

GENERAL TERMS AND CONDITIONS OF SALE

Herein after referred to as the “General Terms and Conditions”

1. Scope of application

1.1. The General Terms and Conditions are the basis of trade negotiations between COFIEM ELECTRONICS (herein after referred to as the “seller”) and any professional party located in continental France (herein after referred to as the “buyer”). All sales, deliveries and services rendered of any kind by the seller are subject to these General Terms and Conditions even if the application and/or content of such is not specifically stipulated or referred to in the terms of the offer, the order or the contract, both tacit and formal, which bind the buyer and the seller.

1.2. The General Terms and Conditions apply over all other conditions, in particular those of the buyer that may be cited unless consented to by the seller in writing. No specific or exemption provision contrary to the General Terms and Conditions shall apply without written consent from the seller.

1.3. The fact of not exercising at a given moment any one of the provisions stipulated in the General Terms and Conditions may never be interpreted by the buyer as a waiver by the seller to exercise such at a later date.

1.4. The ineffectiveness or nullity of all or part of the provisions stipulated in the General Terms and Conditions shall not undermine the validity of the other provisions which shall continue to apply, given that the ineffective or invalid provision would be replaced by a valid provision that matches the economy of the initial clause as closely as possible.

1.5. The General Terms and Conditions may be freely amended by the seller without prior notification or compensation. They shall be simply notified to the buyer by any means. They shall then apply to all orders of products or services rendered placed by the buyer after said notification, as the buyer is deemed in placing his order to have become fully aware of the new conditions and to have accepted them.

2. Sale / services offers, contract conclusion, order

2.1. The seller reserves the right to modify the characteristics of the products proposed for sale (new and refurbished) or to cease rendering services without prior notification, as the seller is never required to provide or deliver products modified or amended accordingly, nor any other product in light of its available stock with regard to both new and second-hand products, nor to propose specific services.

2.2. All offers to sell a product and all estimates relating to the provision of services correctly issued by the seller shall remain valid for a term of thirty (30) days with effect from receipt of such by the buyer, subject to stock availability and availability human and material resources. If during the said term the buyer fails to place the order or sign the estimate, the said offer is automatically null and void.

2.3. Regarding the sale of products, the offer shall stipulate whether said products are new (available or unavailable from stock) or second-hand (in the event that manufacture has ended) and refurbished by the seller.

2.4. For repair services, an estimate is sent by the buyer after a brief appraisal – by the seller – of the product for which reconditioning is requested. The estimate shall state for information purposes only, the feasibility of repair subject to all subsequent analyses in particular during the repair operation of defects or problems which cannot be repaired. If repair is deemed possible, the estimate shall also stipulate the related time frame and cost. Stated repair time frames are given as indications only. The seller may never be held liable if the time frame is exceeded given the possible complexity of said repair or the detection during such of one or more additional breakdowns or anomalies. Signature of the estimate including the statement “Bon pour accord” [“Approved”], along with a specific identification of the company (i.e., the buyer, see article 2.6) automatically results in unreserved acceptance of conditions stated therein.

2.5. With the exception of a specific agreement by the parties, the order or signature of the estimate with the statement “Bon pour accord” [Approved], along with the specific identification of the company (i.e., the buyer, see article 2.6) automatically results in acceptance of the General Terms and Conditions, acknowledgement that the buyer is fully aware of such and waiver of the buyer’s own purchasing conditions.

2.6. To be valid, the written order issued by the buyer must state for legal entities the name, legal status, head office address for delivery and invoicing and the exact and full description of the products which are requested to be purchased or repaired, along with their quantity and selected method of recovery (delivery or pick-up at the seller’s facility) and the name of the person in charge (contact). Should any of these items not be stated, the seller shall not be held liable under any circumstances for incomplete, erroneous or defective implementation of the order or service rendered.

2.7. All orders commit the buyer subject to written confirmation by the seller.

2.8. An order or a rendered service which is being fulfilled by the seller may be modified or cancelled only with the prior written consent of the seller. Said consent must stipulate the amount of the termination compensation and/or additional time frame arising from the said modification or cancellation to be valid. In the absence of valid consent issued by the seller, the product order shall be fulfilled in accordance with its terms and shall be settled by the buyer in full under the conditions stipulated in article 3 herein under. The rendered service shall be either interrupted with the seller reserving the right to invoice the buyer for time spent (which is formally accepted by the buyer) or shall result in a modification of the initial estimate.

2.9. The seller may suspend, delay or modify the implementation of any order or rendered service without prior notification or compensation in the event of force majeure, as well as in case of events ensuring that fulfilment of such is rendered impossible such as (and not limited to) strikes, fire, flooding, blocked communication channels, defective supply in products, raw materials, components or semi-finished goods, with the buyer waiving in each of said cases any right to compensation.

3. Price, costs for shipping, refurbishing and terms of payment

3.1. Unless otherwise stipulated, the price of products and rendered services is stated by the seller to the buyer in writing or is stipulated on the service estimate. Shipping costs are stated on all offers or estimates issued by the seller in addition to the price of products or rendered services.

3.2. Prices of products or rendered services are stated in Euros exclusive of taxes. They are subject to VAT at the current rate. They apply to all orders placed by the buyer and estimates accepted by such.

3.3. The seller reserves the right to amend its prices at any time without prior notification by simple written notification to the buyer in order to take account of inflation among others. If orders are placed after notification of new prices, the buyer is deemed to have tacitly accepted said new prices.

3.4. For all sales of products or rendered services not resulting in the pick-up of sold or repaired products at the seller’s factory, shipping costs are invoiced to the buyer in full.

3.5. An invoice is issued for each order. It is delivered after product delivery or pick-up. The payment of orders is carried as per the stipulations on the invoice:

- Either in advance and in full for (i) any first-time business, (ii) in the absence of coverage by a credit insurance organization and (iii) in the event of financial difficulties faced by the buyer (doubts on solvency, recovery proceedings, bankruptcy or receivership) without discounting
 - Or within forty-five (45) days at month’s end with effect from the issue date of the invoice.
- Payments are made by cheque or electronic bank transfer (with any bank charges to be met by the buyer).

3.6. All merchandise made available in our factory for pick-up is invoiced upon release for availability to the buyer.

3.7. In the event of failure to pay (in part or in full) an outstanding invoice, the seller reserves the right (cumulative options) after sending a registered letter with acknowledgement of receipt informing the

seller to (i) suspend any pending and/or subsequent delivery, (ii) revise all specific terms and conditions which may be granted to the buyer, (iii) demand immediate payment of all outstanding debts incurred by the buyer, which shall not entitle the client to compensation nor grounds for opposing such.

3.8. All payments by the buyer shall be allocated firstly to amounts with the longest outstanding date, even if said payment concerns the settlement of a valid order placed after previous orders not paid in full.

3.9. All unpaid amounts at the due date shall automatically result in payment by the buyer of penalties for overdue payment which are automatically outstanding on the day following the payment due date stated on the invoice. Said penalties are calculated at the legal rate of interest in effect and are increased by the fixed-rate recovery compensation which is not less than forty (40) euros. The compensation amount may be adjusted to take account of recovery costs incurred, where applicable.

3.10. Payments may not be suspended or be the subject of any compensation of any kind whatsoever under no circumstances without the prior, written consent of the seller. This applies even in the event of complaints by the buyer or the after-sales service in progress for a product or a rendered service.

4. Shipping, merchandise pick-up and time frames

4.1. Products ordered by the buyer or repaired by the seller are either shipped by carrier to the buyer or are picked up by the buyer from the seller's factory.

4.2. The pick-up must be formally specified when placing the order. It is carried out by the buyer within fifteen (15) days after the notification of availability issued in writing. Storage costs will be invoiced if this is not carried out.

4.3. Indicative time frames for the shipment of ordered or repaired products are stated on the order confirmation.

4.4. These shipment time frames are not contractually binding, but are given purely for information and indication purposes in that they are contingent on, among others, order quantities, accepted order modifications, the carrier, the order of arrival of orders, stock levels and other unforeseeable factors such as (and not limited to) strikes, disruptions of all kinds, delays in the delivery of raw materials and components required for the sale of products or for rendering services. Shipment time frame overruns (and even stock shortages) shall not result in damages nor in the cancellation of current orders or the suspension of payment of an order, as the seller is in no sense liable for failure to honour the shipping time frames referred to herein above, which the buyer formally acknowledges and accepts.

4.5. An order may be fulfilled in one or more shipments, which does not authorise the buyer to settle payment of the order or rendered service in part nor to suspend said payment.

5. Shipment of products – transfer of risks

The risk of loss, deterioration or destruction of delivered products is transferred to the buyer upon shipment of said products, even in part, even though the said buyer is not yet the owner of such in accordance with article 6 herein under.

6. Retention of ownership

Although the buyer incurs risks relating to shipped products on its own, said products remain the property of the seller until payment in full of their price by the buyer (price inclusive of taxes stated on the seller's invoice). This means that in the event of failure to pay by the buyer, the seller reserves the right to recover said products irrespective of where they are, with the amount paid as partial payment or advance payment remaining the property of the seller as compensation, but without undermining any entitlement to further compensation which may be requested by the buyer before the appropriate courts.

7. Complaints: non-compliance (error in description or quantity) or visible defects

7.1. All shipments shall be stipulated in a delivery note which the buyer must sign upon receipt of products. Signature of the transport receipt is deemed unreserved acceptance of the merchandise.

7.2. It is up to the buyer to check the products upon delivery and to issue any practical reservations to the carrier in accordance with the legal provisions in effect (specific reservations by registered letter with acknowledgement of receipt within 48 hours of receipt). If this is not done, complaints may not be addressed, even in the event of a subsequent complaint made directly to the seller.

7.3. Any product deterioration occurring during transportation is the liability of the carrier only, as the buyer waives all recourse against the seller for such.

7.4. Without prejudice to the measures to be taken with regard to the carrier, as stipulated above, complaints about a sub-standard shipped and ordered product or visible defect affecting the products must without fail be sent to the seller in writing within forty-eight (48) hours of receipt of the merchandise. After wish, no returned merchandise shall be accepted by the seller and no complaint can be taken into account with the hidden defect warranty which alone can be implemented.

7.5. In the event of a complaint to the seller, it is up to the buyer to provide all documentary proof concerning the sub-standard nature or observed visible defect. The buyer must allow the seller every facility to carry out an inspection.

7.6. No return can be carried out by the buyer without prior, written consent from the seller, which reserves the right to carry out a preliminary assessment of products claimed to be defective or sub-standard. No return shall be accepted in packaging and wrapping other than the original ones. In the event of a product return, a return slip must be drawn up by the buyer that must state the reason for the return and the number of the order or rendered service.

7.7. In the event of established sub-standard condition or visible defect, return costs must be met by the buyer.

7.8. Any complaint filed by the buyer under the conditions and according to the terms stipulated in this article shall not suspend payment of ordered products.

8. Extent of rendered repair services - warranties

8.1. The buyer is informed of the fact that repairs carried out by the seller entail restoring product standard operation taken individually and as stipulated by the manufacturer. Under no circumstances shall the seller attempt to take account of any installation of a product repaired by the buyer nor its integration in another appliance or system, nor more generally, the planned use by such.

8.2. Products which have been repaired by the seller or those sold by it after refurbishment (second-hand products) are eligible for a one-year warranty subject to:

- Normand, appropriate usage in compliance with their purpose
- Compliance with their characteristics and those of the appliance in which they are housed, where applicable
- Appropriate installation according to standard practice, including with regard to connection to another appliance / system or with other equipment
- The absence of interaction of any kind, including electrical and electronic, with other components or products on which the seller has not worked (in terms of the provision of products and repairs)
- Normal wear of the product in light of usage
- Regular and appropriate maintenance and service by qualified personnel.

The warranty is formally excluded in the event of:

- The absence of deterioration of the bar code affixed by the seller to the sold or repaired product
- Non-payment or partial payment of the product or rendered service by the buyer
- An intervention by the buyer or third party on the purchased or repaired product
- The appearance of a defect, breakdown or malfunction that is different from the one for which the seller carried out the repair
- The appearance of a malfunction relating to a hidden defect arising from the manufacture of the product, in which case the buyer should directly contact the manufacturer under the conditions stipulated in article 8.4 herein after.

The warranty does not apply to:

- Any disruption, accident, business interruption incidents attributable to the buyer or a third party

- The consequences of any negligence or imprudence by the buyer or the omission to fulfil any one of its contractual or statutory requirements
- Failure by the buyer to comply with its information requirement with regard to users of the risks incurred in the use of the repaired or purchased product.

8.3. Under no circumstances shall the seller's warranty exceed the price of the ordered product or service.

8.4. As products sold new by the seller are eligible in particular with regard to hidden defects to the manufacturer's warranty, the buyer undertakes firstly to contact the manufacturer directly, as any recourse against the seller can be allowed only as a subsidiary action.

8.5. All products subject to the seller's warranty shall be returned to the seller at the expense of the buyer.

9. Personal data protection

The processing of personal data by the seller complies with the provisions stipulated in the law concerning information technology, files and privacy dated 6 January 1987 in its currently applicable version and with the recommendations issued by the CNIL for retention period for data and their storage.

Furthermore, in accordance with articles 39 et seq. of the above-mentioned law, the buyer may obtain disclosure of his or her personal information and, where applicable, consult, correct or delete such by contacting the processing manager, Mr Laurent Mathieu, in writing at the address of the seller head office or via e-mail at the following address: mathieu@cofiem.fr

10. Competent court, law in force

10.1. The General Terms and Conditions are regulated by French law.

10.2. In the event of a dispute arising from the interpretation or implementation of their agreements, the parties shall strive to arrive at an amicable settlement before any litigation and shall accordingly share all the items required. In the event of failure to achieve an amicable settlement within a maximum term of one (1) month, all disputes between the seller and the buyer arising from the application of the interpretation of the General Terms and Conditions, the passing or fulfilment of an order or service shall be referred exclusively to the courts with jurisdiction over the location of the head office of the seller.