



GENERAL TERMS AND CONDITIONS OF SALE

1. GENERAL

Any sale of products or equipment (hereinafter referred to as the "Equipment") by Alytech SAS (hereinafter referred to as the "Supplier") implies unreserved acceptance of these General Terms and Conditions of Sale. These may only be waived, supplemented, or modified by express specific provisions set forth or accepted in writing by the Supplier. They prevail over any other contractual and/or commercial provisions of the Client, including those appearing on purchase orders and/or the Client's general terms and conditions of purchase, unless specific or categorical conditions are agreed upon in writing by the Supplier.

The Equipment marketed by the Supplier may incorporate one or more embedded software programs, databases, and/or interfaces (hereinafter collectively referred to as the "Software"). The Client acknowledges that the acquisition of Equipment in no way entails a transfer of ownership of the Software, but only the granting of a right of use under the conditions defined herein.

2. ORDERS

Any order, order modification, or purchase offer made by a Client shall be subject to the Supplier's written acceptance. The Client is required to review the technical and commercial documentation related to the Equipment before placing any Order. In particular, the Client must verify that the Equipment meets all prerequisites, notably technical and/or connection requirements, allowing for its use, as the Supplier is not responsible for the unsuitability of the Equipment for the Client's needs.

3. PRICE AND PAYMENT TERMS

3.1. Price lists established by the Supplier are provided to the Client for information purposes only. All orders are invoiced at the rates in effect on the day of the Order and, where applicable, at the rates specified in the specific commercial proposal sent to the Client, respecting the validity date of said offer.

3.2. Our prices are:

In EURO, excluding taxes; VAT is additional at the rate in effect on the date of actual delivery or service.

- Ex-works from our warehouse in Juvisy-sur-Orge (INCOTERM EXW Juvisy).
- For deliveries in mainland France for an order under €300 HT, a surcharge will be applied for administrative costs.
- Prices do not include processing, shipping, transport, and delivery costs, nor any customs duties and insurance, which remain the Client's responsibility and are invoiced additionally.

3.3. Invoices are payable within 30 days net from the invoice date, in full and in a single payment, without discount, unless specific payment terms were previously accepted explicitly and in writing. For any order exceeding €10,000 HT, a deposit may be requested, payable upon ordering (cash payment). All Export orders are subject to order processing fees and must be paid before shipment.

3.4. Invoices are considered definitively accepted without claim within 15 days of issuance. In accordance with Article L. 441-6 of the French Commercial Code, late payment penalties will be due automatically at an interest rate of 12% per annum. A flat-rate indemnity for recovery costs of €40 will be added to the late penalties for each invoice. If a recovery procedure by a third party becomes necessary, a penalty clause equal to 15% of the remaining sums due will also be exigible.

3.5. Alytech SAS reserves the right to suspend credit or demand payment upon ordering in the event of a serious change in a client's solvency or non-compliance with payment terms.

4. EMBEDDED SOFTWARE LICENSE

4.1. When the Equipment includes Software, the total price invoiced includes the financial consideration for the Software user license.

4.2. The license is granted for the duration of the Equipment's use and solely for the installation site declared by the Client. Any use on other equipment or sites requires a separate license and written agreement.

4.3. Maintenance, support, and update services are invoiced separately according to current rates.

5. DELIVERY – SHIPMENT

5.1. Delivery times are given in good faith but are for indicative purposes only. The Supplier shall not be held liable for any damages resulting from delivery delays.

5.2. In the absence of specific instructions, the means of shipment will be chosen by the Supplier to the address indicated by the Client.

6. TRANSFER OF OWNERSHIP AND RISKS

6.1. Retention of Title: The Supplier expressly reserves ownership of the Equipment until full payment of the price. Until then, the Client bears the risk of any damage the equipment might suffer or cause.

6.2. Regardless of the date of transfer of ownership, the transfer of risks (loss/deterioration) occurs as soon as the goods are handed over to the carrier.

6.3. In case of non-payment, the Supplier may reclaim the goods, and any deposits paid will be kept as compensation.

7. INTELLECTUAL PROPERTY

The Supplier remains the owner of all intellectual property rights related to the Software and intangible elements (firmwares, plans, studies, etc.). No ownership rights are transferred to the Client. The Client is granted a non-exclusive, personal, and non-transferable license strictly for internal needs and the operation of the provided Equipment. Decompilation, reverse engineering, or modification of the Software is strictly prohibited.

8. WARRANTY

8.1. New equipment is guaranteed against malfunctions for one (1) year from the date of shipment, covering parts and labor, excluding consumables.

8.2. Repairs performed after the initial warranty period are guaranteed for 6 months for the parts replaced.

8.3. Warranty Exclusions: The warranty does not apply in cases of lack of maintenance, use of non-original parts, unauthorized modifications, repairs by unauthorized persons, or external damage.

8.4. Conditions: The Supplier will repair or replace defective parts. For on-site repairs, the Supplier covers travel expenses for the first 90 days of the warranty. Shipping to the Supplier for repair is at the Client's expense; return shipping is at the Supplier's expense.

8.5. Consumables (seals, needles, syringes, fuses, tubes, etc.) are not covered by this warranty.

9. FORCE MAJEURE

The Supplier reserves the right to cancel orders if execution is made impossible by a force majeure event (war, strikes, epidemics, transport interruptions, etc.).

10. COMPETENT COURT

The Commercial Court of Evry (Tribunal de Commerce d'Evry) shall have sole jurisdiction over any dispute relating to any sale of Equipment performed by the Supplier.