

# Terms and Conditions of Sale- Valid from 1 January 2023

## Article 1. OBJECT - SCOPE

The seller is defined below as HOME SMART HOME, the buyer is defined below as the company or person signing and accepting these conditions of sale. The general conditions of sale apply exclusively to all sales or services concluded by the seller both for its own account and for that of its principals. All other conditions are binding on the seller only after written confirmation by him. The mere fact of placing an order or accepting an offer from the seller implies unreserved acceptance of these general terms and conditions. Offers are valid within the option period fixed at 5 days from the date of the offer unless otherwise stipulated in the offer. The present general terms and conditions may be modified at any time and without prior notice by the seller, the modifications then being applicable to all subsequent orders.

## Article 2. ORDERS

Orders are not binding until confirmed in writing by the buyer. Orders sent directly by the buyer or transmitted by the seller's representative agents are only binding on the seller once they have been accepted in writing. In the case of immediate shipment of products or immediate services, the seller's order confirmation may be replaced by an invoice. Any changes to orders and any ancillary or deviating conditions relating to the subject matter and terms of the sale are valid only insofar as they appear in the offer or confirmation made by the seller. Any clause emanating from the buyer, not accepted in writing by the seller, which would be in opposition with the present general conditions or particularities defined in the price offer will be considered null and void. No unilateral cancellation of an order will be accepted without the seller's agreement.

## Article 3. PRICES

The seller's price list does not constitute a sale. It may be modified unilaterally without prior notice. Goods and services are invoiced at the agreed price within the limit of the option period and the general economic conditions (taxes, exchange rates, etc.) at the time of delivery. In the case of products indexed to a currency: any variation of more or less 2% in the exchange rate of the currency in relation to the euro defined on the day of the offer will be reflected on the day of invoicing. For goods sold without an installation service, all prices are net prices in euros, net of tax, packaging, transport and freight insurance costs, departure of the seller's warehouse. For offers including an installation service, the price of goods for which installation is specified in the offer is net in euros, net of tax, including delivery to the place of installation in mainland France. Deliveries of goods and building materials outside mainland France are subject to a separate quotation. The buyer is then free to choose his own transporter: in this case, responsibility for the goods or raw materials transported lies with the buyer.

## Article 4. STORAGE

The materials ordered by the buyer will be stored by the seller from the date of receipt of the order validated by the buyer. The cost of storage is included in the initial quotation and covers a maximum period of 6 months from the date of receipt of the materials. Beyond this period, the buyer will be charged a flat-rate storage fee. These costs will amount to €80 ex-VAT per month of storage. They will be invoiced monthly and must be paid by the buyer on receipt of the invoice. In the event of non-payment of storage fees, the seller reserves the right to retain the stored materials.

In the event of non-payment of the storage fees for a period of 3 months, the seller reserves the right to dispose of the stored materials in the manner it deems appropriate, after notifying the buyer of this intention.

## Article 5. DELIVERY

Delivery of the installation by the seller will be evidenced by a Work Acceptance Report (PVRT). This PVRT will be validated jointly by the seller and the buyer or a person authorised by the latter. The after-sales service and warranty period will begin at the end of this PVRT. In any case, delivery can only take place if the buyer is up to date with its obligations towards the seller, for whatever reason.

## Article 6. COMPLAINTS AND AFTER-SALES SERVICE

During the PVRT, the buyer must check that the deliverables comply with the contract. The buyer must allow the seller to carry out all on-site verification operations relating to claims of nonconformity. Any return of goods requires the prior agreement of the seller.

For defective parts, please refer to Article 7. Warranty.

In the case of a maintenance contract taken out by the buyer with the seller, the terms of this maintenance contract shall supplement or modify the terms of this article.

## Article 7. WARRANTY

The products are warranted by the manufacturer against any defect in materials or workmanship for a period of 12 months from the date of delivery, except where special conditions are expressly stated. Interventions under the guarantee shall not have the effect of extending the duration of the guarantee. The seller's warranty is limited to the repair or replacement of goods recognised as defective by the seller, taking into account the use made of them, at the seller's discretion. The seller undertakes only to replace defective parts and repair damage to goods supplied to the buyer by the seller. Therefore, the warranty does not cover labour costs, nor those resulting from dismantling, reassembly, packaging and transport operations, except in the case of a standard exchange. Defective appliances must be dismantled and reassembled by the seller, except in special cases for which the seller will issue a written agreement authorising the buyer to dismantle and ship the defective materials. The seller may charge €35 ex-VAT per appliance requiring the return of goods in order to cover packaging costs. Subject to legal provisions, the seller's liability is strictly limited to the obligations defined in these conditions:

- Any prolonged storage with or without protection.
- Any negligence, connection or manipulation error, maintenance and use of equipment that does not comply with the seller's or manufacturer's technical specifications or, more generally, faulty or clumsy use.
- Any addition of complementary or accessory devices to the equipment or use of any parts necessary for the operation of the equipment that do not comply with the seller's or manufacturer's technical specifications.
- Any mechanical, electronic, electrical or other modification or alteration made to the equipment or its connecting devices by any third party. In the event of the manufacturer's bankruptcy or inability to supply, the buyer shall have no recourse against the seller.

In the case of a maintenance contract taken out by the buyer with the seller, the terms of this maintenance contract complete or modify the terms of this article.

## Article 8. RESERVATION OF OWNERSHIP

In application of Law of 12 May 1980, the transfer of ownership of goods delivered to the buyer will only take place after full payment of the price in principal and other charges or the cashing of accepted bills of exchange or other securities issued for the purpose of settling the price. During the period between delivery and transfer of ownership, the risks of loss, theft or destruction are borne by the buyer. Failure by the buyer to fulfil its payment obligations, for any reason whatsoever, gives the seller the right to demand the immediate return of the goods delivered at the buyer's expense, cost and risk. The buyer undertakes, in the event of receivership proceedings affecting its business, to take an active part in drawing up an inventory of the goods in its stock, the ownership of which the seller claims. Failing this, the seller is entitled to have the inventory recorded by a bailiff at the buyer's expense. The seller may prohibit the buyer from reselling, processing or incorporating the goods in the event of late payment. In order to ensure payments not yet made and in particular the balance of the buyer's account in the seller's books, it is expressly stipulated that the rights relating to goods delivered but not paid for will be transferred to identical goods from the

seller in stock with the buyer, without it being necessary to allocate the payments to a specific sale or delivery.

## Article 9. RESOLUTORY CLAUSE

In the event of non-compliance with any of the buyer's obligations, the sale will be automatically terminated and the goods will be returned to the seller if he deems fit, without prejudice to any damages that the seller may claim from the buyer, within 48 hours of the formal notice remaining without effect. In this case, the seller is authorised to claim from the buyer a fixed indemnity of 10% of the amount of the sale.

## Article 10. PAYMENT

Payment for the seller's services must be made in accordance with the following terms and conditions:

- payment of 30% of the sum of the quotations when they are accepted
- payment of 40% when the materials are ordered (3 or 6 months before the agreed installation date)
- payment of 20% when the equipment is installed
- payment of 10% (the balance) on removal of the reservations made during the PVRT.

No deviation from this payment schedule may be made without written acceptance by both parties of the new payment terms.

Payments must be made in such a way that the seller can dispose of the sums on the due date. The seller reserves the right to request a bank cheque from the buyer if the sums involved are substantial. In the event that the seller accepts a payment by draft, the buyer must return it to the seller, accepted and domiciled, within a period of eight days. If the accepted draft is not returned within the aforementioned period, the payment will become due immediately. In the event of payment by instalments, expressly accepted by the seller, the non-payment of a single instalment on its due date shall render the entire price immediately payable, regardless of the conditions agreed previously, even if the instalments have given rise to the drawing up of acceptable bills of exchange; the same shall apply in the event of the sale, assignment, pledging or incorporation of the buyer's business. The seller may withhold delivery of the goods concerned until the guarantee has been represented. Any payment after the agreed payment date may give rise to the invoicing of penalties without the buyer having to be given prior notice of default. The number of these penalties shall be at least equivalent to the application of a rate equal to 1.5 times the legal interest rate in force on the date of application of the penalties, without this clause excluding additional damages. In addition, an indemnity set at €40 by Decree no 2012-1115 of 2 October 2012 will be invoiced in the event of payment after the due date. The purchaser may never, on the grounds of a claim he has made, withhold all or part of the sums owed by him, or offset them. If the buyer is late in paying all or part of a due date, the seller may, for this reason alone and without the need for prior formal notice, immediately suspend deliveries, without the buyer being able to claim damages from the seller. In the event of legal action, the seller is entitled to claim reimbursement from the buyer of any costs incurred in the legal proceedings.

## Article 11. JURISDICTIONAL CLAUSE

The Contract is governed by French law and language. In the event of any dispute relating to the Contract, the competent court will be that of the place where the defendant resides. All disputes relating to the formation, performance and termination of the contractual obligations between the parties which cannot be settled amicably shall be submitted to the jurisdiction of the Antibes Commercial Court in the jurisdiction of which the seller's registered office is located, irrespective of the conditions of sale and the method of payment accepted, even in the event of a third party claim or multiple defendants, with the seller reserving the right to bring the matter before the court having territorial jurisdiction over the buyer's registered office. This contract is governed by French law. The application of the Vienna Convention on the International Sale of Goods is expressly excluded.