

General Terms and Conditions of Sale Applicable to supplies, works and service provisions as of January 1st, 2016

Article 1 : General Provisions

The present General Terms and Conditions of Sale, hereinafter referred to as the "GTCS", constitute the agreement governing, for its duration, the relationship between the company CIRCET PYLÔNE, hereinafter referred to as the "Service Provider", and its clients in the context of the sale and installation of pylons, metal structures and accessories.

In the absence of a contract concluded between CIRCET PYLÔNE and its client, the services performed are subject to the GTCS described below. Any order placed as well as any contract concluded with CIRCET PYLÔNE implies the client's full, complete, and unconditional adherence to these GTCS.

The fact that CIRCET PYLÔNE does not enforce one or another clause established in its favor in these conditions cannot be interpreted as a waiver of its right to enforce such clause at a later date.

Article 2 : Nature of Services

CIRCET PYLÔNE performs all services relating to studies, manufacturing, and installation of pylons, metal structures, and accessories.

Article 3 : Quotations and Orders

CIRCET PYLÔNE intervenes at the client's express request following receipt of an order; a quotation shall be prepared beforehand for any request unless a price schedule already exists under a specific agreement with a client. The validity period of our quotations is one month.

The quotation sent by CIRCET PYLÔNE to the client specifies the nature of the request (manufacturing, works, services, etc.), the price of the service excluding taxes, the amount of any discounts and rebates, the payment terms, the manufacturing and installation schedule detailing the actions/obligations of the client and the Service Provider, as well as the performance deadlines, the validity period of the quotation, and the client's full and unconditional acceptance of the GTCS.

To confirm the order firmly and definitively, the client must return a purchase order or contract to CIRCET PYLÔNE consistent with the quotation, either by postal mail or fax, duly signed and dated and bearing the commercial stamp, or by email expressly stating the client's consent.

Validation of the order implies the client's full, complete, and unconditional adherence to these GTCS.

Article 4 : Minimum Order

Any order must be greater than €250 excluding taxes and transport.

Article 5 : Prices

The prices applicable are those in effect on the day the order is placed. They are expressed in euros and calculated excluding taxes. Consequently, they will be increased by the applicable VAT rate (where applicable) and by transport charges applicable on the date of the order.

Article 6 : First Transaction

Unless special agreements are made, which in any case may not allow exceeding the maximum deadlines set by Law no. 2008-776 of August 4, 2008 on the modernization of the economy, payments shall be made 30 days end of month from the invoice date, subject to favorable financial references. No discount will be granted for early payment.

By express agreement, and unless a postponement has been requested in due time and granted by us, failure to pay for our supplies shall result in:

- Immediate enforceability of all sums due, regardless of the payment method initially agreed.
- Initiation of debt recovery proceedings.
- The enforceability, as damages and penalty clause, of indemnification equal to 15% of the amounts due, in addition to late penalties calculated at the ECB interest rate plus 10 percentage points, and any applicable legal costs.
- A fixed indemnity of €40 shall be owed in case of late payment (Decree 2012-1115 of October 2, 2012; Commercial Code Art. D.441-5).
- The right for the Service Provider to suspend the execution of production and ongoing services and to postpone any new order or delivery.

Article 8 : Discounts and Rebates

The prices offered include any discounts and rebates that CIRCET PYLÔNE may grant.

Article 9 : Duration – Termination

The duration of the services is defined in the quotation or contract. Each party reserves the right to terminate the contract at any time in case the other party fails to comply with any of its obligations under the contract, without prejudice to any damages that may be claimed from the defaulting party.

The contract shall be terminated ten (10) business days after the sending by the requesting party of a registered letter with acknowledgement of receipt stating the reason for termination, provided that the other party has not remedied the situation within the said ten (10) days.

If it is impossible to remedy the situation within this period, the requesting party shall be entitled to terminate the contract immediately.

Each party may also terminate the contract immediately in the event of cessation of activity, cessation of payments, judicial reorganization, judicial liquidation, or any other situation producing the same effects, after the sending of a formal notice to the court administrator (or liquidator) that remains unanswered for more than one month, in accordance with applicable legal provisions.

In the event of expiration or termination, the contract for supply, installation and/or service provision shall terminate automatically on the corresponding date.

CIRCET PYLÔNE undertakes to return to the client, no later than thirty (30) business days following the termination or expiration of the contract, all documents or information provided by the client.

If the agreement is terminated by the client, the client shall owe CIRCET PYLÔNE the amounts corresponding to the services performed up to the effective date of termination and not yet paid.

Article 11 : Delivery Time

Delivery times are not binding, and any delays shall not give the buyer the right to cancel the sale, refuse the goods, or claim damages.

Article 12 : Retention of Ownership

The transfer of ownership shall take place only after full payment of the price, in accordance with the provisions of Law No. 80-335 of May 12, 1980.

Article 13 : Transport

The goods travel at the buyer's risk, regardless of the mode of transport or the terms of payment of the transport price, whether carriage paid, carriage forward, or cash on delivery.

It is the responsibility of the buyer to make any necessary reservations and to pursue any possible recourse against the carriers in the event of delay, damage, or missing goods.

Article 14 : Force majeure

No party may be considered to have failed in the performance of its obligations, nor may its liability be incurred, if the performance of its obligation is temporarily or permanently affected by an event or cause of force majeure.

For this purpose, force majeure means any external, unforeseeable and irresistible event (see Article 1148 of the French Civil Code), independent of the party's will and beyond its control, including but not limited to: natural disasters, governmental restrictions, social unrest and riots, wars, malicious acts, damage occurring at the Service Provider's premises, power supply interruptions from EDF lasting more than two (2) days, failure of computer equipment, long-term absence (accident or illness), adverse weather conditions.

Within five (5) business days following the occurrence of such an event, the party prevented from performing due to force majeure undertakes to notify the other party by registered letter with acknowledgement of receipt and to provide proof thereof.

If the agreement is terminated by the client due to force majeure, the client must pay CIRCET PYLÔNE all amounts owed up to the date of termination.

Article 15 : Obligations and Confidentiality

CIRCET PYLÔNE undertakes to:

- Respect the strictest confidentiality regarding information provided by the client and designated as such.
- Not disclose any information regarding the productions, works, and service provisions carried out for its clients.
- Return any document provided by the client at the end of the assignment.
- Sign a confidentiality agreement if the client so wishes.

Information that is publicly available or that must be disclosed to fulfill legal filing requirements shall not be considered confidential.

The clauses of the contract signed between the parties are deemed confidential and, as such, may not be communicated to unauthorized third parties.

Article 16 : Liability

Given the nature of the services performed, the obligation of CIRCET PYLÔNE is an obligation of result. CIRCET PYLÔNE therefore undertakes to carry out the manufacturing and services in accordance with professional standards and in the best possible manner, under the terms and conditions of the agreement, and in compliance with applicable legal, normative and regulatory provisions.

Each party is responsible to the other for any failure to meet the obligations assigned to it. The client undertakes to provide CIRCET PYLÔNE, within the agreed deadlines, with all information and documents necessary for the proper performance of manufacturing, works and/or services, as well as access to work sites, and to ensure proper understanding of the issues involved.

CIRCET PYLÔNE shall not be held liable for any error resulting from a lack of information or incorrect information provided by the client, or for any delay caused by the client that would result in the impossibility of meeting the agreed deadlines or those prescribed by law.

If the liability of CIRCET PYLÔNE is proven, it shall be limited to an amount excluding taxes not exceeding half of the total amount excluding taxes effectively paid by the client for the service provided by CIRCET PYLÔNE as of the date of the claim made by registered letter with acknowledgement of receipt.

Article 17 : Warranty

Our warranty is strictly limited to the replacement of defective parts. Labor costs are entirely at the client's expense. Additional warranties will be issued in the form of insurance certificates provided at the end of the works.

Article 18 : Disputes

The present GTCS and the contract signed between the parties are governed by French law.

In the absence of amicable resolution, any continuing dispute between the parties regarding the performance or interpretation of the GTCS and the contract shall fall under the jurisdiction of the Commercial Court of Melun (77000).