the French Commercial Code, any complaint related to the delivery must imperatively be the object of :

- Precise reservations on the carrier's document signed by the recipient: the words "subject to unpacking" or vague reservations have no value

- A written complaint to our services within 3 days of receiving the goods.

The customer must assume the financial consequences of any kind, in particular with regard to the non assumption of responsibility by the insurers, which may result from a failure to take these steps.

The customer is also obliged to insure the goods adequately against the risks or damage that may result from their detention, even in the event of a loan or sale with reservation of title.

e) All of the preceding provisions apply under the same conditions if the customer requests delivery to a place other than his warehouses or shops and/or which is in the custody of a third party: the customer designates the place of delivery under his sole responsibility and remains solely liable to us.

f) Invoiced and non-credited refills are valid for 12 months and are non-refundable.

## ARTICLE 6 : CANCELLATION

Any cancellation of an order will incur a charge of 10% of the amount of the order.

## ARTICLE 7 : INVOICE AND PAYMENT

Any sum not paid on the due date shall give rise to the payment by the customer of penalties set at 5 times the legal interest rate in force on the day of default; these penalties are payable by right for any delay in payment after the contractual deadline. From the 30th day of delay, a penalty clause of 10% will be invoiced to the client, except for exceptional conditions specified on the order form. In addition, the Company reserves the right to refer the matter to the competent court in order to put an end to this non-performance, possibly under daily penalty for each day of delay.

If the dispatch of our goods is delayed due to the buyer, an invoice will be drawn up payable under the conditions of the sales contract. We reserve the right to charge storage costs.

If the buyer cancels his order of his own free will, the deposit paid by him to the seller shall be retained by the seller as compensation, without prejudice to any other damages.

Non-payment of a single instalment shall render all instalments and drafts given in payment immediately payable.

The seller shall only be bound by an agreement drawn up in the context of a conciliation procedure if he is a signatory to this agreement.

"For any professional, in addition to the late payment penalties, any sum, including the deposit, not paid on the due date shall automatically give rise to the payment of a fixed penalty of 40 euros due for collection costs (Art. 441-6, I al. 12 of the French Commercial Code and D. 441-5 ibidem).

## ARTICLE 8 : INVOICING WITH EXEMPTION FROM VAT

The customer who requests to be invoiced exempt from VAT due to the destination of the goods or their quality must provide all the supporting documents that we request with the order, failing which the invoice will be subject to VAT. Under no circumstances shall the customer be entitled to deduct the amount of VAT from his payment if he has not provided us with the documents requested. By express agreement, the customer shall be obliged to compensate us for any sum claimed from us by the tax authorities within four years of delivery due to a defect or irregularity in the tax documents we have

requested.

#### ARTICLE 9 : GUARANTEE

Unless otherwise stipulated, the equipment is guaranteed for a period of one year (twelve months) from delivery. This guarantee only applies to operating or construction defects that are found during this period. It shall only apply during the period specified if the equipment has been put to normal use. The warranty shall not apply to defects whose cause is subsequent to the departure of the equipment from the warehouse or to the installation by the seller, in particular in the event of poor maintenance or poor installation if this has not been carried out by the customer. Any damage or trace of intervention not carried out by our services immediately excludes the equipment concerned from the guarantee.

The warranty is exclusively limited to the replacement of parts that are found to be defective by original or equivalent parts. In the case of parts found to be defective due to the customer's fault, the customer will be invoiced for these parts and for labour. In order to be able to invoke the benefit of the guarantee, the customer must notify us in writing without delay of the defects that have become apparent in the equipment sold. The customer must allow us to make the necessary observations so that we can remedy the defect.

The guarantee applies to repairs at the manufacturer's premises or at an address indicated by the manufacturer, the costs of packaging and return transport being borne by the customer. If the repair is carried out at the customer's premises, the customer shall also be responsible for the travel costs and transport time.

Any repairs or modifications carried out during the warranty period shall not in any way extend the warranty period stipulated above.

Work guarantee: all paid interventions carried out by our services are guaranteed for 3 months from the date of the invoice and for the repetition of the same defect. The customer is deemed to test the repaired equipment as soon as it returns to its premises or the end of the on-site intervention. Consequently, this guarantee cannot be invoked if the equipment is not used during the guarantee period. In order to benefit from our 3-month technical guarantee, it is imperative to send us a copy of the repair invoice for the product.

The guarantee does not cover defective products:

- as a result of incorrect use
- as a result of a modification made without our intervention
- the cause of the breakdown is not due to us

Limitation of liability: by express agreement between the parties, subject to the provisions of Law No. 98-389 of 19/05/1998, our liability resulting from a defect in the functioning of the equipment is limited to the preceding provisions, in particular with regard to hidden defects and immaterial damage. Thus, we cannot be held responsible for direct or indirect damages (including loss of profit, interruption of activities, operating losses) due to the use or the impossibility of using the sold or repaired equipment. The customer alone shall bear the harmful consequences that may result from the use of the equipment by a third party.

Except in cases expressly provided for by law, we shall not be liable on behalf of the customer by reason of any representation or warranty, conditions or other agreements or any court decision for direct or indirect losses, costs and damages caused to damaged equipment which is not used by the victim primarily for his private use or consumption.

In order to comply with the requirements of Decree 78-464 of 24 March 1978, it is recalled that the foregoing provisions are stipulated without prejudice to the legal guarantee, insofar as each order is subject to it by virtue of its purpose and/or the quality of the customer.

#### ARTICLE 10 : DISPOSAL OF WASTE

By express agreement, the customer shall assume all obligations relating to the disposal of waste from the equipment supplied by us, under the conditions provided for in articles 21 and 22 of the decree of 20 July 2005.

#### ARTICLE 11 : RETENTION OF TITLE

Ownership of the goods sold will only be transferred to the customer once full payment of the price has been made. However, the risks of any kind and in particular of deterioration, loss or theft of the goods shall be transferred to the customer upon delivery. The customer must therefore take out all necessary insurance to cover these risks. In the event of receivership or liquidation of the customer, the seller shall have the right to claim ownership of the goods sold in accordance with the legal provisions.

#### ARTICLE 12 : JURISDICTION

The Commercial Court of Nanterre shall have sole jurisdiction in the event of disagreement, even in the event of a guarantee appeal or multiple defendants.

The acceptance of commercial bills of exchange does not preclude this provision.

#### ARTICLE 13 : SPECIAL CONDITIONS

Any special conditions derogating from the present general conditions of sale negotiated with our customers must be confirmed in writing by us in order to be considered valid.

#### ARTICLE 14 : PERSONAL DATA PROTECTION

Within the framework of the General Data Protection Regulation of 25 May 2018, the company E-SAT is responsible for the processing of personal data. The information collected is recorded in a computerised file by E-SAT for the processing of your requests, customer management and accounting management. The legal basis for the processing is legitimate interest, contract and legal obligation. The data collected will be communicated only to the following recipients: ERP supplier (commercial, administrative and accounting software) and internal network host. The data will be kept for the period of time specified by the data controller.

You can access your data, rectify it, request its deletion or exercise your right to limit the processing of your data. Consult the [cnil.fr](http://cnil.fr) website for more information on your rights.

To exercise these rights or if you have any questions about the processing of your data in this system, you can contact: [info@e-sat.fr](mailto:info@e-sat.fr), 01 41 06 99 20. If, after contacting us, you feel that your "Data Protection" rights have not been respected, you may submit a complaint to the CNIL.