

## Article 1: Scope of application

**1.1** These Terms and Conditions cover all sales, provision and return of materials and software by POLYTEC FRANCE, hereafter PF. Except in the case of a special agreement, established in writing, any order placed by the CLIENT implies the CLIENT's full and total acceptance of these Terms and Conditions of Sale (T&C) and the CLIENT's waiving of any counter stipulations present in any Terms & Conditions of Purchase the CLIENT may otherwise have.

**1.2** Any dispensations granted to the CLIENT by PF, even if granted repeatedly, remain an exception and do not constitute a novation.

**1.3** The information provided in the catalogues, manuals and lists is purely advisory, and PF reserves the right to alter them at any time without prior notice, due to technological changes or economic conditions.

## Article 2: Pricing proposals and orders

**2.1** PF's pricing proposal: PF's pricing proposal will be sent to the CLIENT for approval, and the CLIENT will have 30 days to respond, bearing in mind the fact that PF reserves the right to modify the pricing during this period in response to fluctuations in the US Dollar, or any other variable (time frames, availability, etc.).

**2.2** CLIENT approval: the order will be logged by PF only once PF has received written confirmation of approval of the pricing proposal.

**2.3** Order confirmation by PF: confirmation of the order only occurs once PF has acknowledged receipt of the order. This acknowledgment of receipt amounts to the definitive order confirmation.

**2.4** Cancellation of an order: orders cannot be cancelled without prior written agreement from PF. In the hypothetical case of an order being cancelled by the CLIENT without prior written agreement from PF, PF will be entitled to demand full payment of the purchase price from the CLIENT.

**2.5** All orders must carry a minimum value of 500 Euros pre-tax.

## Article 3: Terms of payment

**3.1** Down payment: Any new CLIENT wishing to purchase a product from the PF range must pay PF, depending on the total sum, 100% of the order or, as a down payment, a percentage of the pre-tax order total (as defined in the pricing proposal on a case-by-case basis). In the case of specific contracts with a long-standing PF CLIENT, a down payment may be requested by PF at the end of an agreement with the CLIENT.

**3.2** Payment: The net payment must be made according to the terms of payment set out in PF's pricing proposal. Late penalty fees may be applied, at a rate of 10% plus the 0.75% intervention rate of the European Central Bank, i.e. a rate of 10.75% for any payment which takes place over thirty days after the invoice date.

**3.3** Delays in payment: Any delay in payment may result in the delivery of any other material as well as the access to any technical support from PF being suspended. Unless payment is made within the time limits set out, a formal warning may be issued, followed by legal proceedings being undertaken. Flat-rate charge for recovery fees in the case of a delay in payment: €40.

## Article 4: Delivery

**4.1** Place of delivery: The delivery takes place at the address provided on the order. Any change to this address may result in supplementary fees being charged to the CLIENT.

**4.2** Delivery method: PF shall freely determine the best delivery method for the material ordered. Any specific delivery carried out at the request of the CLIENT will be invoiced by PF.

**4.3** Delivery times: The delivery times cited by PF in the pricing proposal are purely advisory and in no way constitute a guarantee, meaning that delivery beyond this date does not constitute a ground for direct or indirect liability on the part of PF.

**4.4** Any claims concerning the quality of the goods delivered by PF shall, in order to be considered and enable the application of provisions in article 6.4, be made in written form at the latest 7 days after the delivery date.

**4.5** Claims concerning shipping: In the case of damage connected to shipping, the CLIENT shall inform both the shipping company and PF by recorded delivery letter with confirmation of receipt within 48 hours beginning from the date the material is received. After this 48-hour period has elapsed, any liability on the part of PF is ended.

## Article 5: Risk transfer, reservation of ownership and intellectual property

**5.1** Risk transfer: The risk of damage and/or loss is transferred to the CLIENT at the moment when the material is provided to the shipping company. The shipped goods are not insured by PF. They can be insured upon specific instruction by the CLIENT confirmed by PF.

**5.2** Reservation of ownership: Ownership of the material is transferred to the CLIENT subject to payment of the price in full. PF reserves all ownership rights on the sold material until full payment of the purchase price is received. If the payment is not received within the time frame agreed by the parties, PF reserves the right to recover the delivered material and, if PF sees fit, to terminate the contract.

**5.3** Intellectual property: The plans, technical documents and software provided to the CLIENT remain the exclusive property of PF, sole owner of the intellectual property concerning these elements and cannot, without express permission from PF, be reproduced by the CLIENT through any means, nor entrusted to any third party.

## Article 6: Guarantee and return of goods

**6.1:** The guarantee is strictly limited to the exchange or return in identical condition of material acknowledged to be defective.

**6.2:** PF guarantees its material and use of its material for one year starting from the delivery date (excluding any exceptions detailed in the invoice).

**6.3:** Consumables as well as some parts (such as batteries, lamps, windings, cables etc.) are excluded from any guarantee.

**6.4:** Computer hardware built in to a system or facility delivered by PF enjoys the same guarantee conditions as those bestowed upon it by the manufacturer of the computer hardware.

**6.5:** If the CLIENT considers after testing that one of the delivered items is not compliant, even in part, with the specifications, the CLIENT may return this item only once it has received from PF an authorisation number according to the following conditions written in article 6.5.4. Furthermore, the return of goods is only admissible to PF if the following conditions are met:

**6.5.1** For any goods considered by the CLIENT to be defective or non-compliant, the CLIENT shall provide any and all proof of flaws, missing items or defects observed.

**6.5.2** Any return to PF must be made in the complete original packaging and in good condition. The CLIENT must make and pay for the return.

**6.5.3** The goods must not have suffered any deterioration due to any cause (for example during storage, checks, assembly, disassembly, etc.), excluding deterioration caused by alleged defect.

**6.5.4** Any return, for any reason (under guarantee, out of guarantee or other) must be made with the RMA document ("Return Material Authorization") fulfilled by the CLIENT, being fully part of these Terms and Conditions of Sale.

**6.5.5** The receipt without reserve of the products ordered by the CLIENT covers any visible defect.

**6.6:** The guarantee does not cover defective operation resulting from force majeure or unexpected events or normal wear of the goods, nor any degradation, deterioration or accident resulting from negligence, inadequate maintenance, lack of supervision or any use by the CLIENT which does not comply with PF's specifications.

**6.7:** Exclusions from any other guarantee: the material delivered by PF is delivered 'as is': without supplementary guarantee – explicit or implied – of any sort, including any guarantee of merchantability, fitness for a particular purpose, or any other guarantee resulting from sales relationships or practices.

**6.8:** Exoneration from and limitation of liability: PF's liability as well as that of its licensors, distributors and suppliers (including their directors, employees and agents) is defined above. To the extent permitted by the applicable law, they shall not be responsible for any direct or indirect damage resulting from the use of or inability to use the PF material, even in a case where PF has been informed of the potential for such damage. The CLIENT acknowledges that the purchase price of the goods takes this exclusion into account. If this exoneration from responsibility were to need to be dismissed in the context of legal provisions, the compensation for damage owing by PF shall not exceed the exchange value of the material in question.

## Article 7: Personal data

**7.1** Data collection: In accordance with the latest version France's 'Computer Technologies and Freedom' law n° 78-17 of January 6<sup>th</sup> 1978, as well as with the EU's General Data Protection Regulation, PF informs the CLIENT that its activity of selling its products leads PF to collect and process the CLIENT's data.

**7.2** Purposes of processing data: In the context of carrying these out, data will be collected and processed by PF with the aim of managing orders, including for example invoicing and delivery.

**7.3** Processing controller: PF, represented by Florent Deux (f.deux@polytec.fr), informs the CLIENT that it acts as the processing controller.

**7.4** Transfer of data: Data can be sent to PF's partners or subcontractors with responsibility for managing the customer relationship, delivery, invoicing or payment of orders, with the proviso that this data shall be sent within the European Union only.

**7.5** Data retention: PF determines the periods of time for which the CLIENT's data will be retained, taking into account the applicable legal and regulatory provisions as well as the recommendations of the CNIL (French National Commission on Computer Technologies and Freedom). Several different periods of time of retention therefore apply to the data.

The data collected and processed with the aim of fulfilling the contract between PF and the CLIENT are retained for a period of time necessary for the contract to be fulfilled.

This data may be retained for sales prospecting purposes for a duration of three years beginning from the end of the contractual relationship between PF and the CLIENT.

The data can also be retained for a period of time which allows PF to fulfil its legal, fiscal and accountancy obligations as well as for a period which allows PF to protect its interests, for example in the case of any potential litigation that may arise from the fulfilment of the contract agreed with the CLIENT.

**7.6** The CLIENT's rights: The CLIENT has the right at any time (i) to access the personal data concerning it and processed by PF; (ii) to correct, update and delete its personal information; (iii) to oppose, on legitimate grounds, its personal data being processed; (iv) to lodge a complaint with the supervisory body in France, the Commission Nationale de l'Informatique et des Libertés (CNIL, French National Commission on Computer Technologies and Freedom); (v) to the portability of its data; (vi) to set out guidelines concerning what will happen to its personal data after death.

## Article 8: Applicable law and jurisdiction

These terms and conditions of sale are subject to French law. In the case of any dispute or disagreement concerning the application, interpretation or execution of these terms and conditions, such as the contracts agreed between the Parties, the Commercial Court within the jurisdiction of which PF's head office is located has sole jurisdiction, regardless of the conditions of sale and payment method accepted, even in the case of recourse to the guarantee or of multiple defendants.