

GENERAL TERMS AND CONDITIONS OF SALE

Article 1: SCOPE

The present general terms and conditions of sale (GTCS) are systematically sent or issued to each of our clients so that they may place an order. Unless particular written conditions are accepted by i2S, all our sales are subject to the general terms set out hereunder, which apply both to the sale of our products and to the performance of our service provisions. Our general terms and conditions of sale purely and simply supersede the "conditions of purchase" which may appear on order forms sent to us by our clients. Should our company at any moment waive any one of the present general terms of sale, this may under no circumstances be interpreted as a later waiver of any of the said conditions.

Article 2: ORDERS

Orders are only considered definitive when i2S has issued an acknowledgement of receipt featuring, among other things, the price, the payment terms and, if the parties have so agreed, the payment of a deposit required when the order is placed.

Article 3: PRICES

Our products and service provisions are invoiced in accordance with the terms indicated on the acknowledgement of receipt of the order. In the event of orders of programs to be delivered over a period of several months, our prices may be revised according to the variations in exchange rates between the date of the acknowledgement of receipt and the corresponding date of due payment. The prices serving as a basis for our invoices are net unit prices excluding taxes; the applicable taxes and duties will be added to these prices.

Article 4: LEAD TIMES

Lead times for delivery of goods or performance of service provisions are given as an indication only. Any delays that may occur will not entitle the client to cancel the order, to refuse the goods or to claim damage payments, including in cases of force majeure.

Article 5: TRANSPORT - DELIVERY - TRANSFER OF RISK

Unless otherwise agreed and indicated on the quotation issued by i2S to the client, our goods, once sold, are considered to be delivered and the risks relating to them are transferred to the client in our plant, at the moment when we hand over the said goods to the carrier with a view to their transportation to the client. Consequently, notwithstanding the reservation of title clause hereunder, our goods always travel at the client's own risk. Our clients must not accept packages unreservedly from a carrier without first checking their content. It is the client's responsibility in the event of damage or loss to mention the damage or loss on the transport receipt and to confirm their reservations within 72 hours by registered letter sent to the carrier; failing which, no claims relating to the transport will be accepted by i2S.

Article 6: CLAIMS

Any claim concerning the conformity of the goods sold or service provisions performed must be sent to our headquarters by registered letter with acknowledgement of receipt, seven (7) days at the latest following receipt of the goods or performance of the service provision.

Article 7: WARRANTY AND RESPONSIBILITY

All our products are guaranteed for one (1) calendar year from the delivery date. The warranty may only be applicable on condition that the client has respected our terms of payment and advised i2S by registered letter with acknowledgement of receipt, immediately after the defect has been noted. The equipment must be returned in the standard configuration (speed, mode, set-up, etc.) defined in the user manual.

The warranty exclusively covers:

- The replacement of spare parts that have been recognized as defective after inspection by the quality control department of the company i2S,
- The cost of the labor required to repair the equipment.

Unless explicitly mentioned otherwise, the warranty does not cover:

- The cost of sending and returning the defective equipment,
- The repairs made necessary by accidents to the equipment following non-compliance with the user conditions, precautions of use, or shocks,
- The repair of equipment that has undergone modifications, even minor ones, by the user,
- The repairs made necessary by accidents occurring on the equipment following the use of accessories not approved by the company i2S,
- The repair of equipment that has suffered damage following cases of force majeure, defined as an event that is independent of the client's will or partially out of the client's control, such as for example floods, war, etc., or other causes resulting from the misuse of the equipment.

In the event that repairs are requested on the client's premises, travel expenses will be invoiced by i2S under the usual conditions of its technical support department at the moment of the intervention.

No indemnity may be owed by i2S in respect of the direct or indirect consequences

of an operating failure of its equipment. The purchaser undertakes to take out an insurance policy covering all the risks relating to the equipment sold by i2S.

i2S proposes a telephone assistance service, with a charge, for certain products. This assistance does not engage its responsibility; the documents digitized or processes are done so under the sole responsibility of the client, as is their interpretation.

Article 8: TERMS OF PAYMENT

The representatives and employees of i2S are not authorized to receive payment in person from clients.

Unless there are particular terms of payment appearing on the acknowledgement of receipt issued by i2S, invoices are payable to the company headquarters thirty (30) calendar days at the latest from the invoicing date. In accordance with the provisions of the Article L441-6 of the French Commercial Law, any delay in payment will give rise ipso jure to a penalty interest equal to three (3) times the French legal interest rate in force. The penalties for late payment shall be payable without a reminder being necessary. Should a single payment not be made, i2S will be entitled to suspend or cancel any orders underway, whether payment is due for them or not, without entitling the client to claim damage payments from i2S for this reason, and any deposit payments received by i2S will not, in this case, be returned to the client. For all payments done after the due date, a fixed compensation of 40 euros for recovery costs is legally due to i2S (art L441-3 Code de Commerce).

Article 9: TERMINATION CLAUSE

i2S reserves the right to proceed to the termination of the contract after formal notification by registered letter with acknowledgement of receipt has remained totally or partially without effect after a period of eight (8) days, in the event that the purchaser does not fulfill any of its obligations. The goods will be returned to us following the first written request by our company, at the cost and risk of the purchaser, who must fulfill this obligation.

Article 10: NON DISCLOSURE

The client undertakes to preserve the confidentiality of any document and any information communicated by i2S, the disclosure of which to a third party may be directly or indirectly damaging to our company.

Article 11: RENTED OR LOANED EQUIPMENT

In the event that equipment is rented or loaned, this equipment is used under the sole responsibility of the renter or holder of the said equipment and must be returned in good working order when the contract comes to an end. Any repair or overhaul required owing to misuse or to deterioration that cannot be attributed to normal use will be at the cost of the renter or holder. The renter or holder may not sublet, transfer the use of, or lend the equipment, at the risk of termination by i2S should it see fit, and without prejudice to any damage claims.

Article 12: RESERVATION OF TITLE

The transfer of ownership of products sold by i2S is expressly delayed until the principal and accessory price has been paid and cashed in full.

The client may not pledge or use the ownership of our goods as a guarantee.

If the client should pledge i2S products, our company reserves the right to remove any existing goods from the client's premises. If the i2S products have been resold, the purchaser must inform the company, and all sums due must be paid immediately.

No intellectual property right is transferred to the client.

Should the equipment sold by i2S be seized by a third party, the client must inform us of this immediately so that we may oppose this intervention and protect our rights.

In accordance with article 7 of the GTCS, the client is obliged to take out an insurance policy covering the risks relating to the equipment sold by i2S, as soon as the equipment leaves the premises of i2S. If the client is subject to a collective procedure, the client undertakes to inform i2S of this by registered letter with acknowledgement of receipt within fifteen (15) days following the pronouncement of the opening judgment. The client will ensure that identification of the products sold by i2S is always possible on its premises. The client must also indicate to i2S the products for which the client has a claim over the third parties, specifying the full identification of the debtors, the amounts of the debts, and their date of due payment.

Article 13: APPLICABLE LAW AND JURISDICTION

The sale of products or the performance of service provisions by i2S is always governed by French law, irrespective of the nationality of the parties or the location of their headquarters.

Failing an out-of-court agreement, any dispute arising from a contract concluded with i2S will come under the exclusive competence of the Business Tribunal in the jurisdiction of the headquarters of i2S, even in the case of the introduction of third parties or of plurality.

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