

**TECHNIX**  
**General Terms and Conditions for Sale of PRODUCTS**  
**GTC160201-01**

**1- Definitions**

In the present General Terms and Conditions for Sale, the following terms shall have the following meaning:

- **TECHNIX:**  
The company Technix SAS, located in Créteil – 94000 (France) N° Siret : 431 310 531 00048
- **BUYER:**  
Any entity who enters or has entered into a sale contract with TECHNIX
- **PRODUCT:**  
Any hardware, software, commodity or service sold by TECHNIX

**2- Application**

Any order placed to TECHNIX is conditioned on BUYER's assent to these General Terms and Conditions for Sale, except otherwise expressly agreed in writing between the BUYER and TECHNIX. Such agreement prevails on any other Terms and Conditions.

Unless expressly agreed in writing by TECHNIX, TECHNIX General Terms and Conditions for Sale prevails on any BUYER's terms and conditions for purchase.

**3- Purchase order and quotation**

Unless otherwise expressly agreed in writing between the BUYER and TECHNIX, the order placed by the BUYER must comply with the quotation issued by TECHNIX. In case of any discrepancy, in particular regarding the price, the delivery schedule or the payment terms, TECHNIX will not acknowledge the order until the order is modified in order to comply with the quotation.

TECHNIX has put in place all the process required in order to issue quotations with accurate data. However, TECHNIX shall not be held responsible for any mistakes or changes that could appear on the quotation.

**4- Price**

Unless otherwise expressly agreed in writing by TECHNIX, the price does not include any taxes, any fees and any packing, and the delivery term is EXW at TECHNIX factory in Créteil (94000) – France, according to Incoterms 2010.

**5- Payment**

Unless otherwise expressly agreed in writing by TECHNIX, orders shall be paid by wire transfer according to the following terms: 30% of the total amount as down payment with the order and 70% of the total amount before shipping.

Nevertheless, TECHNIX is not required to commence or continue its performance or ship the PRODUCTS unless and until any required payment is received, operative, in effect and all applicable progress payments have been received.

Performance or shipment will be resumed once all due payments have been received and in effect, including, if applicable, any penalty for late payment.

TECHNIX is not responsible for any delay attributable to a missing payment from the BUYER.

In case of failure to pay any invoice within its due term, TECHNIX shall have the right to claim a penalty for late payment. The amount of said penalty is 0.25% of the total amount of the order per delayed week. Any week started is due.

**6- Inspection and tests**

Factory acceptance tests and inspections of the PRODUCTS are performed according to TECHNIX standards. A test report is delivered to the BUYER along with the PRODUCTS.

If the BUYER wishes to witness the tests, the BUYER must submit a request to TECHNIX at least one month before the expected shipment date. Unless otherwise agreed in writing by TECHNIX, witnessed factory acceptance tests and inspections are not included in the price. A quotation for the witnessed factory acceptance tests and/or inspection will be submitted to the BUYER on demand.

Unless otherwise agreed in writing by TECHNIX, in case of witnessed test, the delivery date of the PRODUCTS can be delayed. TECHNIX is not responsible for any delay attributable to a witnessed test.

## **7- Delivery**

Unless otherwise agreed in writing by TECHNIX, the delivery schedule detailed in the quotation or the order acknowledgement are provided for information, and do not commit TECHNIX to comply with such delivery schedule.

Delay regarding this schedule shall not be considered an acceptable reason for:

- Rejecting the PRODUCTS.
- Claiming a penalty or indemnity.
- Cancelling the order.

The delivery date is the date on which the PRODUCTS are delivered to the carrier or available at TECHNIX factory. TECHNIX shall not be held responsible for any delay in delivery time due to the transport of the PRODUCTS and/or logistics.

TECHNIX shall not be held responsible for any delay in shipment or non-delivery of the PRODUCTS due to Force Majeure, as defined in Clause 14- Force Majeure.

The delivery time starts on the day that TECHNIX receives the down payment.

## **8- Storage**

In the case that transportation is managed by the BUYER, the BUYER shall retrieve the PRODUCTS within 8 calendar days after TECHNIX informed the BUYER that the PRODUCTS are available. If the PRODUCTS are retrieved after 8 calendar days, TECHNIX will charge the BUYER for storage fees and insurance premium.

## **9- Packing, transport and insurance**

Unless otherwise specified in writing by TECHNIX, packing fees, transport and insurance shall be invoiced in addition.

Unless otherwise agreed in writing by TECHNIX, TECHNIX is free to choose the carrier and to insure the PRODUCTS shipped according to the relevant INCOTERM.

Insurance for brand new PRODUCTS is established according to the value of the brand new PRODUCTS when shipped.

Insurance for used PRODUCTS is established according to the value of the used PRODUCT on the delivery day.

## **10- Checking the condition of the package**

The BUYER is responsible for checking the condition of the package when it arrives and in presence of the carrier.

In particular, the BUYER is responsible for:

- Visually inspecting the package of PRODUCTS at the reception
- If appropriate, notifying on the voucher of the carrier any damage and/or any suspicious trace
- Issuing all reservations on delivery to the carrier through registered letter with acknowledgement of receipt, within 48 hours after reception.
- Issuing immediately a copy to TECHNIX
- Exerting all possible legal remedies against the carrier even if the shipment was included free of charge in TECHNIX scope of supply.

In particular, for TECHNIX packages equipped with a TILT WATCH and/or a SHOCK WATCH, the customer is responsible for:

- Checking that they have not been torn off
- Checking that they do not indicate any anomaly during the transport

If the BUYER notices any anomaly, the BUYER has the responsibility to reject the delivery and to notify TECHNIX immediately.

#### **11- Termination and Suspension**

The BUYER's purchase order cannot be cancelled, terminated or modified without the prior agreement in writing by TECHNIX, even in the case of late delivery.

In case of cancellation, termination or modification, TECHNIX reserves the right to invoice an indemnity to cover the expenses linked to such cancellation, termination or modification.

#### **12- Transfer of property**

TECHNIX expressly retains the property of the PRODUCTS until the full payment of the selling price, increased by all applicable penalties and/or fees.

As a consequence, the transfer of property of the sold PRODUCTS to the BUYER is suspended until the full payment of the main price and all applicable penalties and/or fees.

However, the risks are transferred to the BUYER when the PRODUCTS leave TECHNIX factory.

This transfer of property clause applies to all countries.

#### **13- Warranty**

Subject to the fulfilment of all its contractual obligations, the BUYER receives a contractual warranty for a duration of 24 months, unless otherwise explicitly mentioned in writing by TECHNIX, on the PRODUCTS delivered. Any other kind of warranties are excluded, whatever their nature, either implicit or otherwise. The warranty period starts on the day that the PRODUCTS are transferred to the carrier, or on the day that the PRODUCTS are made available at TECHNIX factory.

Before any return of PRODUCT, the BUYER must first obtain a prior agreement in writing from TECHNIX (RMA number) and transport shall be paid by the BUYER.

Any return of PRODUCT without prior agreement (RMA number) will be rejected.

Transportation after warranty repair shall be borne by TECHNIX, or the PRODUCTS shall be made available at TECHNIX factory.

Warranty is strictly limited to the repair and/or replacement of all the PRODUCTS acknowledged as defective by TECHNIX.

Warranty is excluded as consequence of wear and tear, of misuse of the PRODUCTS, of use which do not comply with the documentation, of damage resulting from an accident, of external event, of unpredictable event or Force Majeure, of negligence or carelessness, of lack of maintenance or of oversight.

Warranty shall be refused as consequence of opening, or attempt to open, the PRODUCT as well as damaging or removing the identification plate of the PRODUCT.

Warranty shall also be refused as consequence of poor storage conditions, poor operation conditions or poor unexpected environment conditions.

Failure to pay any invoice within its due term shall result in the suspension of both all shipments and the warranty, even for the PRODUCTS already delivered and/or paid.

The warranty shall be resumed after the full payment of the aforementioned invoices. However, the initial end date of the warranty period shall not be extended.

#### **14- Force Majeure**

TECHNIX has the right to suspend its contractual obligations if TECHNIX performances are impossible, or become excessively expensive, to achieve due to unpredictable events that TECHNIX could not foresee.

Such events include, but are not limited to: strikes, boycotts, blockings, fires, wars, civil wars, acts of terrorism, riots, embargoes, power grid failures, delay in the delivery of components or raw materials.

#### **15- Intellectual property**

Any technology, either intellectual property or know-how, used for the execution of the BUYER's order remains the sole and exclusive property of TECHNIX. The BUYER is not granted intellectual property rights nor patent license associated with the PRODUCTS the BUYER purchased or the performance

executed by TECHNIX. The BUYER is not granted the right to reproduce neither the PRODUCTS purchased, neither the performance nor the technology used inside the PRODUCT.

**16- Limit of liability**

TECHNIX shall not be liable for any damage either direct or indirect, material or immaterial, or corporal resulting from the purchase or the misuse of TECHNIX PRODUCTS.

Anyway, TECHNIX liability shall not exceed the price of the PRODUCT involved.

**17- Governing law and dispute resolution**

The present General Terms and Conditions for Sale shall be governed by and construed in accordance with the laws of France.

All disputes arising in connection with the order or the present General Terms and Condition for Sale, including construing, execution and termination shall be resolved through friendly negotiations between the BUYER and the SELLER.

If a dispute is not resolved through negotiation, the dispute shall exclusively be submitted to and resolved by the Tribunal de Commerce (Commercial Court) of Créteil (94000 – France), regardless of the sale conditions, the payment mode mentioned, even in case of recourse in warranty or multiple parties.