



## GENERAL TERMS OF SALES

### 1. Scope of the General Terms of Sales ("GTS")

These General Terms of Sale apply to all products and services provided by Blue Whale Company.

### 2. Ordering and shipping

Unless otherwise stated in writing, Blue Whale Company offers are valid for two (2) months.

All orders are acknowledged by Blue Whale Company. If not, the order is not validated.

Unless otherwise stated, the Blue Whale Company quotations are EX WORKS as per Incoterms CCI 2010; "EXW".

The delivery deadlines are communicated in a trustworthy manner to the Customer and as a simple indication, on the basis of a calendar and working days as practiced in France. Each time period indicated takes into account the production constraints of Blue Whale Company and is based, as far as possible, on taking into account the quantities and constraints mentioned by the Customer. No indemnity may be claimed by the Customer in this respect.

The Customer must take stock of the delivery with the carrier at the time of delivery (EXW), verify the Products delivered, and exercise any useful recourse at the time of the final receipt of the parcels.

From the Delivery Date, the Customer shall assume all risks related to the possession, custody and / or use of the Products.

### 3. Settlement

Prices are quoted excluding taxes and custom duties.

The terms and conditions related to payment are specified in the offer and quotation. Failing this, the Products and / or Services are payable on order.

Subscriptions to services, such as "SpyCanVision" supervision, are invoiced on a bi-annual basis, payable in advance. Unless otherwise provided, the subscription period is two (2) years, renewable by tacit agreement. Termination of service shall be served by Registered Mail with Acknowledgment of Receipt and with a three (3)-month prior notice. Any started period is due. In particular, no reimbursement will be made for advance payment of the started Services.

In the event of late payment, the Client shall be liable to pay a late payment penalty calculated on the basis of the amounts due plus an interest equal to one per cent (1%) per month of delay, and in any case, not less than twice the French legal interest rate.

Failing to pay an invoice in due time shall automatically make the Customer liable for all sums already owed, even if they have already given rise, in whole or in part, to the issuance of payment instruments.

The Products sold remain the property of Blue Whale Company until the full payment of the amounts related to the sale. However, the risks are transferred to the Customer at the time of delivery. Blue Whale Company reserves the right to suspend the fulfilment of its own obligations until full payment of the amounts due.

#### **4. Warranty**

Blue Whale Company is committed to remedying any defect in the performance of Products in the case of a defect in their design or manufacture. This commitment does not apply in the event of failure by the Customer to comply with the instructions contained in the installation and operating instructions provided by Blue Whale Company.

The benefit of this warranty is subject to the registration of the Products on the Blue Whale Company supervision site (SpyCanVision), or upon the return of the guarantee voucher duly completed by the Customer. The warranty shall only apply to defects, as described above, identified by the Customer within the two (2)-year period following the delivery of the Product. The warranty covers only the cost of repairing the Product or its replacement with a new equivalent Product, whichever solution Blue Whale Company may freely decide.

The guarantee does not cover the costs of disassembly, transport and reassembly. The warranty does not cover indirect and / or consequential damages which may result from the malfunctioning of the Products, or incidental costs related to the disassembly of the Products, such as loss of profit or loss of production. The benefit of this warranty shall not be exercised when the Customer has attempted to repair or to have the Product repaired by a third party. Consumables, including batteries, are excluded from this warranty.

In any case, the liability of Blue Whale Company is strictly limited to the amount, tax excluded, of the order at stake, regardless of the cause, purpose or basis of the claim.

Regarding the radio transmissions, Blue Whale Company shall not be held responsible for the lack of connection network or the poor quality of transmission proposed by the third party providers. It is the Client's responsibility to ensure before installation of the Products that the intended connection network is available at the installation point. Blue Whale Company may propose remedial solutions, but shall not be held responsible for these malfunctions.

The Products proposed are in conformity with the French legislation in force.

Blue Whale Company cannot be held liable for non-compliance with the legislation of the country where the product is delivered.

Blue Whale Company reserves the right to make changes at any time to the Products and / or Services, the descriptions and specifications of which are contained in its commercial or technical documentation.

#### **5. Access to Supervision Site**

Access to the SpyCanVision supervision site is subject to the payment by the Customer of the sums which are to be paid and are due. When starting up a Product or Service, Blue Whale Company will make its best efforts to assist the Customer in programming the Products. Beyond the adjustment period of two (2) months after installation, assistance shall be invoiced on the basis of prices of technical assistance in effect at that time and included in the tariff of Blue Whale Company.

Access to the Supervisory Service may be temporarily suspended due to maintenance actions necessary for the proper functioning of this Service or its servers. Blue Whale Company shall make its best efforts to limit the Service interruption time in this case.

In the event of termination or non-renewal of the Supervisory Service, the data collected shall be retained for six (6) months after the Service has been terminated and shall not be available after that period.

Access to the Supervision Service is controlled by a login and a password. It is the Customer's responsibility to define the members of its staff who are authorized to use this Service. The Client assumes all consequences resulting from the non-respect of such responsibility, or from its agents, regarding the confidentiality of the data related to this Service.

## **6. Intellectual Property Rights and Confidentiality**

The Customer shall not copy or reproduce any or all of the Products and Services of Blue Whale Company. The sale of Products or the provision of Services by Blue Whale Company does not imply any transfer of any intellectual property rights. Information of any kind and in any format transmitted to the Customer is intended solely for the proper functioning of the Products and Services of Blue Whale Company and does not in any way constitute a right to copy, reproduce or assign.

## **7. Force majeure**

Blue Whale Company shall be free from any obligation relating to delivery and / or performance deadlines in the event of force majeure concerning Blue Whale Company, its suppliers or at the Customer and which may disrupt the organization or the activity of the facility concerned, such as, for example: strike, war, embargo, fire, flood, electric power cut, interruption or delay in transport or raw material supplies, energy or components, or any other event beyond its control or its suppliers. In any event, Blue Whale Company will make its best efforts to minimize the effects that may result from such a case of force majeure.

## **8. Disputes**

In the event of a dispute, Blue Whale Company and its Customer commit to do everything in priority to find an amicable settlement. Failing this, Blue Whale Company and its Client may submit their dispute to a jointly selected arbitrator, mediator or conciliator. Failing this, the dispute shall be submitted to the Tribunal de Commerce de Paris by the most diligent party. Only the French law shall be applicable to the interpretation of the present GTS and to the transactions carried out on the basis of these.