GENERAL CONDITIONS OF SALE AND RENTAL

These general conditions of sale set out the entirety of the parties' obligations. They constitute the sole basis of the commercial relationship between the parties, and, as such, the CLIENT is deemed to have accepted them unreservedly. The general conditions of sale prevail over all other documents, including any general conditions of purchase. They shall apply, without limitation or reservation, to all the services rendered by ECOMESURE to the CLIENT. The CLIENT has received and accepted the general conditions of sale and agrees that their relationship shall be exclusively governed by these general conditions. ECOMESURE reserves the right to occasionally modify its general conditions. These conditions shall apply as soon as they are made available online.

1. If a condition of sale is not satisfied, it will be deemed to be governed by the practices applicable in the remote sales sector whose companies have their head office in France.

These general conditions of sale shall be notified to CLIENT on request to enable them to place an order. The general conditions below apply to all supplies of Products by ECOMESURE to the CLIENT (hereinafter the "Provisions of the associated services") directly or through its websites [http://www.ecomesure.com] (the "Site").

ARTICLE 1 FORMATION OF CONTRACT

1.1 Parties

a. "the ECOMESURE estimate or the technical and business offer accepted by the CLIENT"

b. "the price of the purchased Product(s)"

c. "the provisions of the Products available for sale"

d. "the Client’s account"

2. This paragraph shall apply to the CLIENT

3. These terms of use and/or the order accepted by ECOMESURE, and/or the CLIENT, shall be deemed to constitute an agreement and in the event of a disagreement, it is agreed that the CLIENT shall be informed by email in the event that an ordered Product is unavailable. The order shall be cancelled. ECOMESURE guarantees that the Products comply with the technical specifications defined in the product's technical sheet (electrical, IT, hydraulic, compressed air and so on), chassis, frameworks, apparatus supporting structures, insulation and protection

ARTICLE 8 LEASING EQUIPMENT

The period of the lease is stated in the special conditions. Throughout the period of the lease and up until the end of the rental period, the CLIENT is prohibited from selling, etc. Any other form of disposal of the cancellation shall be accepted. Such notification must be clear and express the desire to cancel. In this case, an additional 14 days from the delivery date will be added to the delivery date.

ARTICLE 7 TRANSFER OF RIGHTS – RESERVATION OF OWNERSHIP

The customer undertakes to inform the supplier in writing in the event of a dispute relating to the products. In this case, an additional 14 days from the delivery date will be added to the delivery date.
Contract, subject to the usual tolerances. As soon as the CLIENT receives the Products, he must check them and, if he finds a fault or non-conformity, must inform ECOMESURE of this immediately in writing, providing it with all the information needed to describe the nature of the fault noted. The Parties undertake to work together to carry out a joint analysis of the faults noted in order to determine their origin.

Unless this is explicitly referred to in the Contract ECOMESURE does not guarantee that the Products are suitable for a given use, and nor does it guarantee its performance or other specifications. All the consequences of specifications which have been validated by the CLIENT, the normal wear and tear of the Products, all consequences of negligence, lack of supervision or maintenance, incorrect maneuvers not attributable to ECOMESURE, use which does not comply with the specifications, the effects of the environment where the product is being used (energy, chemical, electrical or electrochemical influence, etc.) a change or repair made without the written approval of ECOMESURE, are also excluded from any guarantee. Batteries, thermostouples, thermometers, glass or quartz parts, heating resistances and consumables are excluded from any guarantee. The CLIENT must pay in full for any intervention carried out by ECOMESURE which is not covered by a guarantee.

Under the heading of the Product guarantee, for a period of 12 months following delivery ECOMESURE modifies, repairs or replaces, as it sees fit, Products recognized to be faulty, subject to the CLIENT having fulfilled all its obligations towards ECOMESURE. For all on-site procedures the Client shall provide access to the website for ECOMESURE (access clearance, etc.), with the former also notifying the latter of its obligations arising from the operations being performed on-site (regulations, etc.). ECOMESURE is responsible for labor costs for changes, repairs or replacements (excluding accommodation costs) excluding the costs incurred and the labor required by the conditions of using or installing the Product (e.g. transport and accommodation costs, costs for returning the faulty Product, costs for sending back the repaired Product, dismantling and reassembling items not forming part of the Product, etc.) Costs for returning or moving the equipment remain the responsibility of the CLIENT. The Product can only be returned after the prior, written agreement of ECOMESURE has been obtained. Faulty parts which have been replaced become the property of ECOMESURE. No claim under the guarantee can be presented over 12 months after Delivery. The CLIENT is informed of the possibility of requesting more extensive guarantees for an additional price and knowingly accepts the extent and limitations of the guarantee referred to above.

**ARTICLE 10 RESPONSIBILITY**

ECOMESURE cannot be held liable except in the case of a failing considered to be the result of its action and for the direct damages this has caused, to the exclusion of any indirect damage or moral prejudice (commercial damage, loss of clientele, loss of orders, loss of production, loss of earnings, interference with business, loss of profit, damage to the brand image, claims from third parties, etc.) within the limits of the amounts paid by the CLIENT to ECOMESURE under the Contract. No claim or any kind can be lodged more than one year after its obligating event.

**ARTICLE 11 INDUSTRIAL PROPERTY**

Plots, studies and documents of any kind (referred to hereinafter as “Studies”) produced by ECOMESURE and sent to the CLIENT are the property of ECOMESURE. Sending through these Studies does not constitute a transfer of rights (in particular rights of industrial property and/or intellectual rights) held by ECOMESURE or the granting of any license over the Studies sent through. Studies cannot be reproduced and/or used by the CLIENT without ECOMESURE's written authorization. The CLIENT undertakes to return to ECOMESURE on its first request, all the Studies in its possession, without keeping any total or partial copies.

**ARTICLE 12 PERSONAL DATA**

The CLIENT is hereby notified and accepts that when an order is placed, ECOMESURE may store, process and use the data indicated in the order for the purposes of processing the order, in compliance with the French and European regulations that apply in respect of personal data protection. This data is strictly confidential and is only intended for ECOMESURE for the sole purpose of carrying out the order. The data shall be kept for a period of two (2) years from the end of the Contract. In accordance with regulations, the CLIENT has the right to access, rectify, delete and port its data, to restrict or oppose the processing, a right to make a claim before the supervisory authority and issue instructions as to how the data is to be handled. The CLIENT may exercise its rights by contacting ECOMESURE at the following email address: info@ecomesure.com or the following postal address: 4, rue René Razel, 91400 Saclay.

**ARTICLE 13 TERMINATION**

The Contract shall be terminated by right by ECOMESURE fifteen (15) days after sending formal notification, sent by registered letter with return receipt to the CLIENT, has failed to produce any effect with regard to non-compliance with this Contract (particularly in the event of non-payment).

**ARTICLE 14 TRANSFER - SUB-CONTRACTING**

ECOMESURE reserves the rights to sell, transfer or hand over to a third party, in whatever form, the rights and obligations of the Contract (in particular manufacture of the Products) subject to this third party replacing ECOMESURE in manufacturing them.

**ARTICLE 15 FORCE MAJEURE**

If circumstances arise which cannot reasonably be foreseen and which may hamper ECOMESURE's fulfillment of its obligations, ECOMESURE shall not be liable for the failure to fulfill its obligations subject to having informed the CLIENT of this immediately and having taken all necessary measures to limit their effects. If the effects of an exceptional circumstance extend for longer than 90 days, the CLIENT may terminate the Contract on simple notification by registered letter with return receipt. Should this occur, the CLIENT undertakes to reimburse ECOMESURE for all the costs incurred in drawing up the Contract. In particular, this section applies to: changes in the law or regulations, governmental acts, social conflicts, blockades, wars and riots, natural catastrophes, serious accidents, strikes relating to transport, means of communication or supplying energy.

**ARTICLE 16 SETTLING DISPUTES**

If any dispute arises as a result of this Contract, the parties shall, in good faith, do their utmost to seek an amicable solution. Prior to taking any legal action, and unless there is a request for evidential or preventive measures, they undertake to give their respective counsel a mandate to seek an amicable solution between one another and in the strictest confidentiality. If an amicable solution cannot be reached within a period of 3 months, all disputes relating to the Agreement (in particular its signature, validity, fulfilment, interpretation, termination and obligations subsequent to termination) shall be the exclusive competence of the Commercial Court of Evry.