

I. Specifications, use of our products and liability of S.D.S.

The Products – power supplies, converters, control and measurement systems – supplied by Systems Development & Solutions (S.D.S.) are chosen by the Client among the range of products on offer by S.D.S. or are tailor-made to the Client's specifications. In either case, the Client shall be responsible for assessing the values and performance criteria required for the proper operation of the equipment and the applications to which the Product is destined.

As a professional user, the Client or the entity to which it entrusts or resells the Product must take all requisite measures to ensure that the Product is installed, commissioned and used under conditions which ensure the safety of both persons and property.

S.D.S. hereby disclaims liability for any consequences, whether direct, or indirect, tangible or intangible, arising out of a breakdown or malfunction/non-compliant functioning of the Product. The same shall apply to the studies and surveys carried out by S.D.S. on its own premises or on the Client's premises.

Furthermore, any use of the Product in a medical device which might endanger person or persons' lives is hereby expressly prohibited by S.D.S.

II. Orders – deliveries – precautions to be taken upon receiving the Products

Any information concerning delivery lead times provided to the Client by S.D.S. prior to the Client placing an order shall be purely indicative. S.D.S. shall not be bound by the lead times specified by the Client on its order. Should it not be possible to abide by these lead times, S.D.S. shall notify the Client and together they shall agree up a realistic and accurate delivery date.

A delay in delivery shall not give the Client the right to cancel the sale or to refuse to take delivery of the Products. Neither shall it give the Client any right to discounts, penalties or damages.

All deliveries to mainland France shall take place in line with the terms of article IV below. The Client shall become responsible for the Products as soon as these have been delivered to his premises. It is up to the Client to check the state of the packaging and of the Products in the presence of the carrier, to set out in writing on the delivery document provided by the latter for signature any reservations warranted by the state of the packaging and/or of the Products, and to reiterate these reservations in a registered letter sent to the carrier by recorded delivery with acknowledgement of receipt, within three working days of receiving the Products. Failing this, the Client shall not have any redress for any damage incurred by the Products during transportation and shall thus not be able to secure compensation, free replacement or a deferral of payment for same.

Any deliveries to Clients outside mainland France shall be subject to incoterm EXW conditions. Therefore all transportation and insurance costs as well as all other ancillary costs and expenses, tax and duty, shall always be borne by the Client.

III. Force majeure

In case of circumstances of force majeure which prevent S.D.S. from being able to deliver the Products to the Client (such as if S.D.S. is let down by a manufacturer who is S.D.S.'s sole source of a particular component), S.D.S.'s contractual obligations towards the Client shall be suspended.

S.D.S. hereby pledges to notify the Client of the occurrence of circumstances of force majeure and of their likely duration as soon as it/they occur and to examine jointly with the Client any measures which would enable it to limit the negative effects of the situation for both parties.

IV. Prices – invoicing – payment

In the case of a standard Product, S.D.S. shall charge the Client the prices shown on its price lists; in the case of a custom-built or made to order Product, the price charged shall depend on the Client's specifications.

In the case of repeat orders or orders involving large quantities of the same Product, S.D.S. may extend preferential conditions to the Client based on the quantities ordered.

S.D.S. shall invoice the Client for the Products ordered by the latter upon sending these to the Client or in the case of studies/surveys, when the Client is provided with the results thereof.

S.D.S. shall invoice the Client systematically for a fixed packaging fee of 5 euros excluding tax per consignment as well as for the carriage costs based on the charges of the carrier, chosen by S.D.S., who is in charge of transporting the Products, even if S.D.S. didn't mention these costs in any quote which it may have provided to the Client beforehand. The cost of carriage which is invoiced to the Client shall be the all-inclusive cost which is invoiced to S.D.S. by the carrier, to which S.D.S. shall add VAT at the currently applicable rate. Unless the Client expressly provides otherwise, this price shall include a provision for insuring the Products during transportation.

S.D.S.'s invoices must be settled within 30 days of the date on which S.D.S. sends the Products out to the Client, as per the date shown on the delivery note. No discount shall be granted for early payment.

Special payment terms may be agreed with the Client in the following cases:

- in the case of orders placed in several instalments and destined to be used as part of the Client's production programme, S.D.S. shall accept settlement by recovered bill of exchange effective 60 days from the date on which the Products are dispatched; S.D.S. must receive the recovered bill of exchange within 30 days of the Products being dispatched.

No further consignments shall be delivered to the Client until S.D.S. has been paid or has sight of the bill of exchange guaranteeing payment for a previous consignment;

- in the case of first orders placed by a new Client or for Clients in special situations, S.D.S. may request payment up-front prior to delivering the Products;

- if the Client is a State body or organisation and must abide by specific ordering and payment time scales, S.D.S. may consent to abide by same;

- in the case of exceptionally large orders or orders comprising a substantial prior study/survey element, S.D.S. may require a partial down-payment upon the placing of the order.

In accordance with the law, any late payment shall result in interest being levied on the overdue moneys at the Legal Rate plus 50%.

V. Confidentiality

The studies and development work carried out by S.D.S. to meet its Clients' specifications shall remain its exclusive property. The Client hereby pledges not to disclose to third parties any diagrams and nomenclatures which it may secure from S.D.S. for documentation purposes. The client hereby pledges not to use any of the aforementioned elements, to reproduce S.D.S.'s Products, whether or not they are protected by Patents or have been licensed. The Client also pledges not to reverse-engineer S.D.S.'s Products.

VI. Warranty

The Products shall be guaranteed for a period of 12 months as of the date on which they are sent out to the Client for the first time, against production defects or faults in the components used therein. The Client shall bear the cost of returning any faulty Products which are under warranty to S.D.S.'s workshops and S.D.S. shall bear the cost of returning them to the Client. The Client hereby pledges to abide by the stated duration of the warranty.

Any Products which are damaged or misused, modified or repaired by the Client or by any third party without S.D.S.'s express prior authorisation or whose properties have been altered pursuant to a faulty connection of the Products or of the equipment into which they are incorporated shall be excluded from this warranty.

The scope of this warranty shall be limited to repairing, replacing or reimbursing the price of the defective Product, at S.D.S.'s discretion. It shall not cover the provision of any compensation whatsoever.

S.D.S. hereby disclaims liability for any consequences whether direct or indirect, tangible or intangible, arising out of a breakdown or malfunction/non-compliant functioning of the Product.

S.D.S. shall be entitled to modify or to technically enhance its Products as and when it chooses to without needing to inform its Clients thereof.

VII. Disputes

The relationship between S.D.S. and its Clients shall be governed by French law. Should any dispute arise in connection with an order placed by a Client with S.D.S. and should the parties be unable to resolve it amicably, they shall refer the dispute to the sole jurisdiction of the courts of Paris, France.