

GENERAL TERMS AND CONDITIONS OF SALE

I APPLICATION AND ENFORCEABILITY OF THE TERMS AND CONDITIONS OF SALE

Our sales are subject to these Terms and Conditions, which prevail over all terms and conditions of purchase, unless expressly and formally accepted by us.

Placing an order is deemed as acceptance by the buyer of the Terms and Conditions of Sale and Service of LMREA acknowledgment of being fully familiar with them and renunciation of its own terms and conditions of purchase.

When an estimate is established by LMREA, it represents special conditions that may modify and/or supplement the Terms and Conditions. If an order is received from the buyer, it will only be considered as definitively accepted by LMREA after it has been accepted by us, with this acceptance then constituting special conditions.

II ORDERS

Orders are only definitive after confirmation of the order in writing by the seller in the form of confirmation of order receipt.

Orders may be subject to payment of a deposit, the principle and amount of which will have been previously agreed between LMREA and the buyer.

Any request for modification or cancellation of the order from the buyer may only be taken into consideration if it has been received in writing before LMREA has issued its written confirmation.

In case of modification or cancellation of the order after written confirmation has been issued by the seller, the buyer who has paid a deposit to LMREA cannot be reimbursed.

III DELIVERY - TRANSPORT

Unless otherwise stipulated, delivery of our merchandise is made to the buyer or to a transporter from our factory: shipping not included. It is the responsibility of the buyer to assume the risk of transporting the goods sold after this delivery.

Our products travel at the risk and peril of the buyer (art L.132-7 of the Code of Commerce) even if the fees are advanced by us on your behalf. The condition and quality of the delivered products must be checked at the time of receipt in the presence of the delivery person, upon opening of all parcels. In case of damage or missing items, it is appropriate to state the nature of the reservations in detail in the form and within the timeframe specified by the Code of Commerce. Under no circumstances may goods be refused for any reason other than non-compliance.

Delivery times given in our order acknowledgments are provided for information purposes (date ex-works), but are subject to availability of supply, manufacturing and transport.

In such, failure to respect them may not result in the payment of damages, a holdback or cancellation of orders in progress.

IV RETURN OF MERCHANDISE

Any return of goods must have been the subject of prior written approval from us and the assignment of an RMA number in accordance with the applicable procedure. The return can only concern materials that have not been modified and in their original packaging, intact and accompanied by all their accessories, instructions for use and a copy of the approval from the seller for the return. The costs and risks of transportation and restocking are the responsibility of the buyer.

All goods returned "carriage due" will be refused, unless prior written consent is obtained from LMREA.

V GUARANTEE

The standard manufacturer's warranty for our equipment is twelve 10 years from the date of delivery of the equipment and includes parts and labour.

Our manufacturer's warranty does not cover breakdowns due to misuse, lack of maintenance by the buyer to whom custody of the product is transferred, work done on the equipment by the buyer without authorization and outside the framework specified in the manual and/or certificates, power surges, normal wear of the goods or resulting from force majeure.

The seller's liability shall be limited, to the exclusion of any damages and at its choice, to free replacement or repair of the defective product or item, unless this method of compensation proves impossible or disproportionate.

The conditions of implementation of the guarantee are covered by the user manual and/or certificates.

VI CONDITIONS OF USE/INSTALLATION

The buyer declares that he has read all the technical characteristics of the equipment that were provided when receiving the order. Any use contrary to the conditions stated in the documents attached to the products will be done at the risk and peril of the buyer and will result in cancellation of all contractual clauses of guarantee.

In general, LMREA cannot, under any circumstances, be held responsible for handling, storage or transport of the materials sold. The guarantee cannot be applied in case of installation that has not respected the technical precautions provided by LMREA.

VII PRICE

Unless otherwise stipulated, prices are expressed net excluding taxes, departure from factories and/or warehouses, with all taxes, fees and services payable in application of French regulations or those of the importing country or the country of transit being the responsibility of the buyer.

Prices are billed, unless otherwise specified, at the rate in effect on the date of confirmation of the order by LMREA.

It is also expressly reminded that when an estimate has been established based on products from suppliers that bill in foreign currency (notably US Dollars), LMREA may, before confirming an order, propose to update the estimate after conversion of these currencies into euros based on the exchange rate applicable when receiving the order from the buyer.

Subject to the foregoing reservation, pricing changes are applicable annually.

VIII PAYMENT - TERMS - DELAY OR DEFAULT

- for sales in mainland France: unless otherwise stipulated, invoices are payable at 30 days net date of invoice, without discount.

In the case of the payment of a deposit when ordering, an invoice corresponding to the balance of the price, after deduction of the deposit paid, will be established upon delivery of the products.

- for export sales: unless otherwise stipulated, a deposit of 50% will be payable in cash upon order confirmation, the balance of the price, after deduction of the deposit paid, will be payable in cash before delivery of the products upon presentation an invoice.

In the event of late payment, LMREA may suspend all outstanding orders, without prejudice to any other course of action. Any sum appearing on an invoice not settled by the agreed due date automatically results in the application of penalties of an amount equal to three times the legal interest rate, as of the day following the payment due date on the invoice, as well as lump sum compensation of 40 euros for collection costs.

These penalties will be payable upon request from LMREA.

In case of disagreement about part of the invoice, the buyer is required to immediately pay the un-disputed part.

IX RETENTION OF OWNERSHIP

LMREA retains ownership of the goods sold until effective payment of the full price in principal and related charges. Merchandise subject to these terms and conditions of sale is sold subject to ownership: transfer of ownership is subject to full payment of the price by the buyer on the agreed due date. In case of payment default on the due date, the seller will retake possession of the goods which it owns and may, at its discretion, cancel the contract by simple registered letter with acknowledgment of receipt sent to the buyer. The provisions stated above do not pose an obstacle, once the merchandise has been delivered, to transfer of the risks to the buyer for loss or damage of the merchandise covered by retention of ownership, as well as for damage that it could cause.

X ORDER CANCELLATION

In case of cancellation of the order by the buyer after order confirmation has been issued by LMREA, the seller will retain the deposit that may have been paid and will owe, in addition, an indemnity equal to 25% of the amount of the order excl. tax, without prejudice to the possibility for LMREA to obtain damages for all harm endured.

XI REGLEMENT DES LITIGES – COMPETENCE

The parties agree that their relationship will be governed by French law, to the exclusion of the Vienna Convention on the International Sale of Goods.

In case of a dispute of any kind related to formation, execution or termination of the contract, the parties assign jurisdiction to the Courts of LYON.

This clause applies even in the event of a third-party claim, summary proceedings, multiple defendants and regardless of the method or timeframe of payment.