



# General Terms and Conditions of Contracts and Delivery for the Procurement of Products and Services in Business Transactions with Companies of LAP France SAS

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## 1. Purpose

These General Terms and Conditions apply to all product sales and services delivered by LAP FRANCE SAS (hereinafter referred to as the 'Vendor') to any co-contracting party (hereinafter referred to as the 'Customer') operating within the scope of its professional activity.

Any order placed entails the Customer's unreserved acceptance of these General Terms and Conditions. The Vendor shall not be bound by any overriding clause featuring within any of the Customer's documents unless by prior written agreement on the part of the Vendor.

## 2. Validity of Quotations

Vendor quotations are not binding until they have been established in writing. Vendor quotations are valid for the time period indicated on the quotation, and for a maximum of 2 months, unless a subsequent cancellation is made prior to receipt of a Customer's order.

## 3. Modification of Products, Instructions and Advice

The instructions supplied by the Vendor with regard to an item or service to be delivered (e.g. weight, dimensions, use value, tolerance, technical data, symbols and numbers) as well as the descriptions of these (e.g. drawings and illustrations) are of an indicative nature only, unless they are satisfying a specific purpose determined within the contract. These indications do not represent guaranteed quality characteristics, but, on the contrary, are delivery descriptions or specifications. Standard variations and those resulting from legal requirements or technical improvements, as well as the replacement of components with equivalent parts, are permissible so long as they do not affect the use of the equipment for the purposes specified within the contract.

The Vendor reserves the right, at any time and without prior notice, to modify the technical features of products which appear for information purposes only in catalogues and leaflets, on price lists, and in technical and commercial documents of any kind.

The Customer must ensure that the products ordered are appropriate for its needs. As such, any indication concerning adaptation of the chosen product and its methods of use are only an approximation and are not guaranteed.

If the Vendor indicates a maintenance period within its quotation, this indication is given as a recommendation only, given that local circumstances or Customer demands may necessitate the extension of this time period.

If the Vendor needs to extend the period needed for maintenance beyond the specified number of days for a reason other than at the request of the Customer, the Vendor shall inform the Customer of this at the earliest possible opportunity.

The Vendor reserves the right to the property and copyrights of all offers and quotations as well as drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents and resources which it makes available to the Customer. At the request of the Vendor, the Customer must return the aforementioned documents and information to it, irrespective of their form, and must destroy any copies which may exist, particularly if negotiations between the parties have not led to the signing of a contract.

## 4. Order Confirmation

Orders submitted by the Customer to the Vendor are not final until they have been confirmed in writing by the Vendor.

## 5. Order Amendment and Cancellation

An order may not be cancelled or amended after the Vendor has issued the order confirmation, unless the Vendor agrees this in writing. In the event of cancellation or amendment of an order which has been expressly agreed by the Vendor, the Vendor may ask the Customer for compensation of all costs already incurred and any resulting direct or indirect losses.

## 6. The Customer's Use of the Product

If the product delivered includes software, the Customer is granted a non-exclusive right to use the software in an unmodified state, in any place and at any time, but only in respect of its use with the delivered product into which the software has been installed or for which it is intended and, in the case of third-party software, only within the scope of the terms of the licence from the third-party software supplier.

## 7. Prices

Products and services are sold at the prices shown in the Vendor's catalogue which is current at the time of placing an order, or at the prices agreed in writing with the Vendor. Prices are net exclusive of VAT, ex works, in Euros and without discounts or rebates.

## 8. Packaging, Transportation and Insurance

Packaging is included in the sale price and is not charged additionally.

Unless otherwise stated, all products will be despatched from the Chanteloup en Brie facility for deliveries within France and will be FOB for export.

Transportation is at the Customer's own expense and risk, and it is his responsibility to file any claims against the haulier, if necessary. The Vendor will arrange the transport. The despatch method and the packaging are freely chosen by the Vendor in accordance with its obligations.

If despatch is delayed at the Customer's request or through the fault of the Customer, including delayed payment, the Vendor reserves the right to store the products at the Customer's expense and risk. In such circumstances, the products shall be considered as having been provided to the Customer.

Despatched products are not insured by the Vendor against theft, breakage or losses related to transportation, fire, water or other hazards. If the Customer wishes for products to be insured for transportation, it must accept responsibility for the corresponding costs.

## 9. Transfer of Risk

Notwithstanding the clause relating to retention of ownership, the risk is transferred to the Customer when products are made available to the Customer in our factory, prior to being loaded onto the vehicle for despatch.

## 10. Delivery Timescales

The delivery timescales indicated in the Vendor's quotation will run from the moment the Vendor provides confirmation of the order and are subject to the Vendor having received all payments or advances due from the Customer, the Vendor having himself received on-time delivery from his own suppliers, and all details for fulfilment of the order having been specified by the Customer.

Delivery delays relating to these indicated timescales shall not, under any circumstances, justify the cancellation of an order, nor may they give rise to penalties or compensation.

When, exceptionally and contrary to that which is indicated in the first paragraph, the Vendor expressly commits to the Customer that it shall adhere to a certain delivery date, the Vendor reserves the right, in the event of delayed payment from the Customer, to postpone the delivery on account of the delay, plus a reasonable recovery period.

In an event of force majeure as outlined below, the delivery timescale will be extended for the duration of the impediment, plus a reasonable recovery period. The Vendor shall inform the Customer of the beginning of the impediment and the provisional duration of it at the earliest opportunity.

When the impediment lasts for more than 3 months, the Vendor and the Customer are free to cancel the sale in question.

Partial deliveries are permitted.

## 11. Customer Receipt of Products and Services

The Customer shall take responsibility for informing the carrier of any damage or partial loss of a product delivered, within the timescales prescribed by law.

If the Customer fails to take delivery of products within the specified timescale, it shall be liable for the costs and risks of storage.

After having issued a written formal notification unanswered for 1 month following its receipt by the Customer, the Vendor may, at its own discretion, cancel the sale and/or seek damages. In this scenario, the Vendor reserves the right to seek damages fixed in the sum of 10% of the value of the order concerned, without having to prove the existence of injury, except where the Customer demonstrates that the injury is to a value lower than the aforementioned fixed 10% sum.

The Vendor's right to seek lump-sum damages does not affect the Vendor's ability to seek damages to the actual cost incurred.

When the Vendor supplies a service to the Customer, the Vendor and the Customer establish a proof of delivery (known as 'acceptance') confirming final unreserved receipt of the Vendor's services in accordance with the contractual specifications.



When the Customer expresses reservations about the services delivered by the Vendor, the Vendor and the Customer have a period of 30 days to check the irregularity indicated and to remedy it, where appropriate. During this period, the Customer cannot withhold payment for the service, nor may it claim compensation of any kind. The lifting of reservations will be noted on a proof of delivery ('acceptance').

## 12. Payment Terms and Conditions

Vendor invoices are payable to its head office, in full and without discount, irrespective of the payment method used by the Customer, even in the event of the Customer's unilateral decision to make early payment.

Unless otherwise agreed, invoices are payable 30 days after date of invoice and by the payment methods indicated on the invoice. 'Payment' means the irreversible receipt in full on the part of the Vendor of the amount due from the Customer.

Any overdue payment, irrespective of the reason, shall become immediately payable and shall legally incur late-payment penalties in the sum equal to three times the current legal interest rate. Furthermore, a lump sum will be due for recovery costs in the sum of 40 Euros. If recovery costs are in excess of this amount, the Vendor reserves the right to claim compensation. In the event of late payment or failure to adhere to the payment terms and conditions set out above, the Vendor reserves the right to suspend the delivery and/or fulfilment of orders in progress, to cancel them and to seek, by way of formal notice, immediate payment of all debts, even those which are not overdue, and to claim damages from the Customer.

The Customer may not deduct credit notes, penalties, rebates or costs of any nature from the invoice payment, even if the Vendor has not been in a position to verify the accuracy of the corresponding grievance. If a deterioration in the Customer's financial position is recognised, the Vendor reserves the right to review the payment terms and conditions previously agreed with the Customer. Moreover, the Vendor reserves the right to only deliver products that are the subject of the contract in return for advance payment or the provision of a deposit, if, following conclusion of the contract, circumstances are drawn to its attention which raise serious questions about the Customer's solvency, and which also put the Vendor's contractual receivables at risk.

## 13. Complaints

Products sold are deemed free of defects upon delivery to the Customer, unless the Customer informs the Vendor of any such issue in writing within 12 working days of delivery.

In the case of hidden defects, a complaint must be raised to the Vendor in writing within 12 working days of discovery of the defect. It is the responsibility of the Customer to provide all documentary proof of the existence of the alleged defects. No complaint will be considered after the claim deadline.

In the case of service provision, the conformity of services cannot be contested after the proof of delivery ('acceptance') has been signed.

## 14. Warranty

Products delivered by the Vendor are warranted for a period of 12 months following delivery, under the terms and conditions of this article.

At the Vendor's request, a product that is the subject of a complaint must be returned to the Vendor at the Customer's expense, so that the Vendor may examine the item. The purchaser is prohibited from interfering with the equipment or allowing a third party to attempt to repair it.

At the Vendor's discretion, the warranty is strictly limited to the refurbishment or replacement of defective parts within a reasonable timescale, without compensation of any kind. The repaired product or replacement product will be delivered by the Vendor to the billing address indicated on the invoice that was issued when the product was purchased (in mainland France), and shall not involve delivery to another address.

The warranty does not cover normal wear and tear, faults resulting from the Customer's failure to adhere to the directions provided for storage or use of the product supplied, or faults resulting from the modification, repair or refurbishment of the product by the Customer or by a third party.

## 15. Retention of Ownership

All products remain the exclusive property of the Vendor until they have been paid for in full by the Customer. Retention of ownership does not affect the transfer of risk as specified above.

If the Customer defaults in payment of even a fraction of the price by the agreed deadline, the full cost will become payable without delay and the Vendor may informally demand the return of its products at the Customer's own expense and risk. In relation to payment, the value of the goods recovered is off-set against the outstanding balance due. The recovery does not in any way affect the Vendor's right to seek remedy for losses suffered due to payment default.

Until ownership is transferred to the Customer, he must take care of the product and ensure, at his own expense, that it is kept in brand new condition and is protected against any damage due to fire and water, theft or any other loss, vandalism and the interference of foreign bodies. The Customer must carry out, at his own expense and in good time, any maintenance and inspection work which may be necessary.

Without prior agreement of the Vendor, the Customer may not pledge or transfer delivered products as collateral.

In the event of resale of equipment prior to it having been paid for in full, the Vendor is entitled to claim all or part of the price of the equipment delivered from the sub-purchaser in possession of it.

In the event that the Customer discontinues payment, he will not be authorised to accept payment in full or in part for the resale price of the equipment that is the subject of retention of ownership. In this scenario, only the Vendor is entitled to receive all or part of the price of that which is in the hands of the sub-purchaser.

It is the Customer's responsibility to ensure that products which are the subject of retention of ownership must still clearly bear the identification marks attached by the Vendor.

The Client must immediately inform the Vendor of any seizure, requisition or confiscation of any products supplied to the benefit of a third party and must take all appropriate measures to safeguard the Vendor's rights of ownership. If the third party is not in a position to be able to pay the Vendor the judicial or extrajudicial fees incurred, the Customer shall become responsible for them if the pledging or third-party involvement is attributable to it. The Customer undertakes, in the event of safeguarding, insolvency or compulsory liquidation proceedings, to actively participate in the creation of a statement of equipment in its inventory to which the Vendor may claim ownership. If the Customer fails to do this, the Vendor is then authorised to make an inventory by way of a bailiff's report at the Customer's expense.

In the event of loss, destruction or damage to the products sold that are subject to retention of ownership, the Customer must immediately inform the Vendor, and at the request of the latter, the Customer must make all documents available to the Vendor which relate to the damage suffered to the equipment, and particularly the expert assessment. The Customer must communicate the insurance in place and, at its discretion, provide either the insurance certificate or the guarantee certificate from the insurer.

## 16. Termination/Forced Execution

In the event of the Customer's failure to adhere to any one of its obligations, the Vendor may freely demand forced execution or termination of the contract, without needing to provide advance formal notification. The Vendor may also recover the products delivered and seek damages as remedy for losses suffered and, in respect of this, may retain any monies already paid by the Customer.

## 17. Terms and Conditions for Product Returns

Any item returned following a claim concerning product quality must have the prior written agreement of the Vendor. In the absence of such an agreement, any returned item will be kept available for the Customer at its own risk, and the Customer will be responsible for any costs for transport, storage and handling. Items returned to the Vendor's head office travel at the expense and risk of the Customer and must be accompanied by the return authorisation, otherwise they will be refused and returned back to the Customer. Returned items must not, for any reason whatsoever, have suffered any deterioration. The Customer must not have made any modifications to the products.

## 18. Responsibility

The Vendor's responsibility in respect of the obligations within these General Terms and Conditions shall not apply if non-fulfilment of its obligations can be attributed to a third party, even if foreseeable, to the fault of the Customer, or if an event of force majeure occurs such as that specified hereinafter. The Vendor only has a liability towards the Customer in the event of gross negligence or wilful misconduct on the part of the Vendor or on the part of its agents. The Vendor is not liable in the event of improper, careless or inappropriate operation or use of products delivered, non-compliant or inappropriate assembly, the use of unsuitable replacement parts, unsuitable installation conditions or failure to service and maintain the items. The Vendor is not liable for worn parts or consumables. This is to the exclusion, within the limitations of legal provisions, of the guarantee for hidden defects and the guarantee based on liability for defective products as set out in Article 1386-1 and in accordance with the Civil Code. In any event, products which have a recognised fault shall only be liable for replacement or refurbishment, as the Customer chooses, to the exclusion of any compensation for any reason. The Vendor's liability is, nevertheless, limited to damages which have been determined, or which may be determined, before the end of the contract and, in any event, is limited to the price of the products that are the subject of the contract. The Vendor's liability does not apply to indirect damage such as operating losses or the loss of turnover, production, profits, opportunity, customers, or income, damage to image or reputation or, more generally, commercial damage.

With regard to the Vendor's service provision, the Vendor's obligation in respect of these General Terms and Conditions is an obligation of means. The Vendor shall not be held responsible for possible damage, including that caused by third parties, resulting from a delivery extension to the service provided by the Vendor, and the Customer shall bear sole responsibility for any financial consequences, except if the extension is attributable to the Vendor.

## 19. Force Majeure

Any event of force majeure and any occurrence of lock-out, strike, total or partial stoppage of work at the Vendor's premises or that of its suppliers, epidemic, war, revolution or unlawful actions, expropriation, fire, flooding, machinery accidents, rejection of parts during manufacture, disruption to the supply of energy or raw materials, transport interruptions or delays, or preventive legal or administrative measures which restrict or delay the manufacture or import of parts, with this list not being exhaustive, may correspondingly shut down, limit or suspend the Vendor's obligations in respect of the sale and delivery of products ordered.



## 20. Intellectual Property

The transfer to a third party of plans, models, samples, specifications, instructions, tools and other objects made available to the Customer, or the reproduction of them, in full or in part in any way whatsoever, is prohibited without the Vendor's prior written authorisation. The Customer commits that it shall not use the above in any way that is likely to affect the intellectual property rights of the Vendor and manufacturer. The Vendor is free to reproduce, use and, if necessary in order to satisfy an order, transmit the following to third parties: plans, models, samples, specifications, instructions, tools, measurements, weights and other similar details made available to the Customer.

## 21. Third-Party Rights

The Vendor guarantees that the products delivered do not contravene any intellectual property rights or any copyright belonging to a third party. Each co-contractor must immediately inform the other party in writing if legal action is taken against it. In the event that the subject of a contract contravenes the intellectual property rights or copyright of a third party, the Vendor may, at its discretion and at its own expense, modify or replace the product in such a way so that it no longer contravenes the rights of third parties, whilst ensuring that the product still fulfils the purpose agreed within the contract, or by obtaining a third-party usage licence for the benefit of the Customer. If the Vendor does not achieve this within a reasonable timescale, the Customer is entitled to terminate the contract or proportionately reduce the purchase price. Any request for damages lodged by the Customer in respect of this are subject to the limitations stated in Article 17 of these General Terms and Conditions of Sale.

## 22. Personal Data, Confidentiality

The Customer acknowledges that the Vendor records data derived from the contractual relationship for data processing purposes and reserves the right to convey the data to third parties (e.g. insurance companies) insofar as this is necessary in the context of contract fulfilment. Unless otherwise agreed in writing, the Customer retains the intellectual property rights to any data it submits to the Vendor. In the event of legitimate interests (e.g. when the Customer asserts a claim against the Vendor's guarantee because of a fault), the Vendor, or a third party appointed by it, is authorised to view the operational data for the product and to access the related documentation. The Customer and the Vendor are not authorised to exploit or communicate to third parties the confidential commercial or industrial information of the other party, of which it becomes aware during the course of their business relationship, without the other party's prior consent, unless this commercial or industrial information is accessible to all or its disclosure is required by law. This confidentiality obligation shall continue to apply after the end of the contract.

## 23. Export Control

The export of certain products may be subject to authorisation, e.g. due to their nature, their destination, or their end destination. The Customer is obliged to strictly comply with the regulations on export and embargo applicable to these products. The Customer shall undertake to obtain the required authorisations or national registrations and to adhere to obligations concerning the labelling and provision of information relating to the products. If the above checks and actions are not undertaken, use of the Vendor's products will be prohibited. The Customer commits that it shall indemnify the Vendor for any damages resulting from a breach of the obligations mentioned within this article.

## 24. Limitations

Any action against the Vendor shall lapse after 12 months, starting from the day the Customer becomes aware or is made aware of the existence of a defect within the products or services sold.

## 25. Applicable Law and Allocation of Jurisdiction

These General Terms and Conditions and any contract between the Vendor and the Customer are governed by French law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods. The parties shall attempt to settle their differences amicably before having recourse to the Court. In the event of failure to reach an amicable agreement, it is expressly agreed that any dispute arising between the parties regarding the formulation, fulfilment or breach of contracts entered into pursuant to these General Terms and Conditions shall fall within the sole competence of the Paris courts, even in the case of third party claims or multiple defendants.

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