

GENERAL TERMS AND CONDITIONS OF SALE

Applicable to the lamp, light, candelabra and electrical accessory industries and services related to equipment intended for use in lighting.

Any order placed with LEC implies acceptance by the buyer of these general terms and conditions of sale and renunciation of its own general terms and conditions of purchase. The clauses relating to the buyer's purchase orders or correspondence may not derogate from these, except with the express agreement on the part of LEC, mentioned in its offer or order information.

1 — GENERAL POINTS

The prices and information contained in catalogues, prospectuses and price lists are only approximate, LEC reserves the right to make any adjustments to the layout, form, dimensions or material of its appliances, machines and parts, whose markings and descriptions appear on its advertising leaflets. Our offers and quotes are valid for 90 days. Our supplies are limited to those items listed in the quote. Our offers may be revised in accordance with the price revision formulas published by the "Syndicat de l'Éclairage" (French Lighting Association). The sale contract, even in case of prior quote or offer, shall only be considered finalised once the buyer's order has been expressly accepted by LEC.

Each order involves special manufacturing specific to the buyer's order. In the absence of any dispute by the buyer, within 48 hours of our acknowledgement of receipt of the order, the terms and conditions stipulated in this acknowledgment of receipt shall be deemed to have been accepted. Any subsequent adjustment in relation to this acknowledgment of receipt may only be accepted by LEC with the written agreement of the buyer that it shall cover the cost of this adjustment, calculated in accordance with the manufacturing progress. The weights given in the quote or contract are only approximate. They may not under any circumstance result in claims or price reductions when the item is sold at a fixed price. When the item is sold as an unfinished product, the prices invoiced are drawn up on the basis of the product supplied. Quotes for foundation bases are only approximate. These bases must be erected by the buyer, under its own responsibility, taking in account the variations required by local conditions.

For additional supplies, the prices and new delivery terms shall be discussed specifically between LEC and the buyer. Under no circumstance may the additional supplies be detrimental to those of the main order. Display equipment must be returned within two months. Failure to do so will result in the item being invoiced under the conditions of the offer, in accordance with the law. LEC undertakes to provide replacement items for 10 years. LEC does not guarantee that the identity of the replacement item shall be the same as the item replaced.

2 — INTELLECTUAL PROPERTY

LEC retains full intellectual property rights for all its projects, studies and documents of any kind. These may not be communicated or executed without its written authorisation. In case of written communication, these must be returned on request. The technology and expertise, patented or otherwise, as well as all industrial and intellectual property relating to the products and services, remain the exclusive property of LEC. The buyer is only granted a non-exclusive right to use the products.

3 — DELIVERY TERM

Delivery is deemed to have been taken place at the LEC factories or stores. LEC is automatically exempt from any commitment relating to the delivery period if the payment conditions have not been respected by the buyer, or:

- in case of force majeure. Any event beyond LEC's control, which interferes with normal operation at the product manufacturing or shipping stage, shall be considered a case of force majeure;
- in case of events such as lockout, full or partial strike, impeding the smoothing running of LEC or one of its suppliers, subcontractors or hauliers, interruption to transport, energy supply, raw materials or spare parts, epidemic, war, requisition, fire, bad weather, natural disaster, machinery accident, delay in transport or other event leading to short-time working;
- when the information to be provided by the buyer does not arrive in good time, as well as in the case of adjustments or new specifications.

a) Delays

The delivery terms are purely approximate and are not guaranteed.

A delay does not entitle the buyer to cancel the sale, refuse the merchandise or receive any damages.

LEC reserves the right to bring the delivery forward in relation of the date stated.

b) Penalties

No late delivery penalties shall be accepted, unless included in the specific contractual provisions. These may then not exceed 5% of the value, workshop or store, of the item(s) still to be delivered. These penalties may only be applied if LEC is responsible for the delay and if it has resulted in actual losses. They may not be applied if the buyer did not notify LEC in writing at the time of order and confirm, at the scheduled delivery time, its intention to apply the penalties or if LEC did not agree in writing. These penalties shall be classed as fixed damages in full discharge, exclusive to any other form of compensation.

4 — TRANSPORT

Our merchandise is transported at the buyer's own risk. It is the responsibility of the buyer to check the consignment on arrival, report any reservations and make any claims with the haulier, even if the consignment is carriage-paid. Our free transports always imply unloading by the recipient; the driver cannot do this alone. All additional transport costs (in case of incorrect delivery address or absence of the recipient) shall be automatically passed on to the buyer.

a) Complaints

Notwithstanding the legal obligations to be taken into account, LEC must be notified of any complaint regarding the nature, type, characteristics, delivery notes or visible quality of products by registered mail with acknowledgment of receipt within a maximum period of eight calendar days from delivery.

b) Packaging

Non-returnable packaging shall always be the responsibility of the customer and shall not be collected by LEC. In the absence of any specific indication on the subject, packaging shall be prepared by LEC, who shall act in the customer's best interests.

c) Returns

Each order involves special manufacturing, the return of a delivered product can only be accepted under exceptional circumstances and only with the prior written agreement of LEC and under the conditions fixed by LEC.

Once LEC has accepted the return, the product must be returned within eight calendar days, in the condition in which it was delivered, both in terms of the products itself as well as its packaging. In case of damage to the item(s), repair costs shall be covered by the buyer.

5 — PAYMENT TERMS AND CONDITIONS

Payment conditions are set out in the contract. The invoice mentions the date on which payment must be made as well as the late payment penalty rate payable from the date following the date stated on the invoice. The payment term is fixed at forty-five days from the end of the month in which the invoice is issued. Any further delay shall be considered an abuse within the meaning of article 21 of French law no. 2008-776 of the 4th of August 2008. Non-payment of any instalment shall automatically signify a default and as a result all sums owed shall become payable with immediate effect, even future instalments. All sums not paid on their due date shall, from the first day of delay and without the need for normal notice, bear interest at the European Central Bank rate, plus 10 points, in accordance with the provisions of European Directive 2000/35 of the 29th of June 2000 and French Law no. 2008-776 of the 4th of August 2008, without prejudice to the infringement being brought to an end. LEC reserves the right to increase the value of the debts owed by 15%, as a penalty clause, and to apply a fixed-rate penalty of €40 for recovery costs. For first orders, payment shall be made in cash on receipt of invoice. In case of dispute or partial performance of the contract, the payment shall remain payable for the undisputed or partially performed section of the contract. Payment is deemed to have been made on the date on which the customer makes the funds available to LEC or its subrogee. Services related to the supply are payable in cash net and without discount.

LEC reserves the right to renounce the payment term initially indicated and to demand payment prior to dispatch.

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7 – GUARANTEES

LEC is ISO 9001 version 2008 certified and, as such, certifies that all its manufactured equipment shall be delivered in perfect working order, having undergone the testing described in its procedures.

The term for which the various performances of an item are guaranteed is in no way an indication of the average, maximum or actual life of the equipment in question.

I. Defects covered by the guarantee

LEC undertakes to put right any fault in the equipment supplied, resulting from any defect in equipment installed in accordance with best practices, by qualified professional, respecting all instructions specific to the equipment offered by LEC, in relation to both commissioning and maintenance. These best practices are defined in particular in the "Recommandations relatives à l'éclairage des voies publique" (Recommendations relating to public street lighting), published by the "Association française de l'éclairage" (French Lighting Association), as well as the "Maintenance en éclairage extérieur" (Outdoor lighting maintenance) plaque published and distributed by the "Syndicat de l'Éclairage" (Lighting Association). LEC shall not be liable in case of defect resulting from equipment supplied by the buyer or a design imposed by the latter or in case of failure beyond LEC's control (overvoltage, lightning, vandalism, etc.).

A. The term and benefit of the guarantee can only be accepted by LEC if the buyer can prove that the storage, installation, operating, maintenance and upkeep conditions defined by LEC have been respected.

B. LEC does not guarantee equipment connected without its agreement to other components in a unit.

C. The repairs and replacement parts supplied as part of the initial guarantee shall be guaranteed under the same terms and conditions as the original equipment and for a new terms equal to the term initially defined. The guarantee of the other parts and items initially supplied shall only be extended if necessary by the downtime for replacement or repair.

II. Start of the guarantee

The guarantee period starts on the delivery date stated on the delivery slip accepted and signed by the buyer or its representative. If, at the buyer's request, the dispatch of the equipment already manufactured in full is deferred for any reason beyond LEC's control, the extension of the guarantee period may not exceed three months beyond the initial delivery date defined.

III. Guarantee period

Lights, candelabras, stands, electrical accessories:

- Guarantee against all manufacturing defects: 3 years;

- Galvanisation guarantee: 1 year;

- Paint guarantee: 1 year.

The galvanisation guarantee, verified in accordance with French standard NF A 91-121 "Galvanisation par immersion dans le zinc fondu" (Galvanisation by immersion in molten zinc), can only be applied if the product has not undergone treatment subsequent to its original treatment. The paint guarantee relates only to adhesion properties, defined by French standard NF EN ISO 24-09 "Peintures et vernis. Essais de quadrillage" (Paints and varnishes. Cross hatch testing).

IV. Buyer's obligations

To be able to make a claim under this guarantee, the buyer must, in writing and without delay, notify LEC of the defects that he attributes to the equipment and supply all evidence. He must give LEC every opportunity to observe these defects and to resolve them. He must abstain, except with the written agreement of LEC, from carrying out any repairs or having these carried out by a third party. Any breach of these provisions shall lead to the cancellation of the guarantee, except in case of recognised force majeure involving personal safety.

V. Implementation of the guarantee

A. Once notified, LEC must make good the defect or have it made good by a third party with immediate effect and at its own expense with the sole aim of meeting its obligations, reserving the right to make adjustment to the equipment to obtain the initial performance and guarantees.

B. Should the equipment need to be repaired in situ, LEC shall not cover the labour costs corresponding to this repair work.

C. Parts replaced free of charge shall be returned to LEC, and the latter shall resume ownership thereof.

VI. Damages

LEC's liability is strictly limited to the obligations defined above, and it is expressly agreed that LEC shall not be required to pay any other compensation for material or non-material damages, consequential or otherwise.

VII. Specific guarantees

These are added to the general conditions as part of the specific deal and must be included in a written contract between LEC and the buyer. They shall only be accepted by LEC if accompanied by a technical definition of the risks guaranteed and specific conditions under which the equipment under guarantee must be used, operated, kept and maintained in good condition.

8 – LIABILITY

a) Liability for direct material damages.

LEC is required to make good any direct material damage caused to the buyer, which may result from faults attributable to LEC under the performance of the contract. In this respect, LEC is not required to make good the adverse consequences of the buyer or third parties relating to the performance of the contract, or damages resulting from LEC's use of technical documents, data or any other medium supplied by or whose use is required by the buyer, which may contain errors undetected by LEC.

b) Liability for indirect and / or non-material damages.

Under no circumstances shall LEC be required to provide compensation for non-material and / or indirect damages such as operating losses, loss of profit, loss of business, etc. LEC's liability is strictly limited to the obligations expressly stipulated in the contract. All penalties and compensation provided for herein shall be fixed damages in full discharge, exclusive to any other penalty or compensation.

c) General provisions

With the exception of gross negligence of LEC and personal injury compensation, LEC's liability is limited, all-cause, to a sum which, unless otherwise stipulated in the contract, has an upper limit of the sums received for the supply or service at the time of the claim. The buyer guarantees that its insurers and any third parties in contractual relationships with it shall not bring any claims against LEC or its insurers beyond the limits and in case of the exception fixed above.

d) End-of-life

LEC shall meet its legal obligations relating to the end-of-life of the lights that it markets by financing the RECYLUM recycling system dedicated to "DEEE Pro" (professional lamps and electrical equipment). Customers enjoy a free collection service for their used equipment. For further information visit the website www.recyclum.com.

9 – SPECIFIC CONTRACTS

a) Bespoke jobs

As regards bespoke jobs, the manufacturer exclusively guarantees compliance with the dimensions, tolerances and specifications indicated. When the manufacturer is required to supply the material, he shall be required, in case of non-compliant or defective items, where the number exceeds the tolerances, only to replace them free of charge, without having to pay any damages. When the material or the parts are supplied by the customer, the manufacturer, in case of non-compliance not resulting from a defect inherent to the material and affecting a number of items exceeding the tolerances, shall be required, at the discretion of the customer, either to provide a credit note corresponding to the manufacturing price of the scrapped parts, or to redo the work using the necessary material or parts supplied by the customer. Unless expressly stipulated in the contract, the manufacturer shall only be liable for the loss or damage of material or parts entrusted to him if a serious breach of normal standards of prudence and diligence for work of this type is noted.

b) Repairs

Unless otherwise agreed, repairs shall not be covered by any guarantee other than that of proper implementation of said repairs.

10 – DISPUTES

In the absence of amicable agreement, it is expressly agreed that any dispute relating to the contract shall come under the exclusive jurisdiction of the Lyon court, even in case of third parties and multiple defendants.