

These terms of sale apply to sales made in Metropolitan France by ECLAIRAGE TECHNIQUE SAS, hereinafter "ECLATEC", not-withstanding any contradictory terms of purchase of the purchaser's, except with the prior written agreement of ECLATEC or particular conditions stipulated in specific contracts accepted in advance and in writing by ECLATEC.

FORMATION OF THE CONTRACT

1.1. Characteristics and prices of the equipment

The prices and characteristics of the goods are those applicable under the terms of ECLATEC's pricelists and catalogues in force on the day of ordering. The purchaser is deemed to have checked with ECLATEC, at the time of placing its order, the present characteristics of the goods offered by ECLATEC and the current prices. ECLATEC may make changes, at any time and without prior notice, to the dimensions or shapes of the products contained in its current catalogue in order to improve them. In such cases, ECLATEC will not be under any obligation to supply products corresponding to the old specifications. Likewise, ECLATEC will not be under any obligation to modify products already delivered or on order. Concerning luminaires used with discharge lamps, the prices quoted for the equipment do not include the lamps, unless specified otherwise.

1.2. Order taking

Orders only become final when they have been confirmed in writing. All orders placed by new customers must be accompanied by the payment for the complete order for amounts less than €2000 and by a down payment of 1/3 of the amount if the order is for more than €2000. The placing of an order by the purchaser implies unreserved acceptance of these terms of sale, with which the latter declares it is familiar before the execution of the order. ECLATEC is only bound and the sale only complete when ECLATEC has expressly accepted the purchaser's order, by issuing an Order Acknowledgment or a stock exit note.

1.3. Changes to orders

Any change or cancellation of an order requested by the purchaser may only be taken into consideration if it is made to ECLATEC in writing, and will depend on the progress made with the order. If ECLATEC does not accept the change or cancellation of the order, the down payment will not be returned and a fee will be charged for changes, removal of paint or repainting, or damages will be billed.

1.4. Terms of delivery

Delivery will be made either by directly handling over the equipment to the purchaser, or by means of a simple notice of availability, or by handing over the goods in ECLATEC's factories or warehouses to a shipper or carrier designated by the purchaser, or failing that, one chosen by ECLATEC. The principle of delivery in ECLATEC's factories or warehouses may not be subject to exceptions on the basis of indications such as: free on rail, free alongside ship, free domicile, or total or partial reimbursement of transport costs. If shipping is delayed for any reason beyond ECLATEC's control, and if the latter agrees, the equipment will be stored and handled, if necessary, at the purchaser's risk and expense, ECLATEC disclaiming all subsequent responsibility in this respect. These conditions in no way modify the obligation to pay for the supplies and shall not constitute a novation. If the purchaser fails to take delivery of the goods within 30 days, the vendor may consider the order cancelled and the sale unilaterally cancelled by the purchaser, although the obligation to pay will subsist.

1.5. Delivery times

Delivery times are given or accepted by ECLATEC for guidance only, unless otherwise specified by contractual agreement. ECLATEC will endeavour to meet the delivery deadlines requested by the purchaser; however, ECLATEC will not accept any cancellations of orders or pay any compensation for late delivery, whatever the reasons, extent or consequences of the delay. In the event of the unilateral cancellation by the purchaser, the latter will be liable to pay compensation to ECLATEC corresponding to the progress made with the manufacturing of the order, with a minimum of 10 % being due in all cases. Delivery times are counted from the latest of the following dates: receipt of the Order Acknowledgment, receipt by ECLATEC of the information, the down payment or the supplies that the purchaser must provide for the normal execution of the order.

On no account may delays justify the cancellation of the order. In the event of late delivery in the case where a contractual deadline accepted by ECLATEC exists, on no account may penalties exceed 5% of the value in the workshop or warehouse of the equipment whose delivery is delayed.

Any late delivery penalty may only be applied if the delay is attributable to ECLATEC and if it is proven that the delay has caused actual prejudice, which must be jointly agreed by the parties. Such penalties may only be applied if the purchaser has informed ECLATEC in writing at the time of placing the order, and confirmed on the planned delivery date its intention to apply penalties in the event of late delivery. On no account may ECLATEC be held liable for any delays attributable to other contractors. ECLATEC is automatically released from any obligation relating to delivery deadlines if the terms of payment have not been met by the purchaser or in cases of force majeure or events such as lock-outs, strikes, epidemics, war, requisition, fire, flooding, plant accidents, scrapping of important parts during manufacturing, interruption or delays in transport or any other cause leading to a total or partial stoppage of work at ECLATEC or any of its suppliers. ECLATEC will keep the purchaser informed, in good time, of any cases of events of this type. Payments of supplies may not be deferred or modified because of penalties. ECLATEC will automatically be released from any obligation relating to delivery deadlines if the terms of payment of a previous contract have not been met.

1.6. Delivery costs

Prices are quoted, unless specified otherwise in writing by ECLATEC for packed goods, ex works from ECLATEC or its subcontractor's, exclusive of tax, after deduction of any discounts. The transport costs are (a) included at a flat rate for unloaded carriage paid delivery of any order of more than €800 ex VAT (b), invoiced on top of the sale price for any order of €800 ex VAT or less.

II. RECEIPT AND INSPECTION OF GOODS

2.1. Transfer of risks

Goods travel at the purchaser's risk as soon as they leave the factory or subcontractor's premises, even if shipping is carriage paid (risk of loss and accidental damage). In the event of goods being damaged or missing, the purchaser must make any necessary observations and confirm its reservations by registered letter with acknowledgment of receipt to the carrier within three days of receiving the goods.

2.2. Discharge given to the carrier

It is the recipient's responsibility to give discharge to the final carrier on receipt of the goods shipped after ensuring that the goods have been delivered in good condition. The right to inspect goods delivered may not be refused by the carrier. Any reservations must be mentioned immediately on the carrier's receipt presented for signing. They must be precise and mention the nature and extent of the damage or items found to be missing. They must be confirmed in a registered letter sent to the carrier within 3 working days of delivery (Article 1 05 of the Commercial Code); this letter must reiterate in detail all the reservations mentioned on the carrier's receipt. A duplicate of this letter must be sent by registered post to ECLATEC.

2.3. Acceptance of goods

Without prejudice to the measures to be taken as regards the carrier, complaints concerning visible defects or the non-compliance of the product delivered with the product ordered or the delivery note, must be formulated in writing within eight days of the arrival of the goods. It will be the responsibility of the purchaser to provide proof of the reality of the anomalies or defects found. It must allow the vendor the possibility of ascertaining the nature of these defects and remedying them. It will refrain from taking any action itself or bringing in a third party for this purpose.

2.4. Returning goods

The purchaser may not return any goods without the prior written agreement of ECLATEC. Equipment whose return has been accepted must be sent back in its original packaging, in perfect condition, carriage paid and to the address provided. Returned equipment damaged in transit will not be accepted by ECLATEC.

III. RETENTION OF TITLE

3.1. Studies, Plans and technical documents

Any plans, studies and mainly technical documents handed over or sent by ECLATEC shall remain entirely its property at all times. They must be returned at its request. Such items are provided free of charge if an order is placed for the items they concern; otherwise, and after obtaining the agreement of the specifier or purchasers, a partial or total reimbursement of ECLATEC's study and travel expenses may be envisaged.

3.2. Offers and quotations

ECLATEC's offers and quotations, unless specified otherwise, are valid for two months. ECLATEC retains full ownership of the intellectual property pertaining to its plans, studies and documents, which may not be divulged or executed without its written permission.

3.3. Sales

The following provisions shall not prevent the transfer to the purchaser as soon as the goods are delivered of the risks of loss or damage to the goods as well as of any damage that they may cause. Sales are made by ECLATEC subject to its retaining ownership until full payment of the price corresponding to the transfer of the provision, both the principal and any incidental costs, in accordance with the provisions of the Law of 25 January 1985. If goods not yet paid for are found to be have been sold on, the purchaser undertakes to provide ECLATEC, immediately on request, with the names and details of its buyer(s) subject to a contractual penalty of -€50 Euros a day from 48 hours after the receipt by the purchaser of ECLATEC's request to identify the sub-purchasers. In the event of multiple deliveries and resale by the purchaser: (1) the first goods delivered are presumed to be the first resold, (2) the goods still in stock are deemed to be those unpaid for. The purchaser will ensure that the identification of the goods is always possible. The purchaser undertakes to give ECLATEC free access to its premises in order to perform an inventory of the goods in stock.

IV. ORDER TAKING, INVOICING, PAYMENT AND THE ECOTAX

4.1. Minimum order

ECLATEC will not take any orders worth less than €100 excluding VAT and carriage charges.

4.2. Terms of payment

Pursuant to Law no. 2008-776 of 4 August 2008, known as the LME Law, invoices are payable within 45 days end of month of issuing the invoice, net, without discount, by cheque, bank transfer, accepted bill, promissory note or recovered bill of exchange. Accepted bills or promissory notes must be returned to ECLATEC within 7 days of receiving the corresponding invoice or statement. In the event of deferred payment, constitutes a payment in the sense of this article, not the simple handing over of a commercial paper or cheque implying an obligation to pay, but their settlement on the agreed due date. Any draft subject to acceptance or promissory note not reaching ECLATEC at least 20 days before the agreed due date, thereby incurring extra costs, will give rise to an

invoice for interest.

4.3. Late payment interest

Any invoice still outstanding on the due date will bear interest ipso jure at the interest rate applied by the Central European Bank to its most recent refinancing operation plus 10 percentage points, pursuant to the provisions of the LME Law, as of the date of shipping the goods indicated on the shipping order. Late payment penalties are due without any need for a reminder and any amounts owing on the said will become payable immediately, the terms previously agreed being cancelled.

4.4. Non-payment

In application of Article L441-6 of the Commercial Code, the failure to comply with the payment times set out above in § 4.2 is punishable by a fine of €15,000.

In the event of payment by commercial paper, failure to return the bill shall be considered as a refusal of acceptance, and therefore as a failure to pay. Likewise, when payment is by instalments, the non-payment of a single instalment will render the entire debt payable immediately, without any need for prior warning. In cases of late or non-payment, the sums owing for other deliveries or for any other reason, will also become due immediately if ECLATEC does not opt to cancel the corresponding orders. The purchaser must then reimburse all the costs incurred to recover the amounts owing, including the fees of Legal Officers. On no account may payments be suspended or be the subject of any form of compensation without ECLATEC's prior written agreement. Any deterioration in the Purchaser's creditworthiness may justify the demanding of payment guarantees before the execution of orders received. This will apply in particular if a change in the debtor's status, in its professional activity, in its management or the form of the company, or if the sale, rental, pledging or contribution of its business has an unfavourable effect on the purchaser's creditworthiness.

4.5. Cash discount

For prompt cash payment, a discount may be granted. Its monthly rate is fixed at 1/12th of the annual base rate for advances minus 1 point. No discounts will be granted for reductions in the payment time.

4.6. Cancellation clause

Any failure to meet its obligations on the part of the purchaser and in particular any default in payment, will lead to the cancellation ipso jure, with no formal warning, (a) of the sale in question, and (b) any other sales that have been agreed, whether or not the goods have been delivered to the purchaser, without prejudice to any claims for damages. If the goods have been delivered, ECLATEC may seek a summary court ruling, if appropriate, to obtain their return, without prejudice to any other claims for damages.

4.7. Ecotax and Eco-contribution

The Ecotax is invoiced to cover the costs of collecting and treating professional waste electrical and electronic equipment under the terms of Article R543-188 of the Environmental Code.

The Eco-Contribution corresponds to the cost of disposing of lamps that fall within the scope of the treatment of electrical and electronic waste equipment. The Eco-Contribution is charged in accordance with the provisions of Decree no. 2005-829 and Article L.541-10-2 of the Environmental Code. For professional luminaires, the organisation and financing of the collection and recycling of this waste is transferred to the purchaser. The purchaser undertakes to inform and pass on the ensuing obligations (Decree no. 2005-829 duof 20-07-2005, Article 18) to any other successive purchaser through to the end user of these products.

V. WARRANTY

5.1. Defects covered by the warranty

ECLATEC undertakes to correct any fault in the operating of its products due to a defect in the design, materials or manufacturing (including installation, if this was done by ECLATEC) within the limits of the provisions below:

- Its obligation does not apply in the case of faults caused either by materials provided by the purchaser, or a design imposed by the latter. The warranty will also not apply to incidents due to fortuitous events or cases of force majeure or to replacements or repairs resulting from normal wear on the equipment, damage or accidents caused by negligence or malicious acts, a lack of supervision or maintenance or incorrect use of the equipment.
- The warranty will not apply to visible defects which the purchaser must deal with as set out in Article 2.3.
- The correct operation of the devices supplied is guaranteed, not just their appearance.

- Furthermore, the warrant will only apply if the purchaser can prove that the equipment sold has been installed and maintained in line with good professional practice and current standards.
- Specifically concerning corrosion protection, the warranty will apply under the following specific conditions:

- Unless indicated otherwise, namely in cases where there is a particular exposure risk, the equipment supplied by the vendor normally resists the ordinary corrosion characteristics of the zones referenced C1 to C3 in standard ISO 9223-2012.
- On the other hand, the warranty will not apply to equipment installed in zones referenced C4 and C5 unless the purchaser specifically stated at the time of the consultation that this was the case, and, where technically feasible, an appropriate anti-corrosion treatment has been applied and specific warranty conditions specified.
- Damage caused by mechanical abrasion (rubbing, projection of particles or grains...) is excluded from the scope of the warranty.
- The purchaser must establish that the maintenance recommendations have been followed, in particular those

recommending periodic cleaning of the installations with fresh water, whilst avoiding high pressure washing.

- The purchaser must ensure that the equipment is handled and installed with care, as any damage to the protective film is liable to lead sooner or later to the beginnings of corrosion.

- As these are luminaires containing electronic control gear and circuits (and LEDs in particular), this warranty applies subject to compliance with the precise rules governing the design of the circuits and the installation of appropriate devices, intended in particular to avoid over-voltages induced and/or propagated by the supply lines to the equipment supplied by ECLATEC and in particular:
 - Earthing of street lamps in accordance with NF C17-200, whatever the class of equipment used on them,
 - Avoiding the cohabitation of luminaires with ferromagnetic ballast and electromagnetic ballasts on the same feeder,
 - Calculating the dimensions of power breaker devices according to the number of luminaires and the inrush current,
 - Avoiding power breaker devices that generate arcs when switching on or off,
 - Checking the equipment and the connections to avoid a neutral failure or the presence of poorly insulated devices. More generally, the warranty cannot apply in any particular circumstances of use of which ECLATEC was not explicitly informed by means of precise specifications at the time of the consultation and formally accepted by ECLATEC.

5.2. Duration and inception of the warranty

This warranty, unless stipulated otherwise, applies only to defects occurring within a two-year period after the date of delivery (warranty period). The warrant period begins on the day when the purchaser is informed in writing by ECLATEC that the equipment is at its disposal. If shipping is deferred, the warranty period will be extended by the same duration as the delay. However, if this delay is caused by a factor beyond ECLATEC's control, the extension may not exceed 3 months.

5.3. Purchaser's obligations

To be able to claim the benefit of these provisions, the purchaser must, subject to having informed ECLATEC before placing the order of the intended use and conditions of use of the equipment, inform ECLATEC, without delay and in writing, of any defects it attributes to the equipment and provide all proof of their existence. It must give ECLATEC every opportunity to ascertain these defects and to correct them; it must also abstain, except with the express agreement of the vendor, from carrying out itself or having any third party carry out the repair of the products.

5.4. Conditions

In order to resolve the malfunctions invoked by the purchaser, ECLATEC reserves the right to modify the equipment, where appropriate, in order to meet its obligations. The work resulting from the implementation of the warranty is normally carried out in ECLATEC's workshops after the purchaser has sent back the equipment and defective parts for repair or replacement. Parts replaced free of charge are recovered by vendor and become its property once more.

5.5 Damages

ECLATEC's liability is strictly limited to the obligations thus defined, and it is expressly agreed that ECLATEC will not be liable to pay any compensation for any damage incurred, such as: personal injury, damage to property not the subject of the contract, loss of profit.

VI. JURISDICTION - APPLICABLE LAW

Unless agreed otherwise and confirmed in writing by the parties, the Commercial Court of NANCY shall have exclusive jurisdiction.