

ABSOGER GENERAL CONDITIONS OF SALE

ARTICLE 1 - Scope of application

In accordance with Article L 441-6 of the Commercial Code, these general conditions of sale form the sole basis of the commercial relationship between the parties. Their purpose is to define the conditions in which ABSOGER ("the Supplier") provides to the professional buyers who so request ("the Buyers or the Buyer"), by direct contact or by a paper or electronic medium, all the products marketed by the Supplier. They apply without restrictions or reservations to all sales made by the Supplier with Buyers (customer-user and distributor-reseller), regardless of the clauses that may appear on the Buyer's documents, and in particular its general conditions of purchase.

In accordance with the regulations in force, these General Conditions of Sale are systematically communicated to any Buyer who so requests, to enable it to place orders with the Supplier. They are also available on the Supplier's website www.absoger.fr and are communicated to any distributor prior to the conclusion of the single agreement referred to in Article L 441-7 of the Commercial Code, within the legal deadline. Any order of products implies, on the part of the Buyer, the acceptance of these General Conditions of Sale. The information contained on the catalogues and brochures of the Supplier is indicative and may be revised at any time. The Supplier is entitled to make any changes to this information it deems appropriate. In accordance with the regulations in force, the Supplier reserves the right to derogate from some clauses of these General Conditions of Sale, according to negotiations with the Buyer, by establishing Special Conditions of Sale.

ARTICLE 2 - Orders - Prices

2-1 Orders must be confirmed in writing, by means of a quote duly signed by the Buyer. Sales are only final after receipt by any means, by the Supplier, of the express written acceptance of the order from the Buyer, accompanied by payment of the deposit, which will ensure, in particular, the availability of the products requested and transmit an acknowledgement of receipt of the order. The Products are supplied at the price indicated by the Supplier in the estimate sent to the Buyer. This price is firm and non-revisable during the period of validity of the estimate.

2-2 Any modifications requested by the Buyer can only be taken into account, within the limits of the Supplier's capabilities and at its sole discretion, if they have been notified in writing no later than 15 days after the order and depending on the progress of the manufacture of the product, and after signature by the Buyer of an additional estimate and possible adjustment of the price.

2-3 No cancellation of an order is possible, for any reason other than force majeure, and all amounts paid will be automatically retained by the Supplier and will not give rise to any reimbursement.

2-4 The products are supplied at the prices of the Supplier in force on the day the order is placed and, where applicable, in the specific estimate sent to the Buyer. These prices are in Euros, net and excluding VAT, unless otherwise stated in the estimate, with transport and packaging charged extra. Transport, any customs duties and insurance shall be borne by the Buyer.

ARTICLE 3 - Payment terms

Unless otherwise stated in the estimate, a deposit corresponding to 30% of the total purchase price of the aforementioned Products is required when the order is placed and the balance of the price is payable within 30 days of delivery, under the conditions defined in the Article "Deliveries" below. The Supplier will not be obliged to proceed with the delivery of the products ordered by the Buyer if it does not pay the price under the conditions and in the manner indicated above.

In case of late payment and payment of amounts due by the Buyer beyond the deadline fixed above, and after the payment date shown on the invoice sent to it, late penalties equal to 11% of the amount, including VAT, of the price indicated on said invoice, will be automatically acquired as of right by the Supplier, without any formality or prior formal notice. In case of non-compliance with the above payment terms, the Supplier also reserves the right to suspend delivery of the Buyer's current orders.

Finally, a fixed allowance for recovery fees of an amount of 40 Euros will be due by the Customer, automatically and without prior notice, in the event of late payment. The Supplier reserves the right to charge an additional amount to the Buyer if the recovery costs actually incurred exceed this amount, on presentation of supporting documents. The Supplier will apply no discount for payment before the date shown on the invoice or within a period less than the one mentioned in these General Conditions of Sale.

ARTICLE 4 – Retention of title

Until full payment of the price by the Buyer, the Supplier reserves a right of ownership on the products sold, allowing it to repossess said products. Any deposit paid by the Buyer will be retained by the Supplier as flat-rate compensation, without prejudice to any other actions it may be entitled to take in this regard against the Buyer. This retention of title concerns both the products and their price in the event that they have already been resold.

However, the risk of loss and damage will be transferred to the Buyer upon delivery of the products ordered. Accordingly, the Buyer undertakes to insure the products ordered, at its expense, for the benefit of the Supplier, by an ad hoc insurance policy, until the complete transfer of ownership and to justify this to the Supplier at the time of delivery.

ARTICLE 5 - Discounts and Rebates

With the prior agreement of the Supplier and according to its conditions, the Buyer may benefit from the discounts and rebates shown on the Supplier's estimate, according to the quantities purchased or delivered by the Supplier in a single operation and to a single place, or the regularity of its orders.

ARTICLE 6 – Deliveries

The Products purchased by the Buyer will be delivered within the period indicated in the acknowledgement of receipt of the order. The period starts to run on receipt by the Supplier of the corresponding order, duly signed, and the amount of the deposit payable on that date. This period is not binding and the Supplier cannot be held liable vis-à-vis the Buyer in case of a delay in delivery exceeding this period. In case of a delay which may cause an economic risk which is too great for the Buyer, a solution will be provided by the Supplier to the Buyer to mitigate this risk.

In no event shall Supplier be liable in the event of delay or suspension of delivery attributable to the Purchaser or in case of force majeure. The delivery will be made to any place indicated by the Buyer on the order form. The delivery and handing over of the Products may take place in any other place designated by the Buyer, subject to 8 days' notice prior to the date of shipment, at the exclusive expense of the Buyer. Similarly, in case of specific requests from the Buyer concerning the packaging or transport conditions of the ordered products, duly accepted in writing by the Supplier, the related costs will be the subject of a specific additional invoice. The cost of transportation is re-invoiced to the Buyer.

ARTICLE 7 - Transfer of ownership - Transfer of risks

The transfer of ownership of the Products to the Buyer will only take place after full payment of the price by the Buyer, regardless of the delivery date of said Products. The transfer to the Buyer of the risks of loss and deterioration of the products will take place upon delivery of said products, regardless of the transfer of ownership, whatever the date of the order and its payment, except for ex-works orders. The Buyer acknowledges that it lies with the carrier to perform the delivery, the Supplier being deemed to have fulfilled its obligation of delivery when it hands the ordered products over to the carrier, which has accepted them without reservations. The Buyer therefore has no warranty claim against the Supplier if any damage occurs during unloading.

ARTICLE 8 - Supplier's liability - Warranty

The products delivered by the Supplier benefit from a contractual warranty for a period of one year, from the date of delivery or, for products installed by the Supplier or its duly authorised representatives: from their commissioning or at the latest within 6 months from the date of delivery in the absence of commissioning. The warranty covers the non-conformity of products with the order and any hidden defect, arising from a material, design or manufacturing defect affecting the products delivered and rendering them unfit for use. The warranty forms an inseparable whole with the Product sold by the Supplier. The Product may not be sold or resold altered, transformed or modified. Buyer-resellers must return a copy of the commissioning certificate to the Supplier, by email, within 8 calendar days, otherwise the warranty will start on the date of delivery. This warranty is limited to the replacement or repair of defective products. It also covers labour costs, travel expenses, and return costs, except when the Buyer is a reseller and when the warranty only covers parts and their transport.

Any warranty is excluded in case of incorrect use, negligence on the part of the Buyer or intervention by a third party not authorised by the Supplier, and in case of normal wear of the Product or force majeure. In these cases, the warranty will be definitively interrupted.

To exercise its rights, the Buyer must, under penalty of forfeiture of any action relating thereto, notify the Supplier in writing of the existence of any defects within a maximum period of 3 days from their discovery. The replacement of the defective Products or parts will not have the effect of extending the duration of the warranty fixed above. Finally, the warranty cannot be implemented if the Products have been the subject of abnormal use, or have been used in conditions different from those for which they were manufactured, in particular in case of non-compliance with the conditions prescribed in the user manual. It also does not apply in case of deterioration or accident resulting from a knock, fall, negligence, lack of supervision or maintenance, or in case of transformation of the Product. In the case of factory return and in agreement with the Supplier, the same Product may be lent free of charge to the Buyer, subject to availability, during the entire period of intervention, when the product is under warranty.

The Supplier's liability can only be incurred for direct material damage, to the exclusion of any indirect and/or non-material damage, including, without limitation, operating losses, loss of credit, loss of image, and without any joint or several commitment with the third parties having contributed to the damage.

ARTICLE 9 – Commissioning - Training - User manual

Each product marketed by the Supplier is delivered with its user manual. Given the specificity of certain products, they will only be commissioned by persons authorised by the Supplier and training on the use of the Products will be provided to the staff designated by the Buyer. A certificate of delivery of the user manual and training, where applicable, will be handed to the Buyer after signature of the participants and the Supplier, which will retain a copy. These services are included in the sale price of the product concerned and are specified to the Buyer at the time of the order. The Buyer, or its agents, may under no circumstances start or use the product until it has been trained in its use.

In no event shall Supplier be liable for any physical, material or economic accidents and damage resulting from improper use of the products, use by untrained persons and any intervention on a product by a third party not authorised by the Supplier. The Buyer acknowledges that it is solely responsible for product settings and compliance with the conservation instructions recommended by the profession, specific to each type of good and variety of goods stored therein. The Buyer shall take all appropriate measures in the event of non-compliance with all the conditions of conservation and use and assume the financial and economic consequences.

ARTICLE 10 - Intellectual property

The Supplier retains all intellectual and industrial property rights relating to the Products, photographs and technical documentation, which may not be communicated or executed without its written permission.

ARTICLE 11 – Unexpected events

These General Conditions of Sale expressly exclude the statutory regime relating to unexpected events provided for in Article 1195 of the Civil Code, for all sales of Products by the Supplier to the Buyer. The Supplier and the Buyer therefore both waive the right to avail themselves of the provisions of Article 1195 of the Civil Code and the regime relating to unexpected events provided for therein, and undertake to assume their obligations even if the contractual balance is upset by circumstances which were unforeseeable at the time of conclusion of the sale, even if their execution proves to be excessively costly and to bear all the economic and financial consequences.

ARTICLE 12 - Enforcement of specific performance

In the event of failure by either Party to fulfil its obligations, the aggrieved Party shall have the right to require enforcement of the specific performance of the obligations hereunder. In accordance with the provisions of Article 1221 of the Civil Code, the creditor of the obligation may pursue this enforcement after simple formal notice, sent to the debtor of the obligation by registered letter with acknowledgement of receipt, which remains unheeded, unless it proves impossible or if there is a clear disproportion between its cost for the debtor and its interest for the creditor.

ARTICLE 13 - Force majeure

The Parties shall not be held liable if the non-performance or delay in the performance of any of their obligations as described herein is due to a force majeure event, within the meaning of Article 1218 of the Civil Code. By express agreement, transport strikes and all strikes that may occur in the premises of one of the Supplier's suppliers, making any supply impossible, shall also be considered a force majeure event. The party affected by the event must inform the other party without delay of its inability to perform its service and provide justification. The suspension of the obligations shall in no case be a cause of liability for failure to perform the obligation in question, or result in the payment of damages or late penalties.

The performance of the obligation shall be suspended for the duration of the force majeure event, if it is temporary. Consequently, as soon as the cause of the suspension of their reciprocal obligations has ceased, the parties will make every effort to resume the normal performance of their contractual obligations as soon as possible. To this end, the affected party will notify the other of the resumption of its obligation by registered letter with acknowledgement of receipt, or any extrajudicial deed. During this suspension, the parties agree that the costs incurred by the situation will be shared equally between them. If the impediment is final, this agreement will be terminated, according to the procedure laid down in the Article "Termination for force majeure".

ARTICLE 14 – Termination of the agreement

1 - Termination for force majeure: Notwithstanding the clause "Termination for breach by a party of its obligations" set out below, the automatic termination for force majeure can only take place 15 days after sending formal notice by registered letter with acknowledgement of receipt, or any extrajudicial deed. However, this formal notice must state the intention to apply this clause.

2 - Termination for breach by a party of its obligations: In case of non-compliance by either party of its obligations under this agreement, it may be terminated at the discretion of the injured party. It is expressly understood that this termination for breach by a party of its obligations will automatically take place 30 days after sending formal notice to perform, which remains without effect, in whole or in part. The formal notice may be notified by registered letter with acknowledgement of receipt or any extrajudicial deed. This formal notice must state the intention to apply this clause.

ARTICLE 15 – Disputes

Any disputes arising from this agreement, concerning its validity, interpretation, performance and termination, and the consequences thereof, shall be brought before the Court of MONTAUBAN - France.

ARTICLE 16 – Applicable law - Language of the contract

By express agreement between the parties, these General Conditions of Sale and the resulting purchase and sale operations are governed by French law.

They are written in French. If they are translated into one or more languages, only the French text shall be deemed authentic in the event of a dispute.

ARTICLE 17 - Buyer's acceptance

These General Conditions of Sale and the prices and scales concerning discounts and rebates attached hereto, are expressly approved and accepted by the Buyer, who declares to be entirely familiar with them and therefore waives availing itself of any contradictory document, in particular its own general conditions of purchase.