



GENERAL TERMS AND CONDITIONS OF SALES

Acceptance of this offer implies acceptance of these General Terms and Conditions of sales (GTCs).

SCOPE OF THE GENERAL TERMS AND CONDITIONS OF SALES

These GTCs are intended to define the conditions in which **eXcent France** supplies **eXcent France** products and/or services to the Buyer.
In accordance with the French Commercial Code, these GTCs represent the basis for business relationship between the parties and should be provided at Buyer's request.

All orders accepted by **eXcent France** are exclusively carried out on these GTCs as defined below. The application of further conditions (i.e. purchasing conditions from the Buyer) is always excluded even if **eXcent France** does not expressly object to them in writing. Any derogation from these GTCs shall be previously agreed upon and recorded in writing on the offer or a subsequent contract.

1. ORDER

1.1 Definition

All offers are subject to change and non-binding, written orders shall only be effective after written confirmation by **eXcent France**. For verbal orders, an acknowledgement of receipt will systematically be issued and sent to the Buyer. In the absence of instructions to the contrary within 48 hours, the verbal order will be accepted as final and binding and must be followed by a written purchase order.

Unless specific conditions in the offer, **eXcent France** offers are valid for 3 (three) months. Once this period has expired, **eXcent France** is no longer bound to the offer unless stated otherwise in writing.

1.2 Modification/cancellation

Confirmed orders submitted to **eXcent France** are binding and final. Any request of modification should be done in writing inclusive of emails and be received by **eXcent France** no later than 8 (eight) days after receipt of the initial order.

In the event of changes of the order by the Buyer, **eXcent France** will be released from the order deadlines previously agreed.

Any change on the order will require a new offer and an order amendment that may lead to an interruption or extension of the deadline for the pending order.

Should the Buyer cancel the order for any reason with the exception of a non-conformity, they will not be entitled to any reimbursement of sums previously collected by **eXcent France** and costs incurred will be charged (research, procurement etc.).

2. OBLIGATIONS AND LIABILITIES OF THE BUYER

The Buyer will acknowledge that they have received from **eXcent France** all necessary information and advice required to make an informed decision. The Buyer shall assume full responsibility for choices made at the time of order or at a later stage. The Buyer agrees to supply **eXcent France** with all documents and information so that operations can be carried out in proper conditions.

3. SHIPPING –TRANSPORT

Shipments and transport will be made according to the incoterm and terms defined in the particular conditions of the Order.

Unless otherwise specified, the transport is carried out at the Buyer risks.

4. DELIVERY / RECEPTION

Delivery times in the offer are non-binding and will be specified in writing when confirming the order. **eXcent France** makes every effort to respect the delivery time stipulated in the offer and to inform the Buyer whether the delivery period may be exceeded. The Parties shall agree upon a new lead time.

Accordingly, any reasonable delay notified to the Buyer shall not allow the Buyer to receive by **eXcent France** any:

- Liquidated damages
- Cancellation of the order
- Rebate

Any and all shortages or damaged items during transportation should be written down on the bill of lading upon receipt of the goods. These reservations must be confirmed by registered letter with acknowledgement of receipt sent to **eXcent France** within 5 (five) days.

5. PRICE – TERMS OF PAYMENT

5.1 Price

Selling prices are exclusive of tax (HT) and are subject to the statutory rate of Value Added Tax.

Prices are fixed in the **eXcent France** offer and are fixed and non-revisable during their period of validity unless otherwise agreed in writing by the Parties.

5.2 Terms of Payment

Our invoices, in euros, are issued upon the date of receipt of plans, drawings or materials. Should a technical assistance lasting more than 1 (one) month be needed, billing will follow a schedule (see specific conditions of sales).

The payment period agreed upon between the Parties for the amounts owed may not exceed forty-five (45) days month end from the date of issuance of such invoice.

No discount will be granted for early payment.

5.3 Penalties for late payment

The non-settlement of any outstanding net amount by the Buyer on the due date will result in penalties set at one (1) % of the total amount of the Order, exclusive of tax limited to eight (8) % of the Order. These penalties can be requested by right and will be charged to the Buyer without any formal reminder or notice. **eXcent France** reserves the right to apply to the competent court to impose a daily penalty payment for such default.

eXcent France also reserves the right to suspend further deliveries until all outstanding amounts are paid up in full. In case of payment default upon the date, the sale may be automatically in the conditions set out in the article 14.1 without the necessity for judiciary procedures and without prejudice to any damages that may be claimed to the Buyer.

In the event of any late payment, the Buyer shall be liable to pay compensation for recovery costs of forty (40) euros, as of right and without prior formal notice. **eXcent France** may request adequate compensation if recovery costs previously incurred exceeded this amount, on presentation of supporting documents.

5.4 Compensation

With prior written approval of **eXcent France**, liquid, due, certain and reciprocal claims including penalties for late payment may be subject to compensation.

6. WARRANTY – LIABILITY AFTER DELIVERY

Unless specified otherwise in the offer or due to technical features, our materials are covered on a one (1) year warranty on parts and labor, returned to our workshops, from the date of delivery and subject to the technical assessment made by **eXcent France**, not binding to the Buyer.

This warranty covers the non-conformity of products and/or services to the order caused by material, conception or manufacturing defects affecting the delivered products and services according specifications in the Order and rendering them unfit for use. Under these circumstances **eXcent France** will replace or repair the products or services or parts under warranty, labour costs also being covered. Products and services should be checked by the Buyer on delivery, and all claims and/or reserves must be made under the delay conditions of article 4 of the present document. Should there be apparent defects, faulty parts shall be replaced by **eXcent France** subject to verification of the same. The Buyer shall provide **eXcent France** with all evidence of defects reported. **eXcent France** reserving the right to investigate on-the-spot either directly or indirectly the causes of the defect.

eXcent France will not accept warranty liability for (non-exhaustive list):

- Incorrect use of the delivered material,
- Work on the material by the Buyer or a third party without prior written agreement and/or **eXcent France** instructions,
- Incorrect or neglectful handling,
- Normal wear and tear,
- Any fault or negligence by the Buyer

The warranty is strictly limited to the products sold by **eXcent France** and cannot be applied to materials in which our products may have been integrated.

When integrating other supplier materials in **eXcent France** machines and should their warranty not exceed the warranty mentioned above, the warranty for the equipment supplied by **eXcent France** will therefore be limited to the duration of the integrated material warranty.

7. RETENTION OF TITLE – RISK TRANSFER

The transfer of ownership becomes deferred until full payment of the purchase price -principal and ancillary costs included even in the event of specific terms of payment being granted.

It is expressly agreed that **eXcent France** for any of our receivables is entitled to enforce the rights held under this clause against all of our goods/results in the buyer's possession which are contractually deemed to be unpaid and that **eXcent France** shall take them back or submit a claim for compensation for unpaid invoices without prejudice to its right to cancel current sales.

However, these provisions do not prevent the transfer to the Buyer, of the risks of loss and deterioration of the goods and services sold as of the date of delivery, as well as any damage that may be caused.

Should transport be made by a carrier, the risk transfers to the Buyer at the time **eXcent France** delivers the goods to the carrier subject to acceptance without reservation. In such cases **eXcent France** shall be considered to have fulfilled its obligation of delivery, no recourse against **eXcent France** on guarantee in case of failure to deliver or damages during transport or unloading shall be made.

In the event of a Customer's bankruptcy, **eXcent France** has 3 (three) months as from the publication of the judgment opening the proceedings to claim back unpaid goods or services. **eXcent France** will send a registered letter with acknowledgement of receipt to the legal administrator. If the Customer is already in liquidation, the contact point will be the executor.

8. INTELLECTUAL PROPERTY

Unless otherwise agreed by the Parties, any technical documents, plans, drawings, specifications, processes, know-how, methods, software or software packages (non-exhaustive list) belonging to **eXcent France** or provided to the Customer during the fulfillment of the order shall remain **eXcent France** property. **eXcent France** shall remain the sole owner of the intellectual property rights of the documents that must be handed back when requested. Our customers commit to make no use of these documents which could affect **eXcent France** industrial or intellectual property rights and undertake not to disclose them to any third parties.

Unless otherwise stipulated in the Purchase offer, any work, study, documentation, process, creation, innovation (patentable or not), product, know-how developed for this order is the exclusive property of **eXcent France**. Consequently, intellectual property rights can only be transferred to the Buyer by a contract specifying the extent of the rights. The Buyer may apply in its name for patent, model, trademark and industrial property title in the above-mentioned areas. The information provided as part of the order by **eXcent France**, its Customers or Sub-contractors, has to be considered as confidential.

9. CONFIDENTIALITY

All information provided by **eXcent France** during negotiations or when an order is being processed is subject to the obligation of confidentiality by the Buyer during order fulfillment and five (5) years after its expiry or termination.

The Buyer therefore undertakes:

- Not to disclose directly or indirectly information to any third parties other than its staff, its affiliates requiring information, without preliminary and written consent from **eXcent France**;
- To take all reasonable measures, at least as protective as those taken to protect its own confidential information;
- To only use confidential information for the purposes of the Order.

10. LIABILITY – INSURANCE

eXcent France shall only be liable for direct damages resulting from fault or evident negligence excluding any indirect damages whatsoever. **eXcent France** may not be liable for loss of profit, loss of production and loss of earnings...)

The Buyer shall maintain an insurance covering liability and the risks associated to its business, including but not limited loss, theft, damages on products/deliverables for the entire duration of the order fulfillment, from **eXcent France's** order delivery to complete fulfillment, for a value at least equal to the price of the new product or the total amount of the performance.

11. RENONCIATION

eXcent France failure to lay claim to any clause in the conditions herein may not be interpreted as a renunciation of the said clause at a later date.

12. NON SOLICITATION

Without prior agreement of both Parties, Buyer undertakes not to hire or hire any of the **eXcent France** employees involved in the performance in the offer / contract for the duration of the performance and for a subsequent period of time and one (1) year from the termination of the participation of the said person in the mission, even if the employee is the originator of a request for employment.

13. FORCE MAJEURE

Explicitly, are considered as force majeure or fortuitous events as defined in article 1218 of the French Civil Code, events beyond the Parties control that could not be reasonably foreseen, avoided or overcome since their occurrence may prevent a total fulfillment of the obligations.

In such circumstances, **eXcent France** shall inform the customer in writing within 48 (forty-eight) hours following the date of such occurrence. The contract binding **eXcent France** and the Buyer will be automatically suspended without compensation, from the date of such occurrence.

If the event should persist for more than 30 (thirty) days from the date of the occurrence, the sales contract may be terminated at the request of the earliest Party without any parties being entitled to damages.

Termination shall take effect as of the date of the first presentation of the registered letter with acknowledgement of receipt terminating the sales contract.

14. PROTECTION OF PERSONAL DATA

All information requested by **eXcent France** at the time of the order is mandatory. Should any mandatory information be lacking, the issuance of the order may not be completed.

Personal data collected when dealing with the Buyer and connected to the Order are necessary for the execution of the Order and will be processed by computer for managing customer relationships. This data is intended for **Groupe eXcent** companies and are retained the whole duration of the performance.

According to the data protection act of January 6th, 1978 modified in 2004 and to Regulation (EU) 2016 /679, the Customer benefits from the right of access, rectification, portability, deletion of personal information concerning them and the right to object to the processing of data for legitimate reasons or to its use for marketing purposes.

These rights can be exercised by sending an email to: contactpdp@excent.fr or by post to :

EXCENT
M Data protection officer
2 avenue Léon Foucault 31770 Colomiers

15. TERMINATION

14.1 Termination for failure by the Buyer to meet its contractual obligations

eXcent France reserves the right unilaterally to cancel any order in case of the Buyer's failure to one of the following obligations:

- Non-payment of amounts owed under the conditions provided in article 5 "Price-Terms of Payment";
- Non-compliance with article 8 "Intellectual Property";
- Non-compliance with article 7 "Confidentiality";

This termination for failure by the Buyer to meet its contractual obligations shall be effective, fifteen (15) days after a formal notice describing the nature of the breach sent registered with acknowledgement of receipt remained without effect and without prejudice to the rights for **eXcent France** to claim any damages from the Buyer.

This termination does not grant any right to compensation for the Buyer.

14.2 Termination for serious defaults

Notwithstanding the termination for failure described above, **eXcent France** reserves the right to terminate any Order in case of the Buyer's serious defaults to one of its obligation, fifteen (15) days after a formal notice describing the nature of the breach sent registered with acknowledgement of receipt has remained without effect and without prejudice to the rights for **eXcent France** to claim any damages from the Buyer.

This termination shall not entitle the Buyer to any damages

16. GOVERNING LAW - JURISDICTION

Any questions regarding these General Terms and Conditions of sales together with the sales it governs, which have not been covered by the present contractual provisions shall be governed by French law to the exclusion of any other law.

Any disputes related to these GTCs and/or the Order between **eXcent France** and the Buyer, when the Parties fail to agree within a period of 30 (thirty) days shall be submitted to the exclusive jurisdiction of Toulouse Court in France.