

GENERAL TERMS AND CONDITIONS OF SALE – VERSION: 26/08/2025

APPLICATION – OPPOSABILITY

These general conditions of sale are systematically sent or given to each purchaser to enable them to place an order.

Consequently, placing an order implies the buyer's full and unreserved acceptance of these general terms and conditions of sale to the exclusion of all other documents such as prospectuses, catalogues, issued by IPO Technologie and which only have an indicative value. No special condition may, unless formally accepted in writing by IPO Technologie, prevail over the general conditions of sale. Any condition to the contrary opposed by the purchaser, in particular in his order forms and correspondence, will therefore, in the absence of express acceptance, be unenforceable against IPO Technologie, regardless of when it may have been brought to its attention.

The fact that IPO Technologie does not take advantage at a given time of any of these general conditions of sale may not be interpreted as a waiver of the right to take advantage at a later date of any of the said conditions.

Special conditions are left to the discretion of IPO Technologie, which reserves the right to modify them.

ORDERS - MINIMUM AMOUNT OF ORDERS

Orders are not final until they have been confirmed in writing.

IPO Technologie is only bound by orders taken by its agents, representatives or employees subject to written confirmation.

Similarly, the buyer is deemed to accept the content of the order confirmation if, within eight days of receiving it, and in any event before delivery, he has not made his comments known in writing.

The minimum order value is 200 Euros excluding VAT. Below this amount, administrative costs of 50 Euros excluding VAT will be invoiced.

The benefit of the order is personal to the purchaser and may not be transferred without the agreement of IPO Technologie.

ORDER MODIFICATION

Any order modification or cancellation requested by the purchaser can only be taken into consideration if it is received in writing 2 months before shipment of the products. IPO Technologie reserves the right to refuse such request or to charge additional fees in the event of an order cancellation or modification.

In the event of termination or modification of an order not accepted by IPO Technologie, the Buyer shall pay compensation equal to ninety percent (90%) of the order amount, excluding taxes.

DELIVERY

Purpose of delivery

IPO Technologie reserves the right to make any changes it deems necessary to its products at any time and, without obligation to modify products previously delivered or in the process of being ordered, IPO Technologie reserves the right to modify the models defined in its prospectuses or catalogues without prior notice. Modifications, in particular the deletion of items, may under no circumstances result in forced deliveries or claims for damages.

Methods

Delivery is made either by direct handover of the product to the buyer, or by simple notice of availability, or by delivery to a shipper or carrier in IPO Technologie's warehouses.

The buyer undertakes to take delivery within thirty days of the notice of availability. Once this time limit has expired and eight days after IPO Technologie has sent a formal notice by registered letter with acknowledgement of receipt which has remained unsuccessful, custody costs amounting to 3% of the amount of the order excluding taxes per week of delay shall be charged.

Deadlines

Deliveries will only be made subject to availability and in the order in which orders are received. IPO Technologie is authorised to make full or partial deliveries.

Delivery times are indicated as accurately as possible but are subject to IPO Technologie's supply and transport possibilities.

Exceeding the delivery time may not give rise to damages, deductions or cancellation of orders in progress. However, if thirty days after an unsuccessful formal notice, the product has not been delivered, for any reason other than force majeure, the sale may then be cancelled at the request of either party.

The following are considered to be cases of force majeure discharging IPO Technologie from its obligation to deliver: war, riots, fire, strikes, accidents and the impossibility for IPO Technologie to be supplied.

IPO Technologie will keep the buyer informed, in good time, of the cases and events listed above.

In any event, delivery on time can only occur if the buyer is up to date with its obligations towards IPO Technologie, whatever the cause.

Transfer of risks

Except where transport is provided by IPO Technologie, the transfer of risks on the products, even in the case of a sale agreed carriage paid, takes place upon dispatch from IPO Technologie's warehouses, notwithstanding the reservation of title.

With the aforementioned exception, the products travel at the risk and peril of the recipient, who is responsible in the event of theft, delay, damage or shortages to make all necessary observations and confirm his reservations by extrajudicial act or by registered letter with acknowledgement of receipt to the carrier within three days of receipt of the goods.

RECEPTION

Without prejudice to the measures to be taken with regard to the carrier, complaints about apparent defects or the non-conformity of the product delivered with the product ordered or with the dispatch note must be made in writing within 48 hours of the arrival of the products.

It is the buyer's responsibility to provide any justification as to the reality of the defects or anomalies found. It must allow IPO Technologie every facility to ascertain these defects and to remedy them. It will refrain from intervening itself or having a third party intervene for this purpose.

RETURNS

Terms and conditions

Any request to return a product must be made in writing to IPO Technologie's after-sales service within a maximum of 1 month from the date of receipt of the product, in order to obtain an RMA number (Return Material Authorisation). Contact: +33 (0)4 72 68 80 98

<https://sav.ipo-sa.com/>

Any product returned without this written agreement will be held at the buyer's disposal and will not give rise to the issue of a credit note. The costs and risks of the return are always borne by the purchaser.

Products must be returned in their original packaging with all accessories and documentation supplied. Returned goods are accompanied by a return slip to be attached to the parcel and must be in the condition in which IPO Technologie delivered them.

Returns should be made to: IPO Technologie

84 avenue des Bruyères
69150 Décines-Charpieu, France

Consequences

Any return accepted by IPO Technologie will result in the establishment of a credit to the benefit of the buyer, after verification of the quality and quantity of the products returned; the credit will be established after deduction of administrative costs and restocking estimated at a flat rate of 50% of the item invoiced. No return shall be accepted for products that are not designed by IPO Technologie or that are manufactured to the Buyer's specific requirements.

GUARANTEE

IPO Technologie products are guaranteed for 2 years parts and labour by return to the workshop.

The FUTURA range is guaranteed for 5 years parts and labour by return to the workshop (excluding SSD guaranteed for 2 years).

For other products, the guarantee is 1 year parts and labour by return to the workshop.

For extended warranties:

200 Euros flat rate per additional year; maximum three-year extension for IPO Technologie-designed products excluding FUTURA (no warranty extension) and large products (32" and above).

Standard mechanical wear parts (fan, hard disk, etc.) and LCD backlight tubes are excluded from extended warranties.

The seller does not guarantee that the software is free from defects or bugs. The purchaser undertakes to comply with the conditions of use of said software, as recommended by IPO Technologie.

Interventions under the warranty shall not have the effect of extending the duration of the warranty.

Under no circumstances may IPO Technologie be held liable beyond that of its own suppliers.

Under this warranty, the only obligation incumbent on IPO Technologie shall be the free replacement or repair of the product or component recognised as defective by its services, to the exclusion of any other damage, in particular indirect damage (loss of productivity, operating loss). The parts replaced free of charge are made available to IPO Technologie and become its property again.

To benefit from the guarantee, all products must first be submitted to IPO Technologie's after-sales service, whose agreement is essential for any replacement. Any carriage costs shall be borne by the purchaser.

The guarantee does not apply to apparent defects.

The warranty is excluded for any damage resulting from force majeure, normal wear and tear, inappropriate use, as well as for any damage due to accidents, negligence, faulty maintenance, incorrect assembly, failure to comply with installation standards, repairs or modifications carried out by the customer or by a third party or resulting from storage conditions incompatible with the nature of the products, or if the conditions of use set out in the manufacturer's instructions have not been complied with or have not been carried out in accordance with good practice.

IPO Technologie will be responsible for returning the equipment to the customer (for equipment under warranty).

These conditions are valid for metropolitan France.

Parts repaired and/or changed out of warranty by IPO Technologie are guaranteed for 6 months.

PRICES

Prices are net, ex-works and exclusive of tax.

Price quotations are valid for 1 month. They are indexed (unless otherwise stated) to the rate of the dollar on the day the quotation is drawn up and may be revised by IPO Technologie for any variation of +/- 3% on the day the order is received from the customer.

Any tax, duty or other service to be paid in application of French regulations or those of an importing or transit country shall be borne by the purchaser. For service, assistance or software support contracts, prices may be revised in line with the Syntec index. Maintenance and hardware service packages may be revised on the basis of the INSEE index of basic monthly salaries - Mechanical and electrical industries (IME).

DELIVERY

Delivery costs are extra: transport, insurance and packaging:

- 30 €/per box (under 30kg).

- Above 30kg on quotation

Free of charge for deliveries over 10,000 Euros excluding tax.

These conditions are valid for mainland France.

INVOICING

An invoice is drawn up for each delivery and issued at the time of delivery.

PAYMENT

Terms

Unless otherwise agreed, payments will be made within thirty days of the end of the month on the date of delivery by bank transfer after agreement by IPO Technologie's financial department. In the event of refusal, payment at the time of order will be required. No discount will be granted for early payment.

In the event of deferred or forward payment, a payment within the meaning of this article is not the simple handing over of a bill of exchange or cheque implying an obligation to pay, but their payment on the agreed due date

Delay or default

In the event of late payment, IPO Technologie may suspend all orders in progress, without prejudice to any other course of action. Similarly, technical assistance and warranty will be suspended until full payment.

Any sum paid after the due date shown on the invoice will result in the application of penalties of an amount equal to the current bank base rate set by the European Central Bank plus 10 percentage points without being less than three times the legal interest rate.

These penalties will be payable at the request of IPO Technologie.

The amount of this late payment interest will be deducted automatically from any discounts, rebates or discounts owed by IPO Technologie.

In the event of non-payment, forty-eight hours after a formal notice has remained without effect, the sale will be terminated by operation of law if IPO Technologie sees fit, which may request, in summary proceedings, the return of the products, without prejudice to any other damages. The termination will affect not only the order in question but also all previous unpaid orders, whether they have been delivered or are in the process of being delivered and whether or not payment is due.

When payment is by instalments, non-payment of a single instalment will result in the immediate payment of the entire debt, without formal notice.

In all of the above cases, any sums due for other deliveries, or for any other reason, will become immediately payable if IPO Technologie does not opt to cancel the corresponding orders.

The purchaser must reimburse all costs incurred by the contentious recovery of the sums due, including the fees of public officers and/or lawyers.

Under no circumstances may payments be suspended or offset in any way without the prior written agreement of IPO Technologie. Any partial payment will first be applied to the non-preferential part of the debt, then to the sums that are due the earliest.

Requirement of guarantees or payment

Any deterioration in the buyer's credit may justify the requirement of guarantees or cash payment before the execution of orders received. This will be the case in particular if a change in the capacity of the debtor, in its professional activity, in the person of the directors or in the form of the company or if an assignment, lease, pledging or contribution of its business has an unfavourable effect on the credit of the buyer.

If the buyer refuses, IPO Technologie reserves the right to terminate the contract.

Fixed indemnity for collection costs: 40 Euros.

RETENTION OF TITLE – Law of May 12, 1980

The transfer of ownership of the goods sold is subject to full payment of the purchase price by the Buyer at the agreed due date.

Payments made by cheque, bill of exchange, or assignment of receivables shall only be considered effective once they have been successfully cashed or cleared by IPO Technologie. Until such time, this retention of title clause shall remain in full effect.

Failure by the Buyer to pay any single due installment shall render the entire outstanding balance immediately payable. Any extension of payment terms granted to the Buyer shall also remain subject to this retention of title clause, which the Buyer accepts in advance.

The Buyer is authorized to resell the goods under retention of title in the ordinary course of its business. In such cases, the Buyer undertakes to inform its own customer of the existence of the retention of title clause affecting the goods being resold, and acknowledges IPO Technologie's right to claim either the goods themselves or the resale proceeds, pursuant to Article L122 of Law No. 85-98 of January 25, 1985.

The Buyer must store the goods sold under retention of title in a manner that clearly distinguishes them from similar goods sourced from other suppliers (e.g., by maintaining the original packaging).

The Buyer agrees to insure the goods in favor of whomever may have an interest in them, against all risks to which they may be subject or which they may cause, from the time of delivery. The Buyer shall ensure proper maintenance of the goods and shall bear any costs for repairs or restoration should the goods need to be returned unpaid.

In the event of non-payment, the contract shall be deemed automatically terminated at IPO Technologie's request, by means of a simple registered letter sent to the Buyer.

The Buyer shall be obligated to return the unpaid goods at its own expense and risk, following a formal notice from IPO Technologie sent by registered mail.

Should IPO Technologie be required to reclaim the goods, it shall be under no obligation to refund any advance payments already received, as such sums may be offset against any damages owed by the Buyer (whether by application of a penalty clause, reimbursement of recovery or restoration costs, or the value of goods improperly modified by the Buyer).

The Buyer shall **oppose any claims by third-party creditors** that may be asserted over the goods sold under this contract and shall notify IPO Technologie **without undue delay**.

IPO Technologie reserves the right to **verify at any time and by any means of its choosing** that the Buyer has complied with the obligations set forth above.

Should any provision herein be deemed **invalid or unenforceable** against third parties, it is agreed that such invalidity shall **not affect the validity or enforceability of the remainder** of the retention of title clause, which shall remain fully applicable.

EUROPEAN DIRECTIVE 2012/19/EU

The unique identifier FR379728_05GFRK, certifying registration in the EEE producer register pursuant to Article L.541-10-13 of the French Environmental Code, has been issued by ADEME to the company IPO Technologie (SIRET: 379 633 068 00075). This identifier confirms the company's compliance with its obligations regarding registration in the register of Electrical and Electronic Equipment (EEE) producers and its market placement declarations submitted to ecosystem.

For information regarding the procedures for collecting Waste Electrical and Electronic Equipment (WEEE) for which IPO Technologie is responsible, please contact IPO Technologie's After-Sales Service:

By email: sav@ipo-sa.com

By phone: +33 (0)4 72 68 80 98

IPO Technologie shall not be held liable for any failure by the buyer to comply with applicable WEEE obligations.

SOFTWARE – INTELLECTUAL PROPERTY

In the event the Seller provides any software to the Buyer, the Seller hereby grants the Buyer a non-exclusive, non-transferable license to use said software solely for the Buyer's internal business purposes. No other rights, whether express or implied, are granted. This license does not constitute a transfer of ownership or any proprietary interest in the software.

The software may be used only on the specific machine(s) identified for such use, and strictly in accordance with the terms of the license.

Except for a single backup copy which the Buyer is authorized to create for archival purposes, any reproduction, modification, distribution, or reverse engineering of the software, in whole or in part, is strictly prohibited.

Any use of the software by the Buyer that is not expressly authorized under this clause shall be deemed a breach of intellectual property rights and may constitute an act of infringement under applicable law.

JURISDICTION - APPLICABLE LAW

By express agreement, the courts of Lyon shall have sole jurisdiction for any dispute, even in the event of multiple defendants or the introduction of third parties; the various methods of dispatch or payment do not novate or derogate from this jurisdiction clause.

Only French law shall apply to the exclusion of any other legislation or convention, in particular the Vienna Convention of 11/04/1980 on the international sale of goods.

PROCESSING OF PERSONAL DATA

All personal or professional data disclosed to the Seller is intended exclusively for the Seller. It is used by the Seller for the purpose of carrying out its activity in the best possible way. In accordance with the French Data Protection Act no. 78-17 of 6 January 1978, the customer has the right to access and rectify any data concerning him or her by writing to IPO Technologie - 84 avenue des Bruyères - 69150 Décines-Charpieu - France