

**Article 1 – General – Definition.**

These general conditions aim at defining the execution terms and conditions with which a product sale is concluded (the "Products") between the company SYSNEXT (hereafter called "SYSNEXT") and his clients ("the Client") and bind each other during the length of the contract. All orders imply the approval without reserve of these general conditions and no specific condition which is not provided here can be, unless written approval of SYSNEXT, opposed by the Client.

**Article 2 – Order.**

**Approval:** All orders from a Client taken by the representatives or employees of SYSNEXT are only opposable and definitive under the condition of a written and signed confirmation by the latter, which he is free to do or refuse, according to his supply and delivery constraints and abilities and to all circumstances harmful to the safe processing of the order. The approval consists exclusively in the sending from SYSNEXT to the Client of an order confirmation to the electronic or mail address indicated by the latter. The said order will thus be approved solely depending on the stock available. These provisions are for the exclusive interest of SYSNEXT who will hence be able to renounce it.

All references present in the order confirmation constitute the agreement of the parties if they have not been contested by the Client by registered letter with acknowledgement of receipt within eight (8) days. The Products are described and presented with the utmost accuracy, but SYSNEXT cannot be held responsible for possible mistakes in the specifications. The photographs, graphics and samples are only for information.

Any modification of a Product by a supplier, cannot entail SYSNEXT's responsibility, or even impact the sale's validity. Once the Client has validated his order, he is considered as having accepted the proposed prices, volumes and quantities with full knowledge of the facts and unreservedly.

**Cancellation:** Any order cancellation must be submitted to SYSNEXT's written authorisation beforehand. The cancellation of an order which is already in the production process will not be accepted regardless of the confirmed delivery date. All expenses incurred until the cancellation will be charged with a minimum inclusive amount corresponding to 10 % of the order amount, tax included.

**Article 3 – Price – Condition of payment – Penalty.**

The prices of the Products are systematically given to the Client before the sale and/or on the order confirmation addressed to the Client by SYSNEXT and/or available upon simple request from the Client at SYSNEXT's registered office or its representative. In the absence of the Client's signature on any contract with SYSNEXT precising the prices of the Products, the Client unreservedly acknowledges that the prices applicable are those in force on the day of the sale. Prices for an order only bind SYSNEXT for this order. All prices exclude tax, expedition, insurance and installation costs. Foreign exchange rates, customs fees, insurance, transport and purchase costs of the components and services can lead SYSNEXT to adjust prices at any moment. The property of the Products is transferred to the Client after complete payment of the price. Unless otherwise stated, in all SYSNEXT's documents, expressly accepted by the Client, the two (2) first invoices issued must be paid at receipt of the order.

Payment means the cashing in of cheques, bills of exchange, bank transfers and similar documents. In the case of a bank transfer, the Client must provide a transaction confirmation proving that his account has been debited and that the bank has transferred the amount. SYSNEXT can suspend deliveries or services until complete payment of the price.

The delay in payment at the settlement date will entail by right the repayability of the sum due as well as a penalty for payment delay, calculated on the basis of the total amount still due (tax included) multiplied by the rate corresponding to one and a half (1,5) times the value of the legal interest rate, any month in progress being due, without SYSNEXT needing to perform any prior formality or formal notice. Besides, with express agreement, after notification of a formal notice remained unsuccessful, any delay in payment will entail, after eight (8) days, repayability as a penal clause of an indemnity equal to 10% of the sums due (tax included), added to the amount of the main debt, delay penalties, possible condemnations and accessories pronounced by the court. If SYSNEXT decides to assign the debt collection to a third party, the Client will be accountable for the reimbursement of the expenses and fees incurred.

Likewise, if the sum payable by the Client is not paid at the settlement date, SYSNEXT may suspend by right any order or delivery of Products in progress, regardless of their nature and progress status. This suspension does not give the Client the right to any indemnity claim.

**Article 4 – Delivery.**

**Method:** Products can either be delivered directly to the Client, or made available by simple notice, or delivered by a carrier. SYSNEXT is authorised to deliver in totality or in batches. Regardless of the circumstances, no delivery can be processed if the Client has not fulfilled one of his obligations towards SYSNEXT regardless of the reason.

**Deadline:** The delivery deadline mentioned in any document sent by SYSNEXT is only an indication, it is not a commitment and it is set depending on the possibilities of supply and transport. A delay in the delivery cannot entail the cancellation of the order, a refusal of the Products and/or penalties or any damages of any kind. The direct or indirect consequences of a delivery delay or of the order's total or partial cancellation cannot entail a compensation for the client from SYSNEXT. Fortuitous cases or acts of God such as wars, natural catastrophes, stress of weather, fires, accidents, strikes, plant shutdowns, impossibility to be supplied, interruptions or delays in transport, lack of transport material, etc., which entail the impossibility to fulfill the contract in a temporary or definitive manner, discharge SYSNEXT of any responsibility. SYSNEXT reserves the right to extend the delivery period during acts of God or fortuitous cases or to consider the order as cancelled excluding all damages.

**Risk transfer:** The Client must check the parcels at their arrival and in case of a protest, particularly in the case of delay, loss, theft, damage or missing of the Products delivered, the Client or his representative must do all the necessary formalities vis-à-vis the carrier at the delivery and confirm them by registered letter within three (3) days after reception of the Products (in application of article L. 133-3 of the "Code de Commerce").

**Unloading:** The Products will be unloaded and sent to the address indicated by the Client at the time of the order. The Client expressly acknowledges that he has been informed that the carrier may charge him a detention indemnity if the unloading time is overdue, therefore SYSNEXT will not be responsible.

**Claims:** Under pain of inadmissibility, and without prejudice of claims vis-à-vis the carrier mentioned paragraph 3 hereabove, any claim issued by the Client (in particular on the quantity and/or quality) will be taken into account only if it is sent to SYSNEXT by registered letter within forty eight (48) hours following the delivery. Otherwise, each delivery will be considered as accepted without reserve and will restrain any future claim. No claim will discharge the Client of paying the Products.

**Returns:** Unless specific agreement, any Product return must be submitted to SYSNEXT's written approval. Without such agreement, any returned Product will not be accepted by SYSNEXT and will not generate any credit note. The Products will have to be returned at the Client's expense and risk, in the state in which SYSNEXT delivered them, in their original packing and along with a return slip and a copy of the delivery slip. SYSNEXT's approval of the Product return will not entail any obligation of his responsibility.

**Article 5 – Responsibility – Guarantee.**

Under condition of public order dispositions, SYSNEXT will not guarantee the Products against any material or manufacture damage insofar as the manufacture and/or assembly of the Products is not his responsibility. Likewise, SYSNEXT does not guarantee (a) obvious defects, (b) defects and damages further to normal wear and tear, (c) damage further to an external cause, (d) damage caused by the installation, use, disassembly, faulty maintenance, modifications or repairs..., (e) adequacy of the Products to any particular use, (f) external products, softwares and integrated material specified by the Client; their guarantee being directly covered by the manufacturer or editor, (g) damage caused by a modification of the Product neither expected nor specified by SYSNEXT or the manufacturer. SYSNEXT declines any responsibility concerning: (a) indirect or intangible prejudices such as turnover, salary, income loss and/or shortfall in earnings for the Client, which the latter expressly accepts, (b) damage repaired by SYSNEXT within a reasonable period, (c) damage that the Client could avoid or control with a reasonable action such as data backup or following SYSNEXT's advice, (d) all elements excluded from the guarantee or all acts of God. However, if SYSNEXT's responsibility was acknowledged, the only obligation the latter would have would be the obligation to repair or replace, wherever he chooses, the faulty Products without any indemnity, damage or interest. Any Product which benefits from the guarantee must be submitted to SYSNEXT's after-sale service beforehand. SYSNEXT's approval is essential for any repair or replacement. Bodily injury excluded, SYSNEXT's responsibility is, with express agreement and in all cases, limited to the lowest of the following amounts: ten thousand Euros (10,000.00 Euros) or the price of the Products sold.

**Article 6 – Client's obligations.**

The Client is responsible for his own choice of Products and the adequacy to their use, his telephone and mail expenses when he contacts SYSNEXT or his representative, integrated material, its performances and licenses, the execution of technical pre-requisites, data backup and confidentiality, regulatory declarations which rest on him.

Once the Client submits a design (product, photo, logo, drawing...) to SYSNEXT, he states on his honour that he is the sole and legal proprietary or owner of a license for all rights - including copyright - and for each right, brand, trademark for a service, registered trademark, logo, declaration, portrait, graphic, drawing, photograph, image or illustration of any person or intellectual property being part of or included in the design.

The Client also states that no part of the design (a) violates or infringes common right or the statutory rights of any person or entity, including but not limited to relative rights, copyright, brand, contract law, moral right or official act, (b) is subject to any known infringement, (c) or is subject to any restriction or any right, likely to restrain SYSNEXT from reproducing legally the proposed images or texts.

Besides, the Client accepts to defend, at his own cost, any complaint, trial, or lawsuit against SYSNEXT which would be related to or based on a complaint according to which all or part of the design infringes or is subject to an erroneous use of any right, brand or any right of a third party, under the condition that SYSNEXT notifies of the said complaint in writing.

**Article 7 – Confidentiality – Counterfeit and right of use.**

All documents concerning the Products delivered to the Client by SYSNEXT remain the exclusive property of the latter. They cannot be communicated to third parties regardless of the Client's motive.

According to the applicable regulation, the Client is forbidden, under pain of lawsuit, to reproduce the totality or part of the Products that he has acquired from SYSNEXT. Likewise, some Products such as softwares, CD-Roms, disks are sold with a personal installation right, which forbids the Client to copy, give or send to the public, which wouldn't comply with the rights provided for by law concerning property. Any Client buying a product submitted to such regulations from SYSNEXT, accepts by reading these general conditions to comply with the law and regulation in force concerning these Products.

**Article 8 – Resolutive clause.**

The non-respect by the Client of one of the present dispositions, and particularly the non-payment at the settlement date, will allow SYSNEXT to suspend the execution of his deliveries or to consider any order from the Client as cancelled by right forty four (24) hours after formal notice, without prejudice of any damage request.

**Article 9 – Reservation of title.**

The Products are sold by SYSNEXT to the Client with a clause which expressly transfers their property as soon as the effective payment of the totality of the price in principal and accessory has been received. Non-payment at the settlement date can entail claim of the Products. In this context, unless the price is paid in totality, the Client will have to insure, individualise and stock the Products delivered, without modifying them, mixing them with other Products of the same nature coming from other suppliers, pledging them or giving them away. If the Client sells the Products before property transfer, he becomes SYSNEXT's proxy and the fruit of this sale will belong to SYSNEXT.

However, it is agreed that the simple receipt of a title creating an obligation to pay, bill of exchange or other, does not constitute a payment in the meaning of the present clause, the debt owed to SYSNEXT by the Client remains with all related guarantees until the said commercial paper has been effectively paid. If the Products are taken back in application of the present clause, all sums already paid by the Client will be kept by SYSNEXT as damage. The dispositions hereabove do not constitute an obstacle to the transfer to the Client of risks of loss or degradation of the Products submitted to the property reserve as soon as the Products leave the plant.

**Article 10 – Miscellaneous.**

The fact that SYSNEXT renounces to avail himself of the violation of one of the present dispositions will not prevent their future application and will not be considered as an abandonment to avail himself of any other violation. The nullity which would affect one of the present dispositions, in part or in totality, will not impact the rest of the present dispositions which will remain in force without any change.

The Client authorises SYSNEXT to use his name and products developed for his account for the purposes of his commercial promotion (unless written and express disagreement from the Client).

No element of the present dispositions will be interpreted as appointing SYSNEXT as the Client's proxy.

What is more, SYSNEXT reserves the right to subcontract or dispose of the rights and obligations emanating from the contractual relation to a third party.

The contractual relation between SYSNEXT and the Client is subject to French law for its validity, interpretation and execution. Any litigation relating to the validity, interpretation and/or execution of the present dispositions or related to them will exclusively be subject to the relevant courts under the jurisdiction of the "Cour d'Appel de Paris", even if there are several proceedings, defendants, incidental claims, introduction of third parties or third party claim and even provisional order.