

## **1 - ORDERS**

All orders automatically imply the customer's acceptance of these terms and conditions of sale. They shall prevail over any clauses to the contrary which may be inserted in letters, acknowledgements of receipt or other documents issued by the customer, unless they have been expressly accepted by our company in writing.

Orders sent to us are always subject to our acceptance. This can only result from the issue of an order acknowledgement or from the direct execution of the order. The information given in catalogs, prospectuses, advertisements, price lists and other commercial documents or on our website is given for information purposes only and is not binding on us. Thus, the delivery times indicated on order acknowledgements or by e-mail cannot be invoked against us in the event of non-compliance.

## **2 - PRICE**

The price applicable to a product is that of our price list in force on the date the order is entered, or, failing that, that of the offer we issue in consultation with the purchaser.

All our products are sold in their original packaging, in stock, unless the supplier is out of stock beyond our control. Prices are subject to change at any time without notice, depending on our own financial and commercial objectives and exchange rates. In the event of delivery of the product to the customer, a flat-rate contribution to transport and packaging costs may be invoiced, in accordance with our current scale.

## **3 - PAYMENT DELAY**

All our invoices are payable cash on collection or delivery, unless otherwise agreed.

However, depending on the specific nature of the order, the customer may be asked to pay in advance or make a deposit. Only the actual cashing of cheques and bills of exchange constitutes full payment to us. Any invoice for which no request for a duplicate has been sent to us within ten days of delivery or collection is deemed to have been received by the customer.

No dispute over the quantity or quality of the products sold, or over the wording or amount shown on the invoice, can authorize non-payment of an invoice when due.

Any complaint concerning the amount of an invoice will only be taken into account if it is sent to us in writing within fifteen days of the invoice date. If our management acknowledges that the complaint is well-founded, only a credit note will be issued to the customer. This credit note may be offset against the invoice if it is issued before the invoice is due.

Payment terms can be freely set by the parties. However, they are governed by French Law No. 2008-776 of August 4, 2008 on the modernization of the economy (LME), supplemented by Law No. 2014-344 of March 17, 2014 on consumer affairs :

the period agreed between companies for payment of sums due may not exceed 45 days end of month or 60 days from the date of issue of the invoice.

In the event of partial or total non-payment of an invoice, interest on arrears will be charged at the legal rate from the due date until actual payment has been made. In addition, non-payment of an invoice on the due date authorizes us to suspend delivery of all outstanding orders to the customer, and renders all our claims against the customer immediately due and payable, without any prior formality.

No discount will be granted for early payment.

In accordance with French law no. 2012-387 simplifying the law of March 22, 2012, an indemnity is added to the late payment penalties billed to the debtor. Its amount was set at a flat rate of 40€ by Decree no. 2012-1115 of October 2, 2012. This indemnity is payable ipso jure, i.e. without the need for a reminder.

France Détection Services invoices are issued in dematerialized form for tax purposes in accordance with article 289 VII-2° of the French General Tax Code. Acceptance of the General Sales Conditions implies acceptance of dematerialization by the customer.

## **4 - DELIVERY**

**Goods travel at the recipient's risk, whatever the conditions of sale, the mode of transport and the terms of shipment. On receipt, the recipient must check the number and condition of the packages. In accordance with article 105 of the French Commercial Code, the consignee must make any necessary reservations with the carrier at the time of acceptance of the goods, in order to preserve all possibilities of subsequent recourse, for which the consignee shall be personally responsible.**

Delivery times are given as an indication only and without guarantee; failure to meet them shall not give rise to penalties for delay, cancellation of order or deferred payment. Any additional costs incurred as a result of an uncontrollable delay in delivery shall be borne by the customer.

Force majeure, war, strikes, lock-outs, roadblocks, epidemics, shortage of materials, fires, floods, tooling accidents and all other fortuitous causes leading to a disruption in the supply of products from our suppliers, release us from our obligation to supply the products concerned within the time limits initially set. If the event lasts for more than 30 days from the date of its occurrence, the sales contract we have concluded with the customer may be terminated, without either party being entitled to claim damages.

Product loading operations are carried out by the person operating the vehicle. In all cases, the customer is responsible for unloading the products at the place of delivery, regardless of the involvement of the driver chartered by us.

The risk for the products sold is transferred to the customer when they are loaded in our warehouses, regardless of any special agreements made with the customer concerning transport.

Custody of the products sold is also transferred to the carrier, whether chartered by us or by the customer, upon arrival of the products at the customer's warehouse or worksite, before unloading.

Any disputes or claims must, under penalty of inadmissibility, be made to the following address: **France Détection Services - ZA LA CIGALIERE 2 - 84250 LE THOR**, by registered letter within 3 days of receipt of goods. In the event of non-conforming or defective deliveries, the company's liability shall be limited to the replacement of all or part of the said deliveries, without any compensation being awarded for any reason whatsoever.

## 5- RETENTION OF TITLE CLAUSE

In application of the law of May 12, 1980, transfer of ownership of the goods sold is subject to payment of the price by the customer on the due date. The customer undertakes not to pledge unpaid goods and to notify France Détection Services immediately by registered letter, with acknowledgement of receipt, in the event of seizure by a third party of goods likely to be the subject and application of the retention of title clause.

In the event of non-payment on the due date, in full or in part, the customer grants us free access to his premises to enable us to draw up or have drawn up an inventory of our products in his possession, and then, if no collective proceedings have been opened against him, to take back or have taken back the unpaid products by any means, without prior formality.

All sums already paid by the customer will be retained by France Détection Services as damages. The customer will clearly identify these products as the property of the seller and will take out the necessary insurance to cover any damage.

## 6 - GUARANTEE

The warranty entitles the customer to free labor and return shipping costs, as well as the replacement of defective parts free of charge, **with shipping of the unit always at the customer's expense**. The warranty does not entitle the customer to compensation in cash or in kind for any consequential loss resulting from the immobilization of the device in the event of repair.

If your equipment cannot be repaired under warranty, we will provide you with a free estimate prior to any repair. Either you validate the estimate and we repair your product, return shipping costs at your expense; or the estimate is refused and we return the equipment to you, return shipping costs at your expense. All repairs are covered by a 3-month warranty.

Scope: the warranty covers all assembly and material defects attributable to the manufacturer. Consequently, the warranty does not apply if the damage or claims are the result of :

- improper use of the device
- careless transport
- batteries leaking into the unit
- external factors (fire, lightning, flooding, excessive humidity)
- equipment wear and tear
- work on the electronics.

Applications: the benefit of the guarantee is acquired under the following conditions:

- repairs must be carried out on our premises
- the device number and warranty label must not be removed or altered
- any warranty seals must not be broken or removed.

## **7 - RETURN OF PRODUCTS**

No product may be returned by the customer without the prior written agreement of France Détection Services. This agreement can only be given on an exceptional basis, within a maximum period of 1 month from delivery of the products, on condition that the products are part of our stock plan and that they are in new condition, in their original packaging. All special parts made to order, marked, personalized or modified will not be taken back. Products must be returned to France Détection Services.

## **8 - CONTRACT REVISION**

If France Détection Services has serious reasons to fear payment difficulties on the part of the customer on the date of the order, or subsequent thereto, or if the customer does not present the same guarantees as at the time of acceptance of the order, we may make acceptance of the order or its continued execution subject to cash payment, to a reduction in the payment period granted, if applicable, or to the provision of guarantees of payment of our invoices.

## **9 - RESOLUTORY CLAUSE**

In the event of total or partial non-payment, the sale will be cancelled ipso jure and without formal notice. The customer undertakes to return the object of the sale on first demand, any deposits received by France Détection Services being retained by way of damages. France Détection Services reserves the right to terminate current contracts without further formality.

## **10 - INFORMATIQUE ET LIBERTE - Personal data protection**

In accordance with Law No. 78-17 of January 6, 1978 relating to information technology, files and freedoms, and the General Data Protection Regulation of May 25, 2018, the customer is informed that personal information that may be collected, as part of automated or non-automated processing, is intended exclusively for administrative and commercial management purposes.

By accepting these GTC, you consent to the processing of the data necessary for the performance of our services. Data is kept for 10 years in accordance with legal accounting retention periods.

In application of the regulations on personal data, customers have the following rights, which they may exercise by making their request to the following address: [contact@fdspro.com](mailto:contact@fdspro.com) :

Right of access: customers may exercise their right of access to their personal data. In this case, before implementing this right, we may request proof of the customer's identity in order to verify its accuracy.

The right of rectification: if the personal data held by the company is inaccurate, they can request that the information be updated.

The right to erasure: customers can request the erasure of all or part of their personal data.

The right to restrict processing: customers may request to restrict the processing of personal data in accordance with the assumptions set out in the RGPD.

The right to object: customers may object to the processing of their personal data for commercial prospecting purposes.

We implement organizational, technical, software and physical security measures to protect personal data against alteration, destruction and unauthorized access.

When visiting our website <https://www.fdspro.com/>, statistical and experience optimization cookies may be activated: a consent window allows the customer to accept, refuse or select certain cookies.

In the event of a breach of these commitments, the customer may lodge a complaint with the CNIL <https://www.cnil.fr/fr/plaintes>.

## **11 - COMPETENCE CLAUSE**

In the event of dispute for any reason whatsoever, the only jurisdiction recognized and accepted by both parties is that of the Tribunal de Commerce (Commercial Court) of the location of the registered office of France Détection Services (Avignon). Only French law is applicable.

## **12 - WITHDRAWAL PERIOD**

In accordance with article L.121-20 of the French Consumer Code, customers have 14 calendar days to exercise their right of withdrawal without having to justify their decision or pay any penalties, with the exception of return shipping costs.

The 14-day period runs from receipt for goods or acceptance of the offer for services. The sums paid by the customer will be reimbursed without delay and at the latest within 14 days of the date on which this right was exercised.

### 13 - LEGAL GUARANTEE

Under Article 1 of the Hamon Act of March 17, 2014, which came into force on March 1, 2015, France Détection Services is liable for defects in conformity of the goods with the contract (in particular defects in conformity resulting from the packaging, assembly instructions, or installation, when the latter was made its responsibility by the contract or was carried out under its responsibility), as well as for hidden defects in the thing sold, under the conditions provided for in Articles 1641 et seq. of the aforementioned Civil Code. Concerning the legal warranty of conformity, the customer :

- has a period of 2 years from delivery of the goods to take action;
- may choose between repair or replacement of the good (subject however to the cost conditions mentioned in article L211-9 of the French Consumer Code, according to which France Détection Services may not proceed according to the customer's choice if this choice entails a cost that is manifestly disproportionate to the other method);
- is exempted from proving the existence of the lack of conformity of the good during the 6 months following the delivery of the good;
- that the legal warranty of conformity applies independently of any commercial warranty that may have been granted;
- that the customer may decide to invoke the warranty against hidden defects of the item sold, as defined in article 1641 of the French Civil Code. In this case, the customer will have the choice between rescinding the sale or reducing the purchase price, in accordance with article L644 of the French Civil Code.

### 14 - LIMIT OF LIABILITY

Unless otherwise stipulated, FDS shall in no event be liable to the customer for any indirect or consequential damages arising out of or in connection with the purchase or use of any of the products, software or services supplied, nor for their termination, expiration, non-renewal, performance or non-performance, loss of expected profits or other economic loss, loss of use, loss of customers, loss of image, arising out of the use of products or their documentation. This limitation of liability shall apply even if France Détection Services has been advised of the possibility of such damages.

### 15 - ECONOMIC SANCTIONS LAWS

15.1. For the purposes of this clause, the terms: "Economic Sanction(s)" means any economic sanctions, restrictive measures or trade embargoes adopted by the United Nations Security Council, the European Union, the United States of America or any other sovereign state. "Economic Sanctions Law" means any law, regulation or decision promulgating or enacting economic sanctions.

15.2. The customer undertakes and guarantees that, for the duration of its contractual relationship with the Company :

- It is not and will not be the target of any Economic Sanction.
- To the best of its knowledge, it is not and will not be beneficially owned or controlled by any person subject to Economic Sanctions.
- It complies and will comply with all Economic Sanctions Laws. Without limiting the scope and generality of the foregoing, Customer shall not (i) directly or indirectly export, re-export, transship or otherwise deliver the Services or any other services in violation of any Economic Sanctions Law, or (ii) broker, finance or otherwise facilitate any transaction in violation of any Economic Sanctions Law.
- And it is not involved in any proceedings or under investigation by the authorities for alleged violation of an Economic Sanctions Act.

15.3. The customer indemnifies the Company, all companies affiliated with the Company (sister companies, holding companies, relatives), its employees, agents and representatives against all losses, liabilities, damages, fines, costs (including, but not limited to, legal fees) and expenses incurred by, or borne by, the Company as a result of the customer's breach of its undertakings in paragraph 15.2 above.

15.4. Should the Company become aware of any breach by the customer of the provisions of the present article 15, the Company may, without prejudice to its right to claim damages from the customer: - Suspend performance of all or part of any current Sales Order until such time as the customer is able to resume performance of the Sales Order(s) in question; and/or - Initiate discussions with the customer aimed at possibly modifying the current Sales Order(s) in such a way as to allow performance in accordance with the Economic Sanctions Act; and/or - Suspend performance of all or part of any current Sales Order(s) until such time as the customer is able to resume performance of the Sales Order(s) in question.

- Notify the customer of the immediate termination of all or part of the Order. No compensation shall be due to the customer as a result of the implementation of any of the sanctions provided for in this paragraph 15.4.