

STANDARD TERMS AND CONDITIONS OF SALE

(In force from August 1st, 2019)

ARTICLE 1 – Scope

1.1 All sales of goods or services concluded by AD Systems are governed by these general Terms and Conditions of sale (hereinafter "T&C"). Any order shall constitute Buyer's assent to these T&C. No special condition can, unless formally agreed in writing by AD Systems, prevail against the T&C. Any different condition opposed by the Buyer will be, therefore, in the absence of express acceptance, unenforceable against AD Systems, regardless of when it may have been brought to its attention.

1.2 These T&C are communicated to any buyer who requests it, to allow placing a purchase order. They are also directly available on the website www.adsystems-sa.com.

1.3 AD Systems reserves the right to amend these T&C at its sole discretion from time to time.

ARTICLE 2 – Description

2.1 The pictures, technical specifications and prices in our commercial documents are given for information only and may be subject to changes without notice from us, and may, in no case, be the cause of claim. AD Systems reserves the right to modify or remove items from its sales program without notice.

2.2 All documents established by our company (quotations, verification reports, calibration certificates, ...) are the property of AD Systems and cannot be disclosed to third parties without written authorization.

ARTICLE 3 – Use

3.1 All devices, spare parts and reagents sold by AD Systems are exclusively intended for laboratory use under the responsibility of the user. Users are solely responsible for manipulations and experiments performed with our products and devices. In particular, they must comply with the manufacturer's recommendations for use, in particular with regard to the safety of personnel and the provisions relating to hygiene.

ARTICLE 4 – Prices

4.1 The prices are fixed by the price list in force on the order's reception date. They are net excluding taxes, shipping and insurance.

4.2 Quotations issued by AD Systems are guaranteed for the period of validity of the offer. After this period, AD Systems reserves the right to change prices.

4.3 AD Systems may change its price list, at any time, subject to communicating the new pricelist to the Buyer within 15 (fifteen) days before the scheduled date for the introduction of the new price list. Buyer will be deemed to have accepted the new price list unless specifically agreed with AD Systems.

ARTICLE 5 – Purchase orders

5.1 The orders sent to AD Systems are irrevocable for the Buyer.

5.2 Any receipt of order implies agreement to these conditions and commits AD Systems only after its written confirmation.

5.3 The buyer will have to take care of the proper order writing: references, designations, quantities, and so on ... If a delivery error should occur as a result of an inaccuracy during the ordering process, AD Systems will decline any responsibility and the return costs will be at the Buyer's expense.

5.4 Any request to change the composition or volume of an order placed by the Buyer can be taken into account by AD Systems only if the request is made in writing, and is reaching AD Systems no later than eight (8) days after the reception of the initial order.

5.5 Any order below three hundred (300) euros net price excluding taxes will be subject to an administrative fee of forty five (45) euros net price excluding taxes.

ARTICLE 6 – Payment terms

6.1 The payment term is specified in the commercial offer.

6.2 Payment will be made by wire transfer to the company "AD Systems S.A.S.". In the sense of these conditions, the payment is made to the effective receipt and without incident of the price by AD Systems.

6.3 Unless specifically agreed to in writing with AD Systems, the payment period may not exceed thirty (30) days from the invoice date.

6.4 Any unpaid amount on the day of the settlement date appearing on the invoice will result in the immediate and automatic application, until full payment, of late penalties at the rate of one and a half percent (1.5%) per month of delay on the net price excluding taxes. In the event of total or partial failure to pay an order at the end of the term, AD Systems may suspend all outstanding orders, without prejudice to any other course of action. In addition, sums due as a result of this order or other orders already delivered or being delivered will be immediately due, without prior notice. Under no circumstances may payments be suspended or be subject to any compensation without the prior written consent of AD Systems. Any partial payment will be deducted first on the penalties of delay and allowances, then on the sums whose payability is the oldest.

6.5 If payment terms are not respected, AD Systems may at its sole discretion, modify Buyer's terms of payment, including, but not limited to, prepayment in full.

6.6 If the collection of the overdue amount has been handed over to an attorney, the Buyer will reimburse AD systems for all charges relating to the collection of the overdue amount.

ARTICLE 7 – Proprietary rights and rescission

7.1 AD Systems retains ownership of the delivered goods until full payment of the price by the Buyer. The price refers to the invoice price, as well as charges and penalties.

7.2 In the event of failure to pay upon the due date, AD Systems, without losing any of its other rights, may require, by registered letter with acknowledgment of receipt, the return within 48 hours of the goods at the expenses and risks of the Buyer, without prejudice to any other damages.

The goods cannot be resold in case of cease of payments.

7.3 The claim may be exercised by AD Systems in the event of the Buyer's failure to meet one of its obligations, or if AD Systems has legitimate reasons to believe that the Buyer will not be able to meet the agreed deadlines.

7.4 All expenses incurred by the claim of the goods, or its price, are the sole responsibility of the Buyer. In the event of non-payment at the deadline, AD Systems reserves the right, in addition to the right to claim the goods, to resolve the sale, without any other formality than the formal notice provided for the return of the goods.

The resolution will affect not only the related order, but also all previous orders, whether delivered or being delivered and whether or not their payment is due.

7.5 In case of resolution, the Buyer will be liable for a penalty of fifteen percent (15%) of the amount due, any down payments being deducted from the mentioned penalties.

ARTICLE 8 – Shipping – Delivery

8.1 Unless AD Systems has previously agreed in writing to manage the delivery of the goods, the delivery terms for the goods are FCA St André sur Orne.

8.2 The goods travel at the risks defined by the Incoterm agreed between the parties.

8.3 Upon the request of the Buyer, AD Systems may, without obligation to do so, organize the delivery and insurance of the goods at the Buyer's sole expense.

8.4 The delivery times indicated on our quotations, proforma invoices or order confirmations, are given as an indication, this one depends especially on the availability of the carriers and the order of arrival of the purchase orders. AD Systems is not responsible for late delivery. In any case, the Buyer cannot cancel the order. No late penalty can be claimed.

8.5 In case of the order modification by the Buyer, AD Systems will be released from the agreed deadlines for its execution.

8.6 Partial shipment on Buyer's request will be charged.

8.7 In the event that the Buyer cannot receive the goods on the availability date, AD Systems will take the necessary measures to store them in the best conditions for a maximum period of thirty (30) days. The costs associated with the storage and return of the goods will be borne by the Buyer. This storage period does not change the date on which the goods are deemed delivered and invoiced and does not extend the warranty period.

ARTICLE 9 – Reception

9.1 The packaging of our goods is the subject of the greatest care.

9.2 The responsibility of AD Systems cannot be blamed for any degradation or quality deterioration due to transport.

9.3 The Buyer must check the delivery upon receipt, in the presence of the carrier, and check the condition and the complete contents of the various packages. The Buyer must not discard the packaging without having made sure that it does not contain any object (verification of a possible double bottom provided for heavy parts). In the event of damage or missing items, it is up to the Buyer to issue the usual reservations on the transport bill and to send his complaints by registered letter to the last carrier within three (3) working days of receipt, and send a copy of this letter to AD Systems.

ARTICLE 10 – Compliance – Return of goods

10.1 Without prejudice to the arrangements to be made towards the carrier, claims for defects or non-conformity of the delivered goods with the goods ordered or the waybill, must be made in writing within eight (8) days from their delivery. After this period, no claim will be accepted. It will be up to the Buyer to provide any justification as to the reality of apparent defects or non-conformities found. He will have to let all ease to AD Systems to proceed to the observation of these defects or non-conformities and to remedy it. He will refrain from intervening himself or involving a third party for this purpose.

10.2 Any return of goods must be formally agreed between the Buyer and AD Systems.

10.3 As a result of the return in the event of apparent defect or non-conformity of the goods delivered, duly noted by AD Systems under the conditions provided above, the Buyer may obtain the replacement or reimbursement of the goods at the discretion of AD Systems, without the Buyer being entitled to any compensation of any nature whatsoever, nor to the termination, cancellation or resolution of the Contract. The return of one or more goods for refund or replacement shall, in no way, justify delay or refusal to pay the amounts due by the Buyer to AD Systems, under, as the case may be, other goods delivered to Buyer. Buyer will lose its right to replacement or refund for any goods returned to AD Systems more than one month after the shipment of the goods in question.

10.4 Any goods returned without prior formal agreement between the Buyer and AD Systems, but accepted by AD Systems, will be subject to a restocking fee of forty percent (40%) of the amount of the invoice or order, to which the shipping costs paid by AD Systems will be added.

10.5 The Buyer will take care of packing any returned product and choosing an appropriate shipping container so that it can reach AD Systems without damage.

ARTICLE 11 – Warranty

11.1 The duration of the warranty period is twelve (12) months from the installation date of the product or eighteen (18) months from the shipment date of the product, whichever comes first. The warranty is limited to the repair (excluding the technician's travel expenses) or the exchange of the recognized defective product (excluding transport costs related to the return of the goods).

Restrictions

- abnormal use or non-compliance with the manufacturer's instructions,
- deterioration following transport,
- overvoltage of the power supply, even momentary,
- condensation, freezing, overheating, flooding,
- cessation of business of the manufacturer.

11.2 The following parts are expressly sold without warranty conditions:

- glassware, lamps, thermometers,
- heating resistors or similar, batteries.

Are excluded from the warranty, the defects and damages caused by natural wear or by external accident, by incorrect assembly, maintenance, use, or connection failure, or not in accordance with our specifications and without our agreement.

Are, as well, excluded from the warranty the defects due to negligence or caused by non-compliance with the protection and safety standards, by interventions of third parties, or by modification of the goods not provided for or specified by AD Systems.

11.3 Any complaint concerning the condition, the quantity of the goods must be addressed to AD Systems by registered mail with acknowledgment of receipt within eight (8) days from the delivery. Our warranty is limited to the replacement of parts and repair under the above conditions, any other compensation is formally excluded.

11.4 In accordance with the provisions of Article 1641 of the Civil Code, AD Systems guaranty to the Buyer that the goods are free from all defects such as to render them unfit for the use for which they are intended. However, AD Systems' legal warranty for such defects shall be limited, at its option, to the replacement or repair of the goods affected by such defects, or parts rendering them unfit for such use, without incurring any other liability or obligation as such. Consequently, the liability of AD Systems will be excluded for all damages, direct or indirect, tangible and intangible and in particular for loss of profits and / or operating losses, which these defects could cause.

ARTICLE 12 – Repairs – Maintenances

12.1 Any after-sales service intervention is carried out following a quotation established by AD Systems and the receipt of a corresponding purchase order.

12.2 Repairs are made in the workshop or on site as requested.

12.3 If additional work is to be expected during the repair, a new quotation will be sent to the Buyer. In case of refusal of a repair quotation, the return cost and travel expenses remain accountable to the Buyer.

ARTICLE 13 – Liability

13.1 Our responsibility cannot be engaged in the event of accidents that could be caused to the Buyer or to third parties during the reception, the installation, the commissioning, the use or the repair of the delivered material.

13.2 The responsibility of AD Systems will be excluded for any indirect damage, material or immaterial, and in particular for loss of profits, commercial prejudice, damage to the image, loss of profits or business opportunities, production or operating losses, cost and charges related to the partial or total unemployment of staff.

13.3 The Seller shall not be liable for the total or partial non-performance of its obligations, where such non-performance is due to a case of force majeure, as defined in Article 14 below, or to the fact of the Purchaser and / or a third party.

13.4 Moreover, the responsibility of AD Systems can never be sought on the basis of liability for defective products, as defined by Articles 1386-1 to 1386-15 of the Civil Code, for damages that would be caused to professional goods.

ARTICLE 14 – Force majeure

14.1 AD Systems will not be liable for any damage or delay in delivery caused by a force majeure such as: fire, flood, machine break, strike, epidemic, war, riot, act of the civil or military authorities or any other cause beyond the control of AD Systems.

ARTICLE 15 – Governing law

15.1 Unless otherwise agreed by the parties, the sales agreed between AD Systems and the Buyer as well as the sales conditions are governed by French law, excluding the provisions of the Vienna Convention on the International Sale of Goods of April 11, 1980.

15.2 The courts, within whose AD Systems head office 's jurisdiction is located, will have sole jurisdiction in the event of any dispute concerning the interpretation and execution of these general terms and conditions of sale, and in general of any dispute arising between the seller and the buyer.

15.3 AD Systems, however, reserves the right to appeal to the courts of the jurisdiction of the Buyer 's head office or branch.