

Terms and Conditions of Sale

1. General

These terms and conditions apply to all sales of Products and Services (including spare parts) and services (including research, analysis, consulting, simulations, maintenance, training, after-sales service excluding warranty, testing on our sites or on customer sites) marketed by our company (hereinafter collectively referred to as "Products and Services"). All orders placed with our company for Products and Services imply acceptance and application of these general terms and conditions, which shall prevail over any terms and conditions issued by the customer and over any other documents not expressly accepted by our company. No tolerance concerning the application of the present terms and conditions may be interpreted as a waiver by our company of its right to invoke them at a later date. Our company reserves the right to modify these terms and conditions at any time, and any new version will replace the previous one after reasonable notice, depending on the importance of the modifications for the customer, and without delay in the event of a legal update.

2. Orders

- 2.1. Orders must be sent by the customer in writing to our head office, including by e-mail.
- 2.2. Orders are firm and irrevocable for the customer upon receipt of the order by our company or, in the case of a quotation, upon acceptance of the quotation by the customer.
- 2.3. Orders are considered definitively accepted by our company from the date of our written confirmation or, failing this, on delivery of the Product or commencement of performance of the Service. If a deposit is required, the order is only binding on our company after payment.
- 2.4. In the event of an order confirmation in terms different from those of the order, the customer must validate the terms of the confirmation by return mail. In the absence of confirmation by the customer, or of late confirmation, our company is not obliged to execute the order.
- 2.5. In the event of an order resulting from a call for tenders by the customer, our company is bound only by the terms of the proposal it has formulated, where applicable with reservations or clarifications in relation to the call for tenders.
- 2.6. In the event of specifications being drawn up, our company shall only be bound by the terms set out in the specifications or in the compliance matrix completed by our company.
- 2.7. Technical and commercial proposals, specifications, replies to invitations to tender, quotations and other documents which we provide to the customer in connection with the order remain our property and may not, without our written agreement, be communicated to third parties or be the subject of execution except by our company. They must be returned to us at our first request, without the customer keeping a copy.
- 2.8. Any interruption or cancellation of an order by the customer requires the express prior agreement of our company. If our company accepts the interruption or cancellation of the order, compensation will be payable by the customer for an amount which will take into account the state of progress of the design, manufacture or parameterization of the Products and Services which are the subject of the cancelled order. In any event, in the event of cancellation of the order, any deposits paid by the customer will be retained by our company.

3. Prices

- 3.1. The applicable prices for Products and Services are those mentioned in our quotation.
- 3.2. Prices for preventive maintenance services, including changes in parts and labor, will be those applicable on the day of the intervention.
- 3.3. Our company is committed in principle to a fixed price for Products and Services, but reserves the right to modify its prices at any time, particularly in the event of substantial changes in economic data such as variations in the cost of labor, materials, packaging, transport, energy or the parity of foreign currencies. For orders validated for delivery in more than 2 months, we reserve the right to adapt our prices in the event of substantial changes in economic data between the date of the order or accepted quotation and the date of delivery.
- 3.4. Preventive maintenance services are generally invoiced according to the time spent on them, based on the hourly rate applicable on the date of service. Travel expenses and disbursements, if any, are billed in addition to fees.
- 3.5. In the event of a change in circumstances unforeseeable at the time of conclusion of the present contract, the parties acknowledge that they may benefit from the renegotiation mechanism provided for in article 1195 of the French Civil Code. Any waiver of all or part of this article must be expressly approved by our company.

4. Payment

- 4.1. Our invoices are payable within 30 days of the date of issue, without discount for early payment.
- 4.2. Advance payments and interim payments (according to any batches or phases defined by our company) may be requested from the customer for orders involving a significant lead time for our company or a significant manufacturing cost for our company. Work-in-progress may be limited according to the customer's solvency or guarantees.
- 4.3. Any delay in payment shall entail, ipso jure and without the need for a reminder, the application of late payment penalties, calculated per day of delay, on the basis of the rate applied by the ECB to its most recent refinancing operation, increased by 10 percentage points, as well as a fixed recovery indemnity of €40, without prejudice to legal late payment interest and other recovery costs borne by our company, which will be invoiced on presentation of supporting documents.
- 4.4. In accordance with the provisions of article 1344 of the French Civil Code, formal notice to start accruing late payment interest shall be given only when our company's claims become due and payable.

Failure to pay a single invoice will, without prior formal notice, result in all sums due to our company becoming immediately payable.

In the event of non-payment or late payment, any new order from the customer will be payable at the time of order, unless the customer provides our company with sufficient financial guarantees.

4.6 Depending on the customer's solvency and the costs involved in fulfilling orders, our company reserves the right to request payment on account and/or additional payment guarantees.

4.7 No compensation may be made by the customer without our express agreement, particularly with regard to penalties or indemnities which have not been expressly approved by our company.

5. Exports

Our export sales are governed by Incoterm EXW (Ex-Works - Incoterm 2020 version). However, we can arrange for delivery of the Products and Services to the forwarder designated by the customer, at the latter's expense and risk. Payment for Products and Services must be made prior to shipment, and our company reserves the right to request additional payment guarantees.

6. Reservation of ownership

WE RESERVE OWNERSHIP OF THE PRODUCTS SOLD UNTIL THE PRICE, INTEREST, PENALTIES AND ACCESSORIES HAVE BEEN PAID IN FULL, PAYMENT BEING DEEMED TO HAVE BEEN MADE ONLY UPON ACTUAL COLLECTION BY OUR COMPANY.

Until the price has been paid in full, the customer may not pledge the Products as security. In the event of seizure or any other intervention by a third party on the Products, the customer must inform us without delay to enable us to preserve our rights.

In the event of non-payment of all or part of a single invoice on its due date, the Products shall, at our first request, be immediately returned to us at the customer's expense and risk, the Products in the customer's possession being deemed to be those unpaid. The customer undertakes to allow us to enter his premises to recover the Products, or to have a third party appointed by us to do so, if he fails to return them on first request.

Any clause contrary to the present clause appearing on the customer's documents will be unenforceable.

7. Delivery

7.1. Delivery means the provision of the Products at the agreed place of delivery.

7.2. Risk in the Products is transferred to the customer as soon as they are delivered, whether or not they have been accepted. It is the customer's responsibility to take out adequate insurance to cover the risks of the Products from the time the risk is transferred to the customer.

7.3. Delivery times are given for information only. Non-compliance with delivery times shall not give rise to cancellation of the order, refusal of delivery by the customer, or penalties or compensation for the customer. In the event of postponement of the delivery date, of provisional or final acceptance, requested by the customer, our company reserves the right to modify the order price.

7.4. The delivery period begins once all technical and commercial details of the order have been confirmed by our company.

7.5. In the event of installation of the Product by our company, the acceptance report signed by the parties shall constitute acceptance of the Product subject only to any reservations indicated in the report. Any subsequent reservations will not be taken into account and will not be enforceable against our company.

8. Warranty and after-sales service

8.1. Our contractual warranty applies only to Products purchased from our company. It is limited to 12 months from final acceptance and begins no later than 2 months after provisional acceptance on the agreed site, including the legal warranty for defective products and the warranty for hidden defects. Our warranty does not cover services.

No intervention under the warranty may be carried out on a site other than the usual site of use declared by the customer to our company, if applicable when the order was placed.

The cost of transporting Products and Services, parts and/or labor to and from the site shall be borne by the customer.

Our Products and Services are guaranteed against any malfunction resulting from a material, manufacturing or design defect. As an exception, if the Product has been designed by the customer, notably in the context of a call for tenders or according to customer specifications, design defects are excluded from the warranty.

Defects and deterioration resulting from failure to observe the precautions for use, failure to comply with the training provided by our company, improper or abusive use of the Product, an accident, an act of negligence, improper handling, poor maintenance, inappropriate environment, modification of the Products or their settings not foreseen or specified by our company, repairs carried out by the customer or by a third party without our express agreement, or wear and tear due to normal use, are excluded from our warranty and shall not incur our liability.

The warranty does not apply to voltage variations for electrical equipment.

The warranty for Products is limited to the replacement of defective parts and labor, with the exception of travel and accommodation expenses, which are at the customer's expense, and the cost of transporting Products if they have to be sent to our workshops for repair. If the Product under warranty cannot be replaced or repaired, our company's liability is limited to the reimbursement of the Product's sales price excluding VAT.

Repairs and/or replacements made in execution of the present warranty do not extend the warranty period of the Products and Services. The present warranty is excluded in the event of non-payment for the Product or Service.

8.2. Our liability is also limited to the amount of the remuneration, exclusive of tax, received by our company in respect of the Services we invoice to customers.

8.3. The repair of our Products not covered by our warranty is subject to a prior estimate drawn up by our company, which is valid for 2 months.

8.4. Our company endeavors to inform its customers as fully as possible about the conditions of use of our Products, but the choice of our Products and their suitability for the use for which they are intended is the sole responsibility of the customer. Except where the purchase of a Product is the result of a study carried out by our company, we are under no obligation to provide advice.

8.5. In the case of advice or assistance, we are only bound by an obligation of means, and under no circumstances by an obligation of result.

Our company cannot be held liable in the event that the customer fails to provide all the information required to perform our services.

8.6 Our company is released from any obligation under the contractual guarantee, and we cannot be held liable in the event of force majeure or acts of God, including strikes, fire, floods, natural disasters, the consequences of emergency health measures, interruption or delay in means of transport or shortages of products, raw materials or packaging, tooling accidents, etc., occurring in particular at our company, its suppliers or service providers.

8.6. Our company shall not be liable for any technical data, special, consequential or incidental loss or damage (including, but not limited to, loss of profits, savings or data) arising in any way from the use of our Products. The liability of our company is in all cases limited to direct damages and excludes any compensation for indirect damages, including business interruption.

8.7. Our liability is in any case limited to the price of the Products and Services sold at the origin of the action concerned.

9. Waste – DEEE conformity

The Products and Services comply with the requirements of French and European WEEE regulations.

It is the responsibility of the user of the Products to ensure that they are disposed of at the end of their life, in accordance with Directive 2012/19/EU on electrical and electronic waste. The eco-organization in charge of collecting waste from our company's electrical and electronic equipment is available by simply contacting our legal department.

Our company has been assigned a unique identifier by ADEME, the French Environment and Energy Management Agency, attesting to our registration in the register of producers of electrical and electronic equipment (EEE), in accordance with article L.541-10-13 of the French Environment Code. This identifier attests to our compliance with our obligation to register with the register of EEE producers, and to declare to ecosystem that we have placed our products on the market. This number can also be obtained by contacting our legal department.

10. Personal data

We are responsible for processing the personal data of the customer's managers, employees, collaborators or agents who come into contact with us in the customer's name and on the customer's behalf (hereinafter referred to as the "Data Subjects"), in particular for the purposes of concluding and fulfilling orders, paying invoices, managing commercial prospecting, and managing rights and any disputes.

Data subjects have the right to access, oppose, rectify, limit, withdraw and delete data concerning them, the right to define directives concerning the fate of their personal data after their death, the right not to be the subject of an automated individual decision, the right to portability of their data, and the possibility of lodging a complaint with the CNIL. The customer undertakes to communicate to the Data Subjects, at the latest at the time of collection of their data, the information contained in the present article and in our confidentiality policy, which is made available to them and which can be sent to them by e-mail on request. The customer undertakes to indemnify us against any judgement it may suffer as a result of the customer's failure to meet its obligations.

11. Privacy

11.1. The terms and conditions of sale, in particular the prices granted to the customer, as well as any technical information that may be given concerning our Products and Services (such as studies, analyses and the results thereof) are confidential information which may not be disclosed to third parties without the prior agreement of our company, as a matter of business secrecy under articles L.151-2 et seq. of the French Commercial Code.

11.2. Given the strategic nature of our work, the customer may not access our premises without prior written authorization from our company. If our company authorizes access to our premises, the customer may only enter during our company's opening hours. Refusal of access to our premises shall in no way incur our liability, nor be grounds for cancellation of the order.

12. Intellectual property

12.1. The intellectual property rights relating to studies (including their results), analyses, prototypes, models, diagrams, sketches, plans, technical documents and preparatory documents communicated to the customer by our company (hereinafter the "Documents"), as well as the intellectual property rights relating to the Products and Services produced or adapted by our company (including machine settings, software and source codes), are the exclusive property of our company, and the Products or Service media must be returned to us at our first request, without conservation of copies. Prior scientific and technical knowledge and know-how used by our company to modify, improve, conceptualize and produce all or part of the Products and Services remain the exclusive property of our company. Our company therefore has full and complete ownership of the rights relating to its creations on the Products and Services, the Documents and the other aforementioned media, and may freely dispose of them by deciding alone whether or not to exploit them, to transfer them or not, to register them as trademarks, designs and models, patents and any other industrial or other property right.

12.2. Any unauthorized reproduction, even partial, of the Products and Services, Documents or other aforementioned media shall constitute an infringement of copyright. In particular, the customer is not authorized to copy, reproduce or counter-type our Products, prototypes, models or disclose the Documents to a third party without our authorization.

12.3. No transfer of intellectual property rights on the Documents, Products and Services and other aforementioned elements is granted to the customer. Under no circumstances may the customer exploit, transfer or register them as trademarks, designs, patents or any other industrial property rights. The customer may only be authorized, by our company and on a non-exclusive basis, to use said Products and Services solely for the purposes of using the Products and Services. The customer may not translate, adapt, arrange, copy and/or modify the Documents or the Products and Services.

Elements such as names, images, photographs, logos or any other distinctive signs present notably on our offers, quotations, invoices, prospectuses, website and social networks are also protected by intellectual property rights belonging exclusively to our company. Any unauthorized reproduction of our intellectual property rights would constitute counterfeiting.

The customer guarantees that requests for the conceptualization and manufacture of Products or the performance of Services, as well as any elements and documents supplied for such conceptualization, manufacture or performance, do not infringe the rights of third parties. The customer indemnifies our company against any claim, demand, action for infringement, liability, defamation, unfair competition, parasitism, invasion of privacy or eviction, which may be brought by a third party, concerning all or part of the Products and Services and/or the indications or documents supplied for their manufacture or realization. The customer shall be liable for any damages or penalties awarded against our company as a result of such a claim, demand or action, as well as any costs and fees incurred by us in our defense.

12.4. In accordance with Directive (EU) 2016/943 on the “protection of undisclosed know-how and business information” adopted by the European Parliament and the Council on June 8, 2016 (hereinafter the Directive), our company intends to protect, by means of business secrecy, its know-how, in particular with regard to the manufacture of Products and the performance of Services, which constitutes secret information insofar as it is known only to a restricted number of people and is not readily accessible to third parties.

Consequently, the customer undertakes to maintain absolute confidentiality with regard to all information and all aspects of our company's know-how of which it becomes aware during the negotiation or execution of orders with our company, in particular concerning the specifications of our Products and Services and the intellectual property rights attached to our Products and Services, packaging and commercial supports and, more generally, industrial, intellectual or financial information relating to our company and/or our Products and Services. The customer is responsible for the compliance of its employees, agents and managers with this obligation.

13. Force majeure

Our company shall not be held liable in the event of non-performance of its obligations due to force majeure. In addition to its legal and jurisprudential definition, force majeure includes any event beyond our control, such as strike, work stoppage or other industrial action by our staff or those of our suppliers or service providers, occupation of factories or premises, administrative decision or lack of authorization, interruption or delay in means of transport, inability to supply Products and Services, raw materials, parts or components, tooling accident, machine breakdown or consequences of a state of health emergency, or administrative closure of our facilities or those of our suppliers, notably for health reasons. Should we be unable to meet our obligations due to force majeure, we will inform the customer as soon as possible and may, depending on the circumstances, either cancel the order or suspend its execution, without the customer being entitled to claim compensation or cancel the order.

14. Jurisdiction clause

The present general terms and conditions and the contracts concluded in application thereof are governed by French law.

ALL DISPUTES TO WHICH THESE GENERAL TERMS AND CONDITIONS AND THE CONTRACTS OR OFFERS CONCLUDED IN APPLICATION THEREOF MAY GIVE RISE, CONCERNING THEIR VALIDITY, INTERPRETATION, PERFORMANCE OR TERMINATION, WILL BE SUBJECT, ACCORDING TO THE VALUE OF THE MAIN CLAIM (excluding costs of proceedings), TO ONE OF THE FOLLOWING JURISDICTIONS:

- disputes involving a principal claim of less than or equal to 200,000 euros excluding VAT, or concerning incidents of payment for our Products and Services, will be brought exclusively before the competent courts within the jurisdiction of our company's registered office;
- disputes involving a principal claim in excess of 200,000 euros exclusive of tax will be finally settled in accordance with the arbitration rules of the International Chamber of Commerce by one or more arbitrators appointed in accordance with these rules. The arbitration will take place in Paris (France), in the French language and under French law.

This attribution of jurisdiction will apply even in the event of emergency proceedings, multiple defendants, incidental claims or warranty claims.