



## **GENERAL TERMS AND CONDITIONS OF SALE.**

**“The Buyer” means the company, firm or person to be supplied with goods by ALANTYS TECHNOLOGY.**

### **1/ GENERAL CLAUSES**

Unless otherwise agreed in writing by the parties prior to the order, any order engages by right, the Buyer's acceptance of the following general terms and, where applicable, of any special terms specified at the time the order was placed, notwithstanding any stipulation to the contrary in the Buyer's own general terms of purchase.

### **2/ ORDERS**

Unless otherwise stipulated, the validity period of the offers, subsequent to the Buyer's specific request, is 24 hours, as from the offer issuance date.

Orders shall become final upon confirmation by the Buyer in writing, or by electronic mail.

Orders sent directly by the Buyer to ALANTYS TECHNOLOGY shall constitute a sale only upon written approval by ALANTYS TECHNOLOGY.

Should an order already received and approved by ALANTYS TECHNOLOGY be changed or rescheduled, the terms previously agreed upon shall be extended only if agreed to by ALANTYS TECHNOLOGY. Since each order is unique and since the goods involved are purchased specifically by ALANTYS TECHNOLOGY for such purpose, once an order is accepted, the latter shall be considered final and binding.

### **3/ PRICES**

All goods shall be invoiced at the price offered by ALANTYS TECHNOLOGY and accepted by the Buyer.

Unless otherwise stipulated under special terms, prices shall be understood as "net" (tax excluded) and to include packaging (except for special packaging necessitating an additional charge) and shipping from the ALANTYS TECHNOLOGY offices (or warehouses).

#### **4/ DELIVERY**

Unless otherwise stipulated, delivery shall be deemed to have been performed by a simple "Letter of Release" informing the Buyer that the goods are at his/her disposal or by delivery to a shipper or carrier selected by the Buyer in the ALANTYS TECHNOLOGY offices (or warehouses).

Delivery schedules quoted by ALANTYS TECHNOLOGY are best estimates only and time is expressly not of the essence.

Unless otherwise expressly stipulated in writing between the parties, late deliveries cannot give rise to any order cancellation, any compensation whatsoever, or the application of any late fulfilment penalty.

ALANTYS TECHNOLOGY shall be entitled to perform complete or partial deliveries. In addition, ALANTYS TECHNOLOGY shall be automatically relieved of any time limit commitment in respect of its deliveries and expressly reserves the right to suspend such deliveries:

- in the event that the Buyer does not, in whole or in part, abide by the agreed upon terms of payment;
- in the event of force majeure, or of events such as labour unrest, an epidemic, war, requisition, fire, flood, equipment-related accidents, excess waste, transportation breakdowns or delays, and, more generally, any cause that may result in total or partial work stoppage at ALANTYS TECHNOLOGY, or at one of its suppliers;
- in the event that the government of the country of origin of the goods listed in the Buyer's order should enact an export ban.

ALANTYS TECHNOLOGY reserves the option to perform partial deliveries that would give rise to separate invoices. Moreover, any partial delivery shall constitute a separate transaction, the payment of which cannot be deferred.

#### **5/ CLAIMS**

It shall be the Buyer's responsibility to inspect, or arrange for the inspection of, the goods upon their delivery to ascertain their condition and their conformity to the order. No claim can be raised against ALANTYS TECHNOLOGY, the carrier, or the shipping agent, for non conformance, losses, defects or damages to the goods unless an irrefutable report is forwarded in authentic form to ALANTYS TECHNOLOGY within 24 hours of the goods' arrival in the Buyer's facilities.

Any claim related to the patent defects of, or non conformity of, the goods delivered, as compared to the goods ordered, must therefore be expressed in writing by the Buyer, within a period of 8 days of the date on which the goods arrive in the Buyer's facilities.

The return of any product must be the subject of a previous and formal agreement between ALANTYS TECHNOLOGY and the Buyer, in order for those goods to be assigned a return number. The acceptance of a returned goods shall be subject to the following conditions being met:

- the exact reason for the refusal must be indicated for each good considered defective, accompanied, where applicable, by a test report;
- the goods must be returned in same condition, with all of its original packaging, and at the Buyer's expense;
- the goods must not have been damaged in any means whatsoever (in particular, while being stocked, inspected, assembled, or dismantled, etc.),
- the Buyer must not have modified the goods in any way.

Should ALANTYS TECHNOLOGY accept the returned product, it reserves the right to: either replace it or to credit the cost of the defective equipment.

The return of a product does not release the Buyer from his/her obligation to pay, by the agreed upon due date, the amount of the invoice(s) concerned.

In case of unaccepted return of materials, ALANTYS TECHNOLOGY may charge back the cost amounts to the customer for restocking, either cost of materials for non resellable items.

## **6/ TERMS OF PAYMENT**

Payments shall be made to the ALANTYS TECHNOLOGY address.

If the Buyer does not have an open account with ALANTYS TECHNOLOGY, the former shall be required to pay cash upon placing the order.

Unless otherwise specifically specified on the invoice, all goods shall be paid upon receipt of the corresponding invoice.

Any invoices presented for acceptance, and promissory notes, must be issued or returned within 7 days of receipt of the invoice.

The Buyer shall not be permitted to withhold any payment or postpone any due date, for any reason whatsoever, without the prior approval of ALANTYS TECHNOLOGY.

Should the full or partial payment not have been made by the agreed upon due date, ALANTYS TECHNOLOGY may suspend any further deliveries until full payment of the sums due, including principal and interest, has been made. Furthermore, in such case, ALANTYS TECHNOLOGY reserves the right to modify, without notice, the terms contractually agreed upon.

Any sum that shall remain unpaid on the due date shall automatically give rise to the application of an interest charge of one per cent (1%) per month, until full payment has been made.

In the event of non payment within forty-eight hours of the delivery of a formal notice to which no response has been given, the sale shall automatically be rescinded at the election of ALANTYS TECHNOLOGY, which shall be entitled to request, by way of an injunction, the return of the goods at the Buyer's expense, without prejudice to any other possible damages. The cancellation shall apply not only to the order at issue, but also to any previously unpaid orders, whether already delivered or in the course of being delivered, and whether or not the payment thereof has fallen due.

In the event of payment by means of commercial paper, the failure to return such instrument(s) shall be deemed as non-acceptance and tantamount to a default in payment. Similarly, in cases involving instalment payments, the non-payment of a single instalment shall result in immediate liability for the full debt, without prior formal notice.

Should ALANTYS TECHNOLOGY be forced to demand payment of its invoices, it shall be entitled, by means of a penalty clause, to a minimum fixed lump-sum compensation of 10 % of its claim, in addition to the conventional interests referred to above.

## **7/ WARRANTY**

The ALANTYS TECHNOLOGY warranty extends strictly and solely to the conformity of the delivered goods as compared to the Buyer's order that includes the references and specifications of the manufacturers and suppliers.

The sole obligation incumbent upon ALANTYS TECHNOLOGY by virtue of such warranty shall be to refund the price of the product acknowledged to be defective (exclusively in the form of credit) or to

replace it, at no charge and at its own initiative, with the exception of any other damages that may be payable in any capacity whatsoever.

Therefore, ALANTYS TECHNOLOGY shall not be bound by any other obligation such as, for example, to provide data, information, or advice.

ALANTYS TECHNOLOGY shall not be held liable, in any capacity whatsoever, for any injurious consequences befalling any person(s) and/or goods that may result, in particular, from the operation of the product or from its failure to function in a manner corresponding to the Buyer's expectations.

In this respect, ALANTYS TECHNOLOGY shall not be held liable for any damages whatsoever arising from losses or income shortfall incurred by the Buyer.

In any event, ALANTYS TECHNOLOGY' liability, if implied, cannot obligate the latter to pay damages.

Any defects and damage caused by normal wear and tear, or by an external accident, and, in general terms, any defect, are excluded from this warranty.

This warranty shall not apply to any patent defects for which the Buyer must assert his right under the conditions set forth in Article 5.

## **8/ TITLE RETENTION**

The goods covered by this contract are sold subject to a clause that expressly subordinates the transfer of their ownership to the full payment of their price (principal and other charges included), notwithstanding the acceptance of any commercial paper.

The Buyer shall refrain from disposing of the goods in any manner whatsoever until such condition has been met. It therefore is the Buyer's responsibility to individually identify said goods in its warehouses. However, the Buyer shall assume any risk of loss or destruction.

The aforesaid provisions do not preclude the transfer to the Buyer, upon delivery of the goods, of any risk of loss or damage incurred by the goods subject to title retention, and of any damage that such goods may cause.

## **9/ THE BUYER'S RIGHT TO EXPORT THESE GOODS**

In accordance with the various national and international regulations in effect, the Buyer agrees not to export out of France the equipment sold other than in compliance with said regulations and subsequent to obtaining the prior licences and authorisations likely to be required.

In any event, ALANTYS TECHNOLOGY disclaims any responsibility and liability, in the event that the Buyer should fail to abide by said regulations or to obtain the necessary authorisations.

## **10/ LAW – COMPETENCE/JURISDICTION**

In the event of any type of dispute or contestation arising from the formulation or execution of the order, the Commercial Court of Paris [Tribunal de Commerce de Paris] shall have exclusive jurisdiction.

This clause shall apply even in the event of an injunction, incidental claim or multiple defendants, regardless of the mode and terms of payment.

The parties may, however, request any competent court to take the provisional or protective measures necessary to protect their rights.