

<b>General Terms and Conditions for Sales to Professionals</b>	
Company name	MOBILIS DEVELOPMENT
Name of manager	Benoit JEANNEAU & Marc FERNANDEZ LADO
Company form	<i>Société par Actions Simplifiée (SAS)</i>
Trade and Companies Register No.	Annecy 435 136 262
Share capital	1 016 900 Euros
Registered office	Parc Altaïs - 7, rue Orion - 74650 CHAVANOD - FRANCE
Telephone	+33 (0)4 50 63 24 24
E-mail	adv@mobiliscase.com
Website	<a href="http://www.mobiliscase.com">www.mobiliscase.com</a>
Intra-Community VAT Number	FR64435136262

### **1 – Application and enforceability of the General Terms and Conditions of Sale**

These General Terms and Conditions of Sale are intended to govern our company’s commercial relationships with any **professional buyer** of our products, i.e., any natural or legal person who requests our products for a professional activity of any kind (hereafter the “**buyer**”).

These General Terms and Conditions of Sale are systematically delivered to each buyer in order to allow such buyer to place an order.

**The placement of an order entails the buyer’s full and unconditional acceptance of these General Terms and Conditions of Sale**, which take precedence over any other document of the buyer and in particular over any general terms and conditions of purchase.

### **2 - Orders**

To be valid, an order must specify, in particular, the reference, description, and quantity of the desired products, as well as the agreed price, payment terms and the place and desired date of delivery.

An order is final and binding on our company (even when placed through our agents or other intermediaries) only after it has been confirmed by e-mail by our company. Any order confirmed by our company cannot be subsequently modified or cancelled by the buyer without our company’s prior written consent.

Our company reserves any period of time necessary to conduct customary verifications of the buyer’s situation prior to any acceptance of a buyer’s first order.

If there is a discrepancy or contradiction between these General Terms and Conditions of Sale and the special terms and conditions set forth in our order confirmation, the latter will prevail.

#### ***Special case of orders of less than €1,000 (excluding tax)***

Any order of less than one thousand (1,000) euros (excluding tax) in product value may only be placed via our website [www.mobiliscase.com](http://www.mobiliscase.com)

Such orders are also governed by these General Terms and Conditions of Sale. Any order placed online therefore entails the unconditional acceptance of these General Terms and Conditions of Sale (which can be downloaded directly from our website in PDF format and printed by the buyer, and which must be accepted by the buyer in order to be able to place an order).

The buyer must follow the various order and online payment steps as indicated on the website.

The automatic recording systems will be deemed as constituting proof of the nature, content, and date of the order placed online by the buyer.

### **3 - Price**

Our prices are provided on demand. Our prices may be modified several times a year. Any change to our prices applies as from the date indicated by our company and will be notified to our customers in advance by post.

Our product prices are expressed in euros and are invoiced on the basis of the prices in force on the day of the order. All taxes, duties, and levies or other charges to be paid pursuant to French laws and regulations or those of an importing country or of a transit country shall be borne by the buyer.

Except as otherwise specifically agreed, our prices are indicated postage paid for any delivery in metropolitan France. However, if the buyer wishes a delivery in metropolitan France to be made at several sales outlets instead of at a single sales outlet, the costs and risks of transport and logistics will be borne by the buyer. For all deliveries outside metropolitan France, the applicable Incoterm shall depend upon the geographic zones of delivery. The list of Incoterms applied by our company according to geographic delivery zone is available upon the buyer's request. The applicable Incoterm is noted in our order confirmation.

Our prices are firm and non-adjustable. No deduction to the amount of our invoices will be accepted for any reason, nor will any withholding, penalty, indemnity, or discount for any reason whatsoever.

#### **4 – Delivery of the products**

##### **4.1 Method of delivery**

Delivery shall be made in accordance with the order by delivery to a shipper or carrier.

In any event, delivery will only be made if the buyer is current in its obligations to our company.

##### **4.2 Delivery times**

Delivery times are given for information purposes only, as they notably depend on the availability of carriers and the order in which orders arrive.

Delays in deliveries do not give the buyer the right to cancel the sale or other pending orders, to refuse the products, or to claim indemnification.

In the event of a partial delivery of the order, the fact that a portion of an order has not yet been delivered may not delay payment for the portion which has been delivered. The remainder of the order shall be delivered as and when we are able. Beyond a period of three (3) months as from the indicative delivery date stated in our order confirmation, we reserve the right to offer a replacement product to the buyer under the same conditions.

##### **4.3 Force majeure**

Our company shall be released from the obligation to deliver products ordered by the buyer if a *force majeure* event occurs. The following are expressly deemed to be *force majeure* events: i) war, criminal attack, riot, requisition, arbitrary government action (*fait du prince*), reduction of exports or imports by authorities, interruption or delay in goods transport services, and ii) strikes (whether partial or total) of our staff, our suppliers, or of our transportation or port intermediaries, and iii) natural disasters (ice, fire, storms, flood, roads restrictions during thaws, etc.), and iv) supply problems, disabling of machines, supplier manufacturing delays, and v) more generally, any event beyond our control and any cause beyond the control of our suppliers.

Our company will advise the buyer of the *force majeure* event by any means as soon as possible, and the order affected by such event shall then be automatically suspended as from the date the event occurred, without the buyer being able to claim any compensation from our company on such grounds. If a *force majeure* event lasts more than thirty (30) days as from the date of its occurrence, the order in question may be cancelled by our company or by the buyer without either party being able to claim any compensation whatsoever on such grounds.

##### **4.4 Risks**

In case of a sale agreed to be postage paid, risk shall be transferred to the buyer upon delivery of the products. In all other cases, and unless otherwise specifically agreed, the risks transfer to the buyer as soon as the products are handed to the goods carrier and the products therefore travel at the buyer's risk, regardless of the method of transport. In any event, in case of damaged or missing items, the buyer shall be responsible for making all necessary findings and for confirming its objections and reserves by extra-judicial means or by registered mail with advice of receipt to the carrier within three (3) days following receipt of the products, in accordance with Article L.133-3 of the French Commercial Code.

#### **5 - Payment for products – Retention of title**

##### **5.1 Payment period**

Except as otherwise specifically agreed, our invoices are payable at our company's registered office within thirty (30) days as from their issue date.

Except as otherwise specifically agreed in writing in advance, no early payment discount will be granted.

In the event of a previous payment issue and/or if the buyer's financial situation gives rise to justified concerns as to its solvency, our company reserves the right to demand a cash payment for all or part of the amount of the order before any acceptance of the order. Likewise, with respect to orders in progress, our company reserves the right to revisit the payment terms that have been granted by requiring guarantees or terms of payment such as a cash payment or payment before delivery.

As an exception to the payment period set out above, any order of less than 1,000 euros (excluding tax) placed on our websites is payable in cash at the time of the order.

### **5.2 Late payment or failure to pay**

Any late payment shall result in, automatically and without any formality being due and commencing on the day following the due date of the unpaid invoice, and without prejudice to any claim for damages:

- all amounts owed by the buyer in respect of all other deliveries becoming immediately due and payable;
- and the application by our company of a penalty at a rate equal to 1.25% per month, i.e., 15% per year, calculated on the pre-tax amount of the unpaid invoice;
- and the application of a lump-sum compensation per unpaid invoice for collection expenses, pursuant to French law no. 2012-387 of 22 March 2012, the amount of which is currently set by decree at 40 euros;
- and/or the option for our company to suspend and/or terminate, automatically and without any formality or prior notice being due, all or part of the orders that have not yet paid and, correspondingly, to request via a proceeding for interim relief (*référé*), the return of the products at the buyer's risk and expense.

The buyer shall not defer payment of our invoices on the grounds of a claim of any nature against our company and/or any form of set-off.

### **5.3 – Retention of title**

**OUR COMPANY RETAINS TITLE TO THE PRODUCTS DELIVERED UNTIL PAYMENT IN FULL OF THE PRICE, IN PRINCIPAL AND INCLUDING ALL ANCILLARY AMOUNTS, BY THE BUYER. THE BUYER UNDERTAKES NOT TO REMOVE THE PACKAGING AND LABELS ON PRODUCTS WHICH HAVE BEEN DELIVERED BUT HAVE NOT YET BEEN PAID FOR. THE PRODUCTS IN THE BUYER'S POSSESSION SHALL BE PRESUMED TO BE THOSE FOR WHICH PAYMENT HAS NOT YET BEEN MADE. CONSEQUENTLY, OUR COMPANY MAY RECOVER THEM IN THE EVENT OF A PAYMENT DEFAULT IN RESPECT OF SOME OR ALL OF THE TOTAL PRICE, AT THE BUYER'S EXPENSE AND RISK, WITHOUT PREJUDICE TO ANY CLAIM FOR DAMAGES.**

**THE BUYER IS AUTHORIZED TO RESELL THE DELIVERED PRODUCTS IN THE ORDINARY COURSE OF ITS BUSINESS. IN SUCH CASE, OUR COMPANY'S RIGHTS MAY BE EXERCISED OVER THE PROCEEDS FROM THE SALE OF THESE PRODUCTS.**

**THIS CLAUSE DOES NOT PREVENT THE RISKS OF THE PRODUCTS FROM BEING TRANSFERRED TO THE BUYER UPON DELIVERY OR UPON THEIR BEING DELIVERED TO THE CARRIER PURSUANT TO ARTICLE 4.4 ABOVE.**

## **6 – Defects - Claims**

### **6.1 Receipt – Return of Goods**

Without prejudice to the arrangements to be made vis-a-vis the carrier, any claim by the buyer for visible defects, non-conformity or missing items will only be examined by our company if made by letter sent by registered mail with advice of receipt within eight (8) days of receipt of the product. After this period, no claim will be admissible. The buyer is responsible for supplying with its claim all supporting evidence as to the existence and nature of the visible defects or missing items reported.

No merchandise may be returned by the buyer without our company's prior written consent (regardless of any acceptance by our agents or intermediaries) obtained by fax or by e-mail, notably. Any product returned without our prior consent will be made available to the buyer and will not give rise to a credit. The same applies to any product returned without the label indicating the product's reference, its serial number (if applicable) or not accompanied by proof of purchase (invoice).

If, after return and inspection, a visible defect is in fact found, our company will only replace the non-conforming products without charge and will reimburse the buyer for the costs incurred for their return, without the buyer, who so accepts, being able to claim from our company any indemnity or the cancellation of the sale as a result of the discovered defect. Our company reserves the right to apply a price reduction (*réfaction*) to the defective products as well as a maximum reshipment time-limit.

Any acceptance of a return of products following a mistaken order by the buyer may be subject to the buyer being required to place a replacement order for a minimum amount.

## **6.2 Warranties**

### **6.2.1 Warranty against hidden defects**

Our products are guaranteed against any defects in material, design, and manufacture. An action undertaken under the warranty shall not extend the duration of the warranty.

Under this warranty, our company's sole obligation shall be the replacement of the defective product without charge.

The following are excluded from the warranty granted the buyer: visible defects, defects that did not exist at the moment of sale (in particular, defects resulting from a cause that is external to the product or from any action, handling, transformation, or modification carried out by the buyer or any third party on the product and not contemplated or specified by the manufacturer), defects and damage caused by natural wear and tear of the product, by abnormal use of the product, or use with incompatible accessories, or from defective maintenance of the product.

To benefit from the warranty, the buyer must give notice of its claim based on a hidden defect in the product by letter sent by registered mail with advice of receipt within eight (8) days of the buyer's discovery of the defect. The buyer shall be responsible for proving the date on which the defect was discovered. The buyer shall be responsible for furnishing along with its claim letter all evidence as to the existence and nature of the hidden defect reported and as to the conditions in which the product has been used. After written acceptance by our company of the product return, the product will be inspected by our company. Any product returned without our prior consent will be made available to the buyer and will be excluded from the warranty.

Any expenses incurred in connection with returning the product shall be borne by the buyer, who may not claim any compensation if the product is made unavailable due to the application of the warranty.

If the warranty does apply, the product replacing the defective product will be shipped to the buyer at our company's expense.

### **6.2.2 "Lifetime warranty" on some of our products**

Some of our products are "guaranteed for life", i.e., for an unlimited period of time.

Under this warranty, our company's sole obligation will be the replacement of the damaged product, without charge.

The following are excluded from the warranty granted the buyer: damage to the product resulting from a cause that is external to the product or from any action, handling, transformation, or modification carried out by the buyer or any third party on the product and not contemplated or specified by the manufacturer, defects and damage caused by natural wear and tear of the product, by abnormal use of the product, by use that is non-conforming to the purpose of the product, by use with incompatible accessories, or from defective maintenance of the product.

To benefit from the warranty, the buyer must send our company, by letter sent by registered mail with advice of receipt, the purchase invoice, the serial number (if applicable) and 8 photographs of the damaged product. If the warranty does apply, the product replacing the defective product will be shipped to the buyer at the buyer's expense.

## **7 - Liability**

In no instance shall any claim made by the buyer entitle the buyer to suspend payment for the products in question, much less suspend payment for any other products delivered by our company, nor to any set-off.

In any event, we cannot be held liable for an amount exceeding the price (excluding tax) of the faulty or defective products delivered, nor for indirect damages of the buyer, whatever their origin, such as loss of revenues or customers, loss of profit, labor costs, storage or transportation costs, penalties billed to the buyer by its own customer, deteriorations of goods other than the product itself, etc.

## **8 - Intellectual Property**

All our products are protected by intellectual property rights to which our company has exclusive title.

Any unauthorized reproduction of our products constitutes an infringement of our rights and shall be liable to legal proceedings before the competent courts.

## **9 – Applicable law - Disputes**

### ***9.1 Law applicable to the sale***

THESE GENERAL TERMS AND CONDITIONS OF SALE AND, MORE GENERALLY, THE ENTIRETY OF THE COMMERCIAL RELATIONSHIP BETWEEN OUR COMPANY AND THE BUYER, ARE GOVERNED BY FRENCH LAW.

### ***9.2 Court having jurisdiction in the event of litigation***

ANY DISPUTE RELATING TO THE SALE OF OUR PRODUCTS TO THE BUYER IS SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COMMERCIAL COURT EXERCISING TERRITORIAL JURISDICTION OVER THE PLACE OF OUR REGISTERED OFFICE, INCLUDING IN CASE OF IMPLADER (*APPEL EN GARANTIE*) OR MULTIPLE DEFENDANTS.