

GENERAL CONDITIONS OF SALE

ARTICLE 1 – GENERAL PROVISIONS

Any order placed with the company DELTA is governed exclusively by the following conditions.

Accordingly, placing an order implies the customer's full and unconditional acceptance of these general conditions.

These terms and conditions shall prevail over any other terms and conditions, in particular in general terms and conditions of purchase, order forms or any other documents issued by the customer.

The unconditional acceptance of these conditions is a substantial and determining condition for the formation of the contract.

ARTICLE 2 – ORDERS

Orders shall be deemed to be binding from the time DELTA sends an order confirmation.

DELTA shall be obliged to deliver the goods sold and the customer shall be obliged to take delivery of them.

If DELTA is unable to execute the order due to *force majeure*, unforeseen circumstances, non-delivery by the supplier or by a third party, DELTA shall be obliged to return any payments made, without interest or compensation.

As for the customer, except in the case of *force majeure* (unforeseeable and irresistible event) he cannot refuse to accept the delivery, any complaint being to be formulated as provided for in Article 8.

If the customer fails to accept the delivery, DELTA may:

- either pursue the compulsory execution of the delivery after a summons to accept the delivery,
- either pursue the judicial resolution of the sale and claim all damages,
- or keep the sums paid as a penalty clause.

ARTICLE 3 – PRICES

Our prices are established on the basis of the costs in force at the time the order is taken and on the conversion rates of the currencies involved, so they follow the evolution of the market.

For special orders of non-catalog products, the prices are only final when the customer has paid a deposit equal to 20% of the amount of the sale.

ARTICLE 4 – DOWN PAYMENTS

The sums paid by the customer at the time of ordering constitute a deposit on the agreed price. This deposit constitutes an advance on the total price. Neither the customer nor DELTA may waive its obligation to purchase or its obligation to sell.

Advance payments shall be deducted from the sums owed by the customer when ownership is transferred.

ARTICLE 5 – PAYMENTS

Payments must be made either in cash on the date of delivery, or at 45 days end of month or 60 days from the date of issue of the invoice. Our company does not grant any discount for early payment.

For any payment made after the due date indicated on the order form or the invoice, a penalty will be due, calculated by applying a rate equal to 1.5 times the legal interest rate. In addition to these late payment penalties, the Customer shall also be liable for a fixed indemnity for collection costs of 40 euros.

In the case of a partial delivery requested by the customer, the customer must, in addition to the deposit already paid, pay for the goods actually delivered and may not under any circumstances, postpone this payment until the date of delivery of the balance of the order. No payment of a due date may be deferred under the pretext of any dispute between the Customer and DELTA. Failure to pay a due date shall render the entire remaining amount due immediately.

If DELTA is obliged to take legal action to ensure that the Customer fulfils its obligations, in particular the payment of its invoice, the sums due shall be increased by a penalty clause amounting to 25% of the amount, excluding any legal costs.

ARTICLE 6 – RESERVATION OF TITLE

DELTA shall retain ownership of the goods delivered until the price has been paid in full. In this respect, the submission of bills of exchange or any other instrument creating an obligation to pay shall not constitute payment within the meaning of this provision.

If the customer is subject to bankruptcy or liquidation proceedings, DELTA is entitled to claim the sold goods that remain unpaid through collective proceedings.

However, the risk shall pass to the customer upon delivery to a location or seaport agreed with the customer.

The goods sold by DELTA held in stock by the customer shall be deemed to be unpaid.

ARTICLE 7 – DELIVERY

The delivery dates that we always try to respect, are however given only as an indication and it is obvious that a delay in the delivery cannot constitute a clause of cancellation of the present order, nor to open right to interest and damages.

However, the customer will be able to ask for the cancellation of the order and the restitution without interests other than those envisaged by the law of the versed sums if the goods are not delivered within ninety days of a formal demand remained without effect, being understood that this formal demand could be made only after the date of delivery envisaged. This cancellation cannot intervene in the following cases:

- Non-observance of the terms of payment by the customer;
- The customer did not give in due time the necessary information for the execution of the order.
- Untimely stop of the productions, in particular because of the closing of the factories because of an epidemic or pandemic, strikes, accidents, fires, cataclysm, civil or foreign wars, ...

ARTICLE 8 – CLAIMS

The customer is obliged to check the goods at the time of delivery and must mention on the delivery note any reservations he intends to make about the condition of the goods received.

The reservations must imperatively be reported by registered letter to the carrier at the latest 48 hours after the delivery. A copy of this complaint must also be sent to DELTA.

In the absence of reservations expressly made by the Customer at the time of delivery, the products will be deemed to comply with the order, in quality and quantity.

No complaint will be validly accepted if the customer fails to comply with this formality.

ARTICLE 9 – GUARANTEE

The products delivered by the company DELTA benefit from a contractual guarantee of 24 months as from the day of the delivery. This guarantee covers the non-conformity of the products with the order and any hidden defect, resulting from a defect of material, design or manufacture of the products making them unfit for use.

The warranty is excluded in case of misuse, negligence, lack of maintenance, normal wear of the product or in case of *force majeure*. The guarantee does not apply either in case of deterioration or accident resulting from shock, fall, non-conforming storage, or in case of transformation of the product.

In order to assert his rights, the customer must inform DELTA in writing of the existence of the defects within one month of their discovery. The customer must provide any justification as to the reality of the defects found and facilitate the inspection by DELTA, which must confirm the existence of the defects.

In the event of a defect or non-conformity, we will, at our discretion, either (i) repair the parts found to be defective, or (ii) exchange the product with another item of equivalent characteristics and of a value equal to that of the defective goods. The amount of this liability may in no way exceed the market value of the product concerned on the day of the incident.

The replacement of the products will not extend the warranty period.

In addition, our guarantee does not cover the costs of transporting the product to and from the site.

ARTICLE 10 – RESOLUTIVE CLAUSE

In all cases, in the event of non-payment of a due date, and except for the cases provided for in Article 6 above, eight days after a formal notice by registered letter with acknowledgement of receipt has remained unsuccessful, the sale may be cancelled by operation of law by DELTA, and DELTA may demand the immediate return, at the customer's expense, of the goods delivered and unpaid, without prejudice to any damages.

Any deposits paid by the customer shall be retained by DELTA and shall be used to cover any damage suffered by DELTA. The cancellation may affect not only the order in question, but also all previous unpaid orders, whether delivered or in the process of being delivered and whether or not payment is due.

In case of return of the goods, the customer will also be liable for a devaluation allowance fixed at 15% of the price of the goods, per month of detention since the delivery until the restitution. Should the customer fail to return the goods spontaneously, he may be obliged to pay a definitive penalty, already fixed by agreement at 15% of the price of the goods, per week of delay, by a simple summary order without this penalty being less than 100 euros per week of delay.

ARTICLE 11 – AVAILABILITY OF SPARE PARTS

Spare parts for our products are available for sale on our website www.livoo.fr.

ARTICLE 12 – STORING

If, after the goods have been made available, the customer postpones the delivery date, the goods shall be deemed to have been delivered on the date of availability. Invoicing will be made on this date.

After formal notice to take possession of the goods, the Company DELTA will be entitled:

- Either to invoice the customer for the cost of storage in DELTA's premises
- Or to put the goods in storage at the customer's expense and risk.

ARTICLE 13 – RETURNS

No goods can be returned without our prior consent and instructions.

No returns or exchanges will be accepted without the original pouch/packaging and in perfect condition (without labels, writing, etc.).

Therefore, recommend your customers to keep the packaging long enough and in the condition they received it.

The right of return resulting from the above provisions does not apply to products with advertising print, custom-made products, as well as to orders without print that have been preceded by a sample.

ARTICLE 14 – UNIQUE IDENTIFIERS - EXTENDED PRODUCER RESPONSIBILITY

Producers subject to the principle of extended producer responsibility under Article L. 541-10 of the Environmental Code must register with the competent administrative authorities, which issue them with a unique identifier.

DELTA's unique identifiers are as follows

- COREPILE: FR030186_0660E7 (collection and treatment of used batteries and accumulators)
- CITEO: FR030186_01RCNI (collection and treatment of packaging)
- ECOLOGIC: FR000773_053D86 (collection and treatment of waste electrical and electronic equipment)

ARTICLE 15 – JURISDICTION ATTRIBUTIVE CLAUSE

Any dispute that may arise in connection with the interpretation or execution of this order or invoice shall be under the exclusive jurisdiction of the Court of Strasbourg, even in the case of summary proceedings and even in the event of multiple defendants or warranty claims.

The applicable law is French law to the exclusion of any other.

The present article is not applicable to the non-trading customer.