GENERAL CONDITIONS OF SALE - FONROCHE LIGHTING – INTERNATIONAL

These General Conditions of Sale apply to all sales/supplies of products/services (hereinafter referred to as the “Products”) that are commercialised by FONROCHE LIGHTING (hereinafter “FL”) outside of Metropolitan France. These general conditions of sale can be consulted online at www.fonroche-ecolairesenlaine.com and are attached to the Acknowledgement of Receipt of each of the orders placed by the Purchaser.

The Purchaser acknowledges prior to placing any orders that it has consulted the general conditions of sale. Consequently, the signature of any and all purchase orders shall entail automatic, full and unreversed acceptance by the Purchaser of these general conditions of sale, to the exclusion of all others, but without prejudice, however, to any specific conditions that may have been agreed by separate contract between FL and the Purchaser. These general conditions shall take precedence over all the Purchaser’s conditions of purchase, notwithstanding any provisions to the contrary.

1. PRODUCTS

The prices and information stated on the communications media, as well as the price lists, are for information only, as FL reserves the right to make all modifications concerning the design, form, sizes or materials of these Products for which the sketches and descriptions are shown on the communications media. The technical characteristics of the Products are for information only and may not, under any circumstances, be considered as forming part of the contract or giving rise to claims regarding or reductions of the price of the Product.

2. ORDERS AND ACCEPTANCE OF ORDERS

(i) Orders

In order to be deemed an offer to purchase, all requests by the Purchaser must include all the requisite information and, in particular, the description of the Products ordered (reference number of the technical study), the quantity and the delivery terms (place, timeframe, etc.), as well as the price (notified by FL and valid at the time the order is placed, i.e., except as otherwise provided for, 60 days as from it being sent or issued to the Purchaser). The information notified for conducting the technical study (the “Study”) is contractual in nature, and includes but is not limited to:

- The geographical location (specific climatic area, whether the area is affected by snow and wind or sand and dust, atmospheric pollution, if the location is a coastal area, if the location required a special insulation against rain, etc.);
- The use and intended purpose (private, public, roads, functioning, intensity and other characteristics);
- The technical characteristics (type, dimensions, colours, etc.);
- The applicable administrative information notified by the Purchaser (zoning regulations that are applicable to the area, etc.).

In this respect, the Purchaser undertakes to use the Product in ways that comply strictly with the information that it declared at the time of the Study.

All orders must be accepted in writing by FL. To this end, FL shall confirm its agreement to the Purchaser within eight days in the form of a Contract, which shall contain the following items in the order of priority listed below:

1. The Specific Conditions
2. The General Conditions of Sale
3. The acknowledgement of receipt of orders
4. The installation instructions for the products provided by FL

The orders placed by the Purchaser constitute a unilateral, irrevocable promise to purchase, the withdrawal of which shall therefore be treated as serious faults, as soon as FL has accepted the order, the sale shall become firm and definitive, as from the date of acceptance by the Parties. All cancellations, withdrawals or reductions of an order, without FL’s express agreement, shall constitute a breach of its obligations by the Purchaser. In this case, in accordance with the law, FL reserves the right to take legal action in order to obtain compulsory performance or the cancellation of the order, to the sole prejudice and detriment of the Purchaser.

The benefit of the order is personal with respect to the Purchaser and cannot be assigned without FL’s agreement. FL accepts orders subject to an agreement between our client Credit Insurance and the Purchaser, which guarantees the amount of the Purchaser’s client credit. If our client Credit Insurance for the Purchaser does not guarantee the order, specific means of payment or guarantees shall be implemented and discussed for each transaction.

An invoice shall be issued that corresponds to each delivery. The effective date of delivery shall be both the invoice date of issue and the starting point for the computation of the due date in the event of deferred payment.

(ii) Changes to orders

The Products sold by FL are manufactured after receipt of the order. Consequently, all changes to or cancellations of orders must be requested in writing by the Purchaser, and shall only be accepted by FL according to the state of progress of the order fulfillment. If FL does not agree to the change or cancellation, the down payments made shall not be returned, nor the costs of paint removal or paint refurbishment, as well as damages, may be invoiced.

All changes shall necessarily give rise to the signature of a rider to the Order or, regardless of the extent of the changes made. A change shall be understood to mean all requests for modifications of the technical characteristics of the Products, or changes in the laws, regulations, standards or quantities, or increases in the prices of raw materials after the date of entry into effect of the Contract.

3. DELIVERIES

(i) Deliveries

Deliveries are made in accordance with the Incoterm FCA-Plant unless stipulated otherwise in the specific conditions that bind the Purchaser and FL. Deliveries shall be made according to the state of availability and in the sequence in which orders arrive.

The delivery times are stated in the acknowledgement of receipt of the order.

Goods travel at the risks and jeopardy defined by the Incoterm stated in the specific conditions or, by default, at the risks of the Purchaser, which shall be responsible for verifying shipments, knowing the location is a coastal area, opening and checking the packages and organizing the delivery of the Products. FL shall not be responsible for losses or damages if the shipment was free on board.

FL shall, as of right, be released from all commitments regarding the delivery time if the Purchaser has not paid, not in due time, or not in full, the amount of the purchase price corresponding to the delivery of the Products.

In this regard, the Products shall not be returned and the costs of modification, paint removal or paint refurbishment, as well as damages, may be invoiced.

(ii) Returns of deliveries

The Purchaser shall also be responsible for the reimbursement of the cost of the delivery if the Purchaser has not paid, not in due time, or not in full, the amount of the purchase price corresponding to the delivery of the Products.

If the Products delivered do not meet the Purchaser’s quality requirements, the Purchaser shall, if requested by FL, bear the full costs of the return of the Products.

FL’s total liability in respect of the delay may not exceed a maximum of 5% of the amount excluding tax of the services for which FL collected payment, delivery of which is delayed. Said penalties shall take the form of liquidated damages, and shall exclude all other compensation for the Purchaser in this regard and all penalties in respect of the delay.

(iii) Dispatch

If dispatch is delayed for reasons that are attributable to the Purchaser, FL reserves the right to apply storage fees to the Purchaser for a fixed amount excluding taxes of €40 per pallet and per week’s delay.

4. HANDLING AND STORAGE

The batteries, LEDs and solar panels must be stored in a place that is protected from the elements, in their original packaging. The batteries must be installed before the date stated on the packaging.

The mechanical parts must not be stored directly on the ground for at least 1 year in order to protect them from pollution by powdery materials. They are stored. It is not recommended to store the mechanical components for a long period without adequate ventilation, in order to avoid any deterioration.

5. CARRIAGE

FL shall organise the Carriage. Responsibility and liability for Carriage are defined by the Incoterm that is stated in the specific conditions or, by default, shall be the responsibility of the Purchaser. It shall be the responsibility of the Purchaser to verify shipments upon arrival, to make known any reservations and to lodge any claims with the carrier, if even the shipment was free on board.

Our shipments, which are free on board and include packaging, shall always be understood to mean unloading by the recipient, as the driver cannot operate alone. All additional carriage expenses caused by the Purchaser (e.g. in the event of an incorrect delivery address or if the recipient is not present) shall be charged to the Purchaser. The goods are delivered against the Incoterm FCA-Plant unless stipulated otherwise in the specific conditions that bind the Purchaser and FL; otherwise, they travel at the Purchaser’s risks and jeopardy. The Purchaser must take all the necessary actions to enable and/or facilitate the receipt of the Products ordered. It must, in particular, ensure that the reception infrastructure (pump, facilities, etc.) complies with all requirements or recommendations expressed by FL in its technical documentation or by any other means. The Products shall be deemed to have been received by the Purchaser within 72 hours of the delivery of the Products to the Purchaser’s Site.

(i) Claims

Notwithstanding the statutory obligations, in order to be taken into account, all claims concerning the nature, type, characteristics, delivery notes and apparent quality of the Products must be notified to the carrier within a maximum timeframe of 48 hours, with a copy to FL.

(ii) Packaging

Packaging that is not consigned shall always be paid by the Purchaser and shall not be recovered by FL. In the absence of any specific indications on this subject, the packaging shall be prepared in accordance with the standards defined by FL.

(iii) Return of deliveries

The return of a Product that was delivered can only be accepted on an exceptional basis after first obtaining FL’s written agreement and after a delivery return acceptance number has been issued ("Return Number"). All items that do not comply with these provisions shall be
In the absence of a financial guarantee, the entirety of the price must be paid at the time of delivery. The payment conditions for the Purchasers that benefit shall provide the breakdown of this price (the price of the products, installation, and its packaging). The transfer of title to the Products is contingent on the receipt of payment in full of the price for the delivery note that is accepted and signed by the Purchaser. The warranty exclusively concerns the supply or the repair of the Products, it being specified that these warranties shall only apply to Products that are installed and used in accordance with the rules of the art, and with the local regulations and standards in force, and in complete compliance with the installation instructions provided by FL, which are part of the set of contractual documents accepted by the Purchaser. Except as otherwise expressly stated by the Purchaser, the equipment ordered is presumed to be used at the place of reference for the Technical Study referred to in Article 2. It is therefore in relation to this place that the technical characteristics of the equipment delivered are defined.

8. RETENTION OF TITLE
The transfer of title to the Products is contingent on the effective receipt in full of the price by the seller when due. However, the risks shall be transferred to the Purchaser as from delivery.

In the event of non-payment by the Purchaser, FL, without losing any of its other rights, may, by registered letter with return receipt, order the Products to be returned at the Purchaser’s expense and risk. FL may - Arrange for an inventory of the Products for which the Purchaser has not paid to be drawn up; - Recover the Products that were delivered, which must be identifiable at all times.

The Purchaser shall owe an indemnity to cover loss of value that is equal to 1% of the price of the Products per month the Products are held between delivery and return. This indemnity shall be offset against any down payments that were made. The Purchaser shall refrain from granting any pledge, right of lien or other rights to a third party on the Products and, in general, the Purchaser undertakes to do everything that is necessary in order to make it as possible, the interests of FL, in particular with regard to the owner of its premises and all other creditors.

Notwithstanding the above, the risks of loss or of total or partial damage of the Products shall be transferred to the Purchaser as soon as they are delivered. The Purchaser must, in this respect, take out all insurance policies to cover the Product and, as applicable to enable any indemnitess to be paid is to FL commensurately with any amount that is owed to it, including both principal and interest, by the Purchaser.

9. WARRANTIES
FL undertakes, in respect of the warranties offered, to provide free of charge the Product components that are needed in order to repair or replace the defective Products, it being specified that these warranties shall only apply to Products that are installed and used in accordance with the rules of the art, and with the local regulations and standards in force, and in complete compliance with the installation instructions provided by FL, which are part of the set of contractual documents accepted by the Purchaser. Except as otherwise expressly stated by the Purchaser, the equipment ordered is presumed to be used at the place of reference for the Technical Study referred to in Article 2. It is therefore in relation to this place that the technical characteristics of the equipment delivered are defined.

The warranties cover the replacement of parts if they are defective, under the following conditions:
- (i) Defects that grant the right to warranty

The warranty exclusively concerns the supply or the repair of the following parts of the Products:
- Photovoltaic panel, the battery and the LED array (lights): Replacement or repair of the product for the first five years. FL undertakes to provide the Product components that are needed to remedy any operating defect of the Products, the origin of which is a flaw in the design or materials.

Under the warranty, FL may, at its initiative alone, decide whether it is appropriate to repair or replace the components of the defective Products, without its liability being triggered over and above the warranty conditions that are set forth in this Article. In the event that FL decides to replace all or part of the Product, the warranty concerning the replaced components shall be limited to the duration of the initial warranty period. FL undertakes to provide the replaced or repaired parts and shall be paid for by the Purchaser.

The labour operations may only be performed by a third party if FL has approved said third party in writing. All other representations, warranties or conditions, whether explicit or implicit, statutory or otherwise, are formally excluded. FL does not assume any liability of any kind whatsoever concerning all losses, all damage or harm that are directly or indirectly attributable, or that are connected in any way to the quality, compliance or use of the Products.

(ii) Duration and starting point of the warranty
The warranty period shall start on the delivery date stated on the delivery note that is accepted and signed by the Purchaser or its representative. If, at the Purchaser’s request, the dispatch of the equipment that has already been manufactured in full is delayed for a reason that is beyond the control of FL, the extension of the warranty period cannot exceed three months beyond the delivery date initially defined. The warranty can only be triggered for defects that manifest themselves during the following periods:
- Photovoltaic panel: 10 years
- Battery and LED array: 5 years

(iii) Warranty exclusions
Products that are stored and installed under the following conditions are expressly excluded from the warranty:
- Use and utilisation of the Product that does not correspond to the information declared at the time of the Study;
- Geographical location, the effect of which is the occurrence of unpredictable weather conditions, winds in excess of 70km/h, etc.;
- Corrosivity:
  - o An environment, the corrosivity of which is higher than that defined in category C3 of ISO 12944 for standard products;
  - o An environment, the corrosivity of which is higher than that defined in category C4 of ISO 12944 for marine products;

- The Product’s physical installation does not conform to the physical limitations imposed by the Product;
- Caustic and/or corrosive environments (for example, including but not limited to, industrial chemical plants, very humid environments and environments that are saturated in fertilising products);
- The existence of over-voltages or non-compliant electrical facilities (over-voltages and under-voltages in excess of those defined by the applicable standards in force or current fluctuations linked to a management system that exceeds the limits specified for the Product);
- The presence of ground vibrations or tremors;
- The presence of a harmonic oscillation phenomenon or any resonance associated with movements of air around the Product;
- Failure to comply with the Installation instructions (for example, in the case of assembly errors);
- Utilisation that does not correspond to the purpose or intended use (e.g. an installation that does not comply with the rules of the art, a lack of maintenance as advised in the installation instructions provided by FL, a lack of surveillance,
storage and handling that do not comply with the conditions laid down by FL, etc.);  
- All defects arising from substances and materials supplied by the Purchaser or a design imposed by the Purchaser;  
- Products, the amount of which has not been paid in full to FL or, in the event of payment in installments, Products for which the Client has not respected the payment installment dates;  
- Defects arising from a case of force majeure, as defined in Article 11, or that originate from an act of vandalism, civil unrest, falling objects, explosion or fire, or any other situation beyond the control of FL;  

(iv) Conditions under which the warranty can be triggered  
In order to be able to claim the benefit of triggering the warranty, prior to the order, the Purchaser must have provided FL with a written and with proof of receipt, the purpose, intended use and conditions of use of the Product (in particular in connection with the Study).  
In order to trigger the warranty, the Purchaser must:  
- Inform FL, in writing, without delay, of the defects it is attributing to the equipment and provide all explanations and justifications concerning the reality thereof;  
- Make arrangements for FL to inspect and remedy said defects;  
- Moreover, unless FL expressly agrees, refrain from carrying out the repair itself or arranging for it to be carried out by a third party.  

(v) Functioning of the warranty (after-sales service)  
After receipt by FL of the request to trigger the warranty, FL may accept the request and, in this respect, issue a file number ("after-sales service return no."), or refuse the request and provide the reason(s) for the refusal to the Purchaser.  
After-sales service returns function as follows:  
1.a file number is allocated for the "after-sales service return" by FL;  
2.FL sends the equipment in a timely manner at the Purchaser’s expense;  
3.the Purchaser returns the defective equipment, at its expense, within 30 calendar days, as from the "after-sales service return number" being notified, to the following address:  
FONROCHE LIGHTING SAV  
ZAC des Champs de Lescase 47310 ROQUEFORT  
4.FL takes delivery of the technical equipment and starts the in-house technical audit;  
5.the FL in house technical audit reveals:  
- The existence of a defect that is covered by the warranty (WARRANTY):  
6.1.FL staff replace or repair the defective part at the Purchaser’s expense;  
6.2.FL sends back the equipment under warranty to the Purchaser at the Purchaser’s expense;  
6.3.the replacement equipment is returned by the Purchaser, at its expense, to FL within 30 calendar days of receipt of the returned equipment.  
6.4.the parts and labour not covered by the warranty*, if any, are invoiced.  

That there are no defects covered by the warranty (NO WARRANTY):  
7.1.a quote is drawn up for the repair of the equipment that is under warranty;  
7.2.the repairs are performed or the unrepaird equipment is returned (at the Purchaser’s choice);  
7.3.the replacement equipment is returned by the Purchaser, within 30 calendar days of receipt of the equipment under warranty  

7.4-FL invoices a flat-rate amount for the loan of the replacement equipment, and for the costs of the technical audit, carriage and travel.  
*After-sales service repairs or replacements are, as a priority, dealt with in FL workshops. Nevertheless, in the event that, given the nature of the equipment or repair must take place on the site where the equipment is installed, the cost of carriage of the equipment or of the defective parts, as well as that of the return of the repaired or replaced equipment or parts, shall be borne by the Purchaser, as shall FL's traveling and accommodation expenses in the event of repair on the site where the equipment is installed.  
FL shall recover title to parts that are replaced free of charge.  
This warranty cannot be assigned or transferred.  
All repairs or all replacement upon warranty cannot result in the warranty period being extended. FL reserves the right to modify the equipment hardware in order to comply with its obligations.  
In the event of failure to return equipment that is under warranty or replacement equipment by the Purchaser, within the timeframes mentioned above (in sections 3.6, 3.7 and 7.3), a penalty for late performance of an amount of two hundred (200) euros per day's delay shall be applied, without any prior formal notice having to be served by FL.  
The total amount of the penalties invoiced to the Purchaser may not exceed 5% of the total amount of the contract.  

10. RECYCLING  
The Purchaser represents that it has been validly informed of the fact that FL is a recycling facility that makes it possible to limit the environmental impact of the Products when they are dismantled.  
In this respect, the Purchaser undertakes, in the event that its Products are disposed of by FL as a recycling partner and to propose to it, as a priority over all third parties, to carry out the recycling operations for its Products. Absent FL's written agreement within fifteen (15) days of the Purchaser's proposal concerning recycling, the Purchaser may validly route its dismantled Products to other recycling channels.  

11. FL'S LIABILITY  
(i) Liability for direct and indirect damage to property  
FL is not required to compensate the harmful consequences of faults by the Purchaser or third parties concerning the performance of the Contract, or the harm that results from use by FL of technical documents, data or any other resource provided, use of which is imposed by the Purchaser and that contain errors that were not detected by FL. Under no circumstances may FL's liability be triggered in the event of indirect damage to property.  
(ii) Liability for direct and indirect consequential damage  
Under no circumstances shall FL be required to indemnify directly or indirectly the Purchaser or third parties, and are provided for therein have the nature of liquidated damages that entail discharge and exclude all other sanctions and indemnification.  
(iii) Liability limitation  
Other than the compensation of bodily injuries, regardless of the cause, FL's liability is limited to an amount that, absent any provisions to the contrary in the specific conditions, is capped at a maximum amount that corresponds to 10% of the monies received in respect of the supply or the service on the date of the claim.  
The Purchaser shall be held to waive the recourse by its insurers or third parties with which it has a contract, against FL or its insurers, in excess of the limits and for the exclusions defined above.  

12. OWNERSHIP - CONFIDENTIALITY  
FL shall retain in full all the intellectual property rights to its projects, studies and documents of all types, which may not be disclosed or performed without its written authorisation, and must be returned to it at its first request.  
Throughout the duration of its contractual relations with FL and for five (5) years after the expiration thereof, the Purchaser undertakes not to disclose to any person or entity whatsoever, in any form whatsoever, any information concerning the processes, methods, patents and other forms of intellectual property that are directly or indirectly used by the Products of it which may be aware of or that may be brought to its attention.  
The technology and know-how, whether patented or not, as well as all the industrial and intellectual property rights concerning the Products and services, shall remain the exclusive property of FL. The Purchaser is only granted a non-exclusive licence to use the Products.  

13. FORCE MAJEURE  
FL's liability may not be triggered under any circumstances due to a delay in or any shortcomings whatsoever in the filling of an order, provided that they are attributable to cause beyond its control. FL may not be deemed to be liable in the event of a breach of one of its contractual obligations, if this non-performance is caused by a case of force majeure, i.e., an event that is unforeseeable, unavoidable and extraneous with regard to FL.  
By express agreement, it is understood that the following events, in particular, shall constitute cases of force majeure: fire, strikes, unrest, riots, floods, epidemics, administrative or judicial seizures, embargoes, quarantines, restrictions, wars, defaults by sub-contractors, acts of state, restrictions on foreign exchange, imports or exports, unforeseeable circumstances, actions or omissions by the Purchaser, or defaults or delays on the part of the carrier.  
The performance of the obligations shall be suspended if a force majeure event occurs that is beyond the control of FL, which makes it impossible for it to perform its obligations, without it being possible for the Purchaser or third parties to seek compensation for this event in respect with regard to the Client, or to claim any associated indemnification from it by the Client.  
FL shall resume performance of its obligations when the disappearance of the force majeure has been duly observed.  
The performance times for the obligations, in particular those provided for filling the order, shall be extended by a period that is equal to that during which the force majeure situation persists.  
If the situation continues for more than 30 days, the parties shall meet in order to determine whether they intend to pursue the performance of their respective obligations and, if not, the order shall be cancelled as of right with no indemnities being owed by either party.  
It is however specified that in the event of an insurance-related expert appraisal, the aforementioned timeframe may, as necessary, be extended as a result.  

14. CHOICE OF FORUM AND APPLICABLE LAW  
The general conditions of sale are governed by French law.  
In the event of a dispute, solely the Agen (47) Commercial Court shall have jurisdiction, even in the event of third-party notice, interlocutory applications or multiple defendants. If the action includes any form of urgent measure whatsoever, solely the urgent applications judge of the Agen District Court shall have jurisdiction, regardless of the measure requested and where the litigious Product is located.  
No acceptance of payment by cheque, bills of exchange or any kind of instrument that is issued in another place shall bring about a derogation from or novation of this choice of forum clause.  

15. OTHER PROVISIONS  
The fact that FL does not, at any time whatsoever, avail itself of one of the provisions of the general conditions of sale may not be construed as a waiver of the right to avail itself of this provision at a later date.  
FL has taken out an operating liability insurance policy and an insurance policy to cover its civil liability following delivery/work/services. No guarantee concerning ten-year construction liability insurance may be provided in respect of this Agreement.  
No amendment of these general conditions of sale shall be valid if it is not evidenced in writing between FL and the Purchaser.  
These general conditions of sale shall prevail over all other general conditions issued by FL.  
Any invalidity of part of the provisions of these general conditions of sale may not affect the validity of the other conditions.