

TERMS AND CONDITIONS OF SALE AND SERVICES OF CellD

Any order to CellD implies full adherence to these general conditions of sale.

No reservation of clauses on purchase orders or correspondence that reach CellD from the Customer can therefore derogate from it, unless otherwise expressly and specifically stated in the text of offers of CellD or acceptances of CellD.

I - Definitions

Offer: means the sales or maintenance execution proposal or the quote accompanied, in the same mail or e-mail, of these general conditions.

Order: means the order of execution of a service (sale of Equipment, service or maintenance) by CellD in favor of its Client.

Customer: means the person, natural or legal, to whom this Offer is intended.

Buyer: means the Customer having accepted the Offer thus becoming a party to the Contract

Material: means the Material and merchandise provided by CellD

Party (s): means the party or parties to the Contract.

Contract: means the agreement that may be settled between CellD and the Customer, after the acceptance of the Offer.

The terms thus defined are preceded by a capital letter in the text and retain the same meaning whether used in the singular or the plural.

II- Object of the Contract and Expression of the Customer's Requirement

Is understood as object of the Contract within the meaning of the present General Conditions: the sale of Equipment, the provision of service or maintenance.

The Customer is obliged to inform CellD about all the technical, environmental, technological or other specificities that have an impact on the object of the Order.

The Customer is solely responsible for the adequacy to his needs of the technical specifications of the Materials or the services or maintenance services ordered from CellD. On all its equipment and services, CellD is bound to an obligation of means. In any case,

III- Formation of the Contract

The Customer unreservedly accepts each of the clauses stipulated by the present General Conditions of Sale, and undertakes to respect them, expressly renouncing any contrary terms or conditions that may appear in his own purchasing conditions or commercial proposals.

Unless otherwise stipulated in the Contract, the contract of sale or maintenance is formed by the sending to CellD of the customer order, signed, within the validity period of the offer.

In the event of reservations or changes made in writing by the Customer under the terms of the offer, CellD will be bound by such reservations or modifications only by written agreement of its part

IV- Contractual clauses and Prices

The prices, information, plans, ratings and descriptions of any kind as well as the delivery times indicated in the specifications, catalogs, flyers and tariffs of CellD are given only as an indication.

Unless otherwise stated, the prices are exclusive of taxes, from the Roquemaure depot or the supplier's factory, without packaging, transport, insurance, testing, reception or commissioning fees, collection and processing fees. within the meaning of the WEEE Directive (2012/19 / EU D).

An acknowledgement of order will be sent within three days after reception of an order.

The Hardware is provided with standard documentation. Any additional supplies of documents of any kind will be charged extra. Special services, including factory acceptance, the supply of inspection and test certificates, are not included in CellD's prices but will be invoiced separately according to the costs incurred for this

purpose. The minimum billing amount is fixed at € 1,000 excluding taxes, unless otherwise agreed in writing by CellD.

The contractual documents governing the sales and services of CellD are the offers and the present general conditions, only the rates included in these Offers will be firm. For long-term contracts, which are agreed for more than TWELVE months, the prices listed in the contract will be subject to a revision clause to take into account changes occurring before and / or during the execution of the Order. in particular concerning the cost of raw materials, labor, transport costs, customs duties, taxes and duties of any kind, exchange rates and charges of any kind. However, the price revision relates to significant variations in CellD's expenses, ie variations of more than 2%. The revision is applied automatically by virtue of these General Conditions of Sale. In this case, CellD will inform the Customer of the revision made and will justify it to the Customer.

V- Confidentiality- Intellectual Property- Personal Data

Studies, plans, software, projects, technical solutions, specifications and documents of any kind given or sent by CellD remain the property of the latter, even if they have been established in collaboration and / or in consultation with the Customer. They cannot be revealed or transmitted to third parties for any reason whatsoever.

The Confidentiality to which the Customer agrees to be submitted concerns, in particular and in a non-exhaustive manner, all information relating to:

- the company CellD;
- its employees, methods, technical processes and / or the trade secrets of CellD or its suppliers;
- his products ;
- its suppliers, Customers;
- indications and technical specifications;
- the elements relating to prices and fixing thereof;
- technical and / or commercial information, whatever their nature, from a third party partner of CellD to the other party.

The Customer will remain bound by this confidentiality obligation for a period of TEN years from the expiry or expiration of the Contract.

This obligation of confidentiality applies under the same conditions, both to subcontractors and suppliers of the Customer. CellD may impose on the Customer but also on the subcontractors and suppliers of the Customer, their commitment under a specific confidentiality agreement.

CellD remains the owner of the intellectual property rights on the documents. These documents must be returned to him at first request, CellD retaining all of his studies and software that can not be communicated in any form whatsoever, copied, made available to third parties, or executed without his prior authorization.

The Materials subject of the Contract are sold with a clause expressly subordinating the transfer of their property to the full payment of the price in principal and accessories (law n ° 80-335 of 12.05.80 modified by the law 85-98 of 25 January 1985 and by Law 94-475 of 10 June 1994). The above provisions do not preclude, upon delivery of the Materials, the transfer to the Customer of the risks of loss or deterioration of the goods subject to retention of title as well as any damage they may cause. From delivery, the Customer is the custodian and custodian of the goods. By express agreement, CellD may exercise the rights it holds under this retention of title clause, for any of its claims, on all of its Materials in the possession of the Customer, the latter being conventionally presumed to be the same. unpaid and CellD will be able to take back or claim them as compensation for all unpaid invoices, without prejudice to its right to cancel sales in progress. The Customer may resell his unpaid materials only in the normal course of business, and may in no case pledge or grant security over his unpaid inventory. In the event of non-payment, the Customer will refrain from selling his inventory up to the amount of unpaid products. CellD may also require, in case of non-payment of an invoice due, the resolution of the sale after sending a simple formal notice. Similarly, CellD may unilaterally, after sending a formal notice to draw up or have an inventory of its products in the possession of the Customer, who

undertakes, from now on, to give free access to its warehouses, stores or other, to this end ensuring that the identification of CellD's Materials is always possible. In the event of opening of bankruptcy or liquidation proceedings, the orders in process will be automatically canceled, and CellD reserves the right to claim the goods in stock. In the case of non-payment and unless CellD prefers to request the full performance of the sale, CellD reserves the right to terminate the sale after formal notice and to claim the delivered Equipment, the return costs remaining at the expense of the Client and the payments made being acquired by CellD as a penalty clause. In case of attachment, or any other intervention of a third party on the goods, the purchaser must imperatively inform CellD without delay in order to allow him to oppose and preserve his rights. The purchaser is also prohibited from pledging or assigning as a guarantee the ownership of the Materials. In the event of the retention of title clause being applied, the installments paid shall remain acquired as damages.

CellD undertakes to carry out its activities in accordance with the applicable law regarding the protection of personal data and data security, in accordance with the confidentiality agreements established with the Customer.

VI- Cancellation of order by the Customer and Cancellation indemnity

Whatever the nature of the Order (sale, supply of Equipment, provision of service or maintenance), the Customer is definitively committed upon receipt by CellD of the sales order. Any cancellation of the Order by the Customer must be notified in writing with acknowledgment of receipt. Any cancellation of the Order will result in the payment to CellD of a cancellation fee corresponding to 30% of the amount inclusive of VAT. This allowance will be 50% of the amount including VAT for all equipment in production.

VII- Deliveries and Transport

CellD may make partial deliveries. In this case, the terms, conditions and times of carriage will be specified in the Offer.

risks

Unless otherwise stipulated, the goods travel at the risk and peril of the recipient.

In the event of damage, it is the responsibility of the consignee to make reservations on the waybill and confirm them, within THREE days by registered letter with acknowledgment of receipt, to the carrier. The description of the apparent damage of the packing, is not enough. Describe the damage to the goods. Regardless of the destination of the Materials, delivery is deemed to be made from CellD's warehouses or those of CellD's suppliers.

The Materials are thus considered as accepted and accepted in the CellD's warehouses or those of the CellD suppliers where the transfer of risks takes place, even if the delivery has been agreed free of postage.

It is the responsibility of the Buyer to exercise on a timely basis all necessary remedies against the commission agent in the event of total or partial loss of the goods, or any deteriorations, missing items, delays or errors of any kind and to subscribe at his own expense any insurance policy. insurance covering these risks

Timeframe

Except in the case of express written agreement, the delivery times are mentioned for information purposes only. Possible delays cannot in any way justify the cancellation of the Order nor give rise to penalties or damages for any reason or consequence whatsoever. The Customer will not be able to refuse the goods outside the indicated deadlines. If the Purchaser delays in taking possession of the Equipment, CellD reserves the right to store it at the Buyer's risk and expense. Storage costs will be taken into account.

In the event that the particular conditions of the contract stipulate an imperative delivery period accepted by CellD it does not begin to run until after receipt by CellD of the signed Order, precise details of the Order, any down payments and the all the documentation necessary for the execution of the Order. In any case the liability of CellD will be limited to a penalty calculated per week of delay. The amount of this penalty per week of delay must be in writing on the CellD Offer and be accepted by the Customer, and may not exceed 0.5% per week of delay. The total penalty, whatever the length of the delay and for whatever reason, will be capped at

5% of the value in store or workshop of the merchandise whose delivery is late. It will only be applied if the delay is due to CellD and if it has caused actual and contradictory damage.

CellD is released by right from any liability for possible delays in delivery in cases where payment conditions have not been respected by the Buyer, where the information provided by the Buyer would not have arrived in time useful, in case of modification or additional Order or circumstances that would prevent the execution of the delivery, or that would make it more difficult. This is particularly the case, all cases of force majeure, decisions of the authorities, strikes or lockouts, failure of production facilities, interruption or limitation of traffic, natural events etc ...

Claims / Product Compliance

If the delivered Equipment does not comply with the Order accepted by CellD due to missing or excess or type of Equipment different from that ordered, the Customer must send his complaint to CellD by registered letter with acknowledgment of receipt within EIGHT days of receipt of the goods and, in any event, prior to any use of the Hardware barely foreclosure. He must return the excess or the type of material in error to CellD at the same time and at his own expense.

It is understood that any complaint notified after this deadline and not accompanied by the material in error will be worthless and cannot be taken into consideration. The Customer can no longer claim the guarantee of conformity

Packaging - Material Recovery

Packagings are always due by the Customer and are not taken back by CellD, unless otherwise stipulated expressly in the particular conditions of the contract.

Used devices may be taken back by CellD if the Customer expresses the wish and upon written acceptance of CellD. The costs inherent to this recovery (transport, processing, etc ...-) will be billed to the Customer.

Returned packaging and used equipment must be clean, free of foreign substances, accompanied by a decontamination certificate and sorted by category. Otherwise, the Customer will bear all the additional costs incurred.

VIII- Payment

Payments are made net and without discount in Euros or any other currency specifically provided for in the contract.

Unless specifically stipulated otherwise, all sales of Equipment, service or maintenance of CellD are payable at its head office, 20bis rue du Chapitre, F-30150 Roquemaure, the 30th day following the date of invoicing of the equipment or execution the service requested (art L.441.6 C.Com) or at the latest on the date of receipt of invoice if it is later than the expiry of the said period.

For any new Customer or special circumstance CellD is entitled to request a cash payment. Failing payment of any sum due under a contract of sale, service or maintenance it may be terminated automatically at the discretion of CellD after a simple command to pay remained unsuccessful.

Any other provision that CellD accepts exceptionally does not constitute novation or derogation from the immediate payment of CellD's invoices. Any late payment automatically entails, without notice or reminder, the payment of a late payment penalty equal to the interest rate applied by the ECB to its most recent refinancing operation plus 10 points. percentage on the due date of the applicable payment period, applied to the amount of unpaid invoices without being less than three times the legal interest rate (art L.441.6 C.Com). In accordance with Art L.446-1 and D.441-5 of the C.Com, any late payment also makes the payment of a lump-sum indemnity of € 40 for collection costs, without prejudice to the right of payment. claim additional compensation corresponding to the costs actually incurred.

IX- Guarantee

Contractual warranty of products

The warranty period of the Equipment supplied by CellD against any defect of construction or operation,

against any defects in materials is 12 months from the delivery of the Equipment.

This contractual warranty is only granted to the direct Customers of CellD, that is to say to those who have directly placed an order for material with CellD. This contractual guarantee is in no way transferable to the potential sub-purchaser.

The contractual warranty covers, at CellD's discretion, the cost of replacing or repairing the sold equipment in its workshops (return to the buyer's charge), and excluding any other services and in particular on-site repairs. at the Customer's or at the sub-purchaser's.

No other obligation or indemnity of any kind whatsoever may be claimed from CellD, including any direct or indirect harmful consequences arising from or that may be related to the use or performance of the Equipment such as loss of property, income, projects, installation costs or installation dismantling.

The warranty does not extend to deficiencies due to normal wear and tear of the parts, to the negligence of the user or the installer, to the misuse of the Equipment or to the replacement of spare parts and parts considered consumable or any intervention performed on the Equipment by a third party not authorized by CellD.

The contractual guarantee applies only to the extent that the payment conditions have been strictly observed by the Customer.

The possible downtime of the Equipment in CellD's workshops does not extend the duration of the contractual warranty.

Hidden defects

If for reasons beyond the manufacturers' control, a hidden defect in material or workmanship could be attributed to them, this defect must be reported immediately to CellD. The Customer must inform CellD, without delay and in writing, of the defects that he imputes to the Material if necessary and provide all justifications as to the reality of this defect.

Any claim under the warranty against hidden defects must be made by registered letter with acknowledgment of receipt within a maximum period of TWO months from the discovery of the defect and at the latest in the year of sale of the product. Beyond this, the Customer will be foreclosed to any claim. The request must be accompanied by the supporting documents under pain of inadmissibility.

Scope of guarantees

For any reason whatsoever the responsibility of CellD is limited, at its discretion, in any event to the replacement of the part or element recognized as defective, to the exclusion of any other indemnity or expense for any reason whatsoever. is.

CellD can not be held liable for direct or indirect harmful consequences arising from or that may be related to the use or performance of the Equipment such as loss of property, income, projects, installation or dismantling costs. installation.

The warranty does not extend to deficiencies due to normal wear and tear of the parts, to the negligence of the user or the installer, to the misuse of the Equipment or to the replacement of spare parts and parts considered consumable or any intervention performed on the Equipment by a third party not authorized by CellD.

The guarantee only applies to the extent that the payment terms have been strictly observed by the Customer.

X- Return of goods

Return of material by the Customer

Any return of Equipment in CellD's workshops for expertise, repair or implementation of the guarantee is carried out at the Customer's expense. It can only be accepted subject to the following procedure:

- the Customer will first obtain from CellD the Accepted Material Return Form (RMA), on which he will indicate the serial number (s), the reasons for the return and will commit to the decontamination of the product (s) or will be accompanied by the safety data sheet referred to in article 231-53 paragraph 1 of the Labor Code and concerning the substances contained in the Customer's facilities that have been in contact with the returned Equipment.

- the returned Equipment must have been previously cleaned and if necessary decontaminated according to

the prescriptions in force, so that the manipulation can intervene with bare hands.

- the Customer's shipping package must contain the following information on the outer packaging:
- Company Name
- type of device
- serial number
- pictogram summarizing the risks related to the substances in contact with the installations concerning the returned Equipment.
- the decontamination certificate (RMA)

A delivery note must always be present in the package to avoid losses.

Returns Management

In the case of materials returned for expertise or repair, CellD will not keep any material returned beyond three months following receipt in its workshops. Only Materials that have followed the decontamination procedure may be returned. After this period or if the Client informs CellD that he does not accept the offer of repair or expertise, the Equipment will be returned to the Customer at his expense unless the Customer expressly abandons the Equipment for the benefit of CellD subject to his acceptance. Any abandonment will be the subject of a billing of expenses of scrapping which amounts to a flat rate of 300 € HT, except specific agreement with CellD

XI- Parts warranty as part of workshop repair

The turnaround times for repair services in the workshop are only indicative.

The spare parts used in the context of the services performed in the workshop are guaranteed for a period of SIX months from the invoice date and subject to the full implementation of the previously described procedure.

This contractual warranty covers only the cost of repaired and / or replaced parts.

All other non-contradictory clauses of the guarantee conditions mentioned in Chapter VI apply

XII- Services

Nature of services

CellD may be required to perform a number of services, such as auditing, assembly, maintenance, etc ... For any intervention, the conditions of the intervention (date, conditions of access to site, technician qualification, commercial conditions) are defined by both Parties. These conditions are then confirmed in writing by CellD.

This confirmation must be written in writing by the Client within a maximum of 48 hours. If the Customer wishes an intervention within a period of less than 2 weeks, this can only be done according to the availability of the technicians and for an added value, the proposal of date of intervention being valid 24 hours, of hour to hour.

Conditions of intervention

The intervention of the CellD technician is limited to commissioning or on-site repairs. The installation of the Equipment (cabling, assembly, ...) is the responsibility of the Customer and must be carried out according to the rules of the art, in accordance with any particular execution specific to its implementation site, and respecting the installation recommendations defined by CellD. These recommendations are described for each device in the corresponding operating / commissioning manual. The installation of the Equipment must be completely finished on the date of the intervention. In the event that the specific conditions can not be provided by the Customer during the intervention of the CellD technician, the latter will adjust its performance according to the means and conditions allocated and will issue the corresponding reservations on the intervention report. As a result, despite functional commissioning and programming based on theoretical criteria, CellD will not offer any guarantee of accuracy or repeatability for lack of reference. If, for reasons attributable to the Customer, the services on the Equipment are postponed or delayed, in the presence of CellD's on-site representatives, CellD shall be entitled to ask the Customer to compensate for the additional costs resulting from the postponement or waiting period. 'intervention. In no event will CellD be held

responsible for the consequences of this delay

Documents to provide

The Customer undertakes to provide all the documents, such as the pipe and installation plans, the dimensions, descriptions, drawings, diagrams and models necessary for the performance of the service, the exact nature of the services requested, the indications on the technical specificities, (electrical, pneumatic, hydraulic ...) on the constraints of sites, the plan of prevention of the company, etc ..., and this in order to optimize the implementation of the service.

The communication of these elements does not imply the transfer to CellD of the responsibility of the adequacy of the order in relation to the needs of the buyer. The latter remains solely responsible.

Assistance

The Customer is bound by an obligation of assistance and will have to provide CellD with all the necessary and necessary elements for the realization of the service. It will take all necessary measures to protect people and / or products at the scene of intervention.

Documentation and technical means

The Customer will assist the service technician during the execution of the works, in particular by ensuring free and secure access to the facilities and by providing free of charge water, electricity and other necessary connections as far as this is concerned. essential for the execution of the works.

In addition, the Customer will ensure the presence, throughout the duration of the work, a member of his staff, well trained and authorized to operate the facility.

Prevention of accidents

The Customer will take the necessary measures to protect people and goods at the work site. It will inform the CellD technician at all times of the safety instructions in force insofar as they are important for the execution of the work. The Customer will notify CellD if any of these guidelines are violated by members of its staff.

Work in risk zone

The Customer is responsible for the equipment used in hazardous areas. He shall implement the prevention plans, work permits or mission orders required to ensure the safety of CellD personnel during operations, and inform CellD in writing prior to the intervention.

Completion time

Execution delays outside CellD's services are not eligible for late payment penalties to the Client. Any delay due to the Customer does not suspend payments due.

XIII-Limitation of Liability

In the event that CellD's liability is implicated in the performance of the contract, this liability shall be limited to damage to Direct Materials only, to the exclusion of any indirect and / or intangible damage and, in particular, to any loss of revenue, profit, operating profit, reputation or reputation, Clientele, third party action, commercial or economic loss, additional operating or production costs, additional costs and other loss of income. Each Party undertakes to obtain the waiver by its own insurer to incur the responsibility of the other Party in the event of indirect and / or intangible damages, as listed in a non-exhaustive manner previously.

XIX - Case of force majeure

Each Party shall be entitled to suspend the performance of its contractual obligations to the extent that such performance is prevented or unreasonably burdensome by reason of force majeure, that is, a circumstance beyond the control of the Parties. Parties, such as: fire, war, general mobilization, attacks, insurrection, requisition, seizure, embargo, energy restrictions, monetary and export restrictions, epidemics, natural disasters, extreme natural phenomena, terrorist acts and defects or delays in the supplies of the

subcontractors caused by one of the circumstances mentioned above.

This right of suspension may be exercised only if the impact of one of these circumstances on the performance of the contract was not foreseeable when the contract was concluded, whether this circumstance is before or after the conclusion of the contract.

The Party invoking a case of force majeure shall immediately inform the other Party, in writing, of the beginning and the end of the event.

If a Party fails to comply with this notification obligation, the other Party may be compensated for additional costs incurred as a result of this non-notification.

XX- Ethics / anti-corruption - Import / export

CellD is committed to compliance with all applicable laws and regulations relating to ethics and anti-corruption. On a reciprocal basis, the Customer undertakes to scrupulously respect the laws and regulations applicable in this field and to take all necessary actions to perfect them.

CellD is committed to compliance with all applicable laws and regulations pertaining to the control of imports and exports. Reciprocally, the Customer undertakes to scrupulously respect the laws and regulations applicable in this area and to take all necessary actions to perfect it.

XXI- Compensation

Customer will indemnify and hold CellD safe and unharmed from any losses, damages, or expenses incurred by or suffered by CellD as a result of such breach.

XXII- Termination of the contract in case of non-performance

In the event of any breach of any of its obligations by the Customer, CellD may terminate the Offer and / or the Contract without delay and without prejudice to any penalties for delay and any damages that may result.

XXIII- Nullity - divisibility

In the event that any clause is recognized or declared void, only that clause will be deemed unwritten and all other clauses will remain in effect.

XXIV- Applicable law- Litigation

French law is applicable to the Contract concluded between CellD and the Customer.

The Commercial Court of the place of CellD's registered office is, by express agreement, only competent to rule on all disputes, even in case of plurality of defendants.

