

## **PREAMBLE**

These general conditions of sale apply exclusively to professional B2B customers. Enciris Technologies sells electronics boards and modules exclusively to businesses, consultants, manufacturers, system integrators, and OEMs. Enciris Technologies does not sell to individuals, hobbyist, consumers, etc.

## **ART.1-DEFINITIONS**

These terms have the following defined significance in Terms and Conditions:

- Buyer: Person or entity that purchases a Product or Service from the Seller
- Order: A purchase order for one or more Products
- Parties: The Buyer and/or the Seller
- Product: Product and or Service sold by the Seller
- Seller: SAS Enciris Technologies (22 Av. de l'Europe, 81600 Gaillac, France RCS: 488 505 793 ALBI, TVA: FR69488505793) which is the company that sells the products to the Buyer

## **ART.2-PURPOSE**

These terms and conditions define the rights and obligations of the Seller and the Buyer as they pertain to the sale of Products and Services.

## **ART.3-SCOPE**

Unless there is a special written agreement, any Order, whatever its origin, implies on the part of the Buyer, his total and complete acceptance of these general conditions of sale. The Terms and Conditions apply to all sales of Products by the Seller to the Buyer. Exceptions can only be made under special arrangements put into place between Sellers and Buyers. These Terms and Conditions take precedence over the general conditions of purchase. No addition to or variation of these Conditions shall be binding unless accepted in writing by the Seller.

## **ART.4-PLACING AN ORDER**

The Buyer places his Order by means of email. The Buyer declares that he has read Terms and Conditions prior to placing Order and acknowledges that the placing of an Order implies approval of Terms and Conditions. The Buyer acknowledges that Conditions may be read and/or reproduced whenever Purchaser wishes to do so, in accordance with the article 1369-4 of the French Civil code.

To place Order, the Buyer must provide the Seller personal data(s) by contacting the Seller directly by email.

When an Order is placed, the Order is reviewed during normal business hours. Acceptance of an Order remains subject to the condition that the Buyer does not present any financial risks or any other element likely to call it into question. A confirmation email, acknowledging receipt of an Order with information provided by Buyer, will then be sent to Buyer.

- Invoice will be sent to Buyer in accordance with payment terms below.
- Payment is made by bank/wire transfer when Invoice becomes due.

If a Product is not available, the Seller will inform the Buyer about this by email as soon as possible. If this is the case the Buyer will have the option to wait until Product becomes available, modify, or cancel the Order. If payment via bank/wire transfer has been completed, Seller will reimburse Buyer, with a bank/wire transfer.

## **ART.5-PAYMENT**

### **Payment Methods Accepted**

Quoted prices of Products do not include value added tax (VAT, TVA, MWS, etc.) nor shipping and duties. The Seller is only bound by the commitments appearing in the quote or offer. Any quote or offer only binds the Seller for the validity period indicated. In the absence of any indication of duration, the offer will only be valid for one month from the date of issue.

All prices are in Euros and all invoicing is done in Euros. Other currencies (specifically USD) may be handled under special arrangement between Seller and Buyer. Products will be invoiced at the Price given at the time the Order is/was placed.

Payment methods available:

#### **1.Bank/wire transfer.**

- IBAN, SWIFT, International wire transfer. All bank fees are the responsibility of the Buyer.

#### **2.Purchase Order**

- The Buyer must be first be qualified by Seller.
- IBAN, SWIFT, International wire transfer. All bank fees are the responsibility of the Buyer.
- Terms 30-days from invoice date. Invoice is issued when product is shipped.

By express agreement and unless postponement requested in time and granted by the Seller, in the event of late payment, and in accordance with French law no. 2008-776 of August 4, 2008, the customer incurs penalties, without a reminder being necessary, the day following the payment date. The interest rate for late payment penalties is equal to the interest rate applied by the European Central Bank to its most recent refinancing operation, increased by 10 percentage

points. The Seller reserves the right, with or without notice, to suspend the Buyers current Order(s), until the customer has paid the amounts due, and to repossess the delivered Product(s).

THE TRANSFER OF OWNERSHIP OF THE PRODUCT WILL ONLY TAKE PLACE ONCE SELLER HAS RECEIVED PAYMENT IN FULL.

### **Preferred shipping methods**

- Fedex International Priority,
- DHL
- Your own carrier/account

The Buyer is responsible for all shipping costs including any custom duties or taxes that may be applied.

## **ART.6-MODIFICATION OF A PLACED ORDER**

The modification or cancellation of any Order, whatever the cause, is subject to the prior written approval of the Seller. If accepted, there may be charges applied by the Seller. Order(s) are not cancellable or modifiable once they have been shipped. A confirmation, acknowledging receipt of a request to modify or cancel the Order, will be sent to the Buyer by email.

## **ART.7-DELIVERY**

The Products are delivered to the delivery address provided by the Buyer when the order is placed. Order(s) are handled in the order they are received and according to the availability of the Products or Services. The scheduled delivery time indicated at the time of purchase is purely indicative and is subject to potential supply and shipping problems. Any late delivery of Product or Service is not in any way subject to penalties of any kind. All Products are shipped ex-works from the Seller's facilities in Gaillac, France.

## **ART.8-GUARANTEE-WARRANTY**

The Buyer benefits from a Guarantee from defects in manufacturing (article 1641 du French civil code.)

The Seller warrants hardware Products to be free from defects in material and workmanship and perform to applicable published specifications for two years from the date of shipment to Buyer. The Seller will, at its option, repair or replace equipment that proves to be defective during the warranty period. This warranty includes parts and labour.

The warranty provided does not cover equipment subjected to abuse, misuse, accident, alteration, neglect, or unauthorized repair or installation. Seller shall have the right of final determination as to the existence and cause of defect. As for items repaired or replaced under warranty, the warranty shall continue in effect for the remainder of the original warranty period,

or for ninety days following date of shipment by Seller of the repaired or replaced part, whichever period is longer.

## **ART.9-RETURNS ALL**

Products being returned under guarantee must be accompanied by a Return Material Authorization (RMA) number which must be clearly marked on the outside of the package. Buyer can obtain an RMA by using the contact form at the Website or by email. All Products are returned at the Buyers expense and risk. When Buyer has borrowed a product for a 30 day evaluation period, the product may be returned anytime during this period.

## **ART.10-LIMITATION OF RESPONSABILITY**

The Product(s) that Enciris Technologies sells are not to be used in situations where there use, misuse, or failure could possibly put life or property at risk of injury, this includes but is not limited to life support equipment, without prior written authorization from the President of Enciris Technologies. Under no circumstances shall the Seller be responsible for any direct, indirect, incidental or consequential damage to property or life that result from, or arise out of the use of, misuse, or failure of Sellers Products or Services.

## **ART.11-INTELLECTUAL PROPERTY**

The content of the supplied hardware, firmware, software, documentation, website, company logo's, pictures, etc., are the property of the Seller. The ownership of these content(s) are protected by intellectual property rights laws. The Seller does not authorize the reproduction, representation, modification, adaptation, translation, extraction, and/or re-utilisation of Sellers Products or Intellectual Property except for what is needed for normal use.

## **ART.12-FORCE MAJEUR**

Enciris is released from its obligations for any event beyond its control which prevents or delays the delivery of the products, in the event of force majeure: strike, fire, epidemic, flood, interruption or delay in transport, etc. ...

## **ART.13-AGREEMENT ON PROOF**

It is specifically required that Parties communicate with each other via electronic means (email, etc.) in order to meet the requirements of the Terms and Conditions. Both Parties agree that emails exchanged between are sufficient to prove the content of their exchanges legitimately and, if need be, of their commitments, notably as it pertains to transmission and approval of Order(s) and Invoices.

## **ART.14-PARTIAL INVALIDITY**



If one or more of the stipulations of the Terms and Conditions are considered invalid, this invalidity in no way affects the other stipulations unless inseparable from the invalid or void stipulation.

## **ART.15-APPLICABLE LAW**

These Terms and Conditions are governed by the laws of France.

## **ART.16-DISPUTE RESOLUTION**

PARTIES AGREE THAT IN CASE OF LITIGATION THAT COULD ARISE CONCERNING EXECUTION OR INTERPRETATION OF TERMS AND CONDITIONS THAT THEY WILL MAKE EVERY EFFORT TO FIND AN ACCEPTABLE COMPROMISE.

IN CASE OF FAILURE TO FIND AN AMICABLE RESOLUTION, ANY LEGAL PROCEEDINGS WILL BROUGHT TO THE “TRIBUNAL DE COMMERCE D’ALBI”, FRANCE, THE TRIBUNAL OF COMMERCE IN WHOSE JURISDICTION ENCIRIS TECHNOLOGIES IS LOCATED.