

GENERAL TERMS AND CONDITIONS OF SALE OF CI ELECTRONICS

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1 DEFINITIONS

Capitalized terms and expressions in these Terms, whether used in the singular or plural, masculine or feminine form, shall have the meaning specified in this Section:

Purchase Order	Means the formal document (commercial proposal, quote, etc.) detailing the nature and prices of Products that CI ELECTRONICS offers to the Client to meet the latter's expressed needs. Should the validity date of an Order Form have expired, but should it have been expressly accepted by CI ELECTRONICS after signature by the Client, it shall be binding on the Parties.
CI ELECTRONICS	Means the company CI ELECTRONICS, a simplified joint stock company with a capital of €100,000, having its registered office at ZA du Haut Montigné 197 Rue du Pont Samoual in (35370) TORCE, registered in the RENNES Trade and Companies Register under number 408 752 558.
Client	Means CI ELECTRONICS' Client.
Order	Means any order for Products placed by the Client with CI ELECTRONICS and materialized by the express acceptance of a Purchase Order. Unless expressly agreed otherwise by CI ELECTRONICS, any Order to be placed between the Parties shall be governed by these provisions.
General Terms and Conditions of Sale (Terms)	Means these general terms and conditions of sale of CI ELECTRONICS' Products.
Agreement	Means the contractual documents which govern the relationship between CI ELECTRONICS and the Client for the performance of any Order and consisting of: <ul style="list-style-type: none">- The Terms, and- The applicable Purchase Order. In case of conflict between the terms of the Purchase Order and the Terms, the Purchase Order terms shall prevail. Any change in the agreed terms of the Agreement shall be subject to an amendment signed by the two (2) Parties.
Documentation	Means all technical and commercial documents, brochures, leaflets, files, databases and electronic data relating to the Products
Confidential Information	Means any data and/or information, regardless of its form, that either Party may become aware of as part of the Order and that is communicated to it by any means by the other Party on a confidential basis, including, without limitation, any commercial, marketing, technical, accounting and/or financial documents relating to such Party or its services, including any results of research, surveys, photographs, developments, documentation, diagrams, drawings, demonstrations, or other. All documents, notes, summaries or reports based on Confidential Information shall be deemed to be Confidential Information

Offer	Means a commercial offer made by CI ELECTRONICS to a potential client in response to the requirements specified by the latter. The formal acceptance of the Offer by the Client constitutes a Purchase Order.
Product(s)	Means any equipment manufactured and supplied by CI ELECTRONICS to the Client as part of an Order.
Third Party	Means any natural or legal person who is not part of the contractual relationship between the Client and CI ELECTRONICS.

2 PURPOSE

The purpose of these Terms is to define the terms and conditions of manufacture and delivery of the Products by CI ELECTRONICS pursuant an Order as well as the payment thereof.

3 SCOPE

The Client represents and warrants that it is legally competent to enter into the Purchase Order.

The Terms shall apply without restriction or reservation to any Order. The Client acknowledges that it has been fully informed about the Products and in particular about their main features and that it has read the applicable Terms before validating the Order.

These Terms supersede all prior agreements, of any nature and in any form whatsoever, between the Client and CI ELECTRONICS relating to the same purpose or Products.

The Terms shall apply to all Products manufactured by CI ELECTRONICS, unless otherwise specifically agreed upon by the Parties. The Client acknowledges that these Terms constitute the basis of the commercial negotiation and prevail as such over any other document and information relating to the Products which are therefore not included in the contractual scope.

Consequently, the fact that the Client signs a Purchase Order shall imply the Client's unreserved acceptance of the Terms and waiver of any general and/or special conditions of purchase or any other similar documents.

However, in accordance with the provisions of Article 1110 of the French Civil Code, even though the Terms are not negotiable as such, the Parties are free to negotiate and provide expressly and in writing for deviations from these Terms prior to the Order.

CI ELECTRONICS reserves the right to modify the Terms at any time. However, the version of the Terms applicable to an Order shall be the one in effect at the time of signature of the related Purchase Order.

4 PURCHASE ORDER

The offers made by CI ELECTRONICS on each Purchase Order are valid for four (4) weeks.

5 PRODUCTS

The Products manufactured by CI ELECTRONICS are detailed in the Purchase Order.

The Order is final upon validation of the Purchase Order by the Client.

The Client acknowledges that prior to placing the Order, it:

- (i) Has fully understood the main features of the Product;
- (ii) Has ensured, where applicable, that the Products covered by the Purchase Order meet its needs and that it has correctly understood their conditions of use;
- (iii) in the case of Products made from drawings provided by the Client, has ensured that each drawing corresponds to its needs. CI ELECTRONICS shall not be liable for any defects in the drawings provided by the Client that may affect the Products.

The Client agrees to read and understand the safety precautions and any other information provided, including the conditions and restrictions for the use of the Products.

Any modification of an Order requested by the Client shall be taken into consideration only if it is sent in writing or communicated by telephone as soon as possible and expressly accepted by CI ELECTRONICS.

If CI ELECTRONICS accepts the modification of the Order, additional charges shall be incurred, in particular for any costs related to the modification procedure.

Any modification of an Order may also result in a delay in the supply of the Products as well as a change in the price. The Client alone shall bear the consequences thereof with respect to its business and requirements.

6 FINANCIAL CONDITIONS

6.1 Prices

The price of the Products is specified in the Order Form. The price is in Euros and excludes taxes (Excl. VAT).

VAT and/or the cost of delivery are added to the price of the Products.

6.2 Payment terms

If applicable, the Client shall accompany the signed Purchase Order with the immediate payment of the amount of the deposit specified therein.

Each invoice issued by CI ELECTRONICS is payable upon receipt, in full and without discount.

Any late payment or failure to pay shall automatically result in:

- i- the obligation to immediately pay any outstanding amount;
- ii- the payment of interest at the legal rate plus three percent (3%) from the due date of the debt;
- iii- the calculation and payment of a penalty clause equivalent to fifteen percent (15%) of the outstanding amount (excl. VAT), after CI ELECTRONICS has served formal notice;

This penalty is based on the outstanding amount (excl. VAT) and runs from the day following the date of payment shown on the invoice, until full payment.

iv- The payment of a lump sum indemnity of forty (40) euros, in accordance with article D441-5 of the French Commercial Code;

v- the right for CI ELECTRONICS to suspend the performance of the current Agreement and to postpone any new Order by sending a registered letter with acknowledgement of receipt;

7 INTELLECTUAL PROPERTY

The Client agrees that the Products as well as the Documentation, including but not limited to texts, photographs, illustrations, videos, software, databases, sounds, graphics, logos, source codes or any other information or media (hereinafter, the “**Works**”) presented by CI ELECTRONICS are owned by CI ELECTRONICS or that CI ELECTRONICS has the right to use them as part of the Order, and that these Products are protected by copyright, trademark and patent law and/or any other intellectual property right.

The studies and drawings made by CI ELECTRONICS as part of the Order are an integral part of the Works presented by CI ELECTRONICS and are its property.

Nothing in these Terms shall be construed as conferring to the Client a transfer of ownership of such intellectual property rights.

Without prior express authorization, any use of any Works which are the property of CI ELECTRONICS is considered as an infringement of intellectual property rights and is punishable by law.

Any reuse, reproduction or extraction of a Works which is not authorized by CI ELECTRONICS is strictly forbidden.

The Client expressly authorizes CI ELECTRONICS to use its name and/or corporate name and to use its logo as a commercial reference on all its communication media worldwide and for the duration of any Order and up to eighteen (18) months after the completion of the Order.

8 RETENTION OF TITLE

The Products are sold subject to retention of title until full payment has been received

In this respect, payment shall mean the effective payment on CI ELECTRONICS' account of the price of the Products, the costs related to the Order and the interest.

In the event of non-payment, even partial, by the Client on a due date, CI ELECTRONICS shall have the right to claim the unpaid Products or the price of their resale, the Products in stock at the Client's being considered as the unpaid ones. In such a case, the Client shall immediately return the unpaid Products at its own expense, at CI ELECTRONICS' first request.

CI ELECTRONICS shall retain any advance payments made as damages, without prejudice to any other rights or remedies. The Client may not pledge the Products, nor grant security interests thereon, before their full payment. Moreover, the Client may only resell the Products subject to retention of title for the purposes of its normal business activity, any resale being prohibited in the event of the Client's suspension of payments.

9 TRANSFER OF RISKS

Notwithstanding the above-mentioned retention of title clause, the Parties expressly agree that the Products shall be deemed to be in the custody of the Client as of the date of their delivery as defined below. Therefore, as of such date, the Client alone shall be liable for any damage that the Products may undergo or cause, for any reason whatsoever, even in the event of force majeure, fortuitous event or due to a third party. Therefore, the Client shall take out an insurance policy covering the risks relating to the Products as soon as the risk of the Products is transferred to the Client until full payment of the price.

10 DELIVERY AND TRANSPORT

Unless otherwise specified in the Purchase Order, the place of delivery of the Products is the registered office of CI ELECTRONICS. CI ELECTRONICS shall be deemed to have fulfilled its delivery obligation as soon as the Products are made available to the Client or to the Third-Party carrier at CI ELECTRONICS' registered office.

In case of delivery by a Third-Party carrier, the "RETENTION OF TITLE" section shall apply, the Products being transported at the Client's own risk. In the event of delay, damage or total or partial loss of the Products, the Client shall not be entitled to hold CI ELECTRONICS liable and shall not be entitled to delay or cancel the full payment for the Products.

The Client hereby agrees that the delivery times communicated by CI ELECTRONICS are only given as an indication. CI ELECTRONICS shall not be liable for any delay in delivery.

11 CONFORMITY AND ACCEPTANCE

The Client shall verify the condition of the Products in the presence of a person authorized by CI ELECTRONICS or the carrier. The Client shall have a period of three (3) working days from the date of delivery to make any reservations or claims for non-conformity or apparent defects of the Products delivered in writing (by mail or e-mail), with all related supporting documents. Once this period has elapsed and if these formalities have not been followed, the Products shall be deemed to be in conformity and free of any apparent defect and no claim shall be validly accepted by CI ELECTRONICS.

Notwithstanding the above paragraph, in the event of apparent defects of the Products delivered, the Client shall first refuse delivery.

The Client is reminded that it must demonstrate the existence of deficiencies, defects and/or anomalies concerning the Products.

12 WARRANTIES

Unless otherwise stipulated, and notwithstanding any other warranty especially of a legal nature, the warranty on the Products marketed by CI ELECTRONICS shall only cover proven defects.

The repair, replacement or modification of the Products during the above-mentioned warranty term does not extend the warranty term.

This warranty covers a return of the Products to CI ELECTRONICS. If the Products under warranty are transported, the transport shall be at the expense of CI ELECTRONICS.

To make a claim under this warranty, the Client shall immediately notify CI ELECTRONICS in writing of the alleged defects or malfunctions in the Products and provide evidence of such defects or malfunctions. The Client shall facilitate CI ELECTRONICS' efforts to take observe these malfunctions and to remedy them.

In any case, are excluded from any warranty, in particular:

- Apparent defects, i.e., visible defects in appearance not declared by the Client upon delivery of the Products;
- Defects and/or deterioration caused by normal wear and tear of the Products;
- Defects and/or deterioration caused by negligence, poor maintenance, improper use, incorrect configuration, abnormal, defective or excessive use, or lack of supervision by the Client,

particularly with regard to the regulations in force and/or the recommendations of CI ELECTRONICS;

- Defects and/or deterioration resulting from instructions and/or specifications issued by the Client;
- Defects resulting from operating or environmental conditions that are not appropriate or not specified in the Order, from storage or from moving the Products;
- Malfunctions resulting from vandalism or an accidental incident (falls, shocks, power surges, chemical, atmospheric or electrochemical influences) or from an event of force majeure or natural disaster.

Any intervention or modification carried out on the Products by the Client or a Third Party, without the CI ELECTRONICS' authorization shall automatically void the warranty.

13 TERMINATION

Either Party may terminate an Order by operation of law, and without prior action through the courts, in the event of the other Party's failure to perform its obligations.

The termination shall become effective five (5) days after a registered letter with acknowledgement of receipt setting forth the reasons for the claim has been sent, unless within this period the defaulting Party has fulfilled its obligations or has provided proof of an impediment following an event of force majeure.

Each of the Parties shall be required to fulfill its obligations under the Agreement until the effective date of termination. Termination shall not be construed as a waiver by either Party of its rights or of any claim for damages.

14 FORCE MAJEURE

No Party to this Agreement shall be liable for failure or delay of performance of any of its obligations hereunder if such failure or delay is due an event of force majeure. Events of force majeure means events beyond the control of the Parties occurring after the commencement of performance of the Order. They include (but are not limited to) wars, riots, strikes and other labor disputes, natural disasters, exceptional weather conditions, breakdowns or general unavailability of means of transportation, accidents, fires, explosions and power shortages.

15 CONFIDENTIALITY

The Parties agree that they may receive Confidential Information from the other Party in connection with the Agreement

Each Party shall protect the confidentiality of the Confidential Information disclosed to it using the same degree of care used to protect its own Confidential Information of similar importance, and in no event with a lesser degree of care.

Each Party shall also ensure that its personnel and subcontractors comply with this obligation.

16 LIABILITY

CI ELECTRONICS shall only be liable for direct damages suffered by the other party and immediately resulting from a failure or negligence of CI ELECTRONICS in the performance of the Agreement.

CI ELECTRONICS shall not be held liable for any indirect damages such as commercial loss, loss of business, delays, loss of income, loss of clientele, loss of profits, and any indirect loss or damage suffered by the Client, even if such damages result from the performance or non-performance of its obligations.

17 PERSONAL DATA

Each of the Parties agrees that the other Party may collect, as part of their contractual relationship, certain personal data concerning it and, in particular, data concerning the persons and/or employees involved in the contractual relationship.

Accordingly, CI ELECTRONICS may collect personal data concerning the Client and/or its personnel, exclusively for the purpose of fulfilling the Order.

Each Party shall ensure an appropriate level of protection of the other Party's personal data, in accordance with the General Data Protection Regulation (hereinafter, the "GDPR").

The personal data collected shall not be transmitted to third parties under any circumstances, except in cases where their communication is strictly necessary for the management and smooth running of the contractual relationship.

Personal data is kept by the Parties for the duration of their contractual relationship and for a maximum of ten (10) years after its termination. If necessary, certain personal data may be retained by the Parties for a longer period of time, in cases strictly necessary for the fulfilment of legal obligations, such as tax and/or accounting obligations.

In accordance with the GDPR, the Parties have a right of access, rectification, opposition, portability, limitation and deletion with respect to their personal data.

The Client and its employees may exercise these rights by contacting CI ELECTRONICS at its registered office address or by e-mail.

Each of the Parties also has the right to lodge a complaint with the competent authority, the CNIL, if it considers that the other Party is processing their personal data unlawfully.

18 INDEPENDENCE

The Parties agree that they are and shall remain, for the duration of the Agreement, independent professionals, each assuming the risks of its own business.

Accordingly, the relationship between the Parties shall not under any circumstances (i) place either of them in a state of subordination, or (ii) be construed as a form of control or direction, or (iii) designate any of the employees, collaborators or subcontractors of either of them involved in the performance of the Agreement as partners, legal representatives or agents for any purpose whatsoever.

Each Party shall bear its own costs in relation to the performance of its business and shall be responsible for the related social security charges and taxes.

CI ELECTRONICS shall not be party in any way whatsoever to agreements, contracts or partnerships between Clients.

19 PARTIAL NULLITY

If one or more provisions of this Agreement are declared invalid in accordance with applicable law or following a final court decision, the other provisions will remain in effect.

20 NON-WAIVER

The fact that a Party does not avail itself of a right does not constitute a waiver of that right.

The failure of a Party to require the performance of any of the provisions of these Terms, including a right granted hereunder, shall not be deemed to be a modification of these Terms, nor shall it be deemed to be an express or implied waiver of the right to enforce such provision in the future, or of the right to require the strict performance of the obligations herein.

21 DOMICILIATION

For the performance of the Agreement and for any dispute arising out of the interpretation or performance of the Terms, the Parties shall elect domicile at their respective registered offices.

22 APPLICABLE LAW AND JURISDICTION

These Terms are governed by French law.

In the event of a dispute between the Parties relating to the interpretation or performance of the Terms, the Parties shall attempt to resolve the dispute through amicable discussions, for a period of not less than thirty (30) days from the notification of the dispute by one Party to the other Party.

To this end, the Parties agree to meet to settle their dispute in a meeting organized at the initiative of any of the Parties, involving persons duly authorized to bind the Parties.

If an amicable settlement fails, the Parties shall submit their dispute to the jurisdiction of Commercial Court of RENNES, notwithstanding multiple defendants or third-party proceedings, even for emergency proceedings, expert appraisals or protective measures in summary proceedings or by petition.