

**1. Application domain :**

These General Terms and Conditions (GTC) shall apply to any sale of products, components, equipment and/or service provision to the client regardless of its quality: manufacturers, integrators, retailers, users or others. They also apply to all estimates, quotations or offers made by Automatismes du Centre Est («ACE») and form part of any order. The acceptance of estimates and quotations, or any order implies unreserved acceptance of these Terms and exclude any contrary provisions contained in other documents, including on customer orders and its General Conditions of Sale.

These general conditions of sale take priority in all cases over the general conditions of purchase, as well as all clauses of any kind, printed or handwritten contained on client business documents.

**2. Orders :**

Any order implies full acceptance of these terms of sale by the purchaser. They supersede any contrary conditions stipulated by the purchaser, in its conditions of purchases and purchase orders.

Any order received is always subject to our acceptance. This can only result from the issuance of an order acknowledgment or direct execution of the order.

The information contained in catalogs, brochures, advertisements, price lists and other business documents or on our website are provided for information only and shall not be binding.

Any order under 76 € EXCLUSIVE OF TAXES will be charged with additional administration costs of 15 € EXCLUSIVE OF TAXES.

**3. Prices :**

The price applicable to a product is that of our current rates at the order date or, failing which, the one offered following the purchaser enquiry. If that price is modified between the order date and the date of delivery, the purchaser will be informed of the new applicable price and be deemed to have accepted it except refusal within eight days. All prices are stated quoted net, exclusive of VAT, unpacked products, ex works (under INCOTERM "Ex Works" in its latest version at the issuance date of the order) unless special agreements

If delivery of the product at the purchaser's place, he shall be charged a flat fee for shipping and packaging costs per our current rates. There will also be additional flat fee for billing cost, which will be quoted upon the purchaser's request.

**4. Payment :**

Orders will be billed per the payment method offered and selected in our document "Account Opening". An advance payment or a part payment may, however be asked from the purchaser with order, depending on its complexity. Only the effective cashing of checks, commercial papers and bank acceptances are worth full payment to us.

Every invoice without a duplicate request within ten days after delivery or goods pick-up is deemed received by the purchaser. No dispute arising under the contract (over quantity or quality of the products sold, or about the description or an amount on the invoice) shall interfere with prompt payment in full of an invoice at due date. In the event of partial delivery, full delivery failure or delay shall not interfere with the payment of the goods already delivered.

Any complaint about the amount of an invoice shall be considered only if it is made in writing within fifteen days after its issuance. If the complaint is considered valid by our head office, only a credit note shall be granted to the purchaser. This credit note may offset the invoice if it is issued before the due date.

Any partial or total non-payment of a due date shall be charged an interest on late payment based on a rate equal to three times the legal interest rate, from the due date until actual payment, as well as a flat rate of 15 euros for processing fees. In addition, the non-payment of an invoice at due date allows to suspend delivery of all pending orders and all outstanding debts become due for immediate payment without prior formalities. In case of legal proceedings for debt recovery, the purchaser shall be charged a fixed sum for the costs equal to 15% of the sums due.

**5. Delivery - Risk and retention of title transfer :**

**5.1** The purchaser agrees to take delivery of the products at the given place and time. Failing that, the delivery is deemed to have been made, under the agreed terms with all its legal effects.

Delivery deadlines are given for information purpose only, their failure shall not entitle to penalties for late delivery, termination of the order or deferred payment. Any additional costs caused by delivery delays beyond our control shall be charge to the purchaser.

Force majeure, war, strikes, lockouts, road blockades, epidemics, lack of materials, fires, floods, tooling accidents and any other causes resulting in unintended disruption to products supply from our suppliers, shall relieve us of the obligation to provide the products concerned within the time originally planned. If the event is to last more than thirty days from the date of occurrence thereof, the sales contract with the purchaser may be terminated by either party, without any of party being entitled to be granted damages. Product loading operations are carried out by the one that arranges for the goods to be sent. In all cases, the purchaser is responsible for the goods unloading operations at the delivery place regardless of the contribution of our driver or that of the driver of the carrier chartered by us.

**5.2** Risk in the goods sold shall pass to the purchaser before loading in our store, regardless of the specific agreements with the purchaser concerning the transport. Storage of goods sold shall also pass to the carrier, before loading in our store whether it is chartered by us or by the purchaser. It then passes to the purchaser on arrival of the products in his warehouse or construction site before unloading.

**6. Retention of title**

We shall retain ownership of the goods until their payment in full. The purchaser is required to make all the arrangements for the identification of the products purchased as our property until full and effective payment. In the event of nonpayment or partial payment of a due invoice, the purchaser acknowledges us free access to its buildings to enable creating an inventory of our products and, if he is not subject to collective proceedings, to collect or to have the unpaid products collected without prior formality. Notwithstanding this clause, ownership and risks in goods sold are passed to the purchaser under the terms of Article 5.2.

**7. Warranty :**

In case of a proven quality defect in a product, our guarantee shall exclusively cover the replacement of the defective product (or, if replacement is not possible, the refund of the price paid), excluding any compensation for direct or indirect damages suffered by the purchaser, his staff or any third parties.

The duration of guarantee is the same with that of the manufacturer or the distributor of the product, but with a six-month minimum duration on receipt of the product by the purchaser.

However, in case of apparent defect in a product or shortage recorded by the purchaser on delivery, our guarantee is limited to the liability of the carrier chartered by us. This shall be exercised if the purchaser transmits immediately accurate and complete written reservations on the delivery note, that he notifies by extrajudicial act or registered letter within three days from the delivery, and if he gives us notice of his complaint within eight days from delivery.

Similarly, in case of goods pick-up or delivery by us, any visible defect or any shortage must be recorded immediately by the purchaser shall give right to: either a refusal of the delivery or pick-up of the defective products, or the issuance of accurate and detailed reservations on the pick-up or delivery note, followed by a written complaint within eight days for any complaint on the quantity.

Otherwise, goods delivery is deemed to comply with the order and no further complaint from the purchaser shall be allowed.

In case of pick-up or delivery of a defect-free product but different from that ordered, our warranty shall exclusively cover the replacement by a compliant product, and shall be exercised only if the purchaser restores the wrong product in its exact delivery condition and if he gives notice of the complaint within eight days from receipt of goods.

Products modified by the purchaser or by a third party, products that are not used for their intended purpose and those that have been used in breach of the recommendation and / or manufacturer's use instructions shall lose the guarantee service. If the guarantee service involves products replacement, they must be restored by the purchaser at his own expense, following the INCOTERM "Delivered Duty Paid" (in its latest version at the restore time)

The warranty period for products manufactured and/or installed by our company as part of our service provision is limited to 12 months from the date of delivery. It covers products object of the contract, excluding wear parts or consumable products. ACE undertakes to remedy all manufacturing defects. within the limits of the provisions below. ACE warranty will not apply in case of:

- Anomalies from supplies, products or parts provided or designed by the client.
- Fortuitous anomalies or force majeure, as well as replacements or repairs resulting from accidents, abrasion, corrosion, clogging, from normal wear and tear of equipment, defect due to neglect, oversight of supervision or lack of care, from improper use of equipment,
- Defect due to operations with misapplied components or parts
- The presence of impurities or foreign bodies in the circuits,
- Improper conditions of use,
- Repairs or service by others than ACE.

The repair, the modification or the replacement of parts during the warranty period shall not extend the warranty term.

The warranty service may result in temporary operation's interruption of the installed equipment.

ACE liability is strictly limited to the warranty service and commitments listed above. It is expressly agreed that ACE shall not be held in any other compensation for any reason, than those defined above. ACE shall not compensate for any indirect or consequential damages such as income loss, earnings loss, operating loss, financial cost, business loss, etc. ...., the client renouncing all recourse against ACE and his insurers, both in his name and on behalf of his own insurers.

**8. Returned goods :**

No good may be returned by the purchaser without our prior written consent. This consent may only be given in exceptional cases, within a maximum period of three months from the delivery of products, if the products are stock item, new and in their original packaging. Products must be returned to our warehouse following the INCOTERM "Delivered Duty Paid" (in its latest version at the time of the return). Products trade-in is defined from invoiced purchase price charged less of a discount, which amount is sent to the purchaser in our RMA (return merchandise agreement), as a non-refundable credit note.

**9. Lease :**

Any defects upon receipt of the lease product involves material additional invoicing corresponding to the repair and / or cleaning costs required.

**10. Contract change :**

If serious reasons and / or payment difficulties are to be expected from the purchaser at the time of the order or subsequent thereto, if the purchaser is no longer creditworthy at the date of the order acceptance, ACE shall make conditional acceptance of the order or its execution to a cash payment, a reduction in the payment deadline granted if applicable or to the provision of guarantees for billing settlement.

**11. Contract cancellation :**

The sale contract shall be canceled as of a right and without other formality than a formal notice to the purchaser without any return answer within eight days. The sale contract shall also be canceled in the event of a deadline non-payment at the agreed term, as well as a non-compliance with any of the obligations under these terms of sale or under special conditions of sale.

**12. Intellectual property :**

Plans and technical documents for the installation, maintenance, total or partial manufacture of the equipment and / or parts provided to the clients before or after the conclusion of the contract remain the exclusive property of "ACE".

**13. Data protection :**

The purchaser is informed that the personal information that may be collected as automated or non-automated processing, are intended to our company, exclusively for administrative and business management purposes. They are for internal use and therefore not subject to any assignment to third parties. In accordance with the Law No. 78-17 of 6 January 1978 relative to data protection, processing and privacy, the purchaser has a right of access, rectification and opposition regarding this information.

**14. Disputes :**

In case of dispute, the courts in the jurisdiction of our DIJON headquarters shall be the only competent, even in case of multiple defendants or introduction of third parties. Only french law is applicable.