

GENERAL CONDITIONS OF SALE OF DELIVER UP

GENERAL

These conditions apply to the sale of DELIVER UP equipment or its replacement. No tolerance or performance contrary to these conditions can be invoked as a definitive exemption. Failure to apply any of these stipulations in no way constitutes a waiver on the part of DELIVER UP to avail itself thereof and does not affect its right to demand its future performance.

Unless otherwise agreed between the Customer and DELIVER UP, these Terms of Sale constitute the standard basis of the commercial relationship between DELIVER UP and the Customer.

DELIVER UP reserves the right to deviate from certain clauses of these general conditions, depending on the negotiations conducted with the Customer, by the establishment of special conditions of sale. These conditions of sale are systematically communicated to any Customer who requests it.

These conditions of sale are applicable to the sale of DELIVER UP equipment even in the event of contrary purchase conditions, and will prevail over any conditions stipulated by the Customer when ordering.

These conditions of sale may possibly be subject to modifications by DELIVER UP, which notifies the Customer in writing, the version applicable to the Customer's purchase is that in force on the date of placing the order.

Any order implies, on the part of the Customer, acceptance of these conditions of sale.

Article 1 - ORDERS

Any order only becomes final:

- when the Customer's order form has been accepted in writing by DELIVER UP, or when the DELIVER UP estimate has been accepted by the Customer by returning to DELIVER UP the dated estimate, signed by the Customer and bearing the latter's commercial stamp, and

- upon receipt by DELIVER UP of the agreed deposit, if this is the case.

When the Customer's credit justifies it, DELIVER UP reserves the right, even after partial dispatch of an order, to require from the Customer the guarantees that DELIVER UP deems appropriate for the proper performance of the commitments. Refusal to comply gives DELIVER UP the right to cancel all or part of the order.

In the event of modification of the order by the Customer (which may concern either the references, or the quantities, or the delivery) and accepted by DELIVER UP, said acceptance of DELIVER UP will not result in any change to these conditions of sale. On the other hand, any modification of the order by the Customer accepted by DELIVER UP will nullify the delivery times indicated in the initial order.

No order will be accepted if the Customer has not paid DELIVER UP all of the invoices whose due date has passed on the day of the order.

Article 2 - PRICE

The prices are invoiced on the basis of the prices in force on the day of delivery. The prices are understood to be departing from DELIVER UP's warehouses or, where applicable, the manufacturer, excluding taxes, unpackaged materials and transport costs. Export prices do not include import duties and local taxes applicable to the country of destination.

The normal period of validity of the DELIVER UP price offer is 90 days, except for a particular option period specified in the quote or the price offer.

Article 3 - PAYMENT

Payment must be made within 30 days of invoice date and without discount.

In the event of non-payment of an invoice by the agreed deadline, the Customer will be liable for a lump sum indemnity for recovery costs of € 40 excl. DELIVER UP also reserves the right to increase the amount of the invoice by 10% with a minimum of 50€ HT. In addition, any delay automatically entails the payment of interest calculated on the basis of the interest rate applied by the European Central Bank to its most recent refinancing operation increased by 10 percentage points until full payment of the invoice without this clause being able to suspend the enforceability of the debt. In the event of late payment, all pending orders may be suspended or cancelled, if DELIVER UP sees fit, without prejudice to all other remedies and without notice. Failure to pay a single invoice on its due date makes the other invoices issued in the name of the Customer immediately payable.

Article 4 - DELIVERY - TRANSFER OF RISKS - LIMITATION OF LIABILITY

Delivery is made either by direct delivery to the Customer, or by simple notice of availability, or by delivery to a shipper or carrier designated by the Customer or, failing this designation, chosen by DELIVER UP.

The possible delay in delivery does not entitle the Customer to cancel the sale, to refuse the equipment or to claim any pecuniary compensation whatever its nature, DELIVER UP making every effort to ensure compliance with the delivery time mentioned on the Order Acknowledgement.

The risks are transferred to the Customer upon delivery and in particular the equipment always travels at the risk and peril of the recipient Customer.

Notwithstanding delivery to the Customer, the final transfer of ownership of the equipment only takes place after full payment in release of said equipment.

Despite the existence of the retention of title clause, the Customer bears the cost of the risks and also the cost of insurance for the equipment as soon as the equipment is made available. The Customer agrees to insure the equipment for the benefit of whom it belongs against all the risks that this equipment could run (or cause) from the moment it is made available and until full payment of the price and to justify to DELIVER UP at the time of delivery. Otherwise, the latter would be entitled to delay delivery until the presentation of this proof.

The Customer is obliged to check the apparent condition of the equipment upon delivery. In the absence of reservations expressly expressed by the Customer at the time of delivery, the materials delivered by DELIVER UP will be deemed to comply in quantity and quality with the order. In the event of proven defects or non-conformities at the time of delivery of the goods sold, the Customer's reservations must be made to DELIVER UP by registered letter with acknowledgment of receipt within three days of delivery of the goods. Any complaint formulated after the aforementioned period will be inadmissible. It will be up to the Customer to provide justifications as to the reality of the defects or non-conformities. The Customer must guarantee DELIVER UP immediate access to the goods in order to carry out the contradictory observation of any defects, and to possibly remedy them. DELIVER UP will decline any guarantee in the event of intervention by the Client or a third party on the property in question before the contradictory finding of the alleged defects.

DELIVER UP is released from its obligations in the event of the occurrence of the following events: floods, fire, total or partial strike, lockout (including strikes and lockouts affecting DELIVER UP or its suppliers). DELIVER UP delivers the quantities ready at the time of delivery, to the extent of its possibilities. DELIVER UP is also released from its obligations for any fortuitous event or force majeure.

Article 5 - RETENTION OF OWNERSHIP

DELIVER UP retains ownership of the delivered material until full payment of all amounts due and invoiced for said material. In this regard, the delivery of drafts or any instrument creating an obligation to pay towards a third party does not constitute payment within the meaning of this clause.

The Customer is authorized, within the framework of the normal operation of his business, to resell the delivered equipment. But he can neither pledge them, nor transfer the property as a guarantee, before full payment of the sums due. In the event of a resale, the Customer agrees to immediately notify DELIVER UP to enable it to possibly exercise its right to claim the price against the sub-purchaser. He must immediately communicate the name and address of the sub-purchaser (s). The Customer undertakes to subrogate DELIVER UP in its rights, if DELIVER UP so requests, in the event of default by the sub-purchaser (s), for the receivables relating to the resold equipment. The resale of equipment not fully paid for is impossible in the event of insolvency proceedings by the Customer.

As long as the equipment is in the possession of the Customer and before final ownership of the equipment passes to the Customer, the Customer must keep the equipment in the same condition as that in which it was delivered and repair any damage or deterioration that has occurred.

The Customer undertakes, until full payment of the price, attached costs and taxes, or until the equipment is resold, to show the equipment on a separate line in the assets of its balance sheet.

If a seizure were to be made on the equipment, the Customer must immediately inform DELIVER UP in order to allow it to oppose it on time, under penalty of damages.

If the Customer is a tenant of the premises where the equipment is stored, he must inform the lessor, by registered letter with acknowledgment of receipt, that the equipment is subject to a retention of title clause.

In the event of non-payment in full of the price, costs and taxes attached to the scheduled date, DELIVER UP and its carrier are authorized to enter the premises where the equipment is located during working hours to collect it. The down payments may be retained as a penalty, which the Customer expressly accepts.

Article 6 - WARRANTIES

The materials delivered by DELIVER UP benefit, from their delivery, from a warranty covering their non-compliance with the order and any hidden defect, from a material or manufacturing defect affecting the materials delivered and making them unsuitable for their use. DELIVER UP warrants the material to its direct purchaser only.

DELIVER UP warrants the equipment to its direct purchaser. This warranty covers a period of one year from the date of delivery of the equipment

In a general way:

- warranties are factory return warranties. the costs of delivering the equipment to the after-sales service of DELIVER UP in Dijon are the responsibility of the Customer
- during the warranty period, DELIVER UP repairs or replaces any equipment returned to it at the Customer's expense and which would be recognized by DELIVER UP as defective;
- the Customer who has equipment manufactured or purchased for a particular use, is required to ensure that the equipment he has purchased is suitable for the destination he intends to give it;
- in no case does the warranty extend to repairing any damage that the purchaser may suffer as a result of material defects;
- DELIVER UP's liability can never be sought because of special packaging expressly desired by the Customer, with the exception of the packaging usually supplied;
- the maximum liability incurred by DELIVER UP under the guarantee is limited to the value of the equipment sold;
- the warranty ceases to apply if the equipment has been used in an abnormal manner, improperly installed, modified or repaired by unauthorized persons. It does not apply to faults the cause of which is subsequent to delivery or faults of low severity, it does not extend to wear of parts, adjustments and overhauls due to normal operation of the equipment, nor, in good standing. general, to their usual mechanical maintenance;
- the modification or replacement during the warranty period of parts recognized as defective by DELIVER UP cannot have the effect of extending the said material warranty period.

In the event of a modification of the equipment, the Customer guarantees DELIVER UP against any legal action to which it may be subject in connection with this modification, and in particular from the competent legal metrology authorities.

The costs of returning the equipment repaired under warranty are the responsibility of DELIVER UP.

The cost of returning the repaired equipment not covered by the warranty shall be borne by the Customer.

Article 7 - IMPROVEMENT - MODIFICATION

DELIVER UP reserves the absolute right, and without the need to notify the Customer, and without obligation of any kind whatsoever to it, to change or revise the specifications or details of its equipment.

Article 8 - CANCELLATION CLAUSE

In the event of default or late payment, even partial, the order will be automatically terminated forty-eight hours after a formal notice sent by simple letter, fax, email or any other means to the Customer and remained unsuccessful, if good seems to DELIVER UP, who may request, in summary proceedings, the return of the material (s) delivered, without prejudice to any other damages.

If this clause is used by DELIVER UP, the sums which would be due to DELIVER UP for other deliveries and / or services, or for any other cause, will become immediately payable. The Client will have to reimburse all the costs incurred by the contentious recovery of the sums due, including the fees of ministerial officers.

Article 9 - PERSONAL DATA

The personal information collected in the context of the sale of equipment to the Customer is essential for the smooth running of the latter. They are exclusively reserved for the use of DELIVER UP, which undertakes not to communicate them to third parties.

The data controller is our delegate for personal data and his contact details are contact@deliverup.com ; this processing is based on the execution of this contract and compliance with its legal and regulatory obligations. The categories of data processed are: surname, first name, telephone number and professional email address. Access to personal data is strictly limited to the employees of the controller, who are entitled to process them because of their functions. The data collected may be communicated to third parties linked to the company by contract for the performance of subcontracted tasks, without the Customer's authorization being necessary.

As part of the performance of their services, third parties have only limited access to the data and are obliged to use them in accordance with the provisions of the applicable legislation on the protection of personal data. Apart from the cases set out above, DELIVER UP shall not sell, rent, assign or give access to the data to third parties without the prior consent of the Client, unless it is obliged to do so on legitimate grounds.

If the data are to be transferred outside the European Union, the Customer will be informed and guarantees taken to secure the data (for example, adoption of standard clauses for the transfer of personal data validated by the competent supervisory authority, adoption of binding company rules, or any other relevant measure) will be specified.

In accordance with the Data Protection Act (article 27 of Law 78-17 of January 6, 1978), the Customer has the right to access and rectify information concerning him. To do this, simply make a written request to contact@deliverup.com.

The Client undertakes to inform its personnel concerned about the processing of their personal data in question, and their rights in relation to this processing, in accordance with this article.

The Customer authorizes DELIVER UP to name his company and to include his logo as a customer reference.

Article 11 - DOCUMENTATION AND INTELLECTUAL PROPERTY

Contracts, quotes, drawings, plans, models and descriptions are the exclusive property of DELIVER UP. Their communication to other companies or to third parties is prohibited and liable to criminal prosecution. These documents must be returned if they are not followed by a firm order.

The colors, the photos and the diagrams of the commercial documents are not contractual, and have for sole purpose a demonstration of the materials. The samples and demonstration copies visible on site, in the workshop or in any form of exhibition whatsoever have a representative purpose and are not contractual.

In the event of an action brought by a third party against the Customer and based on an alleged infringement of a patent, design or model, process or trademark allegedly belonging to the third party, the Customer must, under penalty of damages, necessarily call DELIVER UP in the cause, who will make the necessary arrangements.

Article 12 - DISPUTES AND APPLICABLE LAW

Regardless of the location stipulated for the delivery, provision or payment of the equipment, the contractual relations between the parties will be governed and analyzed according to French law, with the exception of any other.

It is expressly agreed that any dispute relating to goods sold by DELIVER UP will fall under the exclusive jurisdiction of the Commercial Court of Dijon, even in the event of a warranty claim or multiple defendants.

If a provision of the quotation, purchase order or these general conditions of sale is declared null or unenforceable under a regulation, law or other legal standard, it shall be deemed to have been deleted and the other provisions shall continue to have effect. If applicable, the Client and DELIVER UP will replace the invalid or unenforceable stipulation with a valid clause having the same economic impact.

Article 13 – CONNECTED SERVICES

The equipment provided by DELIVER UP partly has communication systems carrying out the transmission of technical data allowing remote diagnosis and remote maintenance operations. This information is collected, centralized and stored in systems managed by DELIVER UP and its service providers. The information thus stored and processed is the property of DELIVER UP. This information is intended for the automated detection of anomalies relating to products stored or transported, their delivery or the use of equipment. This information may only be communicated by DELIVER UP to third parties designated and known to the owner of the equipment. Although it does not identify a user by name, the information provided may identify individuals by cross-referencing different systems. Consequently, their processing is subject to the regulations on the protection of personal data. The Customer undertakes to inform its own customers, the owner of the equipment, so that they take the necessary measures, in particular to inform, in consultation with DELIVER UP, the users of the said treatment, in accordance with the aforementioned regulations.