

## 1 GENERAL

- i. AOIP SAS ("the Seller") is not bound by any order given by the Buyer until it has accepted the same in writing. All orders are accepted on the strict understanding that these conditions apply and save as expressly agreed by us in writing these conditions shall override any conditions imposed by the Buyer notwithstanding that the same are subsequent in time to these conditions. Subject as herein provided no amendment to or waiver of these conditions shall be effective unless it is agreed by the Seller in writing.
- ii. No agent or other person is authorised to vary these conditions or to give any warranty or to make any representation or to incur any liability on the Seller's behalf.
- iii. Acceptance of any order will only be given by the Seller when the Buyer has given his formal written order in less than 8 days and clarified all technical and commercial details and when any required deposit payment has been received by the Seller.
- iv. Orders shall not be countermanded except with the written consent of the Seller and on payment of a cancellation charge in respect of the Seller's loss.
- v. Minimum order amount is set to 230 euros (ex VAT) in France and 500 euros (Ex VAT) abroad. An order with amount below those above mentioned limits can be accepted and will charge with an additional amount to cover the administrative tasks cost.

## 2 PRICES

- i. Quotations submitted by the Seller will be held firm for a period of 30 days.
- ii. Subject to Condition 2(i) above where the goods are sold by reference to the Seller's published price list, the price payable for the goods shall be the ruling price as published in the price list current at the date of acceptance by the Seller of the order.
- iii. In other cases and unless the price payable is stated to be fixed in the contract the price in the contract is based on the wage rates and other costs of the Seller at the date of acceptance of the order. If at the date of despatch of the goods from the Seller's works there has been any increase in all or any of such costs, the price payable for the goods may at the request of the Seller be increased accordingly. Where the price for the goods is varied in accordance with this condition the price as varied shall be binding on both parties and shall not give either party any option of cancellation.
- iv. There shall be added to the price for the goods any value added tax and any other tax or duty relating to the manufacture, transportation, export, import, sale or delivery of the goods (whether initially charged on or payable by the Seller of the Buyer). All goods are sold "ex works" unless otherwise stated. If the Seller arranges or undertakes the carriage, freight, insurance and any transport costs such costs including administration costs shall be for the Buyer's account and shall not affect the provisions of the contract as to the passing of risk.
- v. Where goods are sold "ex works" or under other commercial terms, such as FOB, FOR, FAS, CIF etc., the definitions and rules in INCOTERMS 2020 shall apply, except as expressly provided in the contract.
- vi. The Seller reserves the right to amend prices if a suspension or alteration to the date, method or other particulars of delivery should be due to the Buyer's instructions or lack of them.
- vi. Payment of money by the Buyer for the goods must totally fulfil the value of the Seller's invoice in the currency stated therein inclusive of any bank or other charges.

## 3 TECHNICAL INFORMATION

- i. All technical information whether supplied by the Seller or the Buyer relating to the goods the subject of the order, particularly drawings, weights and dimensions, are approximate unless confirmed otherwise.
- ii. Performance figures given by the Seller whether before or at the time of quotation or subsequently are approximate only.
- iii. All drawings, quotations, illustrations, descriptions, leaflets, samples or models relating to the Seller's goods are copyright and may not be passed on to any third party nor copied, imitated or used for the manufacture of the same or similar articles and must be returned to the Seller upon demand and the Buyer undertakes not to disclose to any third party any other technical information supplied by the Seller except with the express permission of the Seller.

- iv. The Buyer warrants that the manufacture of the goods to its order or design will not involve the Seller in the infringement of any patent, registered design or trademark or any other similar rights and the Buyer shall indemnify the Seller against all claims and expenses incurred by the Seller by reason of any such infringement or alleged infringement.

## 4 DELIVERY AND CARRIAGE

- i. The delivery or performance dates specified in the contract are approximate only and, unless otherwise expressly stated, time is not of the essence for delivery. The Seller will not be liable in any circumstances for the consequences of any delay in delivery or failure to deliver if the duration of the delay is not substantial or if the delay or failure is due to any cause whatever beyond the Seller's control or of an unexpected or exceptional nature.
- ii. Goods will be forwarded by such methods of transport as the Seller shall deem fit and the risk of loss or damage to the goods shall pass to the Buyer at the time the goods are consigned to the carrier. In effecting the contract of carriage the Seller shall be deemed to be acting as agent for the Buyer and in the event of loss or damage to the goods in transit the Seller shall take reasonable steps to pursue a claim for such loss or damage against the carrier on the Buyer's behalf provided that notification of the loss or damage shall have reached the Seller within three days of the damage or loss arising and the goods have been signed for "not examined". The Seller's liability in respect of any such loss or damage if admitted shall in any event be restricted to the value of the goods lost or damaged.
- iii. No delay shall entitle the Buyer to reject any delivery or any further instalment or part of the order or any other order from the Buyer or to repudiate the contract or the order.
- iv. Partial delivery: Unless Buyer's specific mention, Seller reserves the right to deliver partially the order and to invoice the corresponding part.
- v. Should the Buyer refuse to accept goods manufactured in accordance with the contract, or be unable to take delivery when the goods are ready to be delivered the Seller reserves the right to invoice same for payment as if his part of the contract had been fulfilled in every way. The Seller shall be entitled to place the goods in storage (either at the Seller's premises or at a third party's warehouse) store them and later remove them from storage at the risk and expense (including a charge at a commercial rate) for storage at the Seller's premises.
- vi. The Seller cannot undertake to meet any schedule of the Buyer's requirements supplied after the date of the contract and will have no liability whatever for delay in meeting or failure to meet all or any of such requirements (howsoever such failure or delay may arise).
- vii. The Seller will not be bound by any penalty for late delivery which the Buyer may seek to impose.

## 5 Reception

- i. Reception of the products consists in the verification by the Buyer of the conformity of the goods within the 15 days following the reception.
- ii. This period cannot be taken into account to calculate the payment date. Invoices are due for payment not later than 30 days from date of invoice.

## 6 TERMS OF PAYMENT

- i. Unless otherwise expressly agreed in writing invoices are due for payment not later than 30 days from date of invoice. When deliveries are spread over a period each consignment will be invoiced as despatched and each invoice will be treated as a separate account and be payable accordingly.
- ii. Failure to pay for any goods or for any delivery or instalment shall entitle the Seller to suspend further deliveries and work both on the same order and on any other order from the Buyer without prejudice to any other right the Seller may have. The Seller also reserves the right to require the total amount due, to require an additional sum of 40 euros( décret 2012.1115 of the 2nd of October 2012) and to charge interest on overdue accounts at three times the legal interest rate. The Seller reserves the right where genuine doubts arise as to the Buyer's ability to pay or in the case of failure to pay for any goods or any delivery or instalment as aforesaid to suspend delivery of any order or any part or instalment without liability until payment or satisfactory security for payment has been provided.

- iii. In the case of overseas contracts, and unless otherwise agreed in writing by the Seller, all payments shall be made by irrevocable Letter of Credit confirmed by Bank and valid for shipment and negotiation as stipulated in any Order Acknowledgement. All bank charges are to be borne by the Buyer. In the case of an FOB contract if goods are ready for shipment and cannot be placed on board ship because the Buyer or his forwarding agent has not given due despatch instructions within 21 days of being asked to do so or because vessels specified by the Buyer or his forwarding agent are not available for loading within 21 days of the date when the goods are ready for shipment or because of any other cause outside the Seller's control, then the Seller shall be entitled to place the goods in storage (either at the Seller's premises or at a third party's warehouse) store them and later remove them from storage at the risk and expense (including a charge at a commercial rate for storage at the Seller's premises) of the Buyer, and the warehouse receipt shall replace the Bill of Lading as payment document.
- iv. The Buyer is not entitled to withhold any due payment on the grounds of any equity set off or counterclaim.
- v. Any deposit paid to the Seller shall if the contract is duly performed by the Buyer be applied towards satisfaction of the purchase price or may, if the Buyer fails to perform the contract, be forfeited by the Seller at the Seller's sole option.

## 7 GUARANTEE

- i. Subject as hereinafter stated if any goods supplied shall prove defective in material (except sensing probes) or workmanship within a period of one year from delivery and the Buyer notifies such defect to the Seller in writing within fourteen days of it becoming apparent the Seller shall repair or replace at its option the goods or any part thereof free of charge and any repair or replacement part shall be subject to the same guarantee PROVIDED THAT the Seller shall be under no liability in respect of any defect if:-
  - a. the defect has arisen through fair wear and tear or
  - b. the goods have not been used, maintained, stored or protected in the proper manner or
  - c. the Buyer or any other person has executed or attempted to execute repair or alterations to the goods or
- ii. AND PROVIDED FURTHER THAT if any defective part is not of the Seller's manufacture the Buyer shall be entitled only to such guarantee as may have been given to the Seller by the manufacturer thereof and the Seller undertakes to pass the claim to such manufacturer.
- iii. In case of repair, the warranty period is six months from delivery
- iv. In case of selling of spare parts, additional electronic board, accessories (except sensing probes), independently from the purchase of a system, the warranty period is three months.
- v. After all those warranty periods, a maintenance or a calibration can be performed.
- vi. The guarantee aforesaid is in lieu of any other condition or warranty as to the quality or fitness for purpose of any goods whether implied by Common Law or Statute or otherwise and the Seller shall in no circumstances be liable for any loss or damage whether by way of loss of production, loss of profits, wastage of labour or materials or otherwise howsoever caused.
- vii. Any statements made about the Seller's goods by the Seller or its servants or agents whether orally or in writing are intended for guidance only and the Buyer should not place any reliance thereon without specific enquiry and without ensuring that any matter of concern to him is specifically mentioned in the contract.

## 8 CANCELLATION

- i. A 20% cancellation charge will be applied to cancelled orders and returned items which have been correctly supplied by AOIP SAS.

## 9 TITLE TO GOODS

- i. Ownership of the goods will not pass to the Buyer until payment for the goods has been received by the Seller in full. Nevertheless all risk in the goods shall pass to the Buyer when the goods are despatched from the Seller's premises. Until the time of actual payment to the Seller of the total amounts owing in respect of goods the Buyer shall keep the goods on behalf of the Seller and shall store the goods in such a way that they are separately identifiable; nevertheless prior to the time of actual payment for the goods the Buyer is entitled to use the goods in the normal course of its busi-

ness or to sell the goods to third parties in the normal course of its business on behalf of and for the account of the Seller (but so that the Buyer shall not be deemed as against any such third party to be the agent of the Seller) on the condition that the goods or any articles manufactured from or incorporating the goods are and remain the property of the Seller until payment has been received by the Seller as aforesaid and any amounts received from third parties for the goods or any articles manufactured from or incorporating the goods are held by the Buyer for the account of the Seller as trustee for the Seller pending payment in full to the Seller and the Buyer hereby assigns to the Seller all rights and claims that the Buyer has against any such third party.

- ii. The title of goods is performed according to the law N°80335 of the 12 th of May 1980.
- viii. The Seller may refuse to repair or replace defective parts as long as the Buyer has not performed his obligations.

## 10 Software licence

- i. Each software delivered with AOIP equipment is protected by a copyright owned by AOIP or any other company belonging to the ASGAR Group. Exploitation systems such like MS-DOS, WINDOWS, LINUX, UNIX are protected by the brand owner rights. Software are not sold, but supplied to the Buyer under a licensing system that comes into place at the delivery of the software and only allowing to the Buyer a user right.
- ii. Software protected by software or hardware protection key can only be used on a authorized computer. Any copy can be used only on this computer and will have to mentioned the AOIP copyright.
- iii. Buyer is not allowed to communicate any part of the software neither the documentation to a third party. An prior agreement will have to be asked to AOIP for such communication.. The Buyer is not authorized to transfer the software to a third party.
- iv. Customer license does not give any right to access to the source code. They can be supplied to the Buyer, under a separate contract. Software cannot be copied, de-compiled, or modified. Firmware are subject to the same rules as the above mentioned.
- v. Some software and firmware can be supplied by a third party. They are subject to the same rules as above mentioned
- vi. Seller reserves the right to stop the license period in case the Buyer does not follow the above mentioned rules. The Buyer agrees to return the concerned software as well as any documentation and to destroy any existing copy
- vii. Seller warranties software will enable the using described in the datasheet or commercial proposal within the 90 days of its acquisition date.
- viii. In case of failure, AOIP will proceed to the repayment, or the replacement or a revision of the software. Warranty is not valid in case of misuse. Except the warranties described here above, AOIP will not offer any other warranty than the above mentioned.

## 11 SITE

- i. The Buyer is solely responsible for the suitability of the site for the installation of the goods, for obtaining all necessary consents and approvals under planning and building regulations and bye-laws and for the preparation of the site, the construction of foundations and the provision of services so that the site is suitable to receive the goods.
- ii. Unless the contract expressly provides the contract does not include the installation, erection or commissioning of any goods or equipment or the supervision thereof. Where installation is included in the contract it is the responsibility of the Buyer to advise the Seller of prevailing site conditions with respect (inter alia) to physical characteristics, availability of services normal working hours, availability of labour any local or national labour arrangements or practices which might affect the work, and any other relevant factors. The Buyer shall ensure that the work can be carried out uninterrupted during normal working hours. Any additional costs caused by any interruption or delay not attributable to the Seller or its employees or because the Seller cannot gain access to the site shall be charged to the Buyer together with an appropriate allowance for profit. The Buyer shall also be responsible for providing a safe and healthy working environment for the Seller's employees and the Seller's sub-contractors and their employees and shall bear (or reimburse the Seller against) any loss, damage or compensation due to any person in relation to any death or personal injury or destruction or damage to property except to the extent that the same is due to the negligence of the Seller and the Buyer shall except as aforesaid keep the Seller fully indemnified in respect thereof.





# Sales Terms and Conditions

## 12 MODIFICATIONS ETC.

- i. Any extra work, requirement or modification in relation to the goods or their installation which is not expressly specified in the contract or which is expressly excluded by these conditions and which the Buyer requests shall, if the Seller is able and willing to agree thereto, be charged extra (including an appropriate allowance for profit) to the extent that such extra work requirement or modification increases the cost to the Seller of performance of the contract, and the Seller shall be allowed a reasonable extension or postponement of performance or delivery dates required to comply with any such request.

## 13 RESPONSIBILITY.

- i. Responsibility for AOIP is strictly limited to the obligations expressly agreed in the contract. All penalties and indemnities provided for therein will be the nature of liquidated damages, in full discharge and exclusive of any other sanction. Excludes repair body damage, liability of AOIP will all causes, limited to an amount that in the absence of a different stipulation of the contract, will be capped at the contractual amount of the provision or provision giving rise to the claim. AOIP not be held to repair immaterial or indirect damages which the customer or a third party would prevail against him; therefore, it cannot be held to indemnify including operating losses, production, profits or any other loss of economic or financial. Unless otherwise agreed in writing by AOIP these terms and conditions still apply. The verbal offers made by the staff do not engage AOIP after written confirmation. In case of reservations of the Buyer, the contract is deemed suspended until further written confirmation from us. Any change in control or additional service requested by the customer must necessarily result in a match. AOIP cannot be held responsible for damages due to the failure by the customer of his obligations or for indirect damage (eg increased inventory, lost profits, etc ...). These terms and conditions are governed by French law, the French text used as proof. In case of dispute on its interpretation or execution, the Tribunal de Commerce of Evry shall have sole jurisdiction. The invalidity of any provision would not opposed to the application of other provisions .