

1. SCOPE AND DEFINITIONS

These General Terms and Conditions of Sale are automatically applicable to the sale of supplies, equipment and accessories or services ("Products") provided by ALPHA AIRPORT ("Seller") to any professional buyer ("Customer").

These are considered to be substantial and enforceable against all professional customers without exception or reservation regardless of the nature of the Products. The Clients may not under any circumstances rely on standards, specifications, prescriptions, regulations and practices that the Seller has not expressly accepted. The Customers' general terms and conditions of purchase or any additions or conditions contrary to these terms and conditions and the Seller's order confirmation will never be binding on the Seller, even if the Seller has not expressly contested them.

In the following:

"Party" means the Seller and/or the Customer.

2. ORDERING

The Seller's offer consists of three documents (the "Offer"):

- the offer itself,
- the Commercial Conditions,
- these General Terms and Conditions of Sale.

In the absence of any mention of the Terms and Conditions of Sale, the provisions of the General Terms and Conditions of Sale shall prevail.

The prices and conditions of the Offer relate exclusively to the Products specified therein. Additional Products will need to be the subject of a new Offer from Seller. Unless otherwise stipulated in the Commercial Conditions, the Offer remains valid for a period of 3 months from its date of issue.

The information contained in the Seller's catalogues and commercial documentation is given for information purposes only and to this extent is not binding on the Seller. All information published by the Seller, including these General Terms and Conditions of Sale and all Products sold are subject to modification, substitution or abandonment without notice and without liability.

Verbal agreements, including warranties and any other commitments of the Seller shall only be valid if confirmed in writing by the Seller. An "Order" is considered to be any request for Product(s) under the conditions set out in the Offer. Sales are only perfect after the Seller has expressly accepted the Customer's Order, materialized by an "Acknowledgement of Order Receipt".

After acceptance of the Order by the Seller, the Client may not make any further changes to it without the express written consent of the Seller and provided that the resulting costs are borne by the Client. The Client may no longer cancel his order for any reason whatsoever except force majeure.

3. PRICES – TERMS OF PAYMENT

The Products are supplied at the prices in force on the day of the Order. These prices are firm and not subject to revision during the period of validity of the Offer.

The terms of payment are mentioned in the Commercial Terms and Conditions and in the Acknowledgement of Receipt of Order, the latter taking precedence over the former. Otherwise, payment is deemed to be made upon receipt of the invoice.

The payment of invoices will be made in France, without discount so that the Seller has at his disposal the total amount of the invoice at the due date. All transfer and correspondence costs relating to cross-border or domestic payments are the responsibility of the Client.

Without prejudice to any other right, in the event of non-payment on the due date, the Seller may, without prior notice, claim late payment interest from the Client at the bank base rate of the payment currency increased by 6 points, the reference rate being the rate published by the Central Bank of the payment currency in force on the due date, calculated per day of delay from the date of the due date of the claim to the date of actual payment.

In the event of a delay in payment or performance of any of its obligations by the Client or if the Client's solvency deteriorates to the point of compromising payment, the Seller has the right to demand, without prior notice, the immediate payment before maturity of any sums due or sufficient guarantees.

If the Client refuses to make a cash payment in advance or to provide sufficient financial guarantees, the Seller reserves the right, without prior notice, to suspend or cancel the delivery or performance of the Products.

4. INSPECTION TESTS

The Commercial Terms specify whether or not the Client can carry out routine tests in the Seller's workshops. In the silence of the latter, this possibility is deemed not to exist.

In the event that this possibility is offered, the Client will be summoned by email fifteen days before the date set for the test drives. The test report will be signed by the Client and the Seller. If the Client does not show up on the date set, the Seller will proceed with the tests and will sign the report alone, which will be deemed to be contradictory. The tests will be carried out during normal working hours (i.e. between 9 a.m. and 6 p.m.).

5. TRANSPORT

Unless otherwise stipulated in writing, the Seller refers to the latest version of the Incoterms issued by the ICC.

In the event of a factory sale, the Client and its carrier are fully and exclusively responsible for loading and transport.

In the event that it is the responsibility of the Seller to arrange loading and transport, it is the responsibility of the latter, unless otherwise agreed in writing, to determine the means of transport, as well as the carriers and any agents.

In the event of failure by the Client to take delivery of the Products or in the event of a delay in the delivery of the Products as a result of delays incurred by the Client or its contractors, for any reason in the loading, loading, customs clearance or unloading of the Products, the Seller may store them at the Client's expense and risk and, after notifying the Client of their availability, invoice them as delivered without prejudice to any other rights.

The Client is obliged to provide the Seller, sufficiently in advance to allow it to carry out all the necessary steps for the shipment of the Products, all the necessary information and in particular (i) marking and shipping instructions, (ii) import certificates, the documents required to obtain the necessary official permits and any other document, prior to shipment, and (iii) where applicable, confirmation from Customer that it has obtained the opening or issuance of a letter of credit if required by Seller. Any surcharges resulting from incomplete charges, long objects or unforeseen events will be charged to the Client.

Unless otherwise stipulated in the Commercial Conditions, the Seller takes out, in cases where it organises the loading and transport of the Products, insurance specific to the type of transport, covering "ordinary risks" as defined by the international conventions governing these types of transport (road, sea or air). If the Client wishes to insure the Products against "special risks" or for an amount greater than that taken into account in the context of the "ordinary risks", he must make a written request to the Seller at least one week before the date of shipment. The cost of this additional insurance will be passed on to the employee when invoicing.

The Products travel in packaging appropriate to the type of transport. In the event of special requests from the Client, duly accepted in writing by the Seller, the related costs will be subject to a specific additional invoicing.

If the delivery of the Products is exempt from VAT due to the intra-Community destination or export of the Products, and the Client is responsible for all or part of the transport at its own risk (conditions EXW, FOB, FCA, etc.), the Seller will only be required to submit a request for VAT exemption if the Client provides the Client with tangible proof of transport to the country of destination (transport document: CMR, bill of lading, CIM, export declaration, etc.).

6. DELIVERY TIMES

The deadlines set out in the Offer are given in good faith but must be confirmed by the Seller to take into account the workload plan of the production centers and holiday periods. Only the deadline indicated in the Acknowledgement of Order will have contractual value.

The date of delivery is deemed to be the date on which the Products are made available and invoicing and payment terms will run from this date. The delivery period only starts to run when the following conditions are met:

- all information necessary for the execution of the Order has been provided,
- the deposit provided for in the Acknowledgement of Receipt of the Order, if applicable, has been paid or in the case of a documentary credit, it has been opened and accepted by the Seller.

In the event of a delay in production at the Seller's premises, the Seller shall be entitled to make successive partial deliveries.

7. RETENTION OF TITLE

The Products delivered remain the property of the Seller until the Customer has fully fulfilled its payment obligations as described above.

Consequently:

a) As soon as the Client leaves a due date unpaid in whole or in part, the Seller, without losing any of its rights, may demand the return of all the Products of which it has reserved ownership and which have been supplied under any of the Client's Orders.

b) The Client is exclusively entitled to resell the Products in the normal course of its business, provided that it is not in arrears with payment and that it reserves ownership of the said Products upon resale; The use of the Products for the performance of contracts for work shall also be considered as resale.

8. DELIVERY OR SUPPLY OF PRODUCTS

When the Products are supplies, materials and accessories, the Client is required to check their apparent condition at the time of delivery (quantities, weight, surface area, dimensions, straightness and any other apparent defect). Any apparent defect or non-conformity of the Products must be reported by the Client by email and then by letter with acknowledgement of receipt within seven days of delivery and before any subsequent transformation of the defective Products. In the absence of reservations formulated under these conditions, the Products will be deemed to conform in quantity and quality to the Order.

The Seller will replace, as soon as possible and at its own expense, the Products whose lack of conformity has been duly proven by the Client.

When the Products are services, in the absence of any indication to the contrary in the Commercial Terms and Conditions, the Client has a period of seven days from their supply to issue, by email and then by letter with acknowledgement of receipt, reservations or complaints, with all the related supporting documents, to the Seller.

In the absence of reservations made under these conditions, the Products will be deemed to be in conformity in quantity and quality with the Order and Acceptance is deemed to have taken place at the end of this 7-day period.

The Seller shall rectify or re-produce, at its exclusive expense and in accordance with the appropriate terms and conditions agreed with the Client, the Products whose lack of conformity has been duly proven by the Client. In this case, Acceptance will take place as soon as the Seller brings it into compliance.

In the event of a specific request from the Client concerning the conditions of supply of the Products, duly accepted in writing by the Seller, the related costs will be subject to a specific additional invoicing, on the basis of a quote previously accepted by the Client.

In the event that the Commercial Terms and Conditions provide for the possibility of carrying out the routine tests referred to in Article 4 hereof, the Client undertakes to hold the Seller harmless from any direct and/or indirect damage resulting from the failure to comply with this obligation of control and/or the aforementioned operations.

9. RISK TRANSFER

In the event of the sale of supplies, equipment and accessories, the transfer of risks is carried out in accordance with the conditions set out in the latest version of the Incoterms issued by the CCI.

In the event of the sale of services, the transfer of risks is carried out at the time of Acceptance as defined in Article 8 hereof.

In the event of the sale of supplies, equipment and accessories associated with the provision of services, the transfer of risk is carried out at the time of Acceptance as defined in Article 8 hereof, even in the event of future transformation, association and/or incorporation of the Products by the Client with other products.

10. INDUSTRIAL AND INTELLECTUAL PROPERTY

The Seller retains exclusive ownership of the studies, drawings, models, prototypes, inventions, methods or pre-existing know-how, born or developed during the production of the Products, whether or not they are subject to specific protection (copyright, patent, trademark, etc.). No right of use is granted to the Client over these elements. The Client therefore refrains from any reproduction or exploitation of the said elements, without the express, written and prior authorisation of the Seller, who may make it conditional on a financial compensation.

It is expressly agreed between the Parties that the Seller will have the opportunity to use the lessons learned from the production of the Products and to develop for third parties, elements similar to those it has developed for the Customer.

11. GUARANTEE

Any technical advice that the Seller provides, orally or in writing or by trial, before and/or during the use of the Products, is given in good faith but without warranty.

11.2. Product warranty – provision of services

The Seller guarantees the Client against any non-conformity of the Products revealed after their Receipt and any hidden defect, resulting from a defect in design or supply and making them unfit for the use for which they were intended, to the exclusion of any negligence or fault on the part of the Client, for a period of one year from their supply to the Client.

The Seller's liability can only be incurred in the event of proven fault or negligence and is limited to direct damages. The Seller may not be held liable under any circumstances for any indirect damage such as loss of profits or savings, loss of orders, loss of customers, operating losses, damage to image or any action directed against the Client by a third party (excluding the infringement referred to in paragraph 11.3 below).

The above provisions do not apply to bodily injury that the Seller may cause during the supply of the Products.

In order to assert its rights, the Client must, under penalty of forfeiture of any action relating thereto, inform the Seller, by e-mail followed by a letter with acknowledgement of receipt, of the existence of any lack of conformity or any hidden defect within a maximum period of 7 days from its discovery. He must attach to his letter any justification as to the reality and importance of the alleged lack of conformity or latent defects.

The Seller will rectify or re-produce, at its sole expense, the Products deemed defective.

In any event, in the event that the Seller is held liable, the Seller's guarantee will be limited to the amount excluding tax paid by the Client for the supply of the Products. The rectification of defective Products will not have the effect of extending the duration of the warranty set out above.

11.3. Non-infringement guarantee

The Seller guarantees the Client against any infringement action relating to the Results and/or Deliverables that it delivers to the Client under the Order.

In this article, "Deliverables" refer to all the elements, in particular technical, IT and/or documentary elements developed pursuant to the Order (as defined in Article 2) and which the Seller must deliver to the Client in accordance with their respective specifications.

"Results" refers to any methodology or knowledge developed or perfected under the Order for the Client's needs and all the documents that formalize them, as well as what formalizes the execution by the Seller, regardless of the medium, whether they are protectable by private titles (patents, trademarks, designs, models, etc.) or by private rights (software, software tools, design, etc.) or that they are not protectable by titles or private rights (know-how, algorithms, non-patented achievements, etc.). The Results include the Deliverables.

In addition, Seller shall not incur any liability if the alleged infringement could have been avoided by the installation and use by Customer of an update to the Results and/or Deliverables provided by Seller.

By way of derogation from the provisions of this article, with regard to software components subject to so-called "free" (or "open-source") software licenses of which the Seller is not the author and/or publisher and which could be used or integrated into the Products, the Customer acknowledges and accepts that the Seller may not, in any way whatsoever and for any reason, guarantee the peaceful enjoyment of said software components.

The Client declares that it holds or undertakes to obtain all the rights and authorisations over the elements that it may communicate to the Seller in respect of the Products supplied by the latter, whether or not it is the owner.

Consequently, the Client undertakes to take personal responsibility for any claim or procedure, whatever its form or nature, made against the Seller and which would be related to the elements provided by the Client to the Seller.

12. CONFIDENTIALITY

Any studies, plans and documents given to the prospect in the context of an Offer or to the Client in the context of a sale remain the property of the Seller and are confidential. The prospect or the Customer may only use them for the analysis of the Offer or the exploitation of the Products provided in the context of a sale. It shall refrain from communicating it to third parties, knowingly or unknowingly, and undertakes to take all necessary measures to this end.

In the event of non-conclusion of the sale, the studies and documents submitted in support of the Offer must be returned, at the request of the Seller, within 15 days from the date of notification of the refusal of the Offer or at the end of its period of validity.

13. FORCE MAJEURE

For the execution of the Order, an event of force majeure is understood within the meaning of French law, i.e. an event of an unforeseeable, irresistible nature beyond the control of the Seller, the occurrence of which makes it impossible to execute the Order.

The Seller may not, under any circumstances, be held liable and no compensation may be claimed from the Seller for delays or harmful consequences due to force majeure.

In the event of force majeure, the Seller will have an additional reasonable period of time for the execution of the Order.

14. CESSION

The Order may not be transferred in whole or in part, for a fee or free of charge, by one of the Parties, without the prior written consent of the other Party.

15. APPLICABLE LAW, LANGUAGE AND COMPETENT COURTS

These General Terms and Conditions of Sale and the resulting purchase and sale operations are governed by French law, unless otherwise stipulated in the Commercial Terms and Conditions.

They are written in French. In the event that they are translated into one or more languages, only the French text will be authentic in the event of a dispute.

Any dispute to which the Order may give rise, concerning its validity, interpretation, execution, termination, consequences and consequences, must in the first place and to the greatest extent possible, be settled by means of amicable negotiations between the Parties.

In the absence of an amicable agreement between the Parties within thirty (30) days from the date of first notification of the dispute by registered letter with acknowledgement of receipt notifying the difficulty in question, the dispute shall be submitted to the Commercial Court of Versailles, to which the Parties attribute exclusive jurisdiction, notwithstanding multiple defendants and third party claims, including for emergency and protective proceedings, in summary proceedings or on request.

16. MISCELLANEOUS PROVISIONS

In the event that any of the provisions of these General Terms and Conditions of Sale become, in whole or in part, null, unenforceable or illegal, this shall have no effect on the validity of the other provisions.

The failure of any Party to exercise or delay in exercising any right or remedy shall not constitute a waiver of such right or remedy, nor shall it constitute a waiver of any other right or remedy.