

## ALPhANOV General Conditions of Sale (2019)

### 1. Purpose

These general conditions define the rights and obligations of both parties and are intended to apply to all contractual relations between ALPhANOV, hereinafter referred to as "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.

#### *1.1. Position of the general terms and conditions of sale*

In accordance with Article L441-6 of the Commercial Code, these general conditions constitute "the sole basis of commercial negotiation". They therefore apply to all of the Supplier's business and form the legal basis of the contract unless there are special conditions. The purchase conditions are only proposals of the Client. The present general conditions override any contrary clauses formulated in any way by the Client 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 will not affect the validity of the other clauses.

#### *1.2. 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

The following 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.

The following are not part of the contract: promotional documents, catalogues, advertisements, price lists not expressly mentioned in the special conditions. In case of dispute over the interpretation of the terms, the French version prevails.

### 3. Offer

Under Article 1117 of the Civil Code, "The offer lapses at the end of the period set by its author or, failing that, after a reasonable period". In the absence of a deadline specified by the Supplier, the "fixed deadline" 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 production costs.

## 4. Ordering

### 4.1. Requirement definition

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

The Supplier, as a professional in the products it sells and the services it provides, will take into account the express requests made by the Client and will respect them, within the limits of their feasibility, compliance with the contract, and professional standards.

### 4.2. Acceptance – Formation of the contract

#### 4.2.1. Information on catalogues

The Supplier may make changes or improvements to information such as weight, packaging, technical characteristics, appearing in 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 acknowledgment of receipt of the order or has clearly indicated its acceptance of the order by any written means.

Any reservations made by the Supplier do not preclude the formation of the contract. In the event of a discrepancy between documents, the acknowledgment of receipt or acceptance of order shall prevail.

If the order differs from the offer, it will have effect only to the extent of this 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 the order requested by one of the parties is subject to the express acceptance of the other party.

The Supplier may, however, 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 Client's consent irrevocably. It cannot therefore be cancelled, unless the Supplier has expressly and previously agreed. Consequently, if the Client requests the cancellation of all or part of the order, the Supplier will be entitled to demand execution 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 will remain as the Supplier's first indemnity and the Client shall indemnify him for all costs incurred and for all direct and indirect consequences resulting therefrom.

## 5. Cooperation of the parties

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



### **5.1. Duties of the Supplier**

The Supplier shall take into account the Client's requests and shall comply with them, within the limits of feasibility, compliance with the contract, and professional standards. It will inform the Client, within the limits of its technical knowledge, of the production constraints and the possible impacts that it may experience relating to the use of the product.

The Supplier will provide the Client with all the necessary, precise, and useful information for the operation of the product and in particular a manual for the use and maintenance of the machines in accordance with the current regulations at the time of the order.

The integrating Client will always undertake the implementation, compatibility, and assembly studies. The operating characteristics of an assembly are placed under the responsibility of the Client. The Supplier undertakes to provide it with the information at its disposal and necessary for the study.

The Client will be responsible for compliance with the regulations, particularly in terms of noise, health, and safety.

In all cases, the Supplier will only be responsible for the conformity of the product with specifications included in the order acceptance or in an express letter of acceptance.

However, the Supplier may, upon express request, agree to undertake certain implementation, 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 the non-compliance with professional standards.

### **5.2. Duties of the Client**

The Client is a professional with competence in its specialty as a user and the Client is in charge of defining its needs and constraints and the purpose of the product, with the advice and expertise of the Supplier.

The Client is obliged to provide complete, precise, and reliable information concerning in particular:

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

The fulfilment of its needs will largely depend on this information.

The Supplier cannot be held responsible for the consequences of an omission or an error in the information provided by the Client.

This collaboration also covers the study, production, and development phases of the product.

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

## **6. Regulations**

The Supplier undertakes to deliver products that comply with the technical regulations which apply to them and with the technical standards for which it has explicitly declared compliance.

The Client or, where applicable, the user, is responsible for the implementation 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 its professional standards.

It is the Client's responsibility to choose a product corresponding to its technical needs or to that of its own customer and, if necessary, to ensure the suitability of the product for the intended application and compliance with professional standards.

## **7. Import and export control**

Some products may contain technology and software subject to US and EU export control laws as well as the laws of the country where they are delivered or used - in particular regulations on goods for military use or dual use, which may result in the requirement of import or export licenses.



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

The Client 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 include obligations for the Supplier. In the event that the required authorizations are not obtained, the Supplier may cancel the sale.

The products cannot 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 resulting from the application of these regulations. Contractual deadlines are extended by the time required to obtain authorizations. In any event, the invoice must be paid under the terms defined by these business conditions or by specific conditions.

## 8. Packaging

Non-returnable packaging, adapted to the product, made in accordance with the Supplier's standard, is not reclaimed. It complies with applicable environmental regulations dependent on the destination of the products. If the Client requires specific packaging (external storage, maritime, waterproof, etc.) it 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 Client. The Client undertakes to dispose of the packaging in accordance with local environmental legislation.

## 9. Prices

The 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 of the Supplier (Ex-Works - Incoterms of the ICC in effect at the conclusion of the contract).

In the event that the Supplier is expected to bear local taxes, the Client must inform it 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 as well as additional supplies are invoiced in addition. Unless otherwise agreed, specific studies and pre-studies or applications are not included in the price.

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

## 10. Delivery

### 10.1. Cost and risk

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 effect at the time the contract is concluded). Transport, insurance, customs, and handling operations are at the expense, risk and hazard of the Client.

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

The Client will take out insurance which will cover all the risks associated with the product, from the date of its provision. The immediate transfer of risk does not prevent the Supplier from exercising the retention of title clause or its right of retention.

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



## ***10.2. Verification***

In all cases, the Client must, at its own expense and under its own responsibility, verify or have verified the quantities and condition of the products upon receipt.

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

Failing this, the Client shall be deprived of any recourse against the carrier and against the Supplier for any observed defects, non-compliance, damage, deterioration, or missing items. A statement such as "subject to unpacking" has no legal value and cannot constitute a reservation.

A complaint made by the Client does not suspend the obligation to pay for the delivery of compliant products.

## ***10.3. Deadlines***

The specified delivery times always apply to products made available to the Client in the Supplier's stores or warehouses, regardless of the product transport terms. They apply 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 its 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 on the Client if necessary. They are suspended in case of force majeure.

Delivery or completion deadlines, unless expressly agreed otherwise, are indicative and are bound to the extent possible: delays in relation to the stipulated deadline 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 is automatically released from any commitment relating to contractual deadlines in the event of the Client'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 late product, per full week of arrears, with a maximum cumulative amount of 5%.

## ***11. Installation, testing and receipt***

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 (who may delegate some or subcontract all or part, to any person of its choosing).

### ***11.1. Access, facilities, and infrastructure on site***

The client undertakes to provide the Supplier its prevention plan for access to the site on the agreed date. The Supplier will ensure its personnel comply with this plan. The Client undertakes to provide the Supplier with the necessary competent personnel free of charge. The Client must provide the facilities and services (including offices, amenities, fluids and energy, consumables, and accessories, etc.) necessary for the correct execution of on-site operations. After use, these resources will be returned to the Client and the Supplier will not be held responsible for their normal wear and tear resulting from their reasonable use. All the infrastructure necessary for the correct functioning of the delivered product (cables, power supplies, connections, ventilation, all easements, foundations, civil engineering) will be carried out by the Client, at its expense and under its responsibility. The Supplier's liability for compliance or deadlines will be waived if the Client has failed to fulfil its obligations.



## **11.2. Receipt**

The Client is required to receive the product by which it acknowledges its conformity with the contract. The Supplier shall notify the Client in writing of the date of the contradictory receipt.

In the event that the product is made up of a set of materials, this set may be the subject of an overall reception, but each material may be the subject of a separate reception valid for this component.

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

Invoicing and payment period apply from the signing of the receipt report.

The Client shall refrain from any use or commissioning of the product before receipt, unless expressly agreed by the Supplier; in the absence of such an agreement, any use or commissioning, in whole or in part, will have the value of a receipt.

## **12. Payment**

### **12.1. Conditions**

The terms and conditions of payment will be determined in the contract. The Supplier may request a deposit of at least 30%. In the case of the sale of spare parts, and unless otherwise provided, the prices shall be understood as cash payment on the delivery date.

### **12.2. Deadlines**

The invoice shall indicate the date and place of payment.

Deposits are always paid in cash.

Other payments shall be paid no later than 30 days from the date of issue of the invoice, unless a shorter period has been agreed. The contractually agreed payment dates cannot be unilaterally challenged by the Client 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 agreed otherwise.

### **12.3. Delays**

In accordance with Article L 441-6 of the French Commercial Code, any late payment renders it automatically due from the first day following the date of payment 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). In accordance with the aforementioned article L441-6, when the recovery costs incurred exceed the amount of this fixed indemnity, the Supplier is also entitled to request additional justified compensation.

In addition to the above penalties and indemnities, late payment may, if the Supplier sees fit, forfeit the contractual payment term, with all of the sums due becoming immediately payable.

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

In the event of non-performance or imperfect performance of its commitments by the Client, and in particular in the event of late payment, the Supplier may "refuse to perform or suspend the performance of its own obligation", in accordance with 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 debiting notes**

In accordance with Article L 442-6 I 8° of the French Commercial Code, any automatic debit or credit note practice, whether automatic or unilateral, is prohibited. Any automatic debit shall constitute an outstanding payment 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 Client's situation observed 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 terms of payment.

## **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.

However, as from the date of provision, 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 debt directly from successive purchasers.

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

In the event of a claim being made, the down payments which have already been paid shall remain definitively vested in the Supplier by way of compensation, without this affecting the possibility for it to obtain full compensation for its loss.

## **14. Intellectual property - Confidentiality**

### *14.1. Intellectual property*

All plans, studies, descriptions, technical documents, or quotes provided by one of the parties to the other party are submitted as part of a loan for use, the purpose of which is the evaluation and discussion of the Supplier's commercial, then, in the event of an order, the execution of 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 that owns these documents.

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

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

Payment for studies does not imply any transfer of any intellectual property right to the benefit of the Client.

No transfer of intellectual property can take place unless there is a prior written contract.

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

No legal provision requires the Supplier to provide the Client with the manufacturing plans.

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

The Client guarantees that at the time of conclusion of the contract, the content of the documents and information that it transfers and their implementation conditions do not use intellectual property rights or savoir-faire held by a third party. It guarantees to be able to freely dispose of them 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 it's form and medium (discussion reports, plans, computerized data exchanges,



activities, installations, projects, savoir-faire, products, etc.) exchanged in the course of the preparation or execution of the contract, even in the event of unsuccessful negotiations, except for information which is generally known to the public or that will become so other than through the fault or act of one of the parties.

Consequently, the parties undertake to:

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

The parties commit to take all necessary measures to ensure compliance with this confidentiality obligation, throughout the duration of the contract and even after its expiry and are committed 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 savoir faire and commercial information (known as the Trade Secrets Directive) and Law no. 2018-670 of July 30, 2018, transposing this Directive, whose provisions the Supplier and Client undertake to respect.

## 15. Hardship - Force majeure

### 15.1. Hardship

In the event of an unforeseeable change in circumstances during the conclusion of the contract making performance excessively onerous for one party, the parties shall renegotiate the modification of the contract in good faith. This list is not exhaustive and includes but is not limited to the following events: change in raw material prices, changes in customs duties, changes in exchange rates, changes in legislation. In the event of refusal or failure of renegotiation, the parties may agree to terminate the contract, on the date and under the conditions they determine, or by mutual consent of the judge to proceed with its adaptation. 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 held liable for its 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 when entering into the contract 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 must consult as soon as possible to examine in good faith the development of the contract.

If the impediment is irrevocable, 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.

While this list is not exhaustive, the following events are considered as cases of force majeure:

- occurrence of natural disaster,
- earthquake, storm, fire, fire, flood etc.,



- armed conflict, war, attacks,
- labor dispute, total or partial strike at the Supplier or the Client,
- labor 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, machinery breakdown, explosion,
- 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 view, is likely to affect the performance of the contract.

## 16. End of product life

For the product(s) covered by the contract and covered by the regulations on waste electrical and electronic equipment (WEEE) covered by Decree no. 2014-928 of August 19 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 Client undertakes to use the means implemented by the Supplier when it wishes to dispose of these products, or, where applicable, to transfer this information to all successive purchasers of said 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 arising either from a design or an implementation imposed by the customer.

#### 17.1.2. Duration – Starting point

This commitment, unless otherwise specified, only applies to defects which 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 choosing, to the repair or replacement of parts returned to its workshops at the expense and risk of the Client and recognized as defective by the Supplier.

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

#### 17.1.3. Client's obligations

To be able to invoke the benefit of these provisions, the Client must notify the Supplier in writing of the defects that it attributes to the product and provide any justification as to their reality. It must give the Supplier every facility to proceed to identify these defects and assess whether the conditions of the warranty are met.

### 17.2. Liability

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

In the event of custom work on a part supplied by the Client, the Supplier's liability in the event of loss, deterioration or rejection of the part is capped at the price excluding VAT of the service.

The Supplier will only be liable for direct material damage caused to the Client, which results from errors in the execution of the contract which are exclusively attributable to it. It shall not be required



to compensate either immaterial damage or indirect damage, such as operating losses, production losses, loss of opportunity, commercial damage, loss of image, loss of profit, etc.  
It 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:

- Implementation, assembly, installation, use, incorrect, unsuitable or non-compliant maintenance, in accordance with any instructions given by the Supplier or the manufacturer of the product, or with professional standards,
- Failure by the Client, the user or a third party to comply with the safety and environmental regulations applicable to them,
- Use of the product by the Client under operating and environmental conditions not mentioned in the contractual specifications,
- Negligence, lack of supervision,
- Commissioning or installation by the Client without the Supplier's assistance in the event that contradictory acceptance is planned,
- The modification or repair of the product or the addition or integration of parts or elements by the Client, the user or a third party, without the prior written consent of the Supplier,
- Defects which result in whole or in part from normal product wear and tear,
- Damage, defects, or accidents attributable to the Client, the user or a third party, a fault committed by the Client in connection with the execution of the contract,
- Any error or omission in specifications, designs or technical solutions imposed by the Client,
- A case of force majeure as defined in these general conditions.

The warranty will be suspended in the event of non-payment by the Client 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.

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

### *17.4. 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 these requirements change 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 Client an additional offer to this effect.

Likewise, 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 Client, by the user or by a third party not approved by the Supplier which 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 said declaration.



## 18. Resolution – Contractual sanctions

No termination clause shall have effect unless there is 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 avail itself at a given time of any of the clauses of the general conditions cannot be interpreted as a waiver of its use subsequently.

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

Any Client document written in a language other than the French language shall not be considered enforceable, except with the explicit agreement of the Supplier to accept its enforceability. In the event of differences of interpretation between a text in French and a text in a foreign language, the French text will prevail.

The Supplier and the Client undertake to attempt to resolve their disputes amicably before resorting to any other means of settlement. If no amicable resolution 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 sale and method of payment, even in the event of a warranty claim or plurality of defendants.

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

In the event of exportation, 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 is applied.

*NB: These Ts & Cs have been developed with the help of Photonics France for the needs of the trade. They codify correct professional practices and practices certified and based on the specificities of the trade represented by Photonics France, of which they constitute the professional reference.*

