

GENERAL TERMS AND CONDITIONS OF SALE

By ordering or purchasing Products, as defined below, from the company SECURLITE SAS, recorded in the Commercial Register of Le Mans under number 338 245 624, having its registered office at 16 rue Pierre Gilles de Gennes - Zone Industrielle des Ajeux, 72400 La Ferté-Bernard, France (hereinafter «SECURLITE»), Purchasers shall be deemed to acknowledge their unconditional, full and entire acceptance of the following general terms and conditions of sale (hereinafter «GTC»). The GTC shall apply to any purchase of Products made by any natural or legal person under private or public law acting in a professional capacity. SECURLITE reserves the right to amend the GTC without notice.

1. – DEFINITIONS

In the GTC, the following terms and expressions, both in the singular and in the plural, shall have the following meaning: «Purchaser» means any customer of SECURLITE to whom Products are offered for sale, sold or invoiced pursuant to the GTC.

«Intellectual Property Right» means any right relating to patents, trademarks, designs and models, copyrights, trade names, know-how or more generally any other intellectual property right belonging to or licensed by SECURLITE, whether registered or not, on the Products.

«Product» means any product, regardless of its nature, and all documents associated therewith that are submitted, provided or sold to the Purchaser by SECURLITE.

2. – PRODUCTS

The prices, descriptions and all other information related to the Products stated in the catalogues, prospectuses and price lists are provided for information purposes only. SECURLITE reserves the right to amend the prices at any time and to alter the design, shape, dimensions or materials of its products as illustrated and described in its catalogues, prospectuses and price lists for illustrative purposes.

3. – ORDER

SECURLITE's offers and estimates are valid for one (1) month from the date of issue, it being specified that supplies of Products are limited to the materials designated in the estimates. Any order in connection with the offers and estimates must therefore imperatively be sent by the Purchaser to SECURLITE within this one (1)-month period. Offers and estimates may be revised by SECURLITE according to the price adjustment formulas published by the French Lighting Union.

If an additional Product order is placed, SECURLITE shall prepare a specific estimate. Under no circumstances shall the terms and conditions of an additional order prejudice those of the main order. The presentation material must imperatively be returned by the Purchaser within one (1) month of being received by the latter. Otherwise, the Purchaser shall be invoiced for the material immediately, subject to the terms and conditions of the offer or estimate.

An order shall be considered as final only once SECURLITE has confirmed the Purchaser's order in writing, even where a prior estimate or order was issued or placed. If the Products ordered are out of stock, SECURLITE, which may not be held liable in this regard, will inform the Purchaser accordingly. If the Purchaser does not object to SECURLITE's written confirmation within forty-eight (48) hours of the latter being sent, the terms and conditions set forth in such confirmation shall be deemed to be accepted and can no longer be amended by the Purchaser.

4. – DELIVERY TIMES

Delivery times are provided as an indication only and are not binding upon SECURLITE.

Delays in delivery shall not create any liability for SECURLITE and shall not authorise the Purchaser to cancel the order, refuse receipt of the Products or claim damages, interest payments or penalties of any nature whatsoever.

In any event, SECURLITE will not be able to comply with its announced delivery times in the following cases:

- if the Purchaser has not complied with the terms of payment, or;
- in case of force majeure. Force majeure shall be deemed to exist in case of any event outside SECURLITE's control that impedes its normal functioning at the stage of the manufacture or dispatch of the Products;
- in case of an event such as a lock-out, partial or total strikes hindering the smooth functioning of SECURLITE or one of its suppliers, sub-contractors or shipping agents, disruption of transport, of energy supplies, raw materials or spare parts, epidemic, war, requisition, fire, bad weather, natural disasters, equipment accidents, delays in transportation or any other cases generating a total or partial work stoppage; or
- where the information to be provided by the Purchaser does not reach SECURLITE in due time, particularly in case of changes or new specifications regarding the Products.

5. – TRANSPORT – DELIVERY

Unless expressly otherwise agreed between SECURLITE and the Purchaser, the Products shall travel at the risk and peril of the Purchaser, who shall be responsible for checking deliveries upon receipt, for stating any reservations it may have and for asserting complaints, if any, vis-à-vis the shipping agent, even if the Products were sent free of charge. Our prices are FCA factory 72400 La Ferté Bernard (France) Incoterm® ICC 2020

Deliveries, carriage paid and packaging included, shall always be subject to unloading by the recipient of the Products; the driver may not operate alone. Any additional transportation costs caused by the Purchaser (in case of a mistake in the delivery address or if the recipient is absent) shall be automatically be passed on to it.

a) Claims: Notwithstanding the legal obligations, in order to be taken into account, any claim concerning the nature, type, characteristics, delivery slip or visible quality of the Products must be notified to SECURLITE by registered letter with return of receipt no later than eight (8) calendar days after receipt of the delivery.

b) Packaging: Non-returnable packaging shall always be owned by the Purchaser and shall not be taken back by SECURLITE. If no special information on this subject is provided, packaging shall be prepared by SECURLITE, which shall act in the best interests of the Purchaser.

c) Returns: Any return of a delivered Product shall be subject to the prior written consent of SECURLITE. Once SECURLITE has agreed to the return, the Product must be returned within eight (8) calendar days, in the condition in which it was delivered regarding both the Product and its packaging. In case of a return, the Purchaser shall be invoiced for a warehousing fee fixed at twenty per cent (20 %) of the value of the returned Product. In case of deterioration of the returned Product, the Purchaser shall also be invoiced for refurbishing costs. Any request for the return of Products manufactured especially or at the Purchaser's request (eg steel ranges) shall be refused.

6. – TERMS OF PAYMENT AND TIME LIMITS FOR PAYMENT

Provided there are no later amendments in the estimate or invoice, the opening of an account shall determine the terms of payment. Delivery is the event giving rise to invoicing. Each invoice shall mention the date on which payment must be made as well as the penalties that shall be due as from the day after the payment date stated on the invoice. Payment must imperatively be made within thirty (30) calendar days of the date of issue of the invoice, failing which the Purchaser shall be held liable. In the event that SECURLITE expressly agrees with the Purchaser that payment is due within forty-five (45) days of the end of the month, payment shall be made at the latest on the last day of the month during which a forty-five (45) day period starting from the issue of the invoice expires. Non-payment of a sum due shall automatically entail the cancellation of the terms agreed and, consequently, the immediate payability of all sums due, even future maturities. In case of non-compliance with a deadline corresponding to the agreed time limits for payment, late payment penalties at a rate of four (4) times the legal interest rate shall be payable on the sums due, starting from the day after the payment date agreed in the invoice.

SECURLITE reserves the right to apply, as a penalty clause, an extra charge of fifteen per cent (15 %) of the amount of the debts due and to make any further shipment conditional upon prior payment.

In case of late payment, SECURLITE shall, in addition, be automatically entitled to a fixed allowance for collection costs in an amount of forty euro (EUR 40), without any prior formalities or notification. Additional compensation may be claimed by SECURLITE if the costs of collection actually incurred exceed this amount, upon presentation of proof. When a Purchaser places an order for the first time, payment shall be made immediately upon receipt of the invoice. If an order is contested or performed only partially, payment shall remain due for the part of the order that is not contested or partially performed. Payment shall be deemed to have been made on the date on which the Purchaser places the funds at the disposal of SECURLITE or any party having taken over the latter's rights and obligations. The services associated with the Products shall be payable immediately, net and without any discount.

7. – RETENTION OF TITLE

SECURLITE shall retain the title to the sold and/or delivered Products until actual payment of their full price including the principal amount and all incidentals. Failure to make any payments that are due may lead to the Products being reclaimed.

However, the transfer of risks shall be borne by the Purchaser starting from delivery of the Products.

8. – INTELLECTUAL PROPERTY

At no point in time shall the Intellectual Property Rights on the Products be transferred to the Purchaser. The Purchaser shall benefit only from a non-exclusive right to use the Products.

The Purchaser may not reproduce or manufacture the Products and/or disclose or reproduce drafts, studies or documents of any kind coming from SECURLITE, whether linked to the Products or not, without the prior written authorisation of SECURLITE. Upon first request of SECURLITE, the Purchaser must return to the latter, without delay, the drafts, studies and documents belonging to it.

9. – DISPOSAL OF WASTE GENERATED BY ELECTRIC AND ELECTRONIC EQUIPMENT (EEE)

In accordance with article 18 of Decree n°2005-829 of 20 July 2005 regarding the composition of electric and electronic equipment and the disposal of waste generated by such equipment (the «Decree»), the funding and organisation of the removal and treatment of EEE waste, which is the object of these GTC, are transferred to the Purchaser, who accepts them.

The transfer of fluorescent lamps and discharge lamps sold individually or included in the devices shall be accompanied by an environmental contribution in an amount determined by law.

The Purchaser shall ensure that the EEE waste, which is the subject of these GTC, is collected, selectively treated, recovered and destroyed in accordance with articles 21 and 22 of the Decree.

Non-compliance by the Purchaser with the obligations thus placed on it may lead to the imposition against it of the criminal penalties provided for in the Decree.

10. – WARRANTIES

a) Warranty: The Products are covered by warranty for a period of one year upon condition that they were stored, installed and serviced according to the rules of best professional practice, applicable standards and the specifications set forth in SECURLITE's catalogues and notices. The warranty period shall begin to run as from the date of delivery.

No warranty shall be granted for incidents arising from unforeseeable circumstances or events of force majeure, or for replacements or repairs resulting from normal wear and tear to the material, deteriorations or accidents resulting from malicious or negligent acts, faulty installation, surveillance or maintenance, or use that is abnormal or does not comply with SECURLITE's instructions.

Any lamps that are furnished separately or in the light fittings are provided free of charge and are not covered by warranty.

SECURLITE offers a specific three (3), five (5) or eight (8) year warranty for LED lighting, the conditions of which are determined in a document separate from the GTC entitled «Specific Warranty for LED Lighting».

b) Extension of warranty: An optional extension of warranty may be put in place for certain Products; this is added to the General Terms and Conditions and must be the subject of a written agreement between SECURLITE and the Purchaser.

Prior to any acceptance by SECURLITE, the Purchaser must provide a technical definition of the guaranteed risks and the specific conditions under which the Products to be guaranteed shall be implemented, function, be serviced and maintained in good condition.

c) Obligations of the Purchaser: In order to avail itself of these provisions, the Purchaser must:

- inform SECURLITE, without delay and in writing, of the defects that it ascribes to the Product and provide any documents that prove the reality thereof;
- enable SECURLITE to confirm these defects and remedy them;
- in addition, refrain, except with the prior written consent of SECURLITE, from carrying out the repair itself or having it repaired by a third party.

d) Assertion of claims under the warranty: In all cases where claims under it are asserted, the warranty shall be limited to the provision of a replacement product and shall exclude all other costs, charges or indemnities. Products or parts replaced free of charge shall be taken back by SECURLITE and shall return to the latter's exclusive ownership.

11. – LIABILITY

a) Liability for direct material damage:

SECURLITE shall be required to repair any direct material damage caused to the Purchaser that results from faults attributable to SECURLITE in the performance of the sale of the Products.

As such, SECURLITE shall not be required to repair either any harmful consequences of faults of the Purchaser or third parties regarding the performance of the sale of the Products, or any damage resulting from SECURLITE's use of technical documents, data or any other means provided or whose use is imposed by the Purchaser, containing errors not detected by SECURLITE.

SECURLITE's liability shall be strictly limited to the provision of Products that comply with the types and quantities specified by the Purchaser in its order and by SECURLITE in its offers and estimates.

The Purchaser shall be solely responsible for choosing, using and installing the Products in a manner that ensures compliance with the applicable lighting standards.

b) Liability for indirect and consequential damage and/or financial losses:

Under no circumstances shall SECURLITE be required to provide compensation for financial losses and/or indirect or consequential damage, such as in particular operating losses, lost profits or commercial prejudice.

SECURLITE's liability shall be strictly limited to the obligations expressly provided for in the account opening, except where a subsequent amendment was made in the estimate, invoice or another contractual document entered into between SECURLITE and the Purchaser. All penalties and indemnities provided for therein shall constitute lump-sum damages in full discharge that exclude any other penalty or compensation.

c) General provisions:

Except in case of gross negligence of SECURLITE and compensation for personal injury, SECURLITE's liability shall be limited, for all causes, to an amount which – unless otherwise provided for in the account opening or subsequently amended in the estimate, invoice or another contractual document entered into between SECURLITE and the Purchaser – does not exceed the sums collected by SECURLITE on the date of the claim concerning the provision of the Product that caused the damage in question.

The Purchaser warrants that its insurers or any third parties in a contractual relationship with it shall not bring any claims against SECURLITE or its insurers over and above the limits, or for the exclusions, provided for above.

12. – SPECIAL AGREEMENTS

a) Special orders and orders by request:

An agreement on the plan and a deposit of thirty per cent (30 %) of the invoice amount shall be due upon placement of the order so that manufacturing of a special order of Products can begin.

The balance must be paid immediately when the Products are collected or on the agreed due dates.

b) Repairs:

Unless expressly otherwise agreed, repair operations shall not give rise to any warranties other than for the proper performance of said operations.

13. – APPLICABLE LAW – DISPUTES

The GTC shall be governed by French law. If no amicable agreement can be reached, it is expressly agreed that any legal dispute relating to the GTC shall be subject to the exclusive jurisdiction of the Paris Court of First Instance (Tribunal de Grande Instance de Paris), even in a case concerning a warranty or where there are several defendants.

14. – PREVALENCE

The GTC shall be the only applicable general terms and conditions and shall replace all other conditions of the Purchaser, particularly all conditions of purchase, unless SECURLITE has expressly agreed to an exemption previously and in writing. In the event of a conflict between the provisions of the GTC and an agreement or any other document entered into between SECURLITE and the Purchaser, the provisions of the latter shall prevail.

In the event that SECURLITE does not, at any given moment, avail itself of one of the provisions of the GTC, this may not be construed as a waiver of the right to avail itself of any of the provisions of the GTC at a later date.