



General terms of sale and provision of services of Axilum Robotics

Applicable from February 27th 2018

I. SCOPE OF THE GENERAL TERMS

These general terms shall apply whatever the purchaser's general terms of purchase, to any sale and provision of services carried out by AXILUM ROBOTICS, unless specifically provided otherwise between the parties.

The placement of an order shall imply the full and unreserved acceptance by the purchaser of these general terms. The latter shall apply only in relation to natural persons or entities contracting within the framework of their business or professional activity and are called upon to apply to the current order, as well as to any other supplementary and/or subsequent order.

No failure by AXILUM ROBOTICS to assert any of these general terms of sale and service provision at any time shall be construed as a waiver of the subsequent assertion of any of the said terms.

II. ORDERS

1. Orders by the purchaser shall be firm and irrevocable in nature, unless in the event of a subsequent change expressly accepted by AXILUM ROBOTICS.

2. A sale or service agreement shall be finally entered into only once the purchaser's order has been confirmed in writing by AXILUM ROBOTICS, or failing such confirmation, by the delivery of the goods or the provision of the service.

The benefit of the order is personal to the purchaser and may not be assigned, except with the agreement of AXILUM ROBOTICS.

III. DELIVERIES AND/OR PROVISION OF SERVICES

Delivery shall be carried out either by direct delivery of the goods to the purchaser or by a mere notice of their availability, or by delivery to a shipper or carrier in the premises of AXILUM ROBOTICS or its sub-contractor

The delivery timeframes shall be deemed to have been complied with:

- a) in the case of deliveries not involving any installation or assembly: when the goods have been collected and/or delivered within the delivery timeframe. In the event of late delivery ascribable to the purchaser, the timeframe shall be deemed to have been complied with when the notice of availability of the goods has been given within such timeframe.
- b) in the case of deliveries involving installation or assembly: when the latter are carried out within the timeframes provided.

Unless agreed otherwise, delivery or service provision dates and timeframes are provided on a purely indicative basis. Compliance with the timeframes implies compliance with his obligations by the purchaser, particularly as regards payment and the performance of technical services prior to delivery or to the provision of the service. No late delivery or late performance of the service may give rise to the termination of the agreement or to the cancellation of any current orders. Compensation for any loss suffered by the purchaser as a result of a delay ascribable solely to AXILUM ROBOTICS shall in any event be limited to an amount equal to 0.5% of the purchase price or service fee agreed between the parties per week of delay, provided that the total amount may in no event exceed 2.5 % of the amount of the goods delivered late or of the service remaining to be provided. Any other complaints on the part of the purchaser in the event that the agreed timeframes are exceeded, and in particular any claim for damages, are hereby excluded.

In the event of occurrence of an event of force majeure, the timeframe shall be extended accordingly.

If, at the request of the purchaser, the delivery or availability is delayed, storage costs in the amount of 1 % of the price normally invoiced for any week begun shall be due by the purchaser at the expiry of a term of one month following the notice of availability.

The total amount of the storage costs liable to be due by the purchaser shall be limited to 5 % of the price normally invoiced, unless AXILUM ROBOTICS evidences higher costs.

IV. PRICE AND PAYMENT TERMS

1. Prices shall be ex works, goods packaged, insured, not cleared with customs and exclusive of tax, unless otherwise indicated in the acknowledgment of receipt of the order.

The prices shall include installation on site and one day of training.

2. The prices agreed shall be determined according to the costs and expenses existing at the time of the execution of the agreement. In the event of any increase in such costs prior to the delivery of the order or the provision of the services, AXILUM ROBOTICS shall be entitled to invoice prices increased in proportion to the increase in such costs.

3. Unless otherwise provided, a down payment of 30% shall be invoiced at the time of the order and the balance of 70% shall be invoiced upon delivery.

4. Unless otherwise provided in favour of AXILUM ROBOTICS, the price must be paid within 30 days as from the date of the issuing of the invoice. Any late payment shall give rise to the enforcement of penalties calculated by applying an interest rate equal to three times the legal rate, beginning on the day following the payment date indicated in the invoice and up to the date of full payment, without prejudice to any damages.

5. All payments must be made in euros by transfer. Payments by cheque or bills of exchange shall be accepted, subject to successful conclusion, and their actual collection alone shall constitute payment. The reservation of ownership clause provided in Article VII of these general terms of sale and provision of services shall remain in effect until collection.

6. In the event of payment by instalments agreed between the parties, any late payment of an instalment when due as provided shall immediately and automatically result in the other instalments becoming due, even if they have given rise to the issuing of negotiable instruments.

7. No complaint or claim by the purchaser may result in the postponement or suspension of the payment of any amounts due to AXILUM ROBOTICS. Any right of retention or offsetting against any claims which the purchaser may purport to have against AXILUM ROBOTICS without evidencing an enforceable claim in such connection is hereby excluded.

8. Payments of all the amounts due by the client to AXILUM ROBOTICS shall be secured by a personal, joint and several guarantee issued by a qualified institution.

V. INTELLECTUAL PROPERTY

Any and all advice, documents and information delivered by AXILUM ROBOTICS to the purchaser shall remain, under all circumstances, the exclusive property of AXILUM ROBOTICS. They may not be made accessible to any third party, except with the prior written agreement of AXILUM ROBOTICS. Any drawings and other documents delivered at the time of the offer must be immediately returned to AXILUM ROBOTICS upon request in the event of cancellation of the order or of expiry of the term of the agreement.

VI. TRANSFER OF RISK

Unless otherwise agreed, the shipping of the goods shall take place ex works, for the account and at the risk of the seller; the transfer of the risk shall take place as from the delivery of the goods.

VII. RESERVATION OF OWNERSHIP CLAUSE

1. AXILUM ROBOTICS SHALL RETAIN THE OWNERSHIP OF THE GOODS SOLD UNTIL THE PAYMENT AND COLLECTION OF THE FULL AMOUNT OF THE PRICE AS TO PRINCIPAL, ANCILLARY COSTS AND ANY INTEREST.

2. THE PURCHASER HEREBY UNDERTAKES TO PROPERLY INSURE AND MAINTAIN, AT HIS SOLE EXPENSE, THE GOODS SOLD SUBJECT TO RESERVATION OF OWNERSHIP BY AXILUM ROBOTICS. THE PURCHASER SHALL EVIDENCE SUCH INSURANCE AND MAINTENANCE UPON FIRST REQUEST BY AXILUM ROBOTICS.

3. IN THE EVENT OF TRANSFORMATION OR INCORPORATION OF THE GOODS DELIVERED INTO ANOTHER ITEM OF MOVABLE PROPERTY BY THE PURCHASER OR BY A THIRD PARTY, THE RESERVATION OF OWNERSHIP CLAUSE SHALL REMAIN VALID.

4. THE PURCHASER MAY IN NO EVENT LODGE THE GOODS SOLD SUBJECT TO RESERVATION OF OWNERSHIP AS COLLATERAL OR PLEDGE SUCH GOODS AS SECURITY FOR THE PERFORMANCE OF HIS OBLIGATIONS TOWARDS THIRD PARTIES. THE PURCHASER SHALL BE OBLIGED TO INFORM AXILUM ROBOTICS PROMPTLY OF ANY ATTACHMENT AND OTHER EVENT UNDERMINING THE RIGHTS OF AXILUM ROBOTICS IN AND TO THE GOODS SOLD SUBJECT TO RESERVATION OF OWNERSHIP.

5. AXILUM ROBOTICS SHALL BE ENTITLED TO RECOVER THE GOODS IMMEDIATELY AND WITHOUT ANY SPECIAL FORMALITY PROVIDED THAT ANY CONTRACTUAL DUE DATE OR OBLIGATION HAS NOT BEEN COMPLIED WITH, WITHOUT PREJUDICE TO ANY DAMAGES FOR FAILURE TO PERFORM AND TO ANY OTHER AMOUNTS DUE PURSUANT TO THE CONTRACTUAL RELATIONSHIP.

ANY EXPENSES INCURRED BY AXILUM ROBOTICS AND RELATING TO THE RECOVERY OF THE GOODS SOLD SUBJECT TO RESERVATION OF OWNERSHIP SHALL BE BORNE BY THE PURCHASER. IN THE EVENT OF DETERIORATION OF THE GOODS, AXILUM ROBOTICS SHALL BE ENTITLED TO CLAIM THE PAYMENT OF AN INDEMNITY ABLE TO COVER THE COSTS OF REPAIRING THE DAMAGED GOODS.

VIII. INSTALLATION, ASSEMBLY AND OTHER SERVICES

The following rules shall apply to any and all installations, assemblies and other services, in the absence of any written provisions to the contrary:

1. The purchaser hereby undertakes to perform or to make available, at his expense:

- The necessary auxiliary staff and skilled workers or helpers with the required tools and in adequate numbers,
- Ground, construction, scaffolding, plastering, painting and other work, as well as the corresponding construction materials,
- The equipment and parts required for the installation, assembly and other services,
- Heating, lighting, energy and water, as well as any connections required up to the place of use, sufficiently spacious rooms, protected from humidity and with doors able to be locked on the site of assembly or service provision, in order to store the goods delivered, the assembly equipment, the tools, etc., together with toilets. The purchaser shall be obliged to take any and all steps required for the protection of the staff of AXILUM ROBOTICS and of the goods belonging to the latter.
- Any protective clothing and devices which may be necessary due to any specific circumstances and not used by AXILUM ROBOTICS in its business.
- Any necessary information relating to gas, electricity, water and any similar facilities, together with the necessary statistical information.
- The work to be done prior to the installation, assembly or other service.

2. In the event of any delay in installation, assembly, commissioning or service provision which is not ascribable to AXILUM ROBOTICS, the purchaser shall bear any costs resulting therefrom.

3. The purchaser shall be obliged to deliver to the staff of AXILUM ROBOTICS a certificate relating to the time worked by such staff immediately following their provision of services, or weekly in the event of long-lasting services. The purchaser shall also be obliged to deliver a certificate evidencing the completion of the service to the staff of AXILUM ROBOTICS immediately.

4. The purchaser shall compensate AXILUM ROBOTICS in accordance with the prices provided at the time of the order or in effect at the time of the provision of the service, provided that the time devoted to preparation and transport shall constitute actual work time. The purchaser hereby undertakes to pay the accommodation and transport costs of the staff of AXILUM ROBOTICS.

IX. MANAGEMENT OF TREATMENT OF WASTE ELECTRICAL AND ELECTRONIX EQUIPMENT

The purchaser hereby undertakes to manage the treatment of waste electrical and electronic equipment (WEEE) acquired from AXILUM ROBOTICS

X. GUARANTEE

1. AXILUM ROBOTICS hereby guarantees that its products are devoid of material defects or faults and comply with the specifications of AXILUM ROBOTICS as published for a term of one year as from the date on which the goods were made available to the purchaser. AXILUM ROBOTICS undertakes to supply the parts and labour required for the repair and replacement of any products or parts thereof which, under normal conditions of use on the site of the purchaser, may present malfunctions, for a period of one year as from the date of delivery.

2. The guarantee includes:

- Access to telephone support Monday through Friday (on working days) from 8 am to 6 pm (French time)
- Access to solutions of existing problems, created by AXILUM ROBOTICS.
- Access to minor software enhancements via the use of new versions produced by AXILUM ROBOTICS.

3. The purchaser shall be obliged, at the time of delivery, to check the goods, their quality, their quantity, their compliance with the order. He shall be deemed to have accepted the goods delivered in the absence of any reservations noted by him on the delivery slip. In the event of damage or partial loss ascertained by the purchaser and mentioned on the delivery slip, the purchaser shall be obliged to notify his substantiated protest to the carrier by an extrajudicial writ or by registered letter with return receipt requested, within three days following the delivery, in accordance with Article L. 133-3 of the Commercial Code.

4. Any complaints relating to apparent or hidden defects or to the non-compliance of the goods delivered shall be formulated by registered letter with return receipt requested within two weeks following the delivery of the goods. The purchaser shall be obliged to communicate to AXILUM ROBOTICS all the information making it possible to ascertain the reality of the disorders put forward. The purchaser may not remedy the disorders himself nor put a third party in charge of remedying them nor claim the reimbursement of the resulting costs from AXILUM ROBOTICS without the express prior agreement of the latter. In the event of an apparent defect, or of non-compliance affecting the goods sold and notified to AXILUM ROBOTICS within such term of two weeks, AXILUM ROBOTICS reserves the right to choose between the repair of the goods and the delivery of identical goods, to the exclusion of any damages for the benefit of the purchaser.

5. Any claims relating to hidden defects affecting the goods sold shall be notified to AXILUM ROBOTICS by registered letter with return receipt requested promptly as from the discovery thereof and no later than six months as from the date of transfer of the risk. The purchaser shall communicate to AXILUM ROBOTICS as soon as possible, in writing, any and all information relating to the defect ascertained. In the event of a hidden defect affecting the goods sold and notified to AXILUM ROBOTICS within the timeframe referred to above, the purchaser may claim only the delivery of similar goods or a discount on the price, at the election of AXILUM ROBOTICS.

6. If a complaint was notified wrongly, AXILUM ROBOTICS reserves the right to claim the reimbursement of any expenses occasioned by such complaint.

Any costs occasioned by a further delivery or service according to the meaning of this article, such as transport or travel costs, shall be paid by the purchaser.

The purchaser shall not be entitled to assert his rights to the guarantee in the following events:

- The goods have undergone a negligible alteration of their potential for use, i.e. a capacity below or equal to 10% of the expected capacity,
- In the event of non-compliant use of such goods or of defective assembly thereof, and more generally in the event of damage subsequent to the transfer of the risk,
- In the event of repairs carried out by the purchaser or of improper maintenance thereof by the purchaser or by a third party,
- In the event of normal wear and tear,
- If, following the discovery of the defect, the goods continue to be used.

7. The purchaser shall not be entitled to any damages in the event of an apparent defect, of non-compliance or of a hidden defect affecting the goods, notwithstanding the legal nature of the right asserted by the purchaser. AXILUM ROBOTICS shall not be held liable for any indirect losses and intangible losses resulting from the failure to operate or from the interruption of the goods sold, such as any decrease in output, increase in costs of use, losses of profits or production, labour costs, etc. which the purchaser may suffer due to the dysfunctions affecting the goods sold.

Any claim for compensation for losses resulting from damage to the professional assets of the purchaser based on liability on account of the defective products is hereby excluded.

Compensation for any damage resulting from failure to perform the delivery or the service which is solely ascribable to AXILUM ROBOTICS and which may be due to the purchaser shall, in any event, be limited to an amount equal to 10 % of the value of the portion of the delivery or service which has remained unperformed.

The purchaser hereby waives any remedy against AXILUM ROBOTICS aimed at securing compensation for the financial consequences of any and all damage to third parties and shall indemnify AXILUM ROBOTICS in such connection against any and all third party claims related either directly or indirectly to the performance of the agreement.

In any event, the undertakings of AXILUM ROBOTICS pursuant to the sale or service agreement may not exceed the amount exclusive of taxes of the sums received pursuant to such agreement.

XI. FORCE MAJEURE

AXILUM ROBOTICS shall not be deemed to have defaulted in the performance of its contractual undertakings if such defaults are due to the occurrence of an event of force majeure as defined by the Courts of France.

XII. JURISDICTION AND GOVERNING LAW

1. ANY DISPUTE OCCURRING IN CONNECTION WITH THIS AGREEMENT OR RESULTING THEREFROM MUST BE SUBMITTED TO THE SOLE JURISDICTION OF THE COMMERCIAL COURT OF STRASBOURG.

2. THESE GENERAL TERMS SHALL BE GOVERNED BY THE LAWS OF FRANCE, TO THE EXCLUSION OF ANY OTHER LEGISLATION.