

# GENERAL TERMS AND CONDITIONS OF SALE

## PREAMBLE –

Prices and information in the catalogues, prospectus and price lists are provided for informative purpose only. The Seller reserves the right to modify the design, shape, dimensions or materials of the products that are illustrated and described in its printed advertising material.

## CLAUSE 1 – APPLICATION OF THE GENERAL TERMS AND CONDITIONS OF SALE

All orders placed with the Seller require the Buyer's acceptance of these General Terms and Conditions of Sale and a waiver of its own general terms and conditions of purchase. Any issues not referred to in these General Terms and Conditions of Sale shall be governed by the prevailing General Terms and Conditions of Sale of the *Syndicat de l'Eclairage*.

## CLAUSE 2 – OFFERS

Preliminary offers and quotes are valid for 1 month. The products supplied are only the equipment precisely specified in the preliminary offer or quote. The sales agreement is not valid until the Seller has expressly accepted the order.

## CLAUSE 3 – HARDSHIP CLAUSE

If, after entering into the sales agreement, an unexpected economic or commercial event occurs that makes its performance harmful to either of the parties, the parties shall hold a meeting to study the situation and attempt to restore the original balance. If an agreement is reached, an amendment will specify the new terms of performance of the contract. If an agreement is not reached, the parties shall submit the matter to conciliation, as provided for in these General Terms and Conditions of Sale, within 1 (one) month after their first meeting. If the conciliation is not successful, the parties will agree to cancel the contract. During the negotiations, the performance of the contract will be suspended, unless otherwise agreed.

## CLAUSE 4 – ORDERS

Unless disputed by the Buyer within 48 hours of our acknowledgement of order receipt, the terms and conditions set out in the acknowledgement of receipt shall be deemed as accepted. Minimum invoicing is 120 € HT. If the order is cancelled, the Buyer will be liable for the cost of the services already performed and a cancellation fee of at least 10% of the amount of the contract shall be payable.

## CLAUSE 5 – MODIFIED ORDER

All requests for additional work or order modification requests must be made in writing. Any change or modification to the contract will result in a new design, a new quote being issued and an amendment to the contract duly signed by both parties. Under no circumstances may the terms and conditions for additional supplies be more prejudicial to those in the initial order. Any postponement of delivery requested by the Buyer and agreed to by the Seller will imply storage charges being payable.

## CLAUSE 6 – INDUSTRIAL PROPERTY

The Seller shall retain all industrial property rights to any of its projects, studies and documents, which may not be disclosed or exercised without its written permission. The patented and unpatented technology and know-how used in the products and services shall remain the exclusive property of the Seller, in addition to all the industrial and intellectual property rights related to the products and services. The Buyer is merely granted a non-exclusive license to use the products.

## CLAUSE 7 – NON-DISCLOSURE

The Buyer shall not disclose any information, equipment, models, plans, specifications, data, technical formulas or designs that it may acquire during the term of this contract and shall regard them as strictly confidential. The scope of the Buyer's obligation under this clause also includes its employees. However, this clause shall not be applicable if the information disclosed is already in the public domain or if the Buyer was aware of it or obtained it from third parties by legitimate means. Likewise, the Seller shall regard any information it obtains during the performance of this contract as strictly confidential and may not disclose it to third parties either during the term of this agreement or after the termination thereof.

## CLAUSE 8 – DISPLAY EQUIPMENT

The display equipment must be returned within two months at the Buyer's expense. Failure to do so shall result in the equipment being invoiced according to the terms and conditions of the offer, as stipulated by law.

## CLAUSE 9 – DELIVERY

a) The delivery terms are calculated from the latest of the following dates: the date of acknowledgement of order receipt or the dates on which the Seller receives the information, the deposit or the supplies that the Buyer has undertaken to supply. Orders may not be cancelled on the grounds of late delivery.  
b) The Seller is automatically released from any commitment regarding the delivery date if the Buyer does not abide by the payment terms or in the event of force majeure. Force majeure includes any circumstances that are beyond the Seller's control and impede its normal functioning at the product manufacturing and shipping stage,

- in the case of events such as lock-outs, total or partial strikes preventing the smooth running of our company or that of one of our suppliers, subcontractors or carriers, interruption of transport, the power supplies, raw materials or spare parts, epidemics, wars, requisitions, government acts, seizures, fires, adverse weather conditions, natural disasters, machinery breakdowns, transport delays or any other event resulting in working hours being lost; – when the information to be supplied by the Buyer does not reach us in time and in the case of modifications or new specifications.  
c) In the event of failure to meet the contractual delivery time, a 0.5% penalty may be applied for each full week of delay after the end of the third week, up to a maximum penalty of 5% of the factory or retail value of the equipment delivered late. The penalties are in the nature of assessed damages and interest and exclude any other form of indemnification.

## CLAUSE 10 – TRANSPORT

The freight charges shall be paid by the Seller unless expressly stated otherwise in the order. Risk transfer shall take place at the time of reception by the Buyer for deliveries in France and in accordance with the agreed Incoterms for deliveries abroad. The Buyer must check the shipments at the time of delivery, note any reservations and file any pertinent claims against the carrier. The consignee is responsible for unloading the goods as the driver is not allowed to do so himself. Waiting time in excess of 30 minutes by a driver before unloading will be billed to the Buyer. The Seller disclaims all liability for the delivered goods unless a representative of the Buyer is present.

## CLAUSE 11 – CLAIMS AND RETURNS

a) By signing the delivery note, the Buyer certifies that it has checked the delivered goods, their quantity, quality and compliance with the order.  
b) Any defects or non-compliance must be reported by registered mail with acknowledgement of receipt within 8 working days as of the date of delivery. Claims made more than 8 days after the delivery date will not be accepted.  
c) Goods may only be returned with our written consent, in perfect condition and in their original packaging.  
d) Unless expressly agreed otherwise by the Seller, the transport charges for the return of goods will be paid by the Buyer.  
e) However, when the fault or error is not caused by the Buyer, the credit note for the returned standard equipment will be 80% of the invoiced amount.  
f) Returns of specifically manufactured equipment will not be accepted.

## CLAUSE 12 – TERMS OF PAYMENT

Payment is due 30 days after the date of the invoice.  
For all orders of €500 or less, payment is due at the time of receipt of invoice.  
Late payment shall imply a penalty of at least 1.5 times the official rate of interest, at the rate applied by the European Central Bank in its most recent refinancing operation, plus 10 percentage points, without affecting the due date of the debt. Failure in payment of any amount due and payable shall automatically result in an event of default and all the remaining amounts owed, even those due at a later date, shall become immediately due and payable. If a Buyer fails to fulfill its obligations (late payment or a check that cannot be cashed), it may be refused purchase, unless it pays cash or provides sufficient warranties. No rebates or discounts shall be granted for payments in cash or early settlement.

## CLAUSE 13 – DEPOSIT

The Seller may require payment of a 30% deposit when the order is signed, depending on the kind of services required.

## CLAUSE 14 – PENALTY CLAUSE

a) If the amount owed is not paid within one month counted from the due date, the Buyer will automatically be liable to pay a penalty equivalent to 15% of the amount owed.

## CLAUSE 15 – TITLE RETENTION

a) The Seller shall retain ownership of the goods until the purchase price and all other amounts owed have been paid in full.  
b) The risks of loss or deterioration of the goods shall pass to the Buyer at the time of delivery, along with the liability for any damages they may cause.  
c) If the Seller is regarded as a subcontractor in an agreement, the Buyer shall notify this to the end-buyer, together with the contents of this retention clause. In all cases, the Seller expressly reserves the right to require direct payment of the amounts owed, in accordance with the Act of 31 December 1975.

## CLAUSE 16 – WARRANTY

a) All the equipment is guaranteed for a period of 24 months from the date the goods are delivered to the agreed site and the delivery note is signed. However, if the delivery date is delayed for reasons caused by the Buyer, the new delivery date must be within 3 months from the date originally agreed.  
b) Replacement and remanufactured parts are guaranteed for 24 months with the same terms and conditions as the original equipment.  
c) This warranty is only applicable to latent defects due to faulty design or materials that become apparent during the warranty period.  
d) This warranty does not cover the following: defects due to materials provided by the Buyer; failure by the Buyer to abide by the

instructions for use; normal wear and tear; modification, repair or tampering by the Buyer; acts of God or force majeure as defined above.

## CLAUSE 17 – USE OF THE WARRANTY

a) Unless otherwise expressly stipulated by the customer, the equipment is presumed to be used at the place of delivery, i.e. the technical features of the delivered equipment are defined according to the place of delivery.  
b) This warranty is only applicable if the equipment has been installed in accordance with good practice and the installation, storage, maintenance and servicing conditions have been complied with.  
c) No warranty is granted for equipment that is used with other components.  
d) In order to benefit from the warranty, the Buyer must inform the Seller of the use of the equipment before the order is placed, immediately report any alleged defects in writing including as much evidence as possible and assist the Seller as much as possible to identify and remedy the defects. The Buyer must not repair the equipment itself, arrange for it to be repaired by a third party, modify any item of the equipment or arrange for it to be modified by a third party, except with the Seller's express consent.  
e) The Seller's liability is limited to the replacement of defective goods, to the exclusion of any other repairs and any other claims of tangible or intangible damages, whether of a direct or indirect nature. The Seller shall remedy the defects at its own expense and with due care, reserving the right to modify the mechanisms of the equipment, if necessary, in fulfillment of its obligations. Work covered by the warranty will generally be carried out in the Seller's workshops once the equipment or the faulty parts have been duly returned.

## CLAUSE 18 – SPECIAL WARRANTIES

These warranties are agreed for specific transactions and shall be covered by a separate written agreement between the parties. The risks covered and the commissioning, installation, operating, servicing and maintenance conditions of the equipment shall be determined by negotiation.

## CLAUSE 19 – CONCILIATION CLAUSE

Any dispute that may arise related to this contract may be submitted to conciliation at any time. The non-breaching party must give notice to the other party by registered mail with acknowledgement of receipt and propose one or more conciliators in order to decide on one sole conciliator acceptable to both parties within a term of 15 days. The conciliator shall inform the parties of his or her conclusions within a term of two months after the date of his/her appointment. The parties shall then be free to accept or reject the conciliator's proposals. In the event of failure to appoint a conciliator or if the conciliation process is not successful, the non-breaching party may submit the matter to the competent Court.

## CLAUSE 20 – JURISDICTION AND APPLICABLE LAW

a) The sole jurisdiction in the case of any legal actions or disputes related to the interpretation or performance of the orders shall be the Commercial Court of VICHY-CUSSET. This clause shall also be applicable for summary actions, incidental claims or cases involving several defendants and regardless of the method and terms of payment. This agreement shall be governed by French law.

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