

ARTICLE 1 – PURPOSE AND SCOPE

These general conditions of sale apply to all orders for goods and/or services placed with us, without exception. These general conditions of sale prevail over any other conditions or document. Consequently, these GCS constitute, in accordance with Article L411-6 of the Commercial Code, the sole basis of the commercial relationship between the parties. In addition, SCORPI reserves the right to modify these general conditions of sale at any time, subject to informing the customer by any means. The customer is deemed to accept the latest version. Any document other than the GCS and in particular catalogues, prospectuses, advertisements, notices, has only informative and indicative value, not contractual.

ARTICLE 2 – INTELLECTUAL PROPERTY

All the technical documents provided by the company to the buyer remain the exclusive property of SCORPI, the sole holder of the intellectual property rights to these documents, which must be returned at its first request. The buyer undertakes not to make any use of these documents likely to infringe the industrial or intellectual property rights of the company and refrains from disclosing them to a third party.

ARTICLE 3 – ORDER AND MODIFICATION

Definition: By order is meant any order placed by the buyer with SCORPI, accompanied by payment of any deposit provided for on the order form. Acceptance: Sales are only final after written acceptance of the order by SCORPI, which will ensure in particular the correct delivery time, price and reference of the service. Modification: Any order sent to the company is irrevocable for the buyer, unless SCORPI accepts a modification in writing and subject to the passing on of the costs incurred. Any request to modify the composition or volume of an order may only be taken into account by the company within the limits of its possibilities at its sole discretion and subject to the application of the incompressible costs, and if the request is made in writing and reached the company no later than eight (8) days after receipt of the initial order by the company. In this case, the company will communicate to the buyer the new estimated delivery time.

ARTICLE 4 – DELIVERIES - IMPOSSIBILITY OF EXECUTION

The delivery dates communicated to the customer are only indicative and any delays cannot give rise to penalties or damages. Risks such as loss, theft, or deterioration are transferred to the customer according to the contractual conditions agreed at the time of the sale. In the absence of specific specifications, delivery will be made at the behest of SCORPI to the agreed place. In this case, the products travel at the risk and peril of the customer. In the event that the customer refuses to take delivery of the goods on the contractual delivery date, the goods not yet delivered will be immediately invoiced to him, storage costs will be automatically applied to him at the rate of 1% per month of delay and the customer will be solely responsible for all risks of loss, theft or damage to the goods.

ARTICLE 5 – SPECIFIC DEVELOPMENTS

Any special adaptations or developments requested by the client are the property of SCORPI. SCORPI retains the intellectual property of any process, concept, know-how, or technique acquired or possessed on the product sold. The purchase of a SCORPI machine does not in any way confer on the customer a right to use the intellectual property rights and know-how attached thereto.

ARTICLE 6 – PAYMENTS

Our invoices are payable by draft, check or bank transfer within 45 days of the invoice date, at SCORPI's head office. The company does not practice discount for early payment. Promissory notes must reach us within 15 days of receipt of our invoice for the agreed deadlines. Discounts, rebates and rebates are granted only under the express condition of payment on the contractual due date of the invoice on which they appear, and are automatically canceled in the event of non-payment, even partial or in the event of late payment. Advances on refunds are acquired only on the condition of full payment of all invoices for the calendar year during which these advances were granted. In the absence of payment of a single invoice on its due date, the other invoices issued at any time whatsoever and whose due date is later than the unpaid due date become immediately payable. The non-payment, even partial, of a single invoice automatically entails the pure and simple cancellation of all advances on rebates granted and obliges the buyer to reimburse them. In addition, it gives the right from the unpaid due date without formal notice to the collection of late payment interest corresponding to three times the legal rate calculated on the amount including tax of the invoice.

ARTICLE 7 – RETENTION OF OWNERSHIP

SCORPI reserves, until full payment of the price by the customer, a right of ownership over the goods sold, allowing it to regain possession of the said goods. Any deposit paid by the client will remain acquired by SCORPI as lump sum compensation, without prejudice to any other actions that SCORPI would be entitled to bring against the client as a result. The customer therefore undertakes to insure the goods delivered for the benefit of SCORPI at its own expense, by insurance taken out until the complete transfer of ownership and to justify this to SCORPI upon delivery. Failing this, SCORPI would be entitled to delay delivery until the presentation of this proof.

ARTICLE 8 – RESPONSIBILITY-RIGHT TO REPAIR

As a substantial condition, without the acceptance of which SCORPI would not have contracted with the client, it is expressly provided that when SCORPI's liability is established, the client may assert its right to compensation within the limit of the direct damage suffered and up to the lower of the 2 amounts defined below. Thus, SCORPI's liability may in no case be sought: Or beyond an amount equivalent to net turnover excluding tax achieved with the customer during the last 12 months preceding the sale of the goods which are at the origin of the damage suffered by the customer. Nor beyond the limits of the guarantee determined by the civil liability insurance policy taken out by SCORPI with its insurer and a summary of which will be sent to the client on first request.

ARTICLE 9 – WARRANTY

New goods are guaranteed for 12 months from delivery or installation (if the installation has been carried out by SCORPI at the customer's request) against any design defect in materials or workmanship. The warranty consists of repairing, modifying or replacing the parts or units recognized as defective, as soon as possible and at SCORPI's expense. The cost of transporting defective parts is at the customer's expense. The parts or units that are repaired, modified or replaced, whether under the above guarantee or within the framework of repair services and/or the sale of spare parts by SCORPI, are guaranteed for a period of 6 months from the intervention or delivery of SCORPI. Any warranty is excluded in the event of misuse, negligence or lack of maintenance on the part of the customer, as in the event of normal wear and tear of the goods or force majeure. SCORPI's obligation does not apply in the event of a defect arising either from materials supplied by the customer or from a design imposed by the latter.

ARTICLE 10 – FORCE MAJEURE

SCORPI cannot be held liable for any failure or delay in the performance of its obligations resulting from circumstances beyond its control: "Force majeure". Incidents of force majeure in the broad sense of the term such as: - Occurrence of a natural disaster, - Earthquake, storm, fire, flood - Armed conflict, war, conflict, attacks - Labor dispute, total or partial strike at the supplier, the customer, raw material suppliers and service providers such as carriers - Operating accident, machinery breakdown, explosion, transport accident, etc. In the event of force majeure, SCORPI will notify its customer as soon as possible and will its best efforts to remedy the situation.

ARTICLE 11 – WAIVER

The fact that SCORPI does not avail itself at a given time of any of the clauses of these general conditions, cannot be considered as a waiver to avail itself of these same clauses at a later date.

ARTICLE 12 – JURISDICTION

Any dispute relating to the execution or interpretation of an order will be subject to the exclusive jurisdiction of the courts of LYON even in the event of multiple defendants. The laws and regulations of the French Republic will be applied.

ARTICLE 13 – PROTECTION OF PERSONAL DATA

In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, relating to the general regulation for the protection of personal data (RGPD) and Law n° 2018-493 of June 20, 2018 updating the law n° 78-17 of January 6, 1978 relating to data processing, files and freedoms, the customer and his representatives, have a right of access, modification, rectification of the personal data concerning him in writing to contact@scorpifrance.com.

In particular, SCORPI will keep the data related to the service for a period not exceeding the duration of the commitment of responsibility for the service provided. Finally, SCORPI undertakes to erase at the end of the work any image taken there by any video means during practical work or simulations, except with the written consent of the client.