TERMS OF SALES

Preamble: These general conditions apply to any offer of sale of equipment or services issued by the company MAZEDIA or any order or request for quotes received by the company and issued by a third party Buyer or Sponsor. The Purchaser's general terms and conditions of purchase are not binding on the Seller, even when he becomes aware of them. The conditions exclude all other conditions except the special conditions, expressly defined with MAZEDIA, which can supplement or modify these general conditions.

Article 1: Order 1.1 Any order including that passed by phone, must be the subject of a written confirmation formulated by the company MAZEDIA. Any addendum or modification of the order binds the Seller only if he has accepted them in writing. 1.2 Orders placed by the Seller's employees are valid only if they have not been denounced in writing by the Seller within 8 days of receipt.

Article 2: Change of technical specifications 2.1 The buyer can not request the resolution of the sale or seek the responsibility of the Seller, in case of modification of the original specifications or technical characteristics, intervening between the placing of the order and the delivery, which would result the application of a national or Community text, 2.2 The seller agrees to inform the Buyer of these changes as soon as possible. 2.3 If the seller is unable to deliver the ordered material, he may either cancel the sale and refund any down payments received, without further compensation, or deliver material of the same characteristics upon written request from the Buyer.

Article 3: Deliveries • Definition Delivery is made in accordance with the stipulations on the order, subject to compliance with the terms of settlement.

Article 4: Delivery times - Terms Delivery times are only indicative.

Article 5: Force majeure The company MAZEDIA reserves the right to modify, delay or suspend the execution of the order in cases of force majeure, as well as in the case of events characterized by impossibility of execution such as strikes, lockout, strike, epidemic, war, requisition, fire, flood, equipment accident or delay in transport or any other cause causing partial or total unemployment for the Seller or its suppliers. In case of resolution of the sale, the Customer will be entitled to reimbursement of any deposits due, without being able to claim compensation.

Article 6: Sales receipt Any order is accepted in consideration of the legal, financial and economic situation of the Buyer at the time of the order, it follows that if the financial situation of the Buyer deteriorated between the date of the the order and the delivery date, the Seller would be entitled either to require a cash payment before delivery, or to terminate the sale.

Article 7: Determination of the Price 7.1 The prices invoiced are those established on the day of the order on the basis of the economic conditions in force. The prices are exclusive of VAT, excluding transport and will be increased by VAT and / or any other similar taxes that would become due, at the rate applicable at the time of their payment.

7.2 Cost overruns resulting from a modification of the original project requested and / or generated by the Sponsor will be borne by the Sponsor.

Article 8: Price Indexing 8.1 Unless otherwise agreed in writing between them, the parties agree that prices may vary according to fluctuations in exchange rates and / or an increase in
the rates of service providers or any taxes. 8.2 The Buyer will bear an increase of less than or equal to 10% of the total amount of the order without being entitled to cancel his order. 8.3 If the variation is greater than 10%, the Seller shall notify the Purchaser, by registered letter with acknowledgment of receipt, the amount of the increase. The buyer will then have the option to terminate the sale, in writing, within 8 days of receipt of the letter informing him of the price change. In the case of services or specific orders, the buyer can not cancel the sale, but, the Seller will bear any variation greater than 10%.

Article 9: Payment • Terms
9.1 Unless otherwise stipulated otherwise, the price of the firm and final service fixed by estimate will be paid thirty (30) days end of the month following the date of actual delivery of the product.
9.2 Whatever the method of payment agreed between the parties, the payment will be considered as realized only after actual collection of the price.
9.3 In the event of non-payment at the due date, the Seller reserves the right to terminate or suspend orders and deliveries in progress.

Article 10: Interest on late payment Unless otherwise agreed in the contract, in the event of non-payment within the time limit set in Article 8 hereof, any unpaid sum will automatically bear interest from day to day until the date of its full payment in principal. , interest, costs and accessories, at a rate equal to one and a half times (1.5) the rate of legal interest in force, without any prior formalities, and without prejudice to the damages that MAZEDIA reserves the right to apply in a judicial manner

Article 11: Recovery of Unpaid Costs Any costs of proceedings, costs, disbursements and attorney’s and bailiff’s fees) for the recovery of amounts due and unpaid by the Sponsor shall be deemed to be an accessory to the debt of the partnership MAZEDIA, which the Sponsor acknowledges and expressly agrees.

Article 12: Penal clause If the lack of the Buyer necessitates an amicable or judicial recovery the Buyer undertakes to pay in addition to the principal, costs, expenses and emoluments ordinarily and legally at his expense, an indemnity set at 15 % of the principal amount inclusive of the claim, and this, as conventional and lump sum damages.

MAZEDIA Parc des moulinets, Bât. C - 16, Bd Charles de Gaulle - 44800 Saint-Herblain - Tél. 02 28 03 04 04 - Fax 02 28 03 04 05
SAS au capital de 200 000 Euros – SIRET 397 978 560 00035 – TVA FR 37 397 978 560 – E-mail : contact@mazedia.fr

Article 13: Lapse clause 13.1 In the event of non-payment of all or part of an order at the due date, the sums due under this order or other orders already delivered or being delivered will be immediately due. after formal notice regularly made by the Seller by registered letter with acknowledgment of receipt. 13.2 If the notice referred to in 13.1 remains unsuccessful for a period of 2 months, MAZEDIA may, in addition, consider the clauses of intellectual property transfer provided for by the special conditions and the contract as terminated. He reserves the right to directly exploit the work carried out in all forms of marketing, the data transmitted by the Sponsor being acquired.

Article 14: Retention of title clause • Risk transfer 14.1 The Seller retains ownership of the sold hardware and software delivered, until full payment of the price by the Buyer.
14.2 In accordance with Law No. 80-335 of May 12, 1980, all hardware and software are delivered and sold, subject to full payment thereof. Non-payment, even partial, authorizes the Seller, notwithstanding any clause to the contrary, to recover the materials at the Buyer, after formal notice with acknowledgment of receipt. The right of claim is exercised even in the case of proceedings of safeguard, judicial reorganization or judicial liquidation of the Buyer.
14.3 Notwithstanding article 1583 of the French Civil Code, the delivery of the equipment or software operates risk transfer at the expense of the Purchaser as well, for the damage suffered by the hardware or software that those caused to the thirds.

14.4 The return of the hardware or software will be at the expense and risk of the Buyer.

14.5 In the event of intervention by the Purchaser’s creditors, particularly in the event of seizure of the material or in the event of the opening of a collective procedure, the latter must immediately inform the Seller, by registered letter with acknowledgment of receipt, as well as the striking creditors or the organs of the insolvency proceedings. 14.6 The Buyer shall bear the costs resulting from the measures taken to stop this intervention and, in particular, those relating to a third party opposition. 14.7 The Buyer will ensure that identification of the material is always possible. 14.8 In the event of implementation of the Retention of Ownership Clause, the deposits paid to the seller will remain with him.

Article 15: Warranty

- Exclusion The company MAZEDIA offers its customers a guarantee strictly defined by the specific conditions specific to each type of order and which sets the conditions of application and exclusion.

Article 16: Resolution of the contract

In case of non-performance of any of the clauses of the contract or the general conditions of sale, by the Buyer and after simple formal notice by registered letter with acknowledgment of receipt, the Seller reserves the right to unilaterally terminate the contract, without prejudice to any remedy that he may seek in court.

Article 17: Confidentiality

17.1 Are generally considered as confidential, without this list being exhaustive, the information relating to the program, the business plan of the parties and their present and future activities, the personnel, the know-how, that this information is obtained directly or indirectly from the other party, its employees, subcontractors, agents or service providers.

17.2 Confidential information is provided, without any guarantee, as to its accuracy or integrity.

17.3 Each Party undertakes not to use the confidential information, for any reason whatsoever, except in fulfillment of the rights and obligations arising from the contract concluded, to disclose the confidential information to anyone, by any means whatsoever, except to those of their employees, service providers or subcontractors to whom such information is necessary for the performance of services and commercial discussions between the Parties.

Article 18: Advertising

The company MAZEDIA will be able to take advantage of the services provided to the Sponsor as well as its commercial documents and / or leaflets in the event of symposiums and publications specialized in the professional markets. The Buyer's obligations regarding advertising are defined by the special conditions specific to each type of order.

Article 19: Referencing the Sponsor

The Sponsor agrees to appear on the list of MAZEDIA's customer references. This acceptance includes participation in press releases, the fact that the contract can serve as a mutually successful collaborative marketing example, allowing a reasonable number of visits to the MAZEDIA Prospect Site. Any written communication from MAZEDIA that does more than mention the name of the Sponsor must be the subject of a prior written agreement by the latter.

Article 20: Waiver

The fact that either of the Parties does not exercise any of its rights hereunder may not waive its right to exercise such a waiver an express declaration by the Party concerned.

Article 21: Validity

In the event that one or more provisions of the Contract are considered invalid by a competent jurisdiction, the other clauses will remain in effect and effect.
Article 22: Limitation / Liability In any event, the Sponsor may only incur the liability of Media CD, due to a breach of the Contract, for a period of two (2) years from the date of occurrence. the breach in question, which is expressly acknowledged and accepted by the Sponsor.

Article 23: Competent jurisdiction The contract is subject to French law. In the event of any dispute relating to the contract, including but not limited to, its validity, interpretation, performance and / or termination and its consequences, the parties will meet to attempt to resolve their dispute. amicable and, failing that, agree that the courts of Nantes shall have sole jurisdiction.