

ALPHÉE DÉVELOPPEMENT GENERAL TERMS OF SALE AND GUARANTEE

The present general terms of sale are applicable to all sales of products and / or services (study, design, assembly, integration, tests) concluded by ALPHÉE DÉVELOPPEMENT with professional customers.

These general terms of sale are expressly agreed and accepted by the Customer who declares and acknowledges having perfect knowledge of them.

Consequently the fact of placing an order implies the full and unreserved acceptance of the Customer to these general terms of sale, representing all stipulations applicable to the sales concluded by ALPHÉE DÉVELOPPEMENT, to the exclusion of all other documents such as prospectus, catalogs, issued by ALPHÉE DÉVELOPPEMENT, which are only indicative.

Any contrary condition opposed by the Customer and including any general conditions of purchase will be, in the absence of express acceptance, ineligible against ALPHÉE DÉVELOPPEMENT.

The fact that ALPHÉE DEVELOPMENT does not prevail, any of the clauses of these general terms of sale, can not be interpreted as a waiver to avail any of these conditions later.

ALPHÉE DÉVELOPPEMENT reserves the right to modify these terms of sale at any time. However, the change can not have effect for running orders.

SECTION 1: ORDERS

1.1 Orders are definitive only after written acceptance by ALPHÉE DÉVELOPPEMENT.

1.2 ALPHÉE DÉVELOPPEMENT is bound by orders placed by its representatives, employees or agents only subject to written or signed confirmation.

1.3 The benefit of the order is personal to the Customer who can not assign it without the prior written consent of ALPHÉE DÉVELOPPEMENT.

1.4 No modification or total or partial cancellation of the order will be taken into consideration after acceptance of the order by ALPHÉE DÉVELOPPEMENT, except prior written agreement of ALPHÉE DÉVELOPPEMENT. In all cases, the order modification requests (in particular in the specifications, the characteristics of the goods, the drawings, the delivery times, the conditions of reception, etc.), if they are accepted by ALPHÉE DÉVELOPPEMENT, will lead a revision of the prices and deadlines initially agreed to take into account the costs of these changes.

SECTION 2: OFFERS

2.1 The validity period of the offers issued by ALPHÉE DÉVELOPPEMENT is thirty days from their date of establishment, unless otherwise stipulated in the offer.

SECTION 3: PRICES

3.1 The prices indicated are exclusive of VAT, plus VAT, ex works. The shipping and packing are extra and are subject to a separate billing line.

3.2 The prices without taxes indicated in our tariffs can be modified at any time by ALPHÉE DÉVELOPPEMENT without any preliminary warning. The models mentioned in our documentation can be modified or deleted in the same way.

SECTION 4: INVOICING, PAYMENT TERMS

4.1 Each shipment is billed. The delivery is the fact generating billing.

4.2 Our invoices are payable at our head office, within 30 days from the date of issue of the invoice.

4.3 No discount will be charged by ALPHÉE DÉVELOPPEMENT for payment in cash, or in a period less than that appearing in these General Conditions of Sale, or on the invoice issued by ALPHÉE DÉVELOPPEMENT.

4.4 Any late payment automatically entails, without notice and as a penalty for late payment, an interest equal to three times the legal interest rate in force, from the day following the settlement date appearing on the bill. Similarly, a lump-sum indemnity of € 40 will be automatically applied for collection costs due to the creditor in the event of late payment.

Any deterioration in the Customer's creditworthiness and / or payment guarantee conditions for its orders, such as COFACE, SFAC or any other credit insurance organization, may justify the payment of cash or by-drafts payable at sight, before the execution of the orders received.

4.5 In the event of a default in payment at the same due date, ALPHÉE DÉVELOPPEMENT may suspend all deliveries in progress, and claim the immediate payment of any sums due by the Customer.

4.6 Any formal notice to pay that has remained unsuccessful within 48 hours following the first presentation of the letter of formal notice authorizes ALPHÉE DÉVELOPPEMENT, if it wishes, and without any judicial formalities, to take advantage of the cancellation of sale, without prejudice to any other damages that may be due to him. In the event of cancellation of order by ALPHÉE DÉVELOPPEMENT the down payments perceived under the said order will remain for him as a penalty clause.

4.7 The cash payment, the payment of a deposit, or the provision of a guarantee (bank guarantee, etc.) may still be required in the absence of references approved by ALPHÉE DÉVELOPPEMENT, during a first order or in case of deterioration of the financial situation of the Client. We reserve the right, at any time, according to the risks incurred, to set an overdraft limit for each Customer and to adapt their payment terms.

4.8 Any attempt to extend payment terms is unacceptable.

SECTION 5: METHOD OF DELIVERY

5.1 The delivery time is ex works and according to the terms in our acknowledgment of receipt of order. The transport is organized and supported by the Customer, therefore the delivery takes place on the day of the removal of the products by the carrier in the premises designated by ALPHÉE DÉVELOPPEMENT.

5.2 Deliveries are made only according to availability. ALPHÉE DÉVELOPPEMENT is authorized to make deliveries in whole or in part.

5.3 The delivery times are mentioned as exactly as possible but are given as an indication, according to the possibilities of supply of ALPHÉE DÉVELOPPEMENT. In any case, the delivery time overruns can not lead to damages, the application of penalties, cancellation of orders, or the refusal of products.

5.4 In any event, delivery within the deadlines can only occur if the Customer is up to date with his obligations towards ALPHÉE DÉVELOPPEMENT.

SECTION 6: RECEPTION

Without prejudice to the arrangements to be made with regard to the carrier, complaints about apparent defects or non-conformity of the delivered product with the ordered product must be formulated in writing by registered letter with acknowledgment of receipt sent to ALPHÉE DÉVELOPPEMENT in the THREE (3) Days of receipt of the products, and will also be mentioned on the delivery note. It will be up to the Customer to provide all justifications as to the reality of the defects of conformity or anomalies observed. It must leave ALPHÉE DÉVELOPPEMENT any facility to proceed to the observation of these defects of conformity and to remedy it. He will refrain from intervening himself or involving a third party for this purpose.

Receipt of the prototype:

The signature of the delivery note above, only has the effect of noting the actual delivery of the quantities ordered and the apparent good condition of the goods, but can in no way be considered as an acceptance of the conformity of the goods, in terms of functionality and compliance with the customer's specifications. This acceptance of conformity has already been made at the time of the signature of the Certificate of Conformity of the prototype by the customer and after the customer has placed the prototype in its environment, once the verifications and tests of use made and the setting in eventual service. The Certificate of Conformity is then considered as final and it allows ALPHÉE DÉVELOPPEMENT to launch the production.

SECTION 7: RETURN

All product returns must be the subject of a formal agreement between ALPHÉE DÉVELOPPEMENT and the Customer. Any product returned without the written consent of ALPHÉE DÉVELOPPEMENT will be held at the disposal of the Customer and will not give rise to the establishment of a credit or the resolution of the sale.

In any case, the return of goods will be accepted only if the 4 following conditions are met:

- The precise reason for the return must be indicated on each item alleged to be defective.
- The return must be made in the complete original packaging and in good condition, at the Customer's expense.
- The Customer must not have made any changes to the goods.
- The goods must not have been damaged for any reason whatsoever (in particular during storage, inspection, assembly or dismantling operations).

The costs and risks of the return of the products are the responsibility of the Customer.

The return of the goods does not exempt the Customer from paying the amount of the invoice at the agreed date.

The return of products accepted by ALPHÉE DÉVELOPPEMENT may give rise, after qualitative and quantitative verification of the products, and after confirmation of a lack of conformity attributable to ALPHÉE DÉVELOPPEMENT or a hidden defect, to the establishment of a credit equal to sales price (taxes included) or the replacement of identical products or their repair, at the choice of ALPHÉE DÉVELOPPEMENT.

SECTION 8: GUARANTEE

8.1 ALPHÉE DÉVELOPPEMENT warrants its products against any malfunction or latent defect for a period of one year from the date of delivery as defined in article 5 above, provided that an installation, a use and maintenance of the product in accordance with the specifications and the use for which it is intended.

8.2 The warranty is limited to the replacement or refund of defective products, provided that the fault is attributable to ALPHÉE DÉVELOPPEMENT.

8.3 The hidden defects warranty does not apply to apparent defects that fall under the guarantee of conformity defined below. The guarantee is excluded in case of misuse, negligence or lack of maintenance on the part of the Customer, as in case of normal wear of the good or force majeure.

8.4 Certain products may be subject to an extended warranty.

8.5 Any modification of the technical characteristics of the products not carried out by ALPHÉE DÉVELOPPEMENT will void the guarantee.

8.6 In order to invoke the benefit of the guarantee of hidden defects, the Customer must notify ALPHÉE DÉVELOPPEMENT in writing of the existence of defects within a maximum period of 8 days from their discovery.

8.7 ALPHÉE DÉVELOPPEMENT's sole obligation under this warranty for hidden defects shall, at the option of ALPHÉE DÉVELOPPEMENT, be the free replacement or repair of the product or item found to be defective in its services. In case of impossibility, ALPHÉE DÉVELOPPEMENT will refund all or part of the order, being specified that any other compensation of any nature whatsoever, is excluded.

8.8 The replacement of defective products or parts will not have the effect of extending the duration of the above warranty.

8.9 Any non-conformity of the products or apparent defect, regarding the quantities, qualities or apparent characteristics, must be declared in writing by the Customer to ALPHÉE DÉVELOPPEMENT under the conditions of article 6 above. If the lack of conformity is attributable to ALPHÉE DÉVELOPPEMENT, the responsibility of the latter is limited to the replacement of the non-conforming products,

or to the adaptation of these, or in case of impossibility, to the reimbursement of the order, to the exclusion of any other compensation of any kind.

SECTION 9: TRANSFER OF RISKS - CLAIMS

The products travel at the risk and peril of the Customer, who is responsible for checking the condition when it takes receipt. Damages, losses or delays must be mentioned on the delivery note. Any reservation must be confirmed to the carrier by registered letter with acknowledgment of receipt within three days of receipt; after this period, no claim will be accepted.

It is the responsibility of the Customer to take out any insurance against the risk of loss or deterioration of the products during their transport.

SECTION 10: TRANSFER OF PROPERTY

The products are sold with a clause expressly subordinating the transfer of their property to the full payment of the price in principal and accessory, in accordance with the Law n ° 80-335 of May 12, 1980.

The simple delivery of a title creating an obligation to pay, deals among other things, does not constitute a payment within the meaning of this clause, the original claim of ALPHÉE DÉVELOPPEMENT on the remaining Customer with all the guarantees attached to it, including the retention of title until the said bill of exchange has actually been paid.

The above provisions do not preclude the delivery of the Products, the transfer to the Customer of the risks of loss or deterioration of the goods subject to retention of title as well as any damage they may cause.

The Customer must take all care to preserve the merchandise sold subject to ownership and ensure that it can be identified on all occasions and at any time. The Customer must take out a comprehensive insurance (fire, theft, water damage, etc.) guaranteeing the risks arising from the delivery of the products and agrees to sell to ALPHÉE DÉVELOPPEMENT all the claims he holds or will hold against the Insurance Company.

In case of garnishment, or any other intervention of a third party on the products, the Customer must imperatively inform the Seller without delay in order to allow him to oppose and preserve his rights.

In addition, the Client is prohibited from pledging or assigning as a guarantee the ownership of the products.

At the request of ALPHÉE DÉVELOPPEMENT, the Customer undertakes to provide any information relating to the transformations and resales of the goods sold, in particular, a statement of the assigned receivables with indication of the name and address of the debtors and the state of recovery.

It is expressly agreed that, in the absence of payment of any of the due dates, the entire price will be payable without delay and may result in the immediate claim of the products sold under retention of title.

SECTION 11: LIMITATION OF LIABILITY

ALPHÉE DÉVELOPPEMENT's responsibility for the order and / or the products or services subject to the order is expressly limited to the pure and simple exchange of the defective component, or to the replacement of the product chosen by ALPHÉE DÉVELOPPEMENT.

Responsibility for the latter is limited only to the goods and services provided by ALPHÉE DÉVELOPPEMENT and excludes any form of compensation of any kind whatsoever and for whatever reason whatsoever, regardless of the harmful consequences, direct or indirect.

SECTION 12: FORCE MAJEURE

ALPHÉE DÉVELOPPEMENT reserves the right to cancel, in whole or in part, or postpone the deadline for any order concluded, if a case of force majeure usually recognized as such occurs: war, strikes, fire, flood, etc. In case of occurrence of an event of force majeure, the responsibility of ALPHÉE DÉVELOPPEMENT can not be committed in this respect by the Customer and no related compensation can be requested.

SECTION 13: PROPERTY RIGHTS

ALPHÉE DÉVELOPPEMENT is the owner of the intellectual and / or industrial property rights on all of its concepts, products and all its achievements in general and keep them for the entire legal term of their protection, or the duration of the assignment or the license of which she herself is the beneficiary. The sale transaction carried out with the Client does not involve in any case the assignment of all or part of the property rights to the benefit of the latter. If the Customer wishes to obtain the assignment of all or part of these rights, he must make a specific request to ALPHÉE DÉVELOPPEMENT which, if it accepts, will then propose the conditions of this assignment or of a possible license in a separate act, in accordance with the required legal provisions.

When the Customer, in the framework of his order, and in particular his specifications, makes use of protected element under the title of property rights, he declares and attests, either to be the author, the owner or the holder by channel, or be authorized by an appropriate license agreement. The Customer guarantees ALPHÉE DÉVELOPPEMENT against any claim and any recourse of third parties for this purpose. In such a case, the Customer undertakes to compensate ALPHÉE DÉVELOPPEMENT to the author of the amount of any conviction, of any nature of which it may be the object and all the expenses incurred in the context of such proceedings.

SECTION 14: LAW AND JURISDICTION

By express agreement between the parties, these general conditions of sale and the resulting purchase and sale transactions are governed by French law.

All disputes that may arise between the parties will be subject to the exclusive jurisdiction of the Commercial Court of LYON.