



## **CRE Technology Sales terms and conditions**

The following terms and conditions are applicable in their entirety for any contract signed between CRE Technology and the Buyer, in France or abroad, whichever is the place of delivery. All other conditions commit the company CRE Technology only after receiving a written confirmation.

The information hereafter can be modified by the company CRE Technology without notice.

Processing with an order constitutes the general acceptance of these Sales conditions in their entirety. They prevail over the customer's general terms and conditions of purchase.

### **CLAUSE N° 1 : OBJECT**

The terms and conditions set forth herein constitute the entire agreement between:

- CRE Technology, whose head office is located at 130, Allée Charles Victor Naudin, Zone des Templiers, 06410 Biot, France, website: [www.cretechnology.com](http://www.cretechnology.com), (RCS Antibes 488 625 583, VAT Nr FR54 488 625 583)
- and the Buyer.

### **CLAUSE N° 2 : PURCHASE ORDER**

Minimum invoicing is 500 euros excluding VAT.

The Buyer can either place/confirm an order by fax, email or mail. If CRE Technology can satisfy/meet the Buyer's requirements in terms of products, delivery time, prices and payment conditions, the purchase order is considered as effective and CRE Technology can issue a confirmation summarizing the order. If CRE Technology cannot satisfy/meet all the Buyer's requirements, an order confirmation with the amended details will be sent to the Buyer for acceptance. Upon receipt of the Buyer's acceptance, the purchase order is declared as valid from the date of receipt.

The Buyer's order establishes the acceptance of the prices, payment conditions, and description of the products available for sale.

Once the order is effective, the modification or cancellation of the order from the Buyer, within 72 hours, will be accepted only after receiving a written agreement from CRE Technology. A cancellation of order from the Buyer after 72 hours will result in a penalty equal to 20% of the order's total amount.

No order cancellation can be accepted when engineering activities already started.

The delivery time stated on the order is given as a turnaround time indication and is not guaranteed by CRE Technology.

Consequently, any reasonable delay in the delivery of the products cannot lead to:

- An allowance of damages;
- A cancellation of order.

### **CLAUSE N° 3 : PRICES**

Quotes have a validity period of 3 months, or according to mentioned lead time, if different.

Prices are in euros, excluding VAT. Prices of sold Goods are those in effect on the day the order is placed. International delivery may constitute an extra fee for custom clearance, local taxes, import duty or state taxes and are payable by the Buyer.

All applicable taxes added are not under CRE responsibility. They are payable by the Buyer and are at its sole responsibility in both terms of declarations and payment to the taxing authorities.

Note: The prices of the Price list should be revised without notice if the USD/EURO variation exceeds 3% from the date when the price list has been edited (see date on the first page).



#### **CLAUSE N° 4 : DISCOUNT FOR ADVANCED PAYMENT**

Unless exceptional agreement from CRE Technology, advanced payment will not give access to any discount rate.

#### **CLAUSE N° 5 : TERMS OF PAYMENT**

Unless exceptional agreement from CRE Technology, payments are in euros.

Payment of the order should be done to the address mentioned on the contract.

Unless otherwise mentioned by CRE Technology, standard Terms of payment are Prepayment by bank transfer or 30 days end of month by swift, only after agreement from our financial services.

Terms of payment are specified on the initial price offer (Quotation or Proforma), or on the purchase order acknowledgment.

In the event of a deposit payment, followed by a cancellation of the order from the Buyer, CRE Technology will retain payment as penalty clause.

#### **CLAUSE N° 6 : LATE PAYMENT**

Pursuant to the French Commercial Code – Art. L.441-6, penalties for late payment are due on the day after the settlement date mentioned on the invoice. In the case amounts due are paid after the date mentioned, the amount of the lump sum is 40 euros, plus penalties based on 3 times the legal interest rate.

The interest rate is the current legal interest rate applicable at the date of Goods' delivery.

This penalty is calculated on the amount net of tax of the sum remaining, and runs as from the expiration date of the price without any prior notice being required.

#### **CLAUSE N° 7 : AVOIDANCE CLAUSE**

If any amount is still in overdue 15 days after the late payment clause, the order will be solved of full right, and will open a right to damage allowance to the profit of CRE Technology.

#### **CLAUSE N° 8 : PROPERTY RESERVE CLAUSE**

Pursuant to with the French Law No. 80-335 of May, 12th, 1980, CRE Technology retains total ownership of the Goods until full payment, including taxes and accessories. In the same way of all our Sales conditions, ordering a product implies Buyer's unconditional acceptance of this property reserve clause. The customer agrees to notify us immediately and, under penalty of damages, of any seizure that would be performed by a third party. The customer also agrees to let us take back our Goods without prior notice, to allow us to enter the premises, and to bear all the removal's costs of our Goods.

#### **CLAUSE N° 9 : DELIVERY**

Delivery Terms used by CRE Technology is Ex-works (Incoterm 2010).

However, the Buyer may ask CRE Technology to arrange the shipment. The Goods are delivered to the address specified when placing the order. The delivery will be carried out by CRE Technology's carriers. The shipment will occur once the order is effective. CRE Technology ensures its customers against the risks related to the transport of their order, up to 10 000 euros per delivery.

CRE Technology highly recommends its customers to check their orders in presence of the delivery man. In the event of missing or deteriorated Goods during transport, the Buyer will have to mention it on the receipt of the delivery man. The Buyer will also have to warn the last carrier and CRE Technology by registered letter with an acknowledgement of receipt within 3 days following receipt of the order. Receiving a claim unprecise or after the legal deadline shall be considered void. Any return requires prior written agreement from CRE Technology. Unless otherwise indicated by CRE Technology, shipping costs are entirely at the expense of the sender.

If the customer chooses its own carrier, all risks are under the customer responsibility and CRE Technology declines any responsibility in the process.



#### **CLAUSE N°10 : WITHDRAWAL RIGHTS**

The right of withdrawal cannot be applied without written agreement of CRE Technology.

#### **CLAUSE N°11 : WARRANTY**

CRE Technology products warranty is 12 months. This warranty is applicable starting from the date of the first use of the product. This date must occur within a 12 months' timeframe following the initial delivery date from CRE Technology providing hereby a maximum warranty period of 24 months.

The warranty should be extended to maximum 36 months for the battery chargers BPxxxx product range if the product's first use date is set within a limit of 24 months from the CRE Technology initial delivery date.

This warranty is limited to a factory repairing or replacement by an identical unit (according to CRE Technology's choice), and only to units which have not been damaged from a bad use or handling. The warranty is void if the product or any portion of the product has been modified, disassembled, opened or re-assembled.

#### **CLAUSE N° 12 : FORCE MAJEURE**

CRE Technology is not liable for any delay in production or delivery of Goods if due to a force majeure event, which includes, among other things, inability or refusal by third party suppliers to provide CRE Technology with raw materials, components, parts, services, manuals, or other useful information for CRE Technology's performance. If the force majeure event lasts for more than 90 days, either party may terminate the Buyer's purchase order and the Buyer will pay CRE Technology for the work performed prior to termination and all reasonable expenses incurred by CRE Technology as a result of such termination. In the event of delays in delivery or performance caused by force majeure or the Buyer, the delivery date or performance shall be extended by the same delay period of time or as mutually agreed. If, for any reason other than the foregoing, CRE Technology should default or delay or not deliver Goods, the Buyer's sole remedy against CRE Technology is an option to cancel the Buyer's purchase order, through prior written notice to CRE Technology.

#### **CLAUSE N°13 : LIMIT OF LIABILITY**

CRE Technology could not be held responsible for any maladjustment of Goods to the customer's requirements, of any insufficiency of performance or any lack of compatibility of the units between them.

CRE Technology does not accept any other liability than the one based on units proved faulty because of its negligence. Beyond the replacement of the defective part under warranty or its repair (see clause n°11), CRE Technology is not responsible for any loss or damage. CRE Technology excludes any indirect loss and cannot be held liable for all indirect damages or costs, nor for all losses, and in particular loss of data or information. CRE Technology cannot be held liable for all damage or costs from the use or the impossibility of use of the units. Any financial or commercial loss, such as loss of benefit, sales turnover or any problems of productivity, replacement cost following the unavailability of the products, loss of data, loss of image constitute an indirect damage which consequently will not give a right to compensation.

#### **CLAUSE N° 14 : COURT**

Any dispute relating to the interpretation and the execution of these General Sales Terms and Conditions is subject to the French law. If no amicable agreement is reached, Antibes Commercial Court (Tribunal de Commerce d'Antibes) is the relevant court for any dispute.

*This document constitutes an English translation of the original French Sales terms and conditions. The French version takes legal value and prevails over the English one.*