

1 - Applicability.

These Global Terms and Conditions of Sale (« Terms ») apply to the purchase of products and ancillary services by seller (« Seller ») and the buyer (« Buyer »), each of which is identified in the accompanying quotation, proposal, order acknowledgement or invoice (« the Sales confirmations »). The Seller can be identified like DEL La Distribution Electronique or DEL Design Engineering Laboratory, specialised in engineering. These Terms and the Sales confirmation comprise the entire agreement between the parties (collectively, « the Agreement »). Buyers accepts these Terms by signing and returning Seller's quotation, by sending a purchase order in response to the quotation or by Buyer's instructions to Seller to she the Product. No terms, conditions or warranties other than those identified in the quotation and no agreement or understanding, oral or written, in any way purporting to modify the terms and conditions whether contained in Buyer's purchase order or shipping release forms, or elsewhere, shall be binding on Seller (Articles L 441-6 and following of the French Code de commerce), unless hereafter made in writing and signed by Seller's authorised representative. Buyer is hereby notified of Seller's express rejection of any terms inconsistent with this Agreement or to any other terms proposed by Buyer in accepting Seller's quotation. Neither Seller's subsequent lack of objection to any terms, nor delivery of the Products or services, shall constitute an agreement by Seller to any terms.

2 - Price.

Any order from the Buyer must recall the Seller's reference on the day of the order. All stated prices are exclusive of any taxes, fess, duties, and levies including value-added. Any taxes related to the Products purchased pursuant to this Agreement are the responsibility of Buyer (excluding taxes based on Seller's net income). Prices in any Sales Confirmation from Seller are subject to change. Prices for Products covered by this Agreement may be adjusted by the Seller, upon notice to Buyer at any time prior to shipment, to reflect any increase in Seller's cost of raw materials incurred by Seller after issuance of the applicables Sales Confirmation. Advertised price offers for intellectual services may be revised at any time when additional or different transactions have not been identified by the Buyer and must be made by the Seller.



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DEL design engineering laboratory SAS au capital de 10 000€ SIREN 799847868 RCS VERSAILLES-SIRET 79984786800012-APE7112B. Siège social 6 chemin de la plaine de JOUARS 78490 Méré-France- www.del.fr – info@del.fr – tel +330130791750.

3 - Delivery time frame.

The delivery times are indicative and function of the possibilities of supply (except products in stock) and transport of the Seller. Delays can not give rise to damages. The Buyer will however have the opportunity to cancel the order, after 30 days the specified time.

4 - Confirmation, Cancellation.

Any order is considered accepted only after written confirmation of the Seller or the shipment of the products ordered (tacit acceptance). Cancellation or modifications of all or part of any order are subject to Seller's prior written consent in each instance. In the hypothesis to the amount of order exceeding the amount of cover of its credit insurance, the Seller reserves the right to make the delivery only at the level of the amount of the credit insurance or to require an advance payment.

5 - Payment.

Buyer will pay all invoiced amounts within sixty (60) days following the billing of the Seller. Unpaid amounts on the due date will authorise the Seller to ask immediately all the amounts due and accrue interest at rate equal to the lesser of five times the legal interest rate one day after the date wrote on the bill without any Seller's notice. The Seller may suspend the delivery of any Products if Buyer fails to pay any amount when due. The Buyer will also pay, in addition, all the expenses incurred by the Seller for the recovery of the amounts due and will pay the Seller a lump sum recovery indemnity of 100 €. The Seller offers a discount of 1% for cash payment.

6 - Delivery, Shipping.

Seller will deliver the Products within a reasonable time after receiving Buyer's purchase order, subject to their availability. In case of damage or missing the Buyer will have three (3) days after the reception of Products to contest. The Seller will assume the responsibility of Products until delivery then the Buyer will be responsible for them (transfert of risk). The intellectual services will be considered as being validly communicated to the Buyer when they are delivered by any usual means of communication, in particular postal or electronic mail, fax, computer support (USB key etc.) A purchase order can not be canceled or returned without prior written acceptance of the Seller. Claims on the documentation, defects or non-compliance of Products must be made in writing to the Seller within seven (7) days of receipt. It will be up to the Buyer to provide any justification for



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these defects or nonconformities. The Buyer will have to leave to the Seller any facility to proceed to the observation of these vices or nonconformity. The return transport of Products and associated risks are the responsibility of the Buyer unless stipulated by the Seller and will lead to the establishment of a credit for the benefit of the Buyer, the replacement of the product, or the reimbursement of sums paid but can not give rise to claim for damage.

7 - Technical specifications.

The technical characteristics of the products are communicated by the Seller at the Buyer's request and will correspond to those communicated by the Seller's suppliers in their official documentation. Any order which designates a reference of the Seller or of one of its suppliers implies the acceptance of the characteristics of the product by the Buyer as defined by the Seller or his supplier and the Seller's liability can not be engaged thereby, what whatever the wording of the order. The Seller may manufacture or process products on the Buyer's plan and recommendations exclusively. The Seller reserves the right to make any changes in its range of products and services, including that of removing the marketing of products and services or family of products and services. It is up to the Buyer to inquire as to the availability of the product or services he has chosen or if it is proposed by the Seller, to formally confirm the validation.

8 - Technical support.

The Buyer communicates to the Seller the final use of the Products and services ordered to confirm its ability to honor or refuse the contract. The technical support service is limited to the presentation of the characteristics of a product or service, and does not include any guarantee of operation or specifications in the environment of the Buyer and / or its customers. Any warranty of any product or service to meet the use for which it is intended is excluded, the Buyer being solely responsible for the design, installation, integration and / or assembly of the product or service.

9 - Intellectual property rights.

Seller preserves the ownership of intellectual service until full price has been made. Seller retains in its entirety the intellectual property right of the order's prestation. Buyer is prohibited from any assignment, reproduction, adaptation or modification and any physical or intellectual misappropriation of the service without the express and prior permission in writing by Seller.



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10 - Confidentiality.

All informations and documents that Seller discloses to Buyer whether disclosed orally or disclosed or accessed in written, electronic or other form or media, in connection with the Agreement and the Seller is confidential. The Seller reserves the right to report his business relationship with the Buyer unless he expressly objects.

11 - Warranty and liability.

Seller warrants that Products will be provided free from hidden defects in accordance with article 1641 of the French Civil Code (Code civil). Seller warrants that the Products sold are conform to the technical specifications provided with the Products by the manufacturer. Buyer will ensure that Products are used according to their intended use. Seller will only be responsible for the replacement of defective Products. Seller is not a designer of electronic cards and systems that is given by its customers, nor by software associated with them, its responsibility can not be engaged in case of damage, directly or indirectly, said electronic cards, systems and software and / or their malfunction. Nevertheless, Seller warrants Customer, against any lack of conformity of the intellectual services rendered and any hidden defects, resulting from a lack of design or performance of the services provided and rendering them unfit for the use for which they were intended, to the exclusion of any negligence or fault of the Customer, for a period of 7 (seven) days from their supply to Customer, unless otherwise provided by law. Buyer must, under pain of forfeiture of any action relating thereto, inform Seller, in writing, of the existence of defects within a maximum period of 24 (twenty four) hours after discovering it. Seller will change, at its exclusive expense, the services deemed to be defective by making the necessary corrections. Seller's warranty does not apply to other defects or damage. Seller is excluded for any other damage and his responsibility is in any case limited to the value of the product ordered. Seller is subject to an obligation of means in the context of the provision of services and is liable only for damages that are directly and exclusively attributable to him.



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12 - Force Majeure.

Force Majeure, as well as any severe events which make it impossible or impractical for Seller to meet its commitments, may cause termination or cancellation of said commitments or their suspension or postponement at Seller's sole discretion without the right for the Buyer to claim for damages. Seller and Buyer interpret and understand Force Majeure with regard to the criteria issued by the French Court of Cassation (Cour de Cassation).

13 - Retention of title.

Products will remain the exclusive property of Seller until the purchase price for Products has been paid in full and received by Seller. In case of no payment Seller will have authority to retain, retake, sell or otherwise deal with and/or dispose of all or any part of Products. The sale will be resolved by right if it seems to Seller and the sums already paid will be acquired in exchange for the use of the Products which will have benefited Buyer. Seller may unilaterally, after sending a formal notice, draw up or cause to be drawn up an inventory of his products in the possession of Buyer, who undertakes, from now on, to give free access to his warehouses, stores or others for this purpose, ensuring that the identification of Seller's Products is always possible. The Products will remain the property of Seller until full payment of their price but Buyer will become responsible (transfer of risk) as soon as their material delivery by the carrier.

14 - Applicable law and jurisdiction.

The General Terms and Conditions of sale hereof, contract and orders shall be construed and ruled under French Law. Any dispute resulting from the construction or performance of the General Terms and Conditions hereof, the contract and/or any orders shall be submitted to the competent Court of the sole jurisdiction of Versailles even in case of plurality of defendants or guarantee claims, without prejudice to any stipulation to the contrary in Buyer's commercial documents. In case of discrepancies between the French and the English version of those General Terms and Conditions, the French version shall prevail.

15 - Choice of language

It is by the express intention of the parties hereto that the present Agreement and all its related documents be drafted in French.



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