



Photonics
France

SEDI•ATI
fibres optiques

General Terms and conditions of Photonics France

for the supply of components, products or systems integrating
photonics technologies and related services

1 - Application

1.1 - Business practices

These general professional conditions codify the good practices and professional practices certified and based on the specificities of the profession represented by Photonics France for which they constitute the professional reference.

1.2 - Purpose

These general conditions define the rights and obligations of both parties and are intended to apply to all contractual relations between "the Supplier" and the client company hereinafter referred to as "the Client" and define their rights and obligations. They relate to the supply of components, products or systems incorporating photonics technologies and services.

1.3 - Position of the general terms and conditions of sale

In accordance with Article L441-1 of the French Commercial Code, these general terms and conditions constitute "the sole basis for commercial negotiation". They therefore apply to all the Supplier's business and form the legal basis of the contract unless there are specific conditions. The purchase conditions are only proposals of the Client. These general terms and conditions preclude any contrary clauses formulated in any way by the Customer if the Supplier has not explicitly accepted them. Any derogation from the general conditions, in favor of the Client, may justify a counterpart. Any order or acceptance of an offer from the Supplier implies acceptance of these general terms and conditions. The general terms and conditions of sale also include the Supplier's prices, communicated in the format it has predetermined. The invalidity of any of the clauses of these general terms and conditions shall not affect the validity of the other clauses.

1.4 - Legal regime

The resulting contracts and orders are governed by the law of the contract of enterprise when they apply to the production of a product on the basis of specifications or to the provision of a service. They are governed by the law of sale only when they apply to the supply of standard products.

2 - Contractual documents

Are contractual documents, in decreasing order of priority:

- The Supplier's offer,
- The present general conditions,
- The accepted order,
- The delivery note, the invoice.

However, the special conditions will prevail over these documents if they are expressly accepted by both parties.

Do not form part of the contract: promotional literature, catalogues, advertisements, price lists not expressly mentioned in the special conditions. In the event of a dispute over the interpretation of the terms, the French version shall prevail.

3 - Offer

According to article 1117 of the Civil Code, "The offer lapses at the end of the period set by its author or, failing that, at the end of a reasonable period". In the absence of a time limit specified by the Supplier, the "fixed time limit" within the meaning of this article shall be one month from the date of issue of the offer; beyond that, the price may be updated, taking into account changes in cost costs.

4 – Ordering

4.1 - Requirement definition

The Client, as a professional of the products or services he acquires, is responsible for defining and expressing his needs and those of his clients, at the stage of use and implementation, in particular the uses and purposes and the resulting constraints, which he must take into account when choosing the product. It is his responsibility to check, before any order is placed, that the products and services are suitable for these uses.

The Supplier, as a professional of the products he sells and the services he provides, will take into account the express requests made by the Customer and will respect them, within the limits of their feasibility, compliance with the contract and the rules of the art.

4.2 - Acceptance - Formation of the contract

4.2.1 - Information on catalogues

The Supplier may make changes or improvements to the information such as weight, packaging, technical characteristics, appearing on catalogues and other documents, which are indicative, and delete references, in particular for stoppage of manufacture, or replace references if necessary.

4.2.2 - Formation of the contract

The contract is concluded when the Supplier has sent an acknowledgement of receipt of the order or has clearly indicated its acceptance of the order by any written means.

Any reservations made by the Supplier shall not prevent the formation of the contract. In the event of any discrepancy between documents, the acknowledgement of receipt or acceptance of the order shall prevail.

If the order differs from the offer, it shall only have effect to the extent of such express acceptance by the Supplier, in accordance with Article 1118 of the Civil Code.

4.2.3 - Scope of the supply

The contract will be limited to the supplies and services expressly mentioned in the contract.

4.3 - Modification

Any modification of the contract or order requested by one of the parties is subject to the express acceptance of the other party.

However, the Supplier may make changes to the product and services that do not have a negative impact on its utility value or performance.

4.4 - Cancellation

Any modification of the contract requested by one of the parties is subject to the express acceptance of the other party. The order expresses the Customer's consent irrevocably. It cannot therefore cancel it, unless the Supplier has given its express prior consent. Consequently, if the Customer requests the cancellation of all or part of the order, the Supplier shall be entitled to demand performance of the contract and full payment of the price.



In the event of a termination of the contract or "order cancellation" granted by the Supplier, the down payments already paid shall remain the Supplier's first indemnity and the Customer shall indemnify him for all costs incurred and for all direct and indirect consequences resulting therefrom.

5 - Cooperation of the parties

The realization of a product, when it is designed or adapted, even in part, according to the specific needs of the Customer, can only be completed through the close cooperation between the parties.

5.1 - Duties of the Supplier

The Supplier shall take into account the Customer's requests and shall respect them, within the limits of feasibility, compliance with the contract and state of the art. He will inform the Customer, within the limits of his technical knowledge, of the constraints of the realization and the possible effects he may experience related to the use of the product.

The Supplier shall provide the Customer with all necessary, accurate and useful information for the operation of the product, including instructions for the use and maintenance of the machines in accordance with the regulations in force at the time of the order.

The Integrating Customer will always undertake implementation, compatibility and assembly studies. The operating characteristics of an assembly are placed under the responsibility of the Customer. The Supplier undertakes to provide him with the information at his disposal and necessary for the study. The Customer shall be responsible for compliance with the rules in force, in particular those relating to noise, health and safety.

In all cases, the Supplier shall only be liable for the conformity of the product with the specifications set out in the order acceptance or in an express letter of acceptance.

However, the Supplier may, at its express request, agree to undertake certain layout, compatibility or assembly studies, which will be invoiced and may only be binding on the Supplier in the event of gross negligence on its part in non-compliance with the rules of the art.

5.2 - Duties of the Client

The Customer is a professional with competence in his speciality as a user and is in charge of defining his needs and constraints and the purpose of the product, with the advice and expertise of the Supplier.

The Customer is obliged to provide all complete, accurate and reliable information and data concerning in particular:

- Its clearly articulated needs
- The operating and environmental conditions of the product,
- The composition and particularities of the materials and other elements that the product must use,
- The qualification of operators.

The satisfaction of its needs will depend in large part on this information.

The Supplier shall not be held liable for the consequences of an omission or error in the information provided by the Customer.

This collaboration also applies to the study, realization and development phases of the product.

The Customer undertakes to transmit information relevant to the implementation of the product, in particular safety information, to any sub-purchaser.

6 - Regulations

Special clause applicable to export: Unless otherwise agreed, the Supplier undertakes to deliver products that comply with the French regulations and with the technical standards for which it has explicitly declared conformity. The Supplier shall undertake to comply with other regulation only if it has been mentioned in advance by the Supplier and if it has been expressly agreed on by both parties. The Customer or, where applicable, the user, is responsible for the use of the product under normal conditions of use and in accordance with the safety and environmental legislation in force at the place of use as well as the best practices of his profession.

It is the Customer's responsibility to choose a product corresponding to his technical need or that of his own customer and, if necessary, to ensure that the product is suitable for the intended application and that the regulations in force are respected.

7 - Export and import controls

Some products may contain technologies and software subject to US and European Union export control laws and the laws of the country where they are delivered or used - including regulations on military or dual-use goods, which may require export or import licenses.

The Customer shall be responsible for all rules governing the export and import of the products and parts it incorporates and may not invoke force majeure or any other exempt cause in the event of an import ban for these products or their components.

The Customer is required to inform the Supplier in advance of the existence of such regulations when they are applicable to its supplies or services and when they involve obligations for the Supplier. In the event that the required authorizations are not obtained, the Supplier may cancel the sale.

The products may not be sold, rented or transferred to users or countries subject to restrictions, or who would use them for purposes of mass destruction or genocide.

The Supplier shall not be liable for delays and other consequences due to the application of these regulations. Contractual deadlines are extended by the time required to obtain approvals. In any event, the invoice must be paid in accordance with the terms defined by these business conditions or by the special conditions.

8 - Packaging

Non-returnable packaging, adapted to the product, made according to the Supplier's standard is not taken back. They comply with the environmental regulations applicable to the destination of the products. If the Customer requires specific packaging (external storage, maritime, waterproof, etc.), he must expressly request this from the Supplier before concluding the contract. The costs relating to the packaging mentioned in the offer are to be borne by the Customer. The Customer undertakes to dispose of packaging in accordance with local environmental legislation.

9 - Prices

Prices are established in Euros, excluding taxes and customs, transport, insurance, packaging costs, and unless explicitly agreed otherwise, at the Supplier's disposal "ex works" or warehouses (Ex Works - ICC Incoterms in force at the time the contract is concluded).

In the event that the Supplier is expected to pay local taxes, the Customer must inform the Supplier in advance of the existence of such local taxes.

The prices correspond exclusively to the products and services specified in the offer, taking into account the components of the accepted order.

Services and additional supplies are invoiced in addition. Unless otherwise agreed, specific or application-specific studies and pre-studies are not included in the price.

The application of article 1223 of the Civil Code relating to the right of partial acceptance is expressly excluded.

10 - Delivery

10.1 - Costs and risks

Delivery shall be deemed to have been made, unless expressly agreed otherwise, when the Supplier is made available "ex works" or in the Supplier's warehouses (Ex Works - ICC Incoterms in force at the time the contract is concluded). Transport, insurance, customs and handling operations are at the expense, risk and peril of the Client.

As soon as the product is made available, the risks are transferred to the Customer, regardless of the mode of transport, the methods of payment of the transport price and even if the transport is provided by the Supplier.

The Customer shall take out insurance covering all risks related to the product from the time it is made available. The immediate transfer of risk shall not prevent the Supplier from exercising the retention of title clause or its right of retention.

If the agreed date is exceeded, if the Customer does not collect the product, storage costs may be charged.

10.2 - Verification

In all cases, the Customer must, at his own expense and under his own responsibility, check or have checked the quantities and condition of the products as soon as they are received.

In the event of defects, non-compliance (damage, deterioration or missing items), he must, in addition to the reservations to be made on the delivery or collection slip, make reservations or exercise his remedies against the carriers within the time limits and in accordance with the legal forms, in accordance with Articles L133-3 and L133-4 of the Commercial Code.

Failing this, the Customer shall be deprived of any recourse against the carrier and the Supplier for any defects, non-conformities, damages, deteriorations or missing parts noted. A statement such as "subject to unpacking" has no legal value and cannot constitute a reservation.

A complaint made by the Customer does not suspend the obligation to pay for the compliant products delivered

10.3 - Time limits

The specified delivery times always apply to products made available to the Customer in the Supplier's stores or warehouses, regardless of how the products are transported. They run from the date of final acceptance of the written order by the Supplier. However, they shall not apply if the Client has not fulfilled one or more of his obligations, and in particular: payment of the deposit if it has been agreed, late payment, provision of all necessary information and authorizations, validation of plans for specific products or agreement on the method of execution, provision of supplies incumbent upon him where applicable. They are suspended in the event of force majeure.

Delivery or completion times, unless expressly agreed otherwise, are indicative only and are kept to the extent possible: delays in relation to the stipulated time limit may not justify cancellation of the order, refusal of delivery or termination of the contract, nor give rise to damages, indemnities or penalties except in cases where they have been expressly agreed.

Partial deliveries are permitted unless otherwise stipulated in the contract.

The Supplier shall be automatically released from any commitment relating to contractual deadlines in the event of the Customer's failure to fulfil any of its contractual obligations.

In the event that penalties have been agreed, they shall have the value of lump-sum compensation, in full discharge and shall be exclusive of any other sanction or compensation. In no case may they exceed 0.5% of the value of the product in arrears, per full week of arrears, with a maximum cumulative amount of 5%.



11 - Installation, testing and acceptance

The following provisions apply when the product covered by the contract is equipment and it has been agreed that assembly, installation, testing and/or commissioning shall be carried out by the Supplier (which may delegate or subcontract all or part of it to any person of its choice).

11.1 - Access, facilities and infrastructure on site.

The Customer undertakes to provide the Supplier with its prevention plan for access to the site on the agreed date. The Supplier shall ensure that its personnel comply with this plan.

The Customer undertakes to provide the Supplier with the necessary competent personnel free of charge. The Customer must provide the facilities and services (including offices, utilities, fluids and energy, consumables and accessories, etc.) necessary for the correct execution of on-site operations. After use, these installations will be returned to the Customer and the Supplier shall not be held liable for their normal wear and tear and/or any damage resulting from their reasonable use.

All the infrastructures necessary for the proper functioning of the delivered product (cables, power supplies, connections, ventilation, all servitudes, foundations, civil engineering) will be carried out by the Customer, at his expense and under his responsibility.

The Supplier's liability for compliance or delay shall be excluded if the Customer has failed to fulfil its obligations.

11.2 – Receipt

The Customer is required to carry out the acceptance of the product by which he acknowledges its conformity to the contract. The Supplier shall notify the Customer in writing of the date of the contradictory receipt.

In the case where the product is composed of a set of materials, this set may be the subject of a global acceptance, but each material may be the subject of a separate acceptance valid for this element.

The contract provides for the conditions of acceptance and its recording in a report.

Invoicing and payment terms shall run from the date of signature of the receipt report.

The Customer shall refrain from any use or commissioning of the product before receipt, unless expressly agreed by the Supplier; in the absence of such agreement, any use or commissioning, in whole or in part, shall be deemed to be acceptance.

12 - Payment

12.1 - Conditions

The terms and conditions of payment will be determined in the contract. The Supplier may request a minimum deposit of 30%.

In the case of the sale of spare parts, and unless otherwise specified, the prices shall be understood as payment in cash on the delivery date.

12.2 - Payment terms

The invoice shall indicate the date and place of payment.

Deposits are always paid in cash.

Other payments shall be paid at the latest within 30 days of the date of issue of the invoice, unless a shorter period has been agreed. The payment dates agreed contractually cannot be unilaterally challenged by the Customer under any pretext whatsoever, including in the event of a claim or dispute, whatever the reason (claim related to delivery, warranty claim, etc.).

Advance payments are made without discount unless otherwise agreed.

12.3 - Delays

In accordance with Article L 441-6 of the French Commercial Code, any late payment makes it automatically payable from the first day following the payment date on the invoice:

1/ Late payment penalties. They will be determined by applying the European Central Bank's refinancing rate plus ten points.

2/ A flat-rate indemnity for recovery costs, amounting to 40 euros (Article D 441-5 of the French Commercial Code). Pursuant to the aforementioned Article L441-6, when the recovery costs incurred exceed the amount of this fixed indemnity, the Supplier is also entitled to claim additional justified compensation.

In addition to the above penalties and indemnities, late payment may result, if the Supplier deems it appropriate, in the forfeiture of the contractual payment term, with all sums due becoming immediately due.

The fact that the Supplier avails itself of one or more of the provisions of this article does not deprive it of the possibility of implementing the retention of title clause stipulated below.

In the event of non-performance or imperfect performance of its obligations by the Customer, and in particular in the event of late payment, the Supplier may "refuse to perform or suspend the performance of its own obligation", pursuant to Article 1217 of the Civil Code and may also exercise its right of retention, in accordance with Article 2286 of the Civil Code.

12.4 - Prohibition of automatic debit notes

Any debit or credit note practice, whether automatic or unilateral, is prohibited. Any automatic debit shall constitute an unpaid amount and shall give rise to the application of the provisions of these general conditions governing late payment.

12.5 - Modification of the Client's situation

In the event of a deterioration in the Customer's situation noted by a financial institution or attested by a significant delay in payment or when the financial situation differs significantly from the data made available, delivery shall only take place in return for actual payment and the Supplier reserves the right to modify the payment terms.

13 - Retention of title

The Supplier retains full ownership of the goods covered by the contract until full payment of the price in principal and accessories, in accordance with Articles 2367 et seq. of the Civil Code and L. 624-16 et seq. of the Commercial Code.

Nevertheless, as from the time of availability, the Client assumes full responsibility for any damage that these goods may suffer or cause for any reason whatsoever.

In the event of resale, the Supplier may exercise a resale right by claiming the claim directly from successive purchasers.

The Customer who uses the product shall refrain from reselling it until he has paid the full price.

In the event of a claim being made, the instalments already paid shall remain definitively vested in the Supplier by way of compensation, without this affecting the possibility for him to obtain full compensation for his loss.

14 - Intellectual property - Confidentiality

14.1 - Intellectual property

All plans, studies, descriptions, technical documents or specifications provided by one of the parties to the other party are submitted as part of a loan for use, the purpose of which is to evaluate and discuss the Supplier's commercial offer and, in the event of an order, to execute the contract. They may not be used by the other party for other purposes or communicated to a third party without the prior consent of the party owning these documents.

Each party retains all material and intellectual property rights to their transmitted documents. These documents must be returned to him on first request.

In addition, the Supplier's studies, even those drawn up following the specifications in order to improve the product, remain its exclusive property and may not be communicated, carried out or reproduced without its written authorization.

The payment of the studies does not entail any transfer of any intellectual property right to the Client. No transfer of intellectual property may take place without a prior written contract.

The price of the product and/or services does not include the transfer of intellectual property and know-how, which remain the sole property of the Supplier, including the intellectual property rights of software, applications, databases and specific developments, even those carried out under the contract.

There is no legal provision requiring the Supplier to provide the Customer with the manufacturing plans.

The prototypes sent to the Customer are covered by strict confidentiality. They may only be disclosed to a third party with the express permission of the Supplier.

The Client guarantees that at the time of conclusion of the contract, the content of the documents and information it transmits, and their implementation conditions do not use intellectual property rights or know-how held by a third party. He guarantees to be able to freely dispose of it without violating a contractual or legal obligation.

It shall indemnify the Supplier against the direct or indirect consequences of any liability action resulting in particular from an action for infringement or unfair competition.

14.2 - Confidentiality - Trade secrets

The parties mutually undertake an obligation of confidentiality relating to any oral or written information, whatever its form and medium (discussion reports, plans, computerized data exchanges, activities, installations, projects, know-how, products, etc.) exchanged in the course of the preparation or performance of the contract, even in the event of unsuccessful negotiations, except information which is generally known to the public or which will become known to the public otherwise than through the fault or fault of one of the parties.

Consequently, the parties undertake to:

- keep strictly secret all confidential information, and in particular never to disclose or communicate, in any way whatsoever, directly or indirectly, all or part of the confidential information to any person without the prior written consent of the other party;
- not to use all or part of the confidential information for any purpose or activity other than the performance of the contract;
- not to copy or imitate all or part of the confidential information or to produce or have produced products using the said information.

The parties undertake to take all necessary measures to ensure compliance with this obligation of confidentiality, throughout the duration of the contract and even after its expiry and undertake to ensure compliance with this obligation by all their employees. This obligation is an obligation of result.

Any breach of these confidentiality commitments shall constitute a breach of the provisions of Directive 2016/943 of 8 June 2016 on the protection of undisclosed know-how and commercial information (known as the Trade Secrets Directive) and Law No. 2018-670 of 30 July 2018, transposing this Directive, whose provisions the Supplier and the Customer undertake to respect.

15 – Hardship

15.1 - Events of hardship

In the event of a change in unforeseeable circumstances at the time of conclusion of the contract making performance excessively onerous for one party, the parties shall renegotiate the amendment of the contract in good faith. This list is not exhaustive and includes but is not limited to the following



events: changes in raw material prices, changes in customs duties, changes in exchange rates, changes in legislation. In the event of refusal or failure of the renegotiation, the parties may agree to terminate the contract, on the date and under the conditions they determine, or request by mutual agreement that the judge adapt it. If no agreement is reached within a reasonable time, the judge may, at the request of a party, revise or terminate the contract on the date and under the conditions set by the judge, in accordance with article 1195 of the Civil Code. The Supplier therefore declares that it does not accept in advance the risk of such changes in circumstances, as such acceptance can only result from a specific, written and prior agreement. No firm price stipulation or other mention should be interpreted as such acceptance of this risk.

15.2 - Force majeure

Neither party to the contract shall be liable for any delay or failure to perform any of its obligations under the contract if such delay or failure is the direct or indirect result of a case of force majeure.

Force majeure occurs when an event beyond the control of a party, which could not reasonably have been foreseen at the time the contract was concluded and whose effects cannot be avoided by appropriate measures, prevents the performance of its obligation.

If the impediment is temporary, performance of the obligation shall be suspended, unless the resulting delay justifies termination of the contract. If the duration of the impediment exceeds one month, the parties shall consult as soon as possible to examine in good faith the evolution of the contract.

If the impediment is final, the contract is automatically terminated under the conditions provided for in articles 1351 and 1351-1 of the Civil Code, if it seems appropriate to the party who is prevented.

Without this list being exhaustive, the following events are considered as cases of force majeure:

- occurrence of a natural disaster,
- earthquake, storm, fire, fire, flood etc.
- armed conflict, war, attacks,
- labour dispute, total or partial strike at the Supplier or the Customer,
- labour disputes, total or partial strikes by suppliers, service providers, carriers, posts, public services, etc,
- mandatory injunction by the public authorities (import ban, embargo, etc.),
- operating accidents, machine breakdowns, explosions,
- lack of supplier.

Each party shall inform the other party, without delay, of the occurrence of a case of force majeure of which it becomes aware and which, in its opinion, is likely to affect the performance of the contract.

16 - End of product life

For the product or products covered by the contract and covered by the regulations on waste electrical and electronic equipment (WEEE) referred to in Decree No. 2014-928 of 19 August 2014 codified in Articles R 543-172 et seq. of the Environmental Code, the Supplier complies with its obligations under Articles R543-195 and subsections of the Environmental Code.

The Customer undertakes to use the means implemented by the Supplier when he wishes to dispose of these products, or if necessary, to transmit this information to all successive purchasers of these products.

17 - Warranty and liability

17.1 - Contractual guarantee

17.1.1 - Definition

The Supplier undertakes to remedy any malfunction resulting from a defect in design, construction, materials or workmanship, within the limits of the provisions below. The Supplier's obligation does not

apply in the event of a defect resulting from either a design or an implementation imposed by the customer.

17.1.2 - Duration - Starting point

This commitment, unless otherwise specified, applies only to defects that have occurred within a period of 12 months (warranty period) from the date of delivery.

In the event that the Supplier is an integrator of a product it has acquired, the starting point of the warranty on this product is the date on which it is delivered to the Supplier.

The warranty is limited, at the Supplier's option, to the repair or replacement of parts returned to its workshops at the expense and risk of the Customer and found defective by the Supplier.

Replacement or repair of parts under warranty does not extend the warranty period in any way.

17.1.3 - Customer's obligations

In order to be able to invoke the benefit of these provisions, the Customer must notify the Supplier in writing of the defects he attributes to the product and provide any justification as to their reality. It must give the Supplier every facility to identify these defects and assess whether the conditions of the guarantee are met.

17.2 - Liability

The Supplier's civil liability, all causes combined, with the exception of personal injury and gross negligence, is limited to 50% of the price excluding VAT of the supply received.

In the event of contract work on a part supplied by the Customer, the Supplier's liability in the event of loss, damage or scrap of the part is capped at the price excluding VAT of the service.

The Supplier shall only be liable for direct material damage caused to the Customer, which results from errors in the performance of the contract that are exclusively attributable to him. It shall not be liable to compensate either consequential or indirect damage, such as loss of business, production, profit, loss of opportunity, commercial damage, loss of image, loss of profit, etc.

He cannot be held liable for any additional insurance.

17.3 - Exclusions of warranty and liability

17.3.1 - General cases of exclusion

Any warranty and liability are excluded for incidents due to force majeure or in particular in the following cases:

- Installation, assembly, installation, use, erroneous, unsuitable or non-compliant maintenance, in accordance with any instructions given by the Supplier or the manufacturer of the product, or with the rules of the art of use,
- Failure by the Customer, the user or a third party to comply with the safety and environmental regulations applicable to them,
- The use of the product by the Customer in operating and environmental conditions not mentioned in the contractual specifications;
- Negligence, lack of supervision,
- Commissioning or installation by the Customer without the Supplier's assistance in the event that contradictory acceptance is provided for,
- The modification or repair of the product or the addition or integration of parts or elements by the Customer, the user or a third party, without the prior written consent of the Supplier,
- Defects that result in whole or in part from normal product wear and tear,
- Damage, defects or accidents attributable to the Customer, the user or a third party, a fault committed by the Customer in connection with the performance of the contract,

- Any error or omission in specifications, designs or technical solutions imposed by the Customer,
- A case of force majeure as defined in these general conditions.

The guarantee will be suspended in the event of non-payment by the Customer of one of the contractual payment terms.

17.3.2 - Prototypes

A prototype is defined as the first copy of an object intended to be reproduced and on which the final adjustments have yet to be made.

Any liability and guarantee are excluded for damage of any kind resulting from the supply, installation and maintenance of prototypes.

17.3 - Regulatory compliance

The offer incorporates regulatory requirements and, more generally, the security requirements known to the Supplier at the time it is drawn up. In the event of a change in these requirements between the submission of the offer and the complete performance of the contract, the Supplier shall not be responsible for bringing the contract into conformity and shall send the Customer an additional offer to this effect.

Similarly, if during the same period, the Supplier receives information necessary for the product, which it did not have at the time the offer was drawn up, the modifications or additional equipment or materials made necessary as a result will be the subject of an additional offer.

Any intervention on the product by the Customer, by the user or by a third party not authorized by the Supplier that may lead to a change in safety conditions shall result in the cancellation of the EC declaration of conformity submitted by the Supplier. The replacement of a part with safety implications by a part that is not original shall also result in the cancellation of the said declaration.

18 - Resolution - Contractual sanctions

No termination clause shall have effect unless a stipulation expressly accepted by the Supplier, including a sufficient period of performance after formal notice and specifying the commitments whose non-performance may result in termination.

The application of article 1222 of the Civil Code, relating to the creditor's ability to enforce the obligation himself, is expressly excluded.

No request for a price reduction, for any reason whatsoever and in particular on the basis of article 1223 of the Civil Code may be implemented without the prior and express agreement of the Supplier.

19 – Disputes

The fact that the Supplier does not at any given time invoke any of the clauses of the general terms and conditions shall not be construed as a waiver of its right to invoke them at a later date.

The invalidity of any of the clauses of these general terms and conditions shall not affect the validity of the other clauses.

Any Customer document written in a language other than French shall not be considered enforceable, unless the Supplier expressly agrees to accept its enforceability. In the event of differences in interpretation between a text in French and a text in a foreign language, the French text shall prevail.

The Supplier and the Customer undertake to attempt to settle their disputes amicably before using any other means of settlement. If no amicable resolution is reached within one month of the first request, each of them may request mediation or refer the matter to the competent court.



In the absence of an amicable agreement, the commercial court within whose jurisdiction the Supplier's registered office is located shall have sole jurisdiction, regardless of the terms of the sale and the method of payment, even in the event of a guarantee claim or multiple defendants.

French law is the only law applicable to the contract and its consequences.

In the event of export, the 1980 United Nations Convention on Contracts for the International Sale of Goods, known as the Vienna Convention, shall apply and, in the alternative, French law.

