

GENERAL TERMS AND CONDITIONS

SAMEA INNOVATION, a limited liability company with a capital of €62825, whose registered office is located at 1 rue Georges le Breton 22370 Pléneuf Val-André, registered in the Saint-Brieuc Trade and Companies Register under number 821 747 169

Definitions

In these general terms and conditions of sale (GTC) are understood by:

"Seller": SAMEA INNOVATION, a limited liability company with a capital of €62,825, whose registered office is located at 1 rue Georges le Breton 22370 Pléneuf Val-André, registered in the St-Brieuc Trade and Companies Register under number 821 747 196.

"Buyer": any natural person or legal entity under public or private law with whom the Seller concludes a sales contract materialised by an order considered definitive in accordance with the stipulations of Article 3 below.

"Order": any order for Products and/or related services marketed by SAMEA INNOVATION placed by the Buyer with the Seller.

"Products": all electronic radio communication systems and #IoT connected objects marketed by the Seller.

Article 1- Applicability and enforceability of the General Terms and Conditions of Sale

These GTC. cancel and replace those previously issued by the Seller or any other legal entity to which the Seller has succeeded by way of merger, universal transfer of assets or otherwise, as well as any other document containing contractual guarantees.

The GTC constitute the sole basis of the commercial relationship between the parties.

They are intended to define the terms and conditions under which the relationship between the Seller and the Buyer is organised

These GTC apply to all Products and related Services provided by the Seller and in particular: the marketing of computer systems and software and sound diffusion.

They are automatically given to each Buyer when the order is placed.

Consequently, the fact of placing an Order implies the Buyer's full and unreserved acceptance of the GTC, to the exclusion of all other documents such as prospectuses and catalogues issued by the Seller, which are only indicative and may be revised at any time.

No special condition may, unless formally accepted in writing by the Seller, prevail over the GTC.

The present C.G.V. are expressly approved and accepted by the Buyer who declares and acknowledges having perfect knowledge of them, and renounces, of this fact, to take advantage of any contradictory document and, in particular, its own general conditions of purchase, which will be unenforceable against the Seller, even if it has knowledge of them.

The fact that the Seller does not at a given moment avail himself of any of the present GTC shall not be interpreted as a waiver of the right to avail himself of any of the said conditions at a later date.

Article 2 - Special Conditions of Sale

In accordance with the current regulations be enforceable, the Seller reserves the right to derogate from some clauses of the present GTC., depending on the negotiations conducted with the Buyer, by drawing up of Special Sales Conditions, in particular mentioned in the Order Form.

Article 3 – Order Validity

3.1. Acceptance of the Order

a/ Drawing up a quotation or offer in advance

Orders shall give rise to the prior drawing up by the Seller, at the Buyer's request, of a quotation or offer. The Seller retains full intellectual property rights to its quotations and offers, which may not be communicated or executed without its written authorisation.

b/ Written consent of the Buyer

Any Order shall be evidenced by a written order, designated as an "Order Form", and signed by the Buyer, through its legal representative or any other person duly authorised to bind the Buyer or having received power to do so, after drawing up a quotation or an offer, stating the reference of the quotation or offer.

The Orders transmitted to the Seller are irrevocable. It is the Buyer's responsibility to ensure himself for with the assistance of a consultant of his choice, whose remuneration he shall assume, that the characteristics of the Products ordered correspond to his/her needs. The Buyer remains solely responsible for the use and exploitation of the Products supplied, even if information and advice or any other document has been communicated to him by the Seller in this respect.

c/ Confirmation of the Order by the Seller

The Order shall only be concluded subject to the Seller's express acceptance, formalized by the Seller's written confirmation on the Order Form under the conditions set out below, and the payment by the Buyer of the deposit requested by the Seller.

The Order Form shall mention the specifications of the Products, the price, the time and place of delivery, the mode of transport, the Buyer's full acceptance of the GTC and the period of validity of the Order Form and shall be sent by the Seller to the Buyer by post, e-mail or fax.

The Seller may expressly waive this requirement at a later date in its sole discretion.

d/ Cancellation of the Order by the Seller

An Order accepted by the Seller may always be cancelled by the Seller in the following cases, without any compensation of any kind being due by the Seller: force majeure as defined below, a manufacturing stoppage by the manufacturer or subcontractor, a change in regulations, or a change in the Buyer's financial or legal situation. In these cases, any payments made at the time of cancellation will be refunded.

e/ Reporting omissions and errors on the Order Form

The Buyer is required to notify the Seller of any errors or omissions in the Order confirmation within forty-eight (48) hours of receiving it. After this period, no dispute shall be accepted by the Seller and the Order shall be considered final.

f/ Non-transferability of the Order

All Orders are personal and may not be transferred to a third party without the prior written consent of the Seller. The formalities for obtaining the necessary authorisations are the responsibility of the Buyer.

Article 4 - Delivery

4.1. Terms of delivery

Delivery costs are to be borne by the Buyer. Delivery shall be made either by handing over the Products directly to the Buyer at the agreed place, or by simple notice of availability at the agreed place, or by delivery to a shipper or carrier on the Seller's premises.

The Buyer undertakes to take delivery within 8 days of the notice of availability. Once this period has expired, the Seller may consider that the Order is cancelled and the sale unilaterally terminated by the Buyer, or a custody fee will be charged.

In the event of special requests from the Buyer concerning the packaging conditions or transport of the Products ordered, duly accepted in writing by the Seller, the related costs will be the subject of a specific additional invoice.

4.2. Delivery times

Deliveries are only made according to availability and in the order in which orders are received. Delivery times are indicated as accurately as possible but are subject to the Seller's supply possibilities.

Exceeding the delivery time may not give rise to damages, deductions or cancellation of orders in progress. However, if 4 months after the indicative delivery date, the Products have not been delivered, for any other reason than a case of force majeure as defined in the present GTC. or in the event of

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increased delivery times from the suppliers or in the event of a product shortage at the suppliers, the sale may then be cancelled at the request of either party; the Buyer may obtain a refund of his payment to the exclusion of any other compensation or damages.

In any event, delivery on time can only take place if the Buyer is up to date with his obligations towards the Seller, whatever the cause.

Article 5 - Receipt of products

The Buyer is obliged to check the apparent condition of the Products on delivery and during installation.

In the absence of reservations expressly made by the Buyer, the Products delivered by the Seller shall be deemed to conform in quantity and quality to the Order.

The Buyer shall have a period of 5 days from the date of the receipt of the Products ordered to submit in writing such reservations to the Seller.

No claim can be validly accepted if the Buyer fails to comply with these formalities. It is the Buyer's responsibility to provide any proof of any defects or anomalies. The Buyer must allow the Seller every facility to observe and remedy the defects. The Buyer shall refrain from intervening himself or having a third party intervene for this purpose.

Article 6 - Prices/payment methods/penalties

Prices - The Products are supplied at the Seller's prices in force on the day of the placing of the Order, and, where applicable, in the specific commercial proposal sent to the Buyer.

Basic Prices tariffs vary according to whether the shop is part of a central purchasing group or is independent.

Prices are net, ex works, including packaging, except for special packaging which is taxed extra.

All taxes, duties, fees or other charges payable under French regulations, or those of an importing or transit country, shall be borne by the Buyer.

The Seller shall issue an invoice in duplicate upon receipt of the Order, one of which shall be delivered to the Buyer on the same day.

The invoice shall mention the information referred to in Article L. 441-9 of the Commercial Code.

Terms of payment - Unless otherwise agreed in the Order Form, the terms of payment shall be as follows:

payment of a deposit of 40% at the time of the agreed Order Form by bank transfer, and payment in cash of the balance 30 days after the issue of the invoice upon completion of the installation of the Products, by cheque or bank transfer;

If the terms of payment provide for payment by bills of exchange, these must be accepted and returned to the Seller by the Buyer within forty-eight (48) hours from the date of completion of the installation of the Products concerned.

In the event that the Seller has granted derogatory terms of payment such as rental or financial leasing with a third party, the Seller reserves the right to revert, at its discretion, to the aforementioned terms of payment in the event of a payment incident or serious and concordant indications calling into question the financial credibility of the Buyer.

In the event of refusal by the Buyer, the Seller may refuse to honour the Order(s) placed and to deliver or install the Product(s), without the Buyer being able to any claim or compensation whatsoever.

The deadline for payment is indicated in the quotation or offer and/or in the Order Form. The payment dates may not be unilaterally called into question

by the Buyer under any pretext whatsoever, including in the event of a dispute.

Any request for an extension of the deadline shall be submitted to the Seller for approval by registered mail at least fifteen (15) days before the deadline.

Late payment penalties - Late payment penalties are payable without the need for a reminder.

Pursuant to Article D. 441-5 of the French Commercial Code, in the event of late payment, the debtor shall be liable to the creditor, in addition to the late payment penalties already provided for by law, for a fixed indemnity for collection costs of 40 euros.

Any payment made to the Seller shall be set off against the sums due, irrespective of the cause, starting with those due the earliest.

In the event of failure to pay the price on the due date, the Seller may automatically terminate the sale, 8 DAYS after a formal notice has remained without effect, without prejudice to any damages that may be claimed by the Seller.

Article 7 - Reservation of ownership

Products are sold under reserve of ownership.

The Seller retains ownership of the Products until full and effective payment of the price by the Buyer.

In the event of non-payment on the due date, the Seller may reclaim the products and terminate the sale, as specified above.

Cheques and bills of exchange are not considered as payments until they are actually cashed.

Until this date, the retention of title clause shall remain in full force.

These provisions do not prevent the transfer of the risks of the products sold upon delivery.

The Buyer undertakes not to transform or incorporate the products, nor to resell them or pledge them, until the price has been paid in full, on pain of immediate reclamation of the Products by the Seller.

Article 8 - Guarantee

The products sold are covered by the legal guarantee against hidden defects, as defined in article 1641 of the Civil Code.

Article 9 - Applicable law and competent jurisdiction

The GTC shall be governed by French law.

Any dispute relating to the interpretation and execution of sales of products will be under the exclusive jurisdiction of the Commercial Court of Saint-Brieuc. The Seller shall elect domicile at its registered office.