

## General Terms and Conditions of Sale

**Prevailing version:** These Terms and Conditions are drafted in French. An English translation may be provided for convenience only. In case of discrepancy, the French version shall prevail.

### Article 1 – Purpose and scope

These General Terms and Conditions of Sale apply to all sales and installation of products by our company. Consequently, the placing of an order by a customer implies the customer's full and unconditional acceptance of these General Terms and Conditions of Sale, unless specific terms have been expressly agreed in writing by our company.

### Article 2 – Orders

#### 2.1 Definition

"Order" means any purchase order relating to our products listed in our price schedules, accepted by our company, and accompanied by payment of any deposit specified on the order form.

#### 2.2 Amendments

**2.2.1** Orders submitted to our company are irrevocable for the customer, unless we expressly accept otherwise in writing.

**2.2.2** Any request by the customer to modify the composition or quantity of an order will only be taken into account if (i) the request is made in writing (including by fax or email) and (ii) it is received by our company no later than before the start of the engineering study, work, or production, under the conditions specified on the order form. After this deadline, the items stated in the offer shall be deemed accepted. In the event the customer modifies the order, our company shall be released from the agreed delivery/execution deadlines.

#### Article 2.3 – Orders via the website (B2B online sales)

Access restricted to professionals: the Customer declares that it is acting strictly for professional purposes and has the authority required to bind its company.

Steps to conclude the contract: (i) selection of Products/Services, (ii) review of the cart, (iii) entry of billing/delivery details, (iv) acceptance of these Terms and Conditions, (v) payment via PayPal, (vi) order confirmation by email.

Error correction: prior to payment, the Customer may identify and correct any input errors by editing the form fields and/or the cart content.

Language: the language offered for concluding the contract is French.

Archiving / evidence: orders and confirmations (email + invoice) are stored by XITECH and may be provided upon the Customer's reasonable request.

Availability / prices: the offer is valid as long as it is available on the website and within the limits of availability.

Payment: payment is made via PayPal. The order shall be deemed accepted only after payment confirmation.

### Article 3 – Delivery – Transfer of risk – Acceptance

#### 3.1 Lead times – Delivery

Delivery terms are specified in the specific terms or in the commercial offer.

Delivery is carried out as follows:

- DDP (Delivered Duty Paid): XITECH bears the costs and risks until delivery at the Customer's premises.
- EXW (Ex Works): the equipment is made available at XITECH's premises. Loading, transport and carriage are entirely at the Customer's expense and under the Customer's responsibility.

Any lead times provided are indicative only and shall not, in any event, constitute a contractual obligation. Our company endeavours to meet the delivery lead times indicated upon acceptance of the order, based on the standard logistics lead times in the industry, and to perform orders, except in cases of force majeure or circumstances beyond its control, such as strikes, frost, fire, storm, flooding, epidemics, supply difficulties, without this list being exhaustive. Delivery delays shall not give rise to any penalties or compensation, nor justify cancellation or termination of the order, unless previously agreed in writing by XITECH.

#### XITECH

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In the event of non-payment in full of an invoice on its due date, after a formal notice remaining ineffective within 48 hours, our company reserves the right to suspend any deliveries in progress and/or to come.

### **3.2 Transfer of risk – DDP / EXW**

#### **DDP delivery**

Risk transfers upon physical receipt of the equipment by the Customer at its premises. Until such receipt, the equipment remains under XITECH's responsibility.

The Customer undertakes not to handle the equipment, nor allow access to unauthorised third parties, until acceptance has been pronounced. Any handling in breach of this undertaking shall result in forfeiture of the contractual warranties.

#### **EXW delivery**

Risk transfers as soon as the equipment is made available at XITECH's premises.

Loading, transport, insurance and any handling of the equipment after it has been made available shall be the Customer's sole responsibility, even if the Customer uses a third-party carrier.

### **3.3 Acceptance**

Acceptance is pronounced as follows:

If installation is carried out by XITECH:

Acceptance occurs after full delivery of the equipment and upon completion of installation, commissioning and any tests provided for in the specific terms.

The Customer must attend on the date set by XITECH for acceptance; failing that, acceptance shall be deemed to have taken place on an adversarial basis.

Acceptance shall be recorded in an acceptance report signed jointly by XITECH and the Customer, on which the Customer may state any reservations regarding defects or missing items identified.

If the Customer uses the equipment without making any reservation, delivery shall be deemed accepted without defects.

If installation is carried out by the Customer:

The equipment shall be deemed accepted on the delivery date, without further formalities, subject to the Customer's written reservations made in accordance with Article 3.

From acceptance—formal or tacit, as applicable—the warranties set out in Article 4 shall apply.

### **Article 4 – Warranty**

#### **4.1 General provisions**

XITECH undertakes that the products shall comply with the specifications indicated to the Customer. XITECH undertakes to perform its services with all necessary professionalism and precautions in accordance with industry practice. Products must be checked by the Customer upon delivery, and any claim, reservation or dispute relating to missing items and apparent defects must be made under the conditions set out in Article 3. In the event of apparent defects, the Customer must provide any justification as to the reality of the defects observed, and our company reserves the right to carry out, directly or indirectly, any on-site findings and checks.

#### **4.2 XITECH warranty**

XITECH warrants the Customer against any non-conformity for a period of ONE (1) YEAR for new systems and equipment, from acceptance of the installation, and SIX (6) MONTHS for any repair or refurbishment of sub-assemblies, subject to the reservations set out in Articles 4.4 and 4.5. Notification of defects existing at the time of delivery and revealed after acceptance of the products must be made by the Customer in writing within three (3) days from the date on which it discovered the non-conformity.

No notification shall be taken into account if made more than three (3) clear days after discovery of the defect. Defective parts shall be replaced by us, subject to verification of the alleged defects.

Where, after inspection, an apparent defect or missing item is effectively established by our company or its agent, the Customer may only request replacement of the non-conforming parts and/or completion to remedy missing items at our expense, and shall not be entitled to any compensation or cancellation of the order. XITECH's liability is limited to the amount paid by the Customer for the relevant order.

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#### **4.3 Statutory warranty**

Our company also warrants its products against hidden defects in accordance with the law, customary practice, case law, and under the following conditions. A hidden defect means a manufacturing defect that renders the product unfit for its intended use and cannot be detected by the buyer prior to use. A design defect is not a hidden defect and falls under the performance/operability warranty referred to in Article 4.2. Our warranty is limited to the first six (6) months of use from acceptance of the equipment. Our warranty shall automatically lapse if our customer has not notified us of the alleged defect within ten (10) clear days from its discovery. The Customer must prove the date of discovery.

Under the hidden defects warranty, our company shall only be required to replace defective goods excluding labour costs, and the Customer shall not be entitled to damages for any reason whatsoever.

#### **4.4 General exclusions**

Our warranty is generally excluded where our products have been used under operating or performance conditions not provided for. In this respect, the Customer must comply with the operating conditions set out in the user manual attached to the contract.

All warranties provided for in the preceding articles exclude defects, deterioration or faults in the delivered products resulting from modifications or repairs carried out by the Customer and not authorised by the company, abnormal storage and/or preservation conditions at the Customer's premises, in particular in the event of an accident of any kind.

We do not cover damage and wear resulting from special, abnormal or non-standard adaptation or assembly of our products, unless carried out under our supervision.

#### **4.5 Procedures**

No return may be made by the Customer without our prior express written agreement, obtained notably by fax or email. Return costs shall only be borne by our company if an apparent defect or missing items are effectively established by the latter or its agent. Only the carrier chosen by our company is authorised to return the relevant products.

**4.6** A claim made by the purchaser under the conditions and in accordance with the procedures described in this Article shall not suspend payment by the Customer for the goods concerned.

#### **Article 5 – Prices**

**5.1** Our prices are those in force on the date the order is placed. They are always stated exclusive of taxes.

Shipping and insurance costs may or may not be included in the price depending on the agreed delivery terms (in particular INCOTERMS such as DDP or EXW) and are specified on the quotation and/or invoice.

Prices are net, without discount, and payable within 30 days end of month from the date stated on the invoice.

**5.2** XITECH reserves the right to adjust its price when transport costs and other ancillary charges change between the time the offer is presented and the time the contract is performed.

For quantity-based prices, any order for a smaller quantity shall result in a change in the stated price.

**5.3** Unless otherwise agreed, delivery delays shall not result in cancellation or modification of the contract and shall not give rise to damages.

**5.4** Execution lead times stated in an order are accepted by our company and are binding on it only under the following conditions: compliance by the Customer with payment terms and payment of deposits, timely provision of technical specifications, no delay in studies or preparatory work, no force majeure, and no social, political, economic or technical events hindering the operation of our plants or their supply of components, energy or raw materials.

#### **Article 6 – Late payment penalties**

Any amount including taxes not paid by the due date shall give rise to late payment penalties payable by the Customer at a rate of 10%. Such penalties are due as of right and shall be automatically debited to the Customer's account.

Flat-rate compensation for recovery costs (B2B)

In the event of late payment, the professional Customer shall be liable as of right, in addition to late payment penalties, for a flat-rate compensation of €40 for recovery costs per late-paid invoice. Where the recovery costs incurred exceed the amount of this flat-rate compensation, XITECH SARL may claim additional compensation upon presentation of supporting documents.

#### **Article 7 – Retention of title**

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Transfer of ownership of our products is suspended until full payment of their price by the Customer, principal and accessories, even if payment deadlines are granted. Any contrary clause, in particular one included in the Customer's general purchasing conditions, shall be deemed unwritten, in accordance with Article L. 624-16 of the French Commercial Code.

For all orders relating to systems, sub-assemblies, designs or equipment developed or designed by XITECH, the industrial and intellectual property in such systems remains entirely the property of XITECH, unless otherwise expressly stated on the purchase order.

This retention includes, without limitation: plans, models, drawings, prototypes, technical solutions, software, specific developments, methods, processes and associated know-how.

No right of reproduction, modification, distribution, or use beyond the contractually intended use shall be transferred to the Customer without XITECH's prior written consent.

#### **Article 8 – Jurisdiction**

**8.1** For the purposes hereof, our company elects domicile at its registered office.

**8.2** Any dispute relating to the application, interpretation or performance of these General Terms and Conditions of Sale, and of the sales contracts entered into by our company, or relating to payment of the price, shall be brought before the Commercial Court having jurisdiction over our company's registered office, regardless of the place of the order, delivery or payment, the method of payment, and even in the event of third-party proceedings or multiple defendants.

**8.3** Jurisdiction is general and applies whether the claim is principal, ancillary, on the merits, or in summary proceedings.

**8.4** In addition, in the event of court proceedings or any other debt recovery action by our company, the costs of formal notices, legal costs, as well as lawyers' and bailiffs' fees and all ancillary costs shall be borne by the defaulting Customer, together with costs related to or arising from the Customer's failure to comply with payment or delivery terms for the relevant order.

#### **Article 9 – Waiver**

The fact that our company does not invoke, at a given time, any clause hereof shall not be construed as a waiver of its right to invoke such clause at a later date.

#### **Article 10 – Governing law**

Any matter relating to these General Terms and Conditions as well as the contracts they govern, which is not addressed by these contractual stipulations, shall be governed by French law, to the exclusion of any other law. The fact that our company does not invoke, at a given time, any clause hereof shall not be construed as a waiver of its right to invoke such clause at a later date.

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