



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 forty-eight (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 otherwise stipulated in writing.

- 1.2 Modification/cancellation

Confirmed orders submitted to **eXcent France** shall become binding and final. Any request of modification should be made in writing including emails and 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 the choices made at the time of order or at a later stage. The Buyer agrees to provide **eXcent France** with all documents and information to carry out the operations in proper conditions.

3. SHIPPING –TRANSPORT

Shipments and transport will be carried out in accordance with 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 comply with 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 shortages or damaged items during transportation must be recorded 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 firm during their period of validity unless otherwise agreed in writing by the Parties.

- 5.2 Terms of Payment

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

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

No discount will be granted for early payment.

- 5.3 Late payment penalties

The non-payment 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, excluding tax, limited to eight (8) % of the Order. These penalties can be requested by right and will be charged to the Buyer without any reminder or formal 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 full payment of the amounts due. In the event of non-payment on the due date, the sale may be terminated automatically in the conditions set out in the article 15.1 without the need to proceed with any 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 indemnity for recovery costs of forty (40) euros, by right and without prior formal notice. **eXcent France** may request adequate compensation if the recovery costs previously incurred exceed this amount, upon 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 guaranteed for one (1) year parts and labor, returned to our workshops, from the date of delivery and subject to the technical assessment performed by **eXcent France**, not opposable 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 must be checked by the Buyer upon delivery, and all claims and/or reservations must be made under the delay conditions of article 4 hereof. In case of 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 the defects reported. **eXcent France** reserves the right to investigate on site 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 does not pass until full payment of the purchase price -principal and ancillary costs included even if specific terms of payment have been granted.

It is expressly agreed that **eXcent France** for any of our claims is entitled to enforce the rights held under this clause on all our goods/results in the buyer's possession which are contractually deemed unpaid and that **eXcent France** shall take them back or make a claim for compensation for unpaid invoices without prejudice to its right to cancel the 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. In the event of the transport carried out by a carrier, the risk is transferred to the buyer at the moment **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 guarantee claims against **eXcent France** in case of breach of delivery 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** shall send a registered letter with acknowledgment of receipt to the legal administrator. If the Customer is already in liquidation, the contact will be the provisional liquidator.

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 returned when requested. Our customers undertake not to make any 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 shall remain 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 relating to above-mentioned areas. The information provided as part of the Order by **eXcent France**, its Customers or Sub-contractors, shall be considered as confidential.

9. CONFIDENTIALITY

All information provided by **eXcent France** during negotiations or when an order is being processed shall be under the obligation of confidentiality by the Buyer for the duration of any Order and five (5) years after its expiration 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;
- 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 be liable for direct damages resulting from a fault or obvious negligence, excluding any indirect damages whatsoever. **eXcent France** shall not be held liable for loss of profit, loss of production and loss of earnings...

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

11. WAIVER

The failure of **eXcent France** to enforce of any clause of the conditions herein shall not be interpreted as a waiver of the said clause at a later date.

12. NON SOLICITATION

Without prior agreement of both Parties, Buyer undertakes not to 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 for 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

A force majeure is fortuitous events as defined in article 1218 of the French Civil Code, that are beyond a non-performing Party control and 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 give written notice to the customer within 48 (forty-eight) hours of the occurrence of the force majeure. The contract binding **eXcent France** and the Buyer will be automatically suspended without compensation, from the date of such occurrence.

If the force majeure persists for more than 30 (thirty) days after the date of the occurrence, the sales contract may be terminated at the request of the most diligent Party without any parties being entitled to damages.

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

14. PERSONAL DATA PROTECTION

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 during exchanges with the Buyer and in relation to the Order are necessary for the execution of the Order and will be processed by computer for the purpose of customer relationships. This personal data is intended for **Groupe eXcent** companies and will be retained for the duration of the performance.

According to the data protection act of January 6th, 1978 modified in 2004 and to the Regulation (EU) 2016 /679, the Customer has the right to exercise, the right of access, rectification, portability, deletion of its personal information 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: contact@excent.fr or by post to:

EXCENT FRANCE
M Data protection officer
2 avenue Léon Foucault 31770 Colomiers

15. NO RE-EXPORT

The Buyer undertakes not to sell, export, or re-export, directly or indirectly, any goods or technologies supplied under or in connection with these GTCs to/for use in, countries where EU exporters would be prohibited to sell, export, or re-export such goods or technologies. This obligation also applies where such goods or technologies are incorporated into other products.

In particular, the Buyer shall not sell, export or re-export, directly or indirectly to the Russian Federation or Belarus, nor for the use in the Russian Federation or Belarus any goods supplied under or in connection with this GTCs that fall under the scope or article 12g of council regulation (EU) no 833/2014 or Article 8g of EU 765/2006 and shall ensure that the purpose of these is not frustrated by any third parties, including end-users, distributors and resellers.

16. TERMINATION

- 16.1 Termination for breach by the Buyer to perform its contractual obligations

eXcent France shall have the right unilaterally to cancel any order in case of breach by the Buyer of 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 9 "Confidentiality";

This termination for failure by the Buyer to perform its contractual obligations shall be effective, fifteen (15) days after a formal notice describing the nature of the breach, sent by registered letter 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.

- 16.2 Termination for serious defaults

Notwithstanding the termination for breach described above, **eXcent France** shall have the right to terminate any Order in case of serious defaults by the Buyer of one of its obligations, fifteen (15) days after a formal notice, describing the nature of the breach sent by registered letter with acknowledgement of receipt, has remained without effect and without prejudice to any other rights and damages that eXcent France may claim from the Buyer. This termination shall not entitle the Buyer to any damages

17. GOVERNING LAW - JURISDICTION

Any questions regarding these General Terms and Conditions of sales together with the sales it governs, shall be governed by the laws of France 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.