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GENERAL TERMS AND CONDITIONS OF SALE

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E+E Elektronik France SARL, 47 Avenue de l'Europe, F-92310 Sevres

1 Application of the General Terms and Conditions of Sale - Enforceability of the General Terms and Conditions of Sale

These general terms and conditions of sale (hereinafter referred to as "GTCS") shall apply irrespective of the Buyer's general terms and conditions of purchase, even if the Seller has executed the customer's order with full knowledge of the Buyer's general terms and conditions of purchase. Any change of the terms of the order shall only be accepted if it is agreed in writing. Consequently, placing an order implies the Buyer's full and unreserved acceptance of these GTCS to the exclusion of all other documents, such as leaflets and catalogues, issued by the Seller and which are only indicative. The fact that the Seller does not avail itself at a given time of these GTCS may not be interpreted as a waiver of the right to avail itself of any of the said conditions at a later date. These GTCS are only valid for natural or legal persons who contract in the context of their professional activity.

2 Order

Orders shall only be binding when they are accepted in writing. If the order differs from the offer, it shall only be effective to the extent of such express acceptance by the supplier under Article 1118 of the French Civil Code. The Seller shall only be bound by orders from its representatives or employees subject to written approval. Acceptance may also result from the dispatch of the products. The Buyer retains the right of ownership and use of the specifications, plans and other documents, which may not be disclosed or made accessible to third parties. They may only be passed on to third parties with the supplier's prior written agreement. Plans submitted with quotations and other documents shall be returned without delay at the Seller's request if the order is not placed. Orders older than one year shall not be accepted.

3 Modification of the Order

Any modification or cancellation of an order requested by the Buyer may only be considered if it is received in writing before the products are shipped. If the Seller does not accept the modification or cancellation, advance payments may only be refunded in goods.

4 Price

Products shall be supplied at the prices in force at the time of the order and as communicated to the Buyer in advance. In the case of a single agreement or framework agreement, the supplier may change the price by applying its current tariff, per Article 1164 of the French Civil Code. Prices are exclusive of tax, without installation or assembly; unless otherwise specified, warehouses, postage, and packaging charge extra. The application of Article 1223 of the French Civil Code relating to the right of partial acceptance of the price is expressly excluded. The Buyer also waives the right to request the judge to revise or terminate the contract in the event of a change in circumstances unforeseeable at the time of the conclusion of the contract that would make the execution of the contract excessively onerous, pursuant to Article 1195 of the French Civil Code.



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5 Retention of Title

THE TRANSFER OF TITLE OF THE PRODUCTS SOLD SHALL BE CONDITIONAL ON FULL PAYMENT OF THE PRICE BY THE BUYER (PRINCIPAL, ACCESSORIES AND ANY INTEREST). SHOULD A DEADLINE OR ANY CONTRACTUAL OBLIGATION NOT BE MET, THE SALE SHALL BE TERMINATED AS OF RIGHT WITHOUT NOTICE IF THE SELLER SEES FIT, AND THE SELLER MAY TAKE BACK THE PRODUCTS IMMEDIATELY AND WITHOUT ANY PARTICULAR FORMALITY, WITHOUT PREJUDICE TO ANY DAMAGES. AFTER RESTITUTION OR RETURN OF THE SAID PRODUCTS SOLD UNDER RETENTION OF TITLE, THE SELLER SHALL BE ENTITLED TO RESELL THEM; THE SUMS OWED BY THE PURCHASER, AND ALL THE COSTS INCURRED BY THE RETURN AND TRANSFER OF THE GOODS SHALL BE DEDUCTED FROM THE PROCEEDS OF THIS TRANSFER. ALL COSTS AND EXPENSES CONNECTED WITH THE RETURN OF THE GOODS OR THE RECOVERY OF THE SELLER'S CLAIMS OR THE INTERVENTION OF A THIRD PARTY SHALL BE BORNE BY THE BUYER. IN THE EVENT OF DAMAGE TO THE GOODS RETURNED, THE SELLER SHALL BE ENTITLED TO DEMAND PAYMENT OF COMPENSATION TO COVER THE COSTS OF REPAIRING THE DAMAGED GOODS. THE BUYER SHALL BE ENTITLED TO RESELL THE GOODS SUBJECT TO RETENTION OF TITLE IN THE NORMAL COURSE OF BUSINESS. IN SUCH CASES, THE BUYER SHALL INFORM THE SUB-PURCHASERS THAT THE SAID MACHINES ARE SUBJECT TO A RETENTION OF TITLE CLAUSE AND NOTIFY THE SELLER OF THE TRANSFER SO THAT THE LATTER CAN EXERCISE ITS RIGHTS OR MAKE A CLAIM ON THE RESALE PRICE AGAINST THE SUB-PURCHASER UNDER ARTICLE L 624-16 OF THE FRENCH COMMERCIAL CODE. THE BUYER SHALL, IN THESE CASES, COMMUNICATE TO THE SELLER ON REQUEST THE NAMES, ADDRESSES AND THE AMOUNT STILL DUE BY THE SUB-PURCHASERS.

6 Conditions of Payment

Invoices are payable to the address indicated on the invoice. For all first orders, payment at the time of order may be required. For all orders, a down payment of 30% may be requested. Our payment terms are from the invoice date, within 30 days for supplies and services.

7 Time of Delivery

- 7.1. Delivery shall be made either by handing over the product directly to the customer, by notification of readiness for dispatch or by delivery to a forwarding agent or carrier at the Seller's premises or the offices of E+E Elektronik France SARL.
- 7.2. When the products are made available to the Buyer, the latter shall collect them within fifteen (15) days from receipt of the notice of the availability of the goods. After this period and in the absence of collection, the Seller shall give the Buyer a formal notice, by registered letter, to collect the goods, setting an additional collection period. If, after this period, the goods are not collected, the Seller shall, at its discretion: either terminate the sales contract in writing or dispose of the goods freely. In this case, the Seller also reserves the right to claim damages - or claim payment from the Buyer of the costs of return or storage in addition to the purchase price of the goods.
- 7.3. The transfer of risks on products, even in the case of a sale agreed free of charge, takes place as soon as they are dispatched from the warehouses, the transfer of possession entailing the transfer of risks. It follows in particular that the products travel at the risk of the Buyer, who shall be liable for making any reservations or exercising any recourse with the carriers responsible in the event of damage, loss, or shortages. Furthermore, the Buyer shall assume the part not covered by the transport insurance in the event of loss, theft, or destruction of the designated goods.



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- 7.4. The delivery period is the one agreed upon in writing by us. Compliance with deadlines implies compliance with the agreed payment terms and other obligations. Delivery times are stated as accurately as possible but shall be subject to the availability of supplies and our transport. Exceeding the delivery period shall not give rise to any claims for damages, deductions, or cancellation of orders. If, however, the product is not delivered two months after a formal notice is issued for any reason other than force majeure, the sale may be cancelled at the request of either party. The purchaser may then obtain the return of its down payment, excluding any other compensation or damages.
- 7.5. The Seller reserves the right to make partial deliveries.

8 Force Majeure

Force majeure occurs when an event beyond the supplier's control, which could not be foreseen at the time of the conclusion of the contract and the effects of which cannot be avoided by appropriate measures, prevents the performance of its obligation. If the circumstance is temporary, the performance of the obligation shall be suspended unless the resulting delay justifies the termination of the contract. If the circumstance exceeds one month, the parties shall consult each other as soon as possible to review the evolution of the contract in good faith. If the circumstance is final, the contract shall be terminated as of right if the supplier sees fit.

Without this list being exhaustive, it is expressly agreed that the following events, in particular, are considered to be cases of force majeure: - natural disasters, - earthquakes, storms, fires, floods, etc., - armed conflicts, wars, attacks, - labour disputes, total or partial strikes at the supplier or customer, - labour disputes, complete or partial strikes at suppliers, service providers, transporters, post offices, public services, etc., - imperative injunction of public authorities (import ban, embargo), - operating accidents, machine breakdown, explosion, - pandemics or epidemics and resurgence of endemic infections, states of security and health emergency, - supply restrictions resulting from the above events, - supplier shortage. The Parties shall inform each other, without delay, of a case of force majeure which, in their opinion, is likely to affect the performance of the contract.

9 Reception

As the goods travel at the Buyer's risk, the latter shall, in the event of damage or shortage, make all necessary observations and express any reservations by registered letter with acknowledgement of receipt to the carrier within 3 days of receipt. Without prejudice to the measures to be taken concerning the carrier, complaints about visible defects or the non-compliance of the product delivered with the product ordered or the dispatch note shall also be made by registered letter with acknowledgement of receipt within 48 hours of the arrival of the products. In this respect, the Buyer shall check the quality, quantity and references of the goods and their compliance with the order. After this period, no complaint may be considered by the Seller. If the Buyer intends to take legal action, the latter must do so within one year of delivery. Failing this, the Buyer's action shall be time-barred after this period. The Buyer bears the burden of providing evidence as to the reality of the defects or deficiencies observed. The Buyer shall allow the Seller every opportunity to proceed with the observation of these defects and to remedy them. The Buyer shall refrain from intervening or having a third party intervene to this end. The product with a recognised lack of compliance, reported within the period mentioned above, shall be replaced, or repaired, at the Seller's discretion, to the exclusion of any compensation on any grounds whatsoever.

10 Warranty

New products are guaranteed against hidden defects in the goods for two years from delivery, provided the products are returned to the Seller's workshops with the latter's prior agreement before the expiry of the warranty period. The return of the product is at the Buyer's expense and risk. Any product returned without respecting these provisions shall not give rise to a credit note and shall be left at the Buyer's disposal for 30 days. The Buyer shall bear the risks. After 30 days, the Seller shall



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dispose of the goods freely, without prior notice. The warranty resulting from hidden defects is limited, at the Seller's discretion, to the repair or replacement of products affected by a defect, to the exclusion of any other compensation, on any grounds whatsoever. Replaced parts become the property of the Seller. Defects and deterioration caused by natural wear and tear or by an external accident (defective maintenance, abnormal use, etc.) or incurred by a modification of the product not foreseen or specified by the Seller are excluded from the warranty. Likewise, the warranty shall not apply to apparent defects, which the purchaser must invoke under Article 8. Finally, should the customer integrate the goods delivered into a set, the Seller shall not be liable for defects arising from the set's design or the customer's failure to comply with the recommendations for using the goods sold. The Buyer may only benefit from the warranty if the latter notifies the Seller by registered letter with acknowledgement of receipt within 48 hours of discovering the defect. No warranty shall be due if the goods were modified without the prior written agreement of the Seller or even if they were repaired or maintained by persons not authorised by the Seller. The warranty conditions apply to after-sales service products and repairs for a maximum period of 2 months and only for the repaired items.

11 Liability

In no case shall the Seller's commitments under the contract exceed the amount exclusive of tax of the sums received under the sales contract. More generally, the Seller shall not be held liable for any immaterial damage such as loss of profits, loss of production, etc., caused to the Buyer. It is expressly agreed that any claim for damages resulting from damage to the Buyer's business assets based on product liability is excluded. The Buyer waives all claims against the Seller for compensation for the financial consequences of any damage caused to third parties and shall indemnify the Seller against all claims by third parties directly or indirectly related to the execution of the contract. In the case of prototypes or pre-series articles, the user shall take all necessary precautions for testing and assembly. The user shall verify the proper functioning and safety of the installation through appropriate tests. The customer shall ensure that this device is not used in production equipment. The risks associated with using such equipment shall be solely the customer's responsibility. Any application of Article 1222 of the French Civil Code concerning the customer's right to enforce the obligation itself is expressly excluded.

12 Payment Terms – Delay or Default

In the event of overdue payment, the Seller may suspend all orders in progress without prejudice to any other remedy. Any sum not paid on the due date shall automatically and without prior notice give rise, under Article L 441-6 of the French Commercial Code, to overdue payment penalties at the interest rate applied by the E.C.B. to its most recent refinancing transaction, plus 10 percentage points, although the rate applied may not be less than three times the legal interest rate. The interest shall run from the day after the due date until payment, without any reminder being necessary. In addition to these penalties, a fixed compensation for collection costs of €40 shall be payable under Articles L.441-3 and L.441-6 of the French Commercial Code. In the event of non-payment, forty-eight hours after a formal notice that has remained unsuccessful, the sale will be terminated as of right if the Seller sees fit. The latter may request, in summary proceedings, the return of the products, without prejudice to any other damages. The cancellation shall affect not only the order in question but also all previous unpaid orders, whether they were delivered or are in the process of being delivered and whether or not payment is due. In all the above cases, the sums due for further deliveries or any other reason shall become immediately payable if the Seller does not opt to cancel the corresponding orders. The Buyer waives its rights under Article 1220 of the French Civil Code and, consequently, its right to suspend the payment of the price if it considers that it is evident that the Seller will not perform on the due date and that the consequences of this non-performance would be sufficiently severe for the Buyer. Under no circumstances may



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payments be suspended or offset without the Seller's prior written agreement. Any partial payment shall first be applied to the non-preferential part of the debt, then to the sums that are due the earliest.

13 Jurisdiction - Dispute

FOR ALL LITIGATIONS OR DISPUTES RELATING TO THE ORDER'S EXECUTION, THE COMPETENT COURT AT THE SELLER'S HEADQUARTERS SHALL HAVE SOLE JURISDICTION. SUBJECT TO SPECIFIC CONTRACTUAL PROVISIONS OR PUBLIC POLICY, ONLY FRENCH LAW IS APPLICABLE, TO THE EXCLUSION OF ANY OTHER LEGISLATION, IN PARTICULAR THE UN REGULATIONS ON THE INTERNATIONAL SALE OF GOODS.

The customer acknowledges having read the general terms and conditions of sale and accepts them:

In _____ on _____

Seal and signature of the client