



QiOVA SAS Terms and Conditions

for the supply of components, products or systems that integrate photonic technologies and related services

1 - Application

1.1 - Object

These terms and conditions define the rights and obligations of both parties and are intended to apply to all contractual relationships between QiOVA and the Customer company referred to as "the Customer" and define their rights and Obligations. They relate to the provision of components, products or systems incorporating photonic technologies and services.

1.2 - Identification of the company

QiOVA SAS
Actiparc
828 rue Adrienne Bolland,
42160 Andrézieux-Bouthéon
FRANCE
SIRET : 534 674 155 000 21
N° TVA : FR19 534 674 155
Tel: 04 77 93 71 85 - Fax : 09 70 06 80 82
Email : sales@qiova.fr
Website : www.qiova.fr

1.3 - Terms and conditions of sale

In accordance with Article L441-6 of the Code of Commerce, these terms and conditions constitute "the single basis for trade negotiation" . They therefore apply to all QiOVA cases and form the legal basis of the contract under special conditions. The terms of purchase are only proposals from the Customer. These terms and conditions take precedence over any contrary clauses formulated by the Customer if QiOVA has not explicitly accepted them. Any deviation from the terms and conditions, in favor of the Customer may justify a consideration. Any order or acceptance of an offer from QiOVA implies adherence to these terms and conditions.

The terms and conditions of sale also include QiOVA's rates, communicated in the format that QiOVA has predetermined. The nullity of any of the terms of these terms and conditions will not affect the validity of the other clauses.

1.4 - Legal scheme

The resulting contracts and orders are governed by the law of the enterprise contract when they apply to the realization of a product on the basis of a specification or a service provision. They are governed by the right to sell only when they apply to the supply of standard products.

2 - Contract documents

The contractual documents, in descending order of priority:

- QiOVA's offer,
- These terms and conditions,
- The accepted order,
- The delivery order, the bill.

However, the specific conditions will outweigh these documents if they are expressly accepted by both parties.

Documents which are not part of the contract: promotional materials, catalogues, advertisements, price list not specifically mentioned in the particular conditions.

3 - Offer

Under Section 1117 of the Civil Code, "The offer expires at the end of the deadline set by its author or, failing that, after a reasonable period of time." In the absence of a deadline specified by QiOVA, the "time limit" within the meaning of this article will be one month from the date of the offer issued; beyond that, the price may be updated, taking into account changes in costs.

4 - Order

4.1 - Definition of need

The Customer, as a professional of the products or services he acquires, is responsible for the definition and expression of his needs and those of his customers at the stage of use and implementation, including the uses and purposes and constraints, which he must take into account when choosing the product. It is its responsibility to verify, before any order, that the products and services are appropriate for these uses.

QiOVA, as a professional of the products it sells and the services it renders, will take into account the express requests made by the Customer and respect them, within the limits of their feasibility, compliance with the contract, and the rules of the art.

4.2 - Acceptance - Contract formation

4.2.1 - Catalogue information

QiOVA will be able to make changes or improvements to information such as weight, conditioning, technical features, catalogs and other documents, which have indicative value, and remove references for manufacturing stoppage, or replacing references if necessary.

4.2.2 - Contract formation

The contract is concluded when QiOVA has issued an acknowledgement of the order or has clearly expressed its acceptance of the order by any written means.

The possible reservations expressed by QiOVA do not prevent the formation of the contract. In the event of discrepancy in documents, the acknowledgement or acceptance of an order prevails.

If the order differs from the offer, it will only have effect to the extent of QiOVA's express acceptance, in accordance with Article 1118 of the Civil Code.

4.2.3 - Supply limit

The contract will be limited to the supplies and services expressly mentioned in the contract.

4.3 - Modification

Any change to the contract or order requested by one of the parties is subject to the express acceptance of the other party. QiOVA will, however, be able to make changes to the product and services that do not have a negative impact on its utility value or performance.

4.4 - Cancellation

Any change in the contract requested by one of the parties is subject to the express acceptance of the other party. The order expresses the customer's consent irrevocably. It cannot therefore cancel it, unless QiOVA has agreed explicitly beforehand. Therefore, if the Customer requests the cancellation of all or part of the order, QiOVA will be entitled to demand the execution of the contract and the full payment of the price.

In the case of a contract resolution or "cancellation of order" granted by QiOVA, the instalments already paid will remain acquired as a first compensation and the Customer will have to compensate him for all costs incurred and for all direct consequences. indirect benefits that will result.

4.5 - Suspension

In the event of a suspension of the contract not attributable to QiOVA, the costs and expenses incurred such as purchase of specific parts and components, handling, storage, insurance, etc. will be borne by the customer.

If the contract is suspended for more than 90 days, QiOVA will be entitled to terminate the contract and be compensated for the above costs.

5 - Cooperation of the parties

The realization of a product, when it is designed or adapted, even in part, according to the specific needs of the Customer can only be completed through close cooperation of the parties.

5.1 - QiOVA Duties

QiOVA will take into account the Customer's requests and respect them, within the limits of feasibility, compliance with the contract, and the rules of the art. It will inform the Customer, within the limits of his technical knowledge, of the constraints of the realization and the possible effects that he may know related to the use of the product.

QiOVA will provide the Customer with all necessary, accurate and useful information for the operation of the product, including a notice of use and maintenance of the machines in accordance with the regulations in force at the time of the order.

The integrator Customer will always undertake implementation, compatibility and assembly studies. The operating characteristics of a

set are the responsibility of the Customer. QiOVA is committed to providing it with the information it has and needs for study.

The Customer will be responsible for complying with the rules in force, including noise, hygiene and safety.

In all cases, QiOVA will only guarantee the product's compliance with the specifications retained in the order acceptance or in an express letter of acceptance.

However, QiOVA may, on express request, agree to take over certain implementation, compatibility or assembly studies, which will be billed to the Customer and can only engage QiOVA in the event of gross misconduct on its part in the non-compliance rules of the art.

5.2 - Customer Duties

The Customer is a professional with the competence in his specialty as a user and he is a master of the definition of his needs and constraints and the purpose of the product, with the advice and expertise of QiOVA. The Customer has an obligation to provide all complete, accurate and reliable information and information regarding in particular:

- Its clearly expressed needs
- The operating and environmental conditions of the product,
- The composition and peculiarities of the materials and other elements that the product will have to implement,
- The qualification of the operators.

The satisfaction of its needs will depend in large part on this information.

QiOVA cannot be held responsible for the consequences of an omission or error in the items provided by the Customer.

This collaboration is also intended for the study, implementation and development phases of the product.

The Customer undertakes to pass on the information useful to the implementation of the product, including security, to the potential sub-buyer.

5.3 - Poaching - Hiring

The Customer undertakes not to debauch or hire the QiOVA staff who participated in the performance of the contract between the two parties, during the entire duration of the execution and for two (2) years after the end of this contract. In the event of the debauching of the employees who participated in the performance of the contract, a penalty equal to one (1) year of gross salary will be attributable to the Customer, unless explicit agreement beforehand.

6 - Regulations

QiOVA is committed to delivering products that comply with the technical regulations and technical standards for which it has explicitly declared compliance.

The Customer or, if necessary, the user, is responsible for the implementation of the product under normal conditions of use and in accordance with the safety and environmental laws in force at the place of use as well as the rules of the art. of his profession.

It is the customer's responsibility to choose a product that corresponds to his or her own technical need set and, if necessary, to ensure that the product is in line with the proposed application and that the regulations are in place.

7 - Export and import control

Some products may contain technologies and software subject to US and EU export control laws and the laws of the country where they are delivered or used, including regulations on goods to be used of military or dual use, which may result in the requirement of export or import licences.

The Customer will do its business with all the rules governing the export and import of the products and parts it incorporates and will not be able to invoke a case of force majeure or other exoneration in the event of an import ban for these products or their components.

The Customer is required to inform QiOVA in advance of the existence of such regulations when they will be applicable to its supplies or benefits and they include obligations for QiOVA.

In the event that the required permissions are not obtained, QiOVA may cancel the sale.

Products may not be sold, leased or transferred to restricted users or countries, or who would use them for the purpose of mass destruction or genocide.

QiOVA will not be responsible for delays and other consequences due to the application of these regulations. Contractual deadlines are extended

by the time it takes to obtain the authorizations. In any event, the invoice will have to be paid under the terms of these business conditions or by the specific conditions.

8 - Packaging

Unrecorded, product-appropriate packaging made to the QiOVA standard is not included. They comply with applicable environmental regulations depending on the destination of the products. If the Customer wants a specific packaging (outdoor, maritime, waterproof storage, etc.), he is obliged to ask QiOVA expressly before the conclusion of the contract. The costs of the packaging mentioned in the offer are the responsibility of the Customer. The customer is committed to removing packaging in accordance with local environmental law.

9 - Price

Prices are set in Euros, excluding taxes, excluding transport, insurance, packaging, and unless explicitly agreed, to the provision of "departure factory" or warehouses of QiOVA (EXW/ICC2010 - Qiova, 828 rue Adrienne Bolland, 42160 Andrézieux Bouthéon, France).

Bank fees related to payment by bank transfer are exclusively borne by the Customer.

Prices correspond exclusively to the products and services specified in the offer taking into account the constituent elements of the accepted order.

Services, as well as additional supplies, are charged extra. Unless there is a different agreement, specific or application studies and pre-studies are not included in the price.

The application of section 1223 of the Civil Code relating to the faculty of partial acceptance is expressly waived.

10 - Delivery

10.1 - Costs and risks

Delivery is deemed to be made, unless explicitly agreed, to the provision of "departure factory" or warehouses of QiOVA (EXW/ICC2010 - Qiova, 828 rue Adrienne Bolland, 42160 Andrézieux Bouthéon, France).

The transport, insurance and handling operations are borne by the customer and at the expense, risks and perils from the time of the availability.

As soon as the transport is made available, the risks are transferred to the Customer, regardless of the mode of transport, the terms of the cost of transport and even if the transport is provided by QiOVA.

The immediate transfer of risk does not prevent QiOVA from exercising its retention of title clause or its right of retention. If the agreed date is exceeded, while the customer has not yet removed the product, a storage fee may be charged.

10.2 - Checking

In all cases, the Customer must, at his own expense and under his responsibility, check or have the quantities and condition of the products checked as soon as they are received.

In case of defects, non-compliance, damage, deterioration or missing, it must, in addition to reservations to be made on the delivery or removal voucher, make reservations or exercise its remedies against the carriers in time and legal forms, Articles L133-3 and L133-4 of the Code of Commerce.

Failing that, the Customer will be deprived of any recourse against the carrier and QiOVA for defects, non-compliance, damage, deterioration or missing. A reference such as "subject to unpacking" has no legal value and cannot constitute a reserve.

A claim made by the Customer does not suspend the obligation to pay for the compliant products delivered

10.3 - Deadlines

The specified delivery times are always for products made available to the customer in QiOVA stores or warehouses, regardless of the mode of transport of the products. They run from the date of the final acceptance of the commission written by QiOVA. However, they do not run if the Customer has not met one or more of its obligations, including: payment of the down payment if it has been agreed, delay in payment, provision of all necessary information and authorizations, validation of plans for specific products or agreement on how to implement, supply of supplies that are due to it, if any. They are suspended in case of force majeure.

Delivery or delivery times, unless expressly agreed otherwise, are indicative and are kept as far as possible: delays in relation to the stipulated time limit cannot justify the cancellation of the order, the refusal of delivery or the termination of the contract, or give rise to

damages, compensation or penalties except in the event that they were expressly agreed upon.

Partial deliveries are permitted unless otherwise stipulated in the contract.

QiOVA is released, as of right, from any contractual deadlines in the event of non-performance by the Customer of any of its contractual obligations.

10.4 - Penalties for delayed delivery

In the event that late delivery penalties have been agreed, they have the value of lump sum compensation, release and are exclusive to any other penalty or compensation. Under no circumstances will they exceed 0.5% of the value of the product late, per whole week of delay, with a maximum accumulation of 5%.

11 - Installation, testing and reception

The following provisions apply where the product under contract is equipment and it has been agreed that the assembly, installation, testing and/or commissioning are provided by QiOVA (which may delegate or outsource all or part of it, to anyone of their choice).

11.1 - On-site access, facilities and infrastructure

The Customer is committed to providing QiOVA with its prevention plan for access to the site on the agreed date QiOVA will ensure compliance with this plan by its staff.

The Customer undertakes to make the necessary competent staff available to QiOVA free of charge. The Customer must provide the facilities and services (including offices, amenities, fluids and energies, consumables and accessories, etc.) necessary for the correct execution of on-site operations. After use, these facilities will be returned to the Customer and QiOVA will not be held responsible for their normal wear and/or any damage resulting from their reasonable use.

All the infrastructure necessary for the proper operation of the delivered product (cables, power supplies, connections, aerations, all easements, foundations, civil engineering) will be carried out by the Customer, at his own expense and under his responsibility.

QiOVA's responsibility for compliance or deadlines will be waived if the Customer has breached his obligations.

11.2 - Reception

The Customer is required to receive the product by which he acknowledges compliance with the contract. QiOVA will notify the Customer in writing of the date of final receipt.

In the event that the product is made up of a set of materials this set may be the subject of a global reception, but each material may be the subject of a separate reception valid for this element.

The contract provides for the terms of receipt and its finding in a minutes signed by both parties.

The warranty starts at the signing of the final receipt minutes.

The contract provides for the terms of billing and payment period. In the absence of an explicit written definition, the balance invoice is due to the signing of the receipt minutes.

The Customer prohibits any use or commissioning of the product before receipt, unless expressly agreed by QiOVA; in the absence of such an agreement, any use or full or partial commissioning will have the value of a receipt.

12 - Payment

12.1- Conditions

The terms and conditions of payment will be determined in the contract.

In the absence of an explicit definition in the contract, the payment terms are: 100% down payment on order.

In the case of the sale of spare parts, and unless otherwise stated, prices are for cash payment on the date of delivery.

12.2 - Deadlines

The invoice mentions the date and place of payment.

Installments are always paid in cash.

The remaining payments are paid no later than 30 days after the invoice is issued, unless a shorter time frame has been agreed upon. Contractually agreed payment dates cannot be unilaterally challenged by the Customer under any pretext, including in the event of a claim or dispute, for whatever reason (delivery claim, request for guarantees, etc.).

Advance payments are made without a discount unless there is a specific agreement.

12.3 - Delays

Under Article L 441-6 of the Code of Commerce, any late payment makes it due as of right, from the first day after the settlement date on the invoice:

1/ Late penalties. They will be determined by the application of the European Central Bank's refinancing rate plus ten points.

2/ A lump sum allowance for collection costs, amounting to 40 euros (Article D 441-5 of the Code of Commerce). Under article L441-6 above, where the recovery costs exposed are greater than the amount of this lump sum, QiOVA is also entitled to claim additional justified compensation.

In addition to the above penalties and allowances, the late payment may give rise, if any, to QiOVA's forfeiture of the contractual payment term, with all the sums due immediately due.

QiOVA's use of one or more of the provisions of this article does not deprive it of the ability to implement the property reserve clause stipulated below.

In the event of non-performance or imperfect performance of its commitments by the Customer, and in particular in the event of a delay in payment, QiOVA may "refuse to carry out or suspend the performance of its own obligation" under Article 1217 of the Civil Code and may in to implement its right of detention, in accordance with Article 2286 of the Civil Code.

12.4 - Prohibition of statutory debit notes

In accordance with Article L 442-6 I 8 degrees of the Code of Commerce, any practice of debit or automatic or unilateral credit note is prohibited. Any statutory debit will constitute an unpaid payment and will result in the application of the provisions of these terms and conditions governing late payments.

12.5 - Customer status change

In the event of a deterioration in the customer's situation as noted by a financial institution or attested by a significant delay in settlement or when the financial situation differs significantly from the data made available, the delivery will only take place in and QiOVA reserves the right to change the terms of payment.

13 - Property reserves

QiOVA retains full ownership of the property under contract until the principal and accessories price is fully paid, in accordance with Articles 2367 and following of the Civil Code and L. 624-16 and following of the Code of Commerce.

However, from the time of making it available, the Customer assumes full responsibility for any damage set in the way or caused by these property.

In the event of a resale, QiOVA will be able to operate a right of continuation by claiming the claim directly from successive purchasers. The Customer user of the product does not resell it until he has paid the full price.

In the event of the claim being made, the instalments that have already been paid will remain definitively acquired from QiOVA as compensation, without affecting the possibility for QiOVA to obtain full compensation for its injury.

14 - Intellectual Property - Confidentiality

14.1 - Intellectual property

All plans, studies, descriptions, technical documents or quotes submitted by one of the parties to the other party are provided in the context of a loan for use whose purpose is to evaluate and discuss the commercial offer of QiOVA, and then, in the event of an order, performance of the contract. They may not be used by the other party for other purposes or communicated to a third party without the prior consent of the party who owns these documents.

Each of the parties retains all material and intellectual property rights over their forwarded documents. These documents must be returned to him at first request.

Moreover, QiOVA's studies, even developed as a result of the specifications to improve the product, remain its exclusive property and cannot be communicated, executed or reproduced without its written permission.

The payment of the studies does not carry any transfer of any intellectual property right to the Customer.

No transfer of intellectual property can take place unless there is a written and prior contract.

The price of the product and/or services does not involve the transfer of intellectual property and know-how, which remain the property of QiOVA, including the intellectual property rights of software, applications, databases and specific developments even made under the contract.

There is no legal requirement for QiOVA to provide the Customer with the manufacturing plans.

Prototypes transmitted to the Customer are covered by strict confidentiality. They can only be communicated to a third party with the express permission of QiOVA.

The Customer guarantees that at the time of the conclusion of the contract the content of the documents and information it transmits and their conditions of implementation do not use intellectual property rights or know-how held by a third party. It guarantees that it can be disposed of freely without violating a contractual or legal obligation.

It guarantees QiOVA the direct or indirect consequences of any liability action resulting, in particular, from infringement or unfair competition.

14.2 - Confidentiality - Business Secrets

The parties agree to a confidentiality obligation relating to any oral or written information, regardless of the medium (discussion reports, plans, computerized data exchanges, activities, facilities, projects, know-how, products, etc.) exchanged in the preparation or execution of the contract, even in the event of unsuccessful talks, except information that is generally known to the public or information that will become otherwise known other than through fault or by fault of one of the parties.

As a result, the parties agree to:

- keep all confidential information strictly secret, including never disclosing or disclosing, in any way, directly or indirectly, any or all of the confidential information, to anyone, without written and prior authorization from the other party
- do not use all or part of the confidential information for purposes or for an activity other than the performance of the contract;
- do not copy or imitate any or all of the confidential information or make products using that information.

The parties undertake to take all necessary measures to ensure compliance with this obligation of confidentiality, throughout the duration of the contract and even after its expiry, and are strongly concerned that this obligation is respected by all of their Employees. This obligation is an obligation of result.

Any breach of these confidentiality commitments will constitute a breach of the provisions of the 2016/943 Directive of 8 June 2016 on the protection of undisclosed business know-how and information (the (2018-670) of July 30, 2018, transposing this Directive, which QiOVA and the Customer agree to comply with.

15 - Unpredicting - Major Force

15.1 - Unpredicting

In the event of an unpredictable change in circumstances at the time of the contract, which makes the performance excessively onerous for a party, the parties will renegotiate the modification of the contract in good faith. The following events are not limited in this list: changes in the price of raw materials, changes in tariffs, changes in the exchange rate, changes in the price of foreign exchange, changes in legislation. If the renegotiation is refused or failed, the parties may agree on the resolution of the contract, the date and conditions they will determine, or ask the judge to proceed with its adjustment. If no agreement is reached within a reasonable period of time, the judge may, at the request of a party, revise the contract or terminate it, on the date and conditions it sets, in accordance with Article 1195 of the Civil Code. QiOVA therefore states that it does not accept in advance the risk of such changes in circumstances, as such acceptance may only result from a specific, written and prior convention. No firm price stipulation or other reference can be construed as such an acceptance of this risk.

15.2 - Major Force

None of the parties to the contract may be held responsible for its delay or failure to carry out any of its obligations under the contract if that delay or failure is the direct or indirect effect of a force majeure case.

There is force majeure when an event beyond the control of a party, which could not reasonably be foreseen at the time of the contract's conclusion and whose effects cannot be avoided by appropriate measures, prevents the performance of its obligation.

If the impediment is temporary, the obligation is suspended unless the resulting delay justifies the resolution of the contract. If the duration of the prevention exceeds one month, the parties will have to consult as soon as possible to review the progress of the contract in good faith.

If the impediment is final, the contract is resolved as of right under the terms of Sections 1351 and 1351-1 of the Civil Code, if any, to the party that is prevented.

Although this list is not limited, the following events are considered to be cases of force majeure:

- the occurrence of a natural cataclysm,
- earthquake, storm, fire, flood etc.,
- armed conflict, war, attacks,
- labor dispute, total or partial strike at QiOVA or the Customer,
- labor dispute, total or partial strike among suppliers, service providers, carriers, posts, utilities, etc.,
- a mandatory injunction by the government (import ban, embargo, etc.),
- operating accidents, broken machinery, explosion,
- supplier deficiency.

Each party will inform the other party, without delay, of the occurrence of a case of force majeure which it will be aware of and which, in its view, is likely to affect the performance of the contract.

16 - End of product life

For the products or products subject to the contract and covered by the Electrical and Electronic Equipment Waste Regulations (EEA) covered by Decree No. 2014-928 of August 19, 2014 codified in Articles R 543-172 and following of the Code of QiOVA complies with its obligations under Articles R543-195 and subsections of the Environment Code.

The Customer undertakes to use the means implemented by QiOVA when he wishes to get rid of these products, or if necessary to pass this information on to all successive purchasers of those products.

17 - Guarantee and liability

17.1 - Contractual guarantee

17.1.1 - Definition

QiOVA undertakes to remedy any malfunction awaiting a defect in design, construction, materials or execution, within the limits of the following provisions. QiOVA's obligation does not apply in the event of a defect awaiting either a design or an implementation imposed by the Customer.

17.1.2 - Duration - Starting Point

This commitment, unless stipulated, applies only to defects that have occurred during the warranty period from the date of delivery, no later than 3 months after the availability. Unless otherwise stated explicitly in QiOVA's offer, the guarantee period is 12 months.

In the event that QiOVA is an integrator of a product it has acquired, the starting point of the warranty on that product is the date on which it is delivered to QiOVA.

The warranty is limited to the choice of QiOVA, the repair or replacement of parts returned to its workshops at the customer's expense and risk and recognized as defective by QiOVA.

Replacing or repairing parts as part of the warranty does not extend the warranty period.

17.1.3 - Customer's obligations

In order to invoke the benefit of these provisions, the Customer must notify QiOVA in writing of the defects it attributes to the product and provide any justification as to the reality of these provisions. It must give QiOVA any facility to identify these defects and assess whether the terms of the warranty are met.

17.2 - Responsibility

QiOVA's civil liability, in all cases except personal injury and gross misconduct, is limited to 50% of the HT price of the cashed supply.

In case of custom work on a part provided by the Customer, QiOVA's liability in the event of loss, deterioration or scrap of the part is capped at the HT price of the service.

QiOVA will only be liable for direct material damage caused to the Customer, which would result from faults in the performance of the contract that are exclusively attributable to it. It will not be required to compensate for intangible damages or indirect damages, such as loss of exploitation, production, profit, loss of opportunity, commercial damage, loss of image, loss of earnings, etc.

Its liability cannot be incurred under any additional insurance.

17.3 - Exclusions of guarantee and liability

17.3.1 - General Cases of Exclusion

Any guarantee and liability is excluded for incidents of force majeure or in particular:

- Implementation, assembly, installation, use, incorrect, inadequate or non-compliant maintenance of the requirements that QiOVA or the manufacturer of the product will have, or the rules of the art of use,
- The non-compliance by the Customer, the user or a third party with the safety and environmental regulations applicable to them,
- The customer's use of the product under operating and environmental conditions not mentioned in the contractual specifications;
- Neglect, lack of supervision,
- The commissioning or installation by the Customer without the assistance of QiOVA in the event of a conflicting reception,
- The modification or refurbishment of the product or the addition or integration of parts or elements by the Customer, the user or a third party, without the written and prior approval of QiOVA,
- Defects that result in all or part of the normal wear of the product,
- Damage, defects or accidents attributable to the Customer, the user or a third party, a fault committed by the Customer in connection with the performance of the contract,
- Any errors or omissions in specifications, in designs or technical solutions imposed by the Customer,
- A case of force majeure as defined in these terms and conditions.

The guarantee will be suspended in the event of non-payment by the Customer of one of the contractual payment terms.

17.3.2 - Prototypes

A prototype is understood as the first copy of an object intended to be reproduced and on which the latest developments remain to be made.

All liability and warranty are excluded for damages of any kind resulting from the supply, installation and maintenance of prototypes.

17.3.3 - Regulatory Compliance

The offer incorporates the regulatory requirements and more generally the known safety requirements of QiOVA at the time it is established. If these requirements are changed between the delivery of the offer and the complete execution of the contract, compliance is not the responsibility of QiOVA, which will send the Customer a supplementary offer to this effect.

Similarly, if, in the same period, QiOVA receives necessary information for the product, which it did not have at the time of the establishment of the offer, the additional modifications or equipment or equipment made necessary accordingly, will make the subject of a complementary offer.

Any intervention on the product by the Customer, by the user or by a third party not approved by QiOVA that may result in a change in security conditions results in the cancellation of the CE compliance declaration issued by QiOVA. Replacing a safety-affecting part with a non-original part also results in the cancellation of that statement.

18 - Resolution - Contractual sanctions

No resolution clause may have effect unless it is expressly accepted by QiOVA, with sufficient time to execute after a formal notice and specifically mentioning commitments whose non-performance may result in resolution.

The application of section 1222 of the Civil Code, relating to the creditor's ability to enforce the obligation himself, is expressly excluded.

No request for a price reduction, for any reason and in particular on the basis of Article 1223 of the Civil Code, can be implemented without prior and express agreement from QiOVA.

19 - Disputes

The fact that QiOVA does not avail itself at any given time of any of the terms and conditions cannot be construed as a waiver to avail itself of it at a later date.

The nullity of any of the terms of these terms and conditions will not affect the validity of the other clauses.

Any Customer document written in a language other than the French language will not be considered enforceable unless QiOVA explicitly agrees to accept its opposability. In the event of differences in interpretation between a text in French and a text in a foreign language, the French text will prevail.

QiOVA and the Customer undertake to attempt to settle their disputes amicably before resorting to any other means of settlement. In the absence of an amicable resolution within one month of the first application, each of them will be able to seek mediation or refer the matter to the appropriate court.

In the absence of an amicable agreement, the Lyon Commercial Court is the sole competent, regardless of the terms of the sale and the method of payment, even in the case of a warranty appeal or a plurality of defendants.

French law is the only law applicable to the contract and its aftermath. In the case of export, the 1980 United Nations Convention on International Goods Contracts, known as the Vienna Convention, and in the alternative, French law, is applied.

20 - Languages

These terms and conditions are written in French and translated into English. Only the French version is authentic.