

These general conditions of sale (hereafter 'the **General Conditions of Sale**' or 'the **GCS**') shall govern all contractual relations between **Noiro** (hereafter 'the **Vendor**') and its clients (hereafter 'the **Purchaser**') for the sale of products and equipment (hereafter 'the **Products**').

1. GENERAL INFORMATION - ORDERS

1.1 The placement or submission of any order with the Vendor automatically implies, as an essential and determining condition, the Purchaser's acceptance without reserve of these General Conditions of Sale (GCS) and its waiver of any general conditions of purchase of its own. The GCS take precedence over all other general or specific conditions of sale of the Purchaser and/or any other printed or handwritten provision included in any other of the Purchaser's sale documents, regardless of whether said documents and/or conditions were presented to the Vendor before or after receipt of these GCS by the Purchaser. The only exception to this shall be specific clauses duly approved by the Vendor.

1.2 The Vendor is not bound by any commitments that its representatives or employees may undertake unless subject to written confirmation.

1.3 All orders shall be deemed firm and definitive.

1.4 The Vendor reserves the option to make confirmation of any order subject to presentation by the Purchaser of appropriate accounting, financial or legal documents or, where applicable, guarantees.

2. DELIVERY LEAD TIMES - DELIVERY - TRANSPORT - CUSTOMS

2.1 Delivery lead times are provided for reference purposes at the time of order confirmation, and delays may under no circumstances be used as grounds for cancelling an order or claiming compensation of any kind.

2.2 Delivery is deemed complete at the factory or store of the Vendor. Invoicing shall arise from the action of delivery.

2.3 All Products, regardless of invoicing terms or delivery mode, are transported at the Purchaser's risk and peril. The Purchaser is responsible for verifying shipments on arrival and for raising all appropriate exceptions with and, where appropriate, seeking remedy against the carrier.

2.4 To be eligible, claims concerning the composition, quantity or weight of Products delivered or their non-conformity with the packing note must be submitted within 48 hours of receipt of the Products, without prejudice to any other recourse to be taken against the carrier within 72 hours in accordance with the provisions of the Commercial Code.

2.5 The weight of any product includes its packaging. Customised packaging shall be invoiced separately.

2.6 No product return shall be accepted without prior written approval in principle from the Vendor of the return and of the financial and operational terms of same.

2.7 For sales within the EEC and the French Overseas Regions and Territories, the Purchaser agrees to forward the duly signed transport document to the Vendor.

3. PRICING - TERMS OF PAYMENT

3.1 Product prices shall be those in effect on the date of delivery. All prices are ex works and do not include taxes.

3.2 Payments shall be submitted net to the Vendor at its premises. In the event of payment via negotiable instrument (e.g., bill of exchange, promissory note), the Purchaser agrees to accept and return any instruments presented to it within seven days.

3.3 Any delay in payment shall result in the invoicing by the Vendor of default interest corresponding to the refinancing rate in effect at the European Central Bank plus seven points. Collection fees shall be added to this amount.

3.4 Discounts: A discount will be offered to the Purchaser for early payment by 15 days or more in relation to the contractual payment due date based on the current prime interest rate on the delivery date.

3.5 The Vendor reserves the right to require payment in full or in part at the time of order placement if it deems this to be justified by the Purchaser's financial position.

3.6 Terms of payment may not be delayed or made pending on resolution of any claim concerning the quality of the Products unless evidence of the quality defect was presented prior to the due date. Payment may be withheld only with respect to the invoiced value of the specific Products affected.

4. TRANSFER OF RISK AND RETENTION OF TITLE

4.1 The Vendor retains ownership of all Products sold until receipt of full payment of principal, interest and any other amounts in arrears concerning said Products. Default on compliance with any payment due date shall give the Vendor right to claim recovery of the Products.

4.2 The Purchaser assumes nonetheless as of delivery all risk of loss or wear of the Products and liability for any damage they may cause.

5. GUARANTEE

5.1 The guarantee is limited strictly to the replacement or on-site repair, at the Vendor's discretion, at no charge of the parts of Products acknowledged to be defective. This guarantee excludes all costs of labour and travel as well as any form of claim of money damages.

5.2 Upon receipt of agreement in principle from the Vendor for return of any parts, the Purchaser is to ship the parts prepaid and properly packaged within 15 days. Costs of dismantling and reassembly may not be charged to the Vendor.

5.3 The guarantee is applicable only to Products subject to normal use under the operating conditions for which they were intended. The guarantee does not apply to incidents classified under fortuitous events or force majeure or to replacements or repairs required due to the normal wear of the Products, from deterioration or accidents resulting from any negligence, unauthorised modification, incorrect installation, inadequate monitoring or maintenance, or from use deemed abnormal or not in accordance with the Vendor's recommendations.

5.4 The duration of the guarantee ('**Guarantee Period**') for all Products is specified in the [product catalogue]. The Guarantee Period begins on the date of invoicing. In the event of uncertainty concerning the start date of the Guarantee Period, the maximum period may not exceed by more than six months a guarantee period calculated from the date of manufacture of a product.

5.5 Repairs and replacements carried out under the auspices of a guarantee do not extend the original guarantee or start a new guarantee.

6. LIABILITY

6.1 The Vendor's liability is limited strictly to its obligations as set out in the GCS. The Vendor is bound to address only direct material damages resulting from faults attributable to it. As such, the Vendor is not responsible for addressing any harmful consequences arising from neglect on the part of the Purchaser or any third party. Regardless, the Vendor's liability shall under no circumstances exceed the amount of the Purchaser's order for the product involved in an incident. No action may be taken against the Vendor after a period of one year from the date of any incident.

6.2 The Vendor shall under no circumstances be bound to provide compensation for immaterial or indirect damages including, but not limited to, business interruption, loss of profit or market injury affecting the Purchaser.

7. FORCE MAJEURE

No claim may be made concerning the liability of the Vendor, which shall be held harmless from any obligation, in the occurrence of a fortuitous event or force majeure arising from the Purchaser, a third party or any external cause, such as a labour conflict, intervention of a civil or military authority, change in laws or regulations, natural catastrophe, fire, water damage, malfunction or disruption of a telecommunications or electrical network, equipment malfunction, scrapping of essential parts during production, default or neglect of a supplier or subcontractor, shortage of raw materials or energy, disruption or delay in transport or any other incident resulting in partial or total work stoppage for the Vendor or its suppliers.

8. GOVERNING LAW - JURISDICTION - CHALLENGES

8.1 The GCS and contracts of sale arising therefrom are governed by French law.

8.2 Any dispute arising with respect to the validity, interpretation, execution or inexecution of the GCS shall be submitted for mediation as a mode of amicable settlement before referral to the Paris Commercial Court (Tribunal de Commerce de Paris). This mediation shall be governed by the guidelines for mediation of the CMAP to which the parties declare they defer (CMAP - <http://www.mediationetarbitrage.com>).

8.3 IN THE EVENT OF A DISPUTE THAT THE PARTIES ARE UNABLE TO RESOLVE AMICABLY THROUGH MEDIATION, ALL DISPUTES SHALL BE REFERRED TO THE COURT OF COMPETENT JURISDICTION IN PARIS, INCLUDING IN THE EVENT OF MULTIPLE RESPONDENTS, THIRD-PARTY APPEAL OR URGENT OR PREVENTIVE MEASURES, BY APPLICATION FOR SUMMARY PROCEEDINGS OR BY PETITION.

9. TAXES AND OTHER CONTRIBUTIONS

9.1 The Vendor's prices are indicated exclusive of taxes and French eco-participation fees. All orders are subject to invoicing including VAT at the rate in effect on the date of delivery.

9.2 In compliance with Decree no. 2005-829 ('the Decree'), as a manufacturer of electric or electronic devices, the Vendor has become member of an eco-organisation to fulfil its obligations with respect to the collection, removal and treatment of electric devices classified as household waste. An eco-contribution consequently appears on all of the Vendor's invoices. This eco-contribution is to be invoiced in the same amount by all Purchasers to their own clients. It may not be reduced or adjusted in any manner.

In accordance with Article 18 of the Decree and unless agreed otherwise between the parties, the Purchaser is responsible for the collection, removal and treatment of electric waste classified as business-related. Subject to penal sanctions, the abovementioned obligations are to be passed on by successive business purchasers to the end user of the product.

PRODUCTS - DOCUMENTATION

Owing to the development of the technologies, the Vendor reserves the right to modify the Products, at any time, without prior notice. All drawings and photos are non contractual. Documentation is printed without prejudice of any printing mistake.