

# CXR GENERAL TERMS AND CONDITIONS OF SALE (November 2014)

## Art 1 - General information

These general conditions are applicable to the sale of equipment, the granting of software user licences and the sale of provision of services executed by CXR ANDERSON JACOBSON. The term "seller" refers to CXR ANDERSON JACOBSON and the term "buyer" refers to the customer placing the order.

The act of placing an order implies the full and unconditional compliance of the buyer with these general terms and conditions of sale. Once accepted, our clauses apply to all future transactions and to their execution, even if the order is sent to us by fax, e-mail or another written medium on which our terms and conditions are not mentioned. Any contrary clause given in the order of the buyer, and which has not been accepted beforehand by the seller in writing, is not applicable.

## Art 2 - Modification of the hardware and software

At any time, the seller has the option of making any modifications to its hardware and software that it believes to be useful, without being obliged to apply these modifications to the hardware and software that has already been delivered, or that is in the process of being delivered or ordered.

## Art 3 - Transport - Complaints – Notification of a dispute

The goods are transported at the risks of the buyer and it is the responsibility of the latter to verify the proper state of the goods as soon as they are delivered.

Any complaint must be specified via a registered letter with acknowledgement of receipt within 8 days of the delivery or the intervention.

The buyer must notify the carrier of any anomaly or breach of contract concerning the delivered equipment at the time of delivery, or failing that, via a registered letter with acknowledgement of receipt within 72 hours from the time of delivery (c.com.art.L133-3) and must simultaneously address a copy to the seller.

## Art 4 - **Property Right:** by express agreement and notwithstanding any clause to the contrary.

a) *The seller retains full ownership of the sold equipment until its price has been fully paid.*

b) *By way of derogation from Article 1599 of the French Civil code, the buyer, whose primary activity is the trade of computer or telecom equipment, may resell the equipment, provided that the ownership is expressly retained by the seller that is in possession of the debts of the buyer incurred from this resale.*

c) *From the time of delivery and notwithstanding the fact that the seller has retained ownership of the sold equipment, the buyer assumes responsibility for the risks that may occur to or due to this equipment. Consequently, the insurance contracts that the buyer must subscribe to, at its own expense, must cover these risks and expressly mention the position of ownership of the seller.*

d) *If the buyer does not comply with one of the payments or if this clause is violated in any manner whatsoever, the seller, without prejudice to its other rights, may demand, via a registered letter with acknowledgement of receipt, the immediate return of the equipment at the expense of the buyer, and may cancel the sale concerned.*

e) *In addition to its obligation to return the equipment at its expense, the buyer shall owe a compensation to the seller amounting to 2% (two percent) per month of the invoiced amount, from the time of delivery until the return, for not complying with the terms of the contract.*

f) *If the Equipment has been used, the seller will be justified in claiming, in addition to the costs of any possible repairs, the compensatory damages.*

g) *Any instalments that may be received from the buyer will be charged to the sums that the buyer may owe to the seller under the above paragraphs e) and f).*

## Art 5 - WARRANTIES

The seller guarantees the hardware and software that it sells against any faults or hidden defects, under the following conditions and limits:

The duration of the warranty depends on the equipment purchased by the buyer; this duration is indicated either on the tariffs or on the acknowledgements of receipt of the order.

This warranty includes "parts and labour"; for implementing it, the buyer must send the hardware or software concerned to the technical centre of the seller. The costs of transportation are to be borne by the

buyer. The seller has the option of either doing its best to remedy the fault within a reasonable duration, or replacing the hardware or software with another that is free from the fault in question.

The obligation of warranty cannot be invoked if the faults of the equipment have the following sources:

- lightning
- breakage caused by accidents or incidents or even by non-compliant electrical connections or faults in the electrical supply,
- normal wear and tear of the equipment,
- using the equipment differently from what it was designed or manufactured for,
- non-compliance with the usage or maintenance instructions,
- any modifications or interventions not made by the specialised service of the seller or its representatives appointed for this purpose, the addition or use of parts, components or accessories other than those manufactured and/or sold or simply recommended by the seller, or those not of an equivalent quality.

The seller cannot, under any circumstances, be required to pay any sum for any reason whatsoever, especially but not limited to the temporary immobilisation of the equipment, a business disruption, a loss of the order, an operating loss, loss of profits, etc. and for any other damage of the same type.

Finally, the buyer acknowledges that technical equipment may, either on its own or integrated in a unit, offer a certain number of functions for accomplishing certain tasks. With the current state of the art, taking into account the compatibility of the elements used, the combined configuration of the equipment, the multitude of software and their functions, the seller cannot guarantee that the marketed equipment can be adapted to the requirements of the buyer unless it specified them with desired accuracy when placing its order. From this single fact, the seller cannot give any guarantee regarding the quality of results obtained by the buyer according to the objectives that the latter may have set for itself, which are not or are no longer those that were specified in due course. It is solely the responsibility of the buyer, depending on the specific applications that it wishes to see implemented and on the chosen configuration, to adapt or ensure the adaptation of the technical characteristics as well as the capacity of the equipment acquired by it.

## Art 6 - Prices - Invoicing - Payment

The prices are expressed EXW in Euros, exclusive of taxes, net of all discounts and payable with the order. Any delay in payment will lead to the de facto suspension of all services associated with the products of the buyer, including maintenance services, even if the latter have been paid for by the buyer, without the buyer being able to claim any sort of compensation.

### Penalties for late payment

Any delay in payment will involve a penalty, equal to the last rate of refinancing of the European Central Bank, with a raised of 10 points, calculated on a pro rata temporis basis on the remaining due.

### Penalty clause

The failure to pay on the fixed due date will, after an unsuccessful official notice via a registered letter with acknowledgement of receipt, result in a compensation amounting to 15% of the sums due under damages.

### Event of default clause

Any delay in payment will, for the seller, result in the immediate payment of all the sums due by the buyer.

### Resolutive clause

If the buyer fails to make the payment on the due date, the sale shall legally be cancelled at the seller's discretion, 10 days after sending an official notice pertaining to the intention of the seller to invoke this clause, which has remained ineffective for this period.

### Indemnity clause for collection

Any professional who delays payment is legally a debtor, with regard to the creditor, of a fixed charge to cover debt collection costs of a minimum amount fixed at €40 per invoice (art. L441-6 and art D.441-5 of the Commercial Code).

## Art 7 – Termination

If the buyer fails to fulfil any of its obligations and does not correct this within ten days following the sending of a registered letter with acknowledgement of receipt, the seller reserves the right to legally terminate any licensing contract, without prejudice to any possible damages.

## Art 8 - Commercial proposals and/or estimates

Unless specifically mentioned otherwise, our commercial proposals are valid for a period of one month from the date of their issue.

## Art 9 – Deadlines

The delivery deadlines are given for information purposes only. They come into effect as soon as the order is accepted by the competent Department of the seller.

## Art 10 - Installation - Commissioning – provision of service

Unless stipulated otherwise, the selling prices of the hardware and software do not, under any circumstances, include their installation, commissioning or anything other than what is related to the warranty. When the seller is requested to carry out services of this type, they shall be invoiced separately, in accordance with the tariffs in force on the day of their execution.

## Art 11 - Use of spare parts and components

The seller disclaims all responsibility if the spare parts, accessories, equipment and peripherals that it markets are subject to an incorrect assembly or use, or if they are used for any purpose other than the maintenance, adaptation or repairing of the equipment marketed by it.

## Art 12- Subcontracting

The seller reserves the possibility to call upon a subcontractor of its choice, under its complete responsibility.

## Art 13- Territorial jurisdiction – Applicable law

Any dispute of any type whatsoever, pertaining to our sales and services, shall fall under the exclusive jurisdiction of the Commercial Court of Chartres in France. All sales concluded by the seller are subject to French law.

## Art 14- Advertising

The seller reserves the right to use the name of the buyer and its logo, for reference purposes.

## Art 15- Cancellation of an order

Once accepted by the seller, the orders are confirmed and final. The cancellation of any order must be made via a registered letter with acknowledgement of receipt. The seller is entitled to the reimbursement of the expenses that have already been incurred, as well as of any expense originating from the necessary termination of contracts linking the seller to its suppliers or subcontractors, which may amount to 100% of the total amount of the order. (c.civ. Art. 1149). If an intervention is deferred or cancelled, the seller will invoice the cancellation fees according to the following scale:

- Less than 48 hours: 100%
- Less than 15 days: 50%

## Art 16- Force majeure

The seller shall not be held responsible for not executing its obligations under these terms and conditions, and shall not be responsible if any failure and/or damages are caused due to a case of force majeure or an external cause. In this case, the seller shall benefit from a sufficient, additional period to compensate for these disturbances. This list of force majeure includes but is not limited to, among others, bad weather, any natural or other disaster, total or partial strikes, a social movement or conflict, which causes a disturbance in the proper functioning of our company or that of our suppliers, subcontractors or carriers, as well as an interruption in transport, energy supply, supply of raw materials or spare parts, etc.

## For the buyer:

Surname:

First name:

Position:

Signature and Company Seal, preceded by the handwritten words "Approved, Agreed, Confirmed":

Date..... Place.....  
CXR ANDERSON JACOBSON – RCS Chartres 785 754 706