

# General Terms and Conditions of Sale

These General Terms and Conditions of Sale govern the commercial activity of **AETA AUDIO SYSTEMS SAS**, with capital of 250,000 euros, whose registered office is located at the La Boursidière business centre, Rue de la Boursidière - 92357 LE PLESSIS ROBINSON, registered at the Trade and Companies Register of NANTERRE under the number 478301351, +33(0)1.41.36.12.00, contact@aeta-audio.com (the Seller).

## Article 1 – Scope

In accordance with article L 441-6 of the French Commercial Code, these General Terms and Conditions of Sale constitute the sole basis of the commercial relationship between the parties. Their purpose is to define the terms and conditions under which the company AETA Audio Systems, hereinafter referred to as the “**Seller**”, provides professional buyers (**Buyer** or **Buyers**) with the following products (**Products**):

- All the Products and Services offered by the Seller.

The General Terms and Conditions of Sale apply without reservation or restriction to sales concluded between the Seller and the Buyer, irrespective of any stipulations included in the General Terms and Conditions of Purchase drawn up by the Buyer.

All Product orders imply acceptance by the Buyer of these General Terms and Conditions of Sale.

The fact of the Seller not invoking any of the clauses contained in these General Terms and Conditions of Sale cannot be interpreted as a waiver of his right to subsequently invoke it.

The Seller can agree Specific Terms and Conditions with the Buyer, which derogate from these General Terms and Conditions of Sale. These Specific Terms and Conditions of Sale must be agreed in writing.

These General Terms and Conditions of Sale are in force for an unlimited term, until such time as changes are made by the Seller.

## Article 2 – Orders

### 2.1 – Order Terms

Orders can be placed by the Buyer with the Seller by mail, fax or email.

Orders must be confirmed in writing, by means of a purchase order duly signed by the Buyer, or by written acceptance of the Seller’s estimate.

Sales only become final, even if placed through the Seller’s representatives or employees, after express written acceptance by the Seller of the Buyer’s order. This acceptance will be confirmed by an acknowledgment of receipt of order, sent by mail or email.

## **2.2 – Minimum Order Value**

No minimum order value is required by the Seller.

If the Buyer wishes to amend an order, this request can only be considered if it is sent in writing to the Seller prior to the shipment of the Products and, for Services, prior to the Service start date determined by the Seller.

The benefit of the order is conceded to the Buyer alone and cannot be transferred without the Seller's agreement.

## **Article 3 – Rates**

### **3.1 – Price Details**

The Products and Services are provided at the rates in force on the order placement date or in a specific commercial proposal sent to the Buyer. The rates are binding and cannot be revised during the validity period, indicated by the Seller.

The rates are understood to be exclusive of taxes, shipping costs and customs duties.

The applicable VAT rate is the one in force on the order placement date. Any change to this rate can be reflected in the invoice.

All taxes, duties and other fees to be paid pursuant to the French regulations or those of an importing or transit country are also payable by the Buyer.

### **3.2 – Discounts**

No discount will be given by the Seller in case of payment for the Products ordered prior to the payment due date shown on the invoice, or within a shorter period than provided for in these General Terms and Conditions of Sale.

## **Article 4 – Reductions and Rebates**

No reductions or rebates will be offered to the Buyer, irrespective of the quantity or regularity of the orders.

## **Article 5 – Payment Methods**

### **5.1 – Payment Terms and Conditions**

For all orders, the Buyer will pay the price of the Products ordered by bank transfer, bank card or PayPal.

The price is payable in cash, in full on the Product delivery date or on the payment due date indicated on the invoice, in the manner defined in the article Delivery below.

## **5.2 – Late Payment Penalties**

In case of late payment by the Buyer, the Seller can suspend all pending orders, without prejudice to any other course of action.

Any sum unpaid on the payment due date fixed by these General Terms and Conditions of Sale will automatically, without formality or formal notice, from the date following the payment due date shown on the invoice, result in the application of late payment penalties at a rate equal to the rate applied by the European Central Bank in its most recent refinancing operation, plus ten points.

Lump-sum compensation of 40 euros for recovery costs will also be payable, automatically and without prior notification to the Buyer. The Seller reserves the right to ask the Buyer for an additional sum if the recovery costs incurred are greater than this amount.

## **Article 6 – Cancellation**

The Seller will not accept any order cancellation from the Buyer, irrespective of the reason, except in case of force majeure.

## **Article 7 – Delivery**

### **7.1 – Delivery of the Products**

Delivery is made in accordance with the order placed by the Buyer, either by direct delivery of Products to the Buyer or by simple notice of availability at the Seller's premises. Lead times can differ depending on the Products ordered. These are specified in the acknowledgement of receipt of order sent by the Seller, for each Product or Product category.

In case of force majeure, the Seller will be released from any obligation towards the Buyer.

### **7.2 – Performance of the Service**

The Services ordered by the Buyer will be performed at the Seller's registered office. The performance times for these Services are specified in an accompanying document sent to the Buyer and are specific to each Service.

The terms relating to the place of performance of the Services ordered by the Buyer can be specified in the purchase order or the Seller's catalogue.

## **Article 8 – Returns**

The Seller is entitled to refuse the return of Products by the Buyer.

All Product returns must be agreed in writing in advance by the Seller.

## **Article 9 – Packaging**

Packaging showing the Seller's brand and/or the name can only be used for the Seller's Product brand and never for different brand products.

## **Article 10 – Transfer of Responsibility and Ownership**

Acceptance by the Buyer of the delivery made by the Seller will automatically result in the transfer of liability and risks for the Products ordered.

The Seller retains ownership of the Products, even after delivery thereof, until full payment of the price agreed in the acknowledgement of receipt of order has been received.

## **Article 11 – Liability – Guarantees**

### **11.1 – Guarantees**

The Buyer benefits from the legal hold harmless clause and guarantee against hidden defects.

The Products provided by the Seller are guaranteed against all material and manufacturing defects for a period of 24 months from the date of receipt by the Buyer.

The only obligation placed on the Seller under the terms of this guarantee is, at its own discretion, to replace or repair the Product or component recognised as defective, unless this mode of restitution proves impossible or disproportionate. The Buyer cannot claim any compensation in case of non-availability of the Product within the context of the application of this guarantee.

The guarantee does not apply to visible defects or defects or damage caused by natural wear and tear resulting from normal use of the Product or by inappropriate use of the Product by the Buyer. Neither does it apply to damage caused by events of force majeure, including but not limited to, bad weather, earthquake, war, fire, strike, etc.

No guarantee will apply in the absence of full payment of the sums payable by the Buyer to the Seller.

### **11.2 – Disclaimer**

**The Seller can only be held liable in case of grave, intentional or wilful misconduct. Under no other circumstances can the Seller be held liable by the Buyer.**

**The Buyer guarantees and holds the Seller harmless against any possible liability claims by third parties to the contract.**

**In any event, the Seller's liability, if incurred, cannot exceed the value of the Products covered by the contract concluded with the Buyer.**

## **Article 12 – Applicable Law – Disputes – Complaint Handling – Mediation**

**Applicable Law:** This contract is subject to French law. The language of this contract is French. In case of dispute, the court of Nanterre (France) will have sole jurisdiction.

**Complaint Handling:** In case of complaint, please contact Customer Services using the information provided at the start of these Terms and Conditions.

**Attribution of Jurisdiction:** Any dispute resulting from the formation, interpretation or performance of this contract will be the exclusive jurisdiction of the courts of Nanterre, notwithstanding multiple-defendant or third-party claims.

In case of difficulty arising during the order or delivery of the items sold, the Buyer will, as a priority, contact AETA AUDIO SYSTEMS to seek an amicable solution. The Buyer has the option to use a conventional mediation process or other alternative method of dispute resolution.