

## EXTREM' VISION - Perpignan

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### EXTREM' VISION GENERAL TERMS AND CONDITIONS OF SALE

#### Article 1 - APPLICATION AND ENFORCEABILITY OF THE GENERAL TERMS AND CONDITIONS OF SALE

- 1.1. These general terms and conditions of sale ("**GTCS**") apply in full to all sales of products or services (the "Products") by EXTREM VISION PERPIGNAN (registered in Perpignan, company number B 407 493 5929) ("**EXTREM VISION**"), a systems integrator for highly constrained environments (military, audiovisual, and/or industrial), to business customers located in France and/or abroad (the "Customer(s)").

These GTCS replace and supersede all prior versions of these terms and conditions of sale.

The GTCS will be sent to any Customer that so requests.

EXTREM VISION reserves the right to amend these GTCS at any time and will notify the Customer in this event, by any means. In this case, the amendments are applicable to any order for Products placed after the information given by EXTREM VISION to the Customer.

- 1.2. In accordance with the provisions of Article L. 441-1 of the French Commercial Code, these GTCS form the sole basis for commercial negotiations between EXTREM VISION and the Customer. These GTCS take precedence over any other terms and conditions of the Customer.

No special term or condition may take precedence over these GTCS without the formal and written consent of EXTREM VISION. Any contrary term or condition of the Customer will, absent express acceptance, be unenforceable against EXTREM VISION, regardless of when the term or condition may have been brought to EXTREM VISION's attention.

#### Article 2 - ORDERS

- 2.1. All Product orders must be sent to EXTREM VISION by post, electronic mail (email), or any other electronic means (electronic data interchange (EDI)).

Any Product order, even if directly taken by a representative of EXTREM VISION, is only final after written confirmation by EXTREM VISION of the order, its price, terms of performance, and deadlines (the "**Order Confirmation**").

Consequently, once the Order Confirmation is sent by EXTREM VISION, the Product order becomes firm and final.

Notwithstanding the above, EXTREM VISION agrees to consider modifications of orders provided these modifications are notified by the Customer by email with acknowledgement of receipt no later than forty-eight (48) hours of the receipt by the Customer of the Order Confirmation.

After the expiry of this strict time limit, EXTREM VISION will not accept any modification and/or cancellation of the order.

- 2.2. The acceptance of the Product order is subject to the physical availability of the Products. Consequently, EXTREM VISION will not be able to consider any order in the event of a physical, temporary, or permanent unavailability of the Products ordered by the Customer.

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- 2.3. The acceptance of the Product order is also subject to the application of the rules and approval procedures that govern export control by the competent state authorities, and the restrictions applicable to the country or countries where the Products will be delivered or used.
- 2.4. EXTREM VISION reserves the right to refuse, at its discretion, any order that does not meet international rules for the exchange of goods, and cannot be held liable for delivery delays caused by the application of these regulations.
- EXTREM VISION reserves the right to ask the Customer to produce supporting documents relating to export permits.
- In the event of non-presentation of these supporting documents, EXTREM VISION may cancel the order as of right, without notice, and without any financial compensation being due to the Customer in this regard.
- 2.5. EXTREM VISION will specify the delivery times during the Order Confirmation, in accordance with Article 3.2 below.

### **Article 3 - DELIVERY OF THE PRODUCTS AND TRANSFER OF RISKS**

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- 3.1. Unless otherwise provided in the Order Confirmation, the delivery of the Products is made ex works (named place of delivery – EXW – Incoterm 2020).

As soon as the Products are made available to the Customer or a carrier at EXTREM VISION's premises, the risk of loss, damage, or deterioration to or of the Products, from whatever cause arising, will be borne by the Customer.

- 3.2. Delivery times are determined by EXTREM VISION depending on the availability of Products and supply constraints, and are indicated to the Customer during the Order Confirmation.

Since delivery times are, unless otherwise agreed, indicative only, any delays may not give rise to the application of penalties, to damages, discounts, or the cancellation of the order.

In accordance with the provisions of Article L. 442-1 of the French Commercial Code, the Customer may not unilaterally, without the consent of EXTREM VISION, and, in all cases, without demonstrating actual damages, suspend payments or offset any amounts due to EXTREM VISION for alleged delivery delays, as this practice is deemed to create a significant imbalance in the rights and obligations of the parties.

Similarly, EXTREM VISION cannot be held liable for any reason and no penalty or damages will be incurred by EXTREM VISION for late delivery due to an event of force majeure within the meaning of the French Civil Code, French case law, and these GTCS.

- 3.3. Any modification of an order accepted by EXTREM VISION under the above terms and conditions, will result in an extension of the delivery times.

In all cases, on-time delivery is only possible if the Customer is current in its obligations to EXTREM VISION.

- 3.4. Delivery of the Products may only be postponed at the Customer's request with the express prior consent of EXTREM VISION.

If the Customer delays taking or refuses to take delivery of the Products on the agreed day, the Customer will be liable for all costs necessary for the transport, re-routing, and/or storage of the Products incurred by EXTREM VISION in this regard.

- 3.5. The Customer is responsible for all commissions/currency conversion fees outside the Euro Zone, and/or bank transaction fees.

### **Article 4 - PRICE LIST**

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- 4.1. Product prices and product descriptions for Products offered by EXTREM VISION are notified to the Customer in a **Price List and Product Description**, a **Technical Data Sheet** for Product ranges or in a **Project File** for the development of specific Products (Article 8 below) or in the information file provided for in a state framework agreement, if applicable.

These prices are determined and justified in accordance with the provisions of new Article L. 443-4 of the French Commercial Code.

Except for specific specifications resulting from a quote, Products are invoiced on the basis of the prices in effect at the time of receipt of each order.

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For any request for the manufacture of a specific Product not included in EXTREM VISION's Product catalogue according to Article 8 of these GTCS, EXTREM VISION prepares and notifies the Customer of an offer adapted to the Customer's specifications.

- 4.2. Prices are given in euros (€) and are exclusive of tax. Delivery costs are invoiced ex works.
- 4.3. Unless otherwise specified during the Order Confirmation, prices include current packaging costs of the Products (free of carriage), with the exception of special packaging and specific packaging requested by the Customer.
- 4.4. The Customer is responsible for any tax, duty, fee, or other service to be paid in application of the regulations in France or those in the importing country or transit country.
- 4.5. EXTREM VISION reserves the right to modify its prices at any time, subject, unless otherwise agreed, to a thirty (30) calendar day notice period, particularly to take account of the evolution of the costs of manufacturing its Products, such as, but not limited to, fluctuations in labour costs, exchange rates, or the rise in the cost of raw materials. In this case, the new prices will apply to any new order placed by the Customer after the expiry of the aforementioned notice period.

#### **Article 5 - PAYMENT**

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- 5.1. Invoices are payable in euros (€) at EXTREM VISION's registered office:  
**Espace Optimus, 3 avenue Gustave Eiffel, Rivesaltes 66000, France.**

Only the actual availability of funds in an EXTREM VISION bank account constitutes payment under this article.

- 5.2. Unless otherwise agreed, payment in full must be made before delivery according to the following terms:

Payment of a 30% deposit on Order Confirmation,  
Payment of the balance before agreed delivery time.

- 5.3. In accordance with the provisions of Article L. 442-1 of the French Commercial Code, in no case may payments be suspended or offset without the express prior consent of EXTREM VISION, and, in all cases, without the Customer demonstrating actual damages caused by an alleged delivery delay or non-conforming delivery, regardless of the Customer's own terms and conditions of purchase.

EXTREM VISION will consider any unauthorized offsetting or suspension of payments as a late payment under this article.

- 5.4. For any payment delays, EXTREM VISION may ask the Customer, as of right and without prior notice:

For a penalty based on amounts outstanding equal to ten (10) times the legal interest rate in force and automatically applicable on the invoice due date;

For a lump-sum payment for recovery costs equal to forty euros (€40);

Without prejudice to EXTREM VISION's right to immediately suspend any outstanding order, to require cash payment for any new order, to accelerate debts not yet due by the Customer, and/or to claim any damages caused by the late payment.

Any complaint relating to the invoice must be made to EXTREM VISION in writing within forty-eight (48) hours of receipt of the invoice. After this period, the invoice will be deemed accepted by the Customer.

- 5.5. Discounts are not granted for cash or advance payments.

## Article 6 - TERMS OF USE AND MAINTENANCE

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Product specifications and qualities are described on [www.extrem-vision.com](http://www.extrem-vision.com), in commercial documents, and instructions for use distributed by EXTREM VISION. EXTREM VISION may modify this information without notice.

The Customer agrees to take all necessary precautions so as not to alter the quality of the Products.

In this regard, the Customer agrees to strictly comply with EXTREM VISION's directions and recommendations for use, including in particular the documents accompanying the delivery of the Products (instructions for use).

EXTREM VISION cannot be held liable, on any ground and in any capacity, for any defect in the Product arising from a use of the Product that is contrary to the provisions of this article, to EXTREM VISION's specifications in the Product instructions for use, and to the regulations in force relating to the nature of the Products, if applicable.

## Article 7 - CONFORMITY – HIDDEN DEFECTS – WARRANTIES – RETURNS

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### 7.1. INSPECTING THE GOODS ON DELIVERY

The range of Products manufactured and marketed by EXTREM VISION conform to applicable regulations and standards in force, in their area of use.

The Customer must inspect the condition, conformity, absence of visible defects, quantity, and quality of the Products on delivery. The Customer is responsible for the costs of this inspection.

Since the Products are transported at the Customer's risk, to preserve a claim against the carrier in accordance with Articles L. 133-1 to L. 133-3 of the French Commercial Code, the Customer must (i) indicate any reservations or objections on the delivery slip or waybill with the references and quantities of the Products concerned and (ii) confirm these reservations or objections in an extrajudicial document or by registered letter with acknowledgement of receipt to the carrier no later than three (3) days from receipt of the Products.

### 7.2. CONFORMITY OF THE PRODUCTS

The Customer must inspect the conformity of the Products in terms of quantity and quality within 48 hours of receipt of the Products, the delivery date or date of collection of the Products at EXTREM VISION's location by the Customer.

The signature of the delivery slip of the Products, without indicating any reservations on the delivery slip, constitutes acceptance without reservation of the delivery, quality, and quantity of the Products, and their packaging.

In all cases, for EXTREM VISION to consider any reservation or objection relating to the non-conforming quantity and/or quality of the Products, must be sent to EXTREM VISION, by registered letter with acknowledgement of receipt, no later than fourteen (14) calendar days from receipt of the Products.

After this period, the Customer may not raise the warranty of conformity of the Products in a claim or counterclaim in the event of an action brought against the Customer by EXTREM VISION for non-performance of the sales contract.

In all cases, regardless of the time limits for complaints, the warranty of conformity cannot be invoked under this article if the Products concerned have been installed, mounted, assembled, modified, and/or incorporated into any other goods or parts in any way.

### 7.3. WARRANTY AGAINST HIDDEN DEFECTS

The hidden defects for which the warranty for the Products sold by EXTREM VISION may be invoked must be present at the time of the transfer of risk.

The Customer must, prior to the transfer of risk, provide proof of the existence and presence of any hidden defects found.

To invoke the warranty against hidden defects under this article, the Customer must:

File its warranty claim within twelve (12) months of the date the Products were made available, as notified by EXTREM VISION,

Provide proof of the existence and presence of the hidden defect, by registered letter with acknowledgement of receipt, no later than seven (7) calendar days from the discovery of the defect.

If the Customer fails to comply with the aforementioned time limits, the Customer may not raise the warranty against hidden defects claim or counterclaim in the event of an action brought against the Customer by EXTREM VISION for non-performance of the sales contract.

No warranties are applicable to data media (e.g. SD card, SSD card), or to "consumable" parts, including, but not limited to, screws, gaskets, accumulators/batteries, cables, bulbs.

Any extension beyond the 12-month warranty period may be invoiced to the Customer. The extended warranty will only apply if the Product has undergone, where applicable, annual maintenance invoiced by EXTREM VISION.

#### **7.4. DEFECTIVE PRODUCTS**

EXTREM VISION cannot be held liable for defective Products based on Articles 1245 and following of the French Civil Code, for damage caused to goods that are not used by the victim for the victim's personal use or consumption.

#### **7.5. PRODUCT RETURNS**

Any return of non-conforming Products presenting a hidden or other defect, whatever the legal grounds of the claim, require the express prior written consent of EXTREM VISION and is, in all cases, subject to the procedure, time limits, and rules referred to in Articles 7.1 to 7.4 above.

EXTREM VISION reserves the right to conduct, either directly or through an agent, an on-site inspection and verification of objections raised.

The Customer must keep the Products as is and must grant EXTREM VISION or its agent every facility to conduct the necessary inspection and verification, and refrain from carrying out any action on the Products, either directly or through a third party.

In the event of acceptance by EXTREM VISION according to the above terms and regardless of the legal basis raised by the Customer (e.g. non-conformity, hidden defect, defective Product), the return of the Products and the liability of EXTREM VISION will be strictly limited to the replacement of the Products concerned with identical or equivalent Products, i.e. substitute Products to those ordered, of the same quality, and performing the same use-functions.

Unless otherwise agreed, the parties expressly agree that the Customer may not, under any circumstance, claim, in addition to the replacement of the Products, the payment of any compensation, damages, deductions, and/or penalties for the returned Products.

In accordance with the provisions of Article L. 441-10 of the French Commercial Code, the above procedure and rules relating to the verification of the condition and conformity of the Products cannot have the effect of increasing the duration or postponing the starting point of the payment period, such that the Customer must in all cases meet its payment obligation in accordance with these GTCS.

Unless otherwise agreed, in the event of a necessary return of the Products to EXTREM VISION, the Customer is responsible for shipping.

#### **7.6. LIMITATIONS OF LIABILITY**

The parties expressly agree that, in all cases, no Product may be returned or replaced and EXTREM VISION may in no case be held liable, regardless of the legal basis claimed by the Customer (e.g. non-conformity, hidden defect, defective Product):

If the Customer exceeds the strict time limits provided for in Article 7.2 (for non-conformity) and Article 7.3 (for hidden defects),

If EXTREM VISION was prevented by the Customer from inspecting and verifying the non-conformity and/or hidden defect claimed,

If the Products were stored, handled, used, and maintained under conditions contrary to EXTREM VISION's guidelines and recommendations.

#### **Article 8 - OUTSOURCED WORK / CUSTOM MANUFACTURING / INSURANCE**

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EXTREM VISION and the Customer may agree on specific developments, according to specific specifications. The Customer establishes and is responsible for these specifications, on the basis of which EXTREM VISION will formulate a financial offer.

EXTREM VISION is under an input-based obligation (obligation of means) in the context of the performance of a service aimed at establishing a Project File or the supply of a project demonstrator, at the Customer's request.

The parties agree that the standardization certification is the Customer's responsibility as part of the realization of the Project File or the supply of a project demonstrator by EXTREM VISION, unless this standardization is provided for in the specifications.

Any material stored by the Customer on EXTREM VISION's premises requires the Customer or the owner to purchase adequate, valid, and effective insurance. EXTREM VISION may in no case be held liable to the Customer or a third party for any direct or indirect damage caused in this context.

#### **Article 9 - INTELLECTUAL AND INDUSTRIAL PROPERTY**

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The Customer is expressly informed of the fact that the Products manufactured and marketed by EXTREM VISION are protected by a set of intellectual and/or industrial property rights within the meaning of the French Intellectual Property Code, including, but not limited to, processes, project studies, patents, drawings, designs, models, trademarks, logos, copyrights, distinctive signs, know-how (the "**Intellectual Property Rights**") belonging to EXTREM VISION.

Unless there is specific, prior express consent of EXTREM VISION, the Customer is prohibited from using, reproducing, distributing, using, modifying, correcting, and/or undermining in any way, including through a third party, the Intellectual Property Rights belonging to EXTREM VISION.

#### **Article 10 - RETENTION OF TITLE CLAUSE**

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The transfer of title to the Products sold is conditional on the Customer paying the full price on the due date, notwithstanding the rules relating to the transfer of risks referred to in Article 3.1 above.

Payment refers to the settlement of the Product price, the fees associated with the sale, and interest. Payments will be applied to older sales.

Failure to make payment on the due dates will entitle EXTREM VISION Company to take back all Products delivered, without prejudice to any legal actions it may initiate.

Since the Products remain movable goods, in the event of a payment default, the Customer must, at its own expense and risk, return the unpaid Products following a request received from EXTREM VISION by registered letter with acknowledgement of receipt or by email, without EXTREM VISION losing any of its rights, with the Products in stock with the Customer presumed to be the unpaid Products.

The Customer will have to defend any third-party claims brought in connection with the Products sold through, confiscation, or equivalent procedure.

#### **Article 11 - FORCE MAJEURE – UNFORESEEABLE EVENTS**

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EXTREM VISION cannot be held liable in the event an event of force majeure prevents performance of its obligations under these GTCS.

In addition to events of force majeure as defined in the French Civil Code and those ordinarily recognized by French case law, the following events are events of force majeure, without this list being exhaustive:

Wars; riots; natural disasters; floods; fires affecting of all or part of EXTREM VISION's premises or those of its suppliers; strikes by all or part of EXTREM VISION's employees or those of its suppliers; embargoes; government and/or legal restrictions; malfunctions affecting the transport and/or supply of Products and/or raw materials by EXTREM VISION or its suppliers.

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Trade and Company Register 407 493 592 – VAT FR70 407 493 592 – APE 7112 Main Activity Code

In the event an event of force majeure and/or its consequences persist for more than sixty (60) consecutive calendar days, either party may terminate the sale by registered letter with acknowledgement of receipt, without either party being liable in this regard.

The Customer expressly acknowledges and accepts that it cannot unilaterally require of EXTREM VISION a contractual or judicial renegotiation and/or review of these terms and conditions of sale (including pricing terms), on the grounds of a change of circumstances that was not foreseeable at the time of the conclusion of the sale.

By way of derogation from the provisions of the Article 1195 of the French Civil Code and associated case law, the Customer expressly assumes all risks relating to a more onerous performance of the sales contract as a result of a change in circumstances that was unforeseeable at the time of the conclusion of the sale.

#### **Article 12 - PROCESSING OF PERSONAL DATA**

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The Customer is informed that the processing of personal data is subject to the legal and regulatory provisions of the Data Protection Act of 6 January 1978, as amended, and of the General Data Protection Regulation No 2016/679 of 27 April 2016 (GDPR).

In accordance with the principle of minimization, the data collected are subject to computerized processing, which is necessary for the entry, transmission, and processing of the request in the context of the business relationship but also for the management of the financial relationship, security, the prevention of payment defaults, fraud, and collections.

The data are stored and processed for the time necessary to achieve the purpose pursued without exceeding the duration of the business relationship plus limitation periods and after exhaustion of legal remedies.

In compliance with the above legal provisions, the Customer may, at any time and without charge, access information concerning it (benefitting from a right to portability, a right of limitation, a right of rectification, a right to erasure, a right to oppose their use, for legitimate reasons), by writing a letter and sending it by regular post to EXTREM VISION's registered office, with proof of identity.

EXTREM VISION agrees to take the measures and implement all technical means necessary to ensure and maintain the security, integrity, and confidentiality of personal data.

#### **Article 13 - ETHICS AND COMPLIANCE**

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The Customer represents that it will comply with all applicable laws regarding corruption, influence peddling, and favoritism, especially the French "Sapin Law" (Law No 2016-1691) of 9 December 2016.

The Customer represents and warrants that no funds will, directly or indirectly, be pledged or paid to a public official or used to finance a benefit, for the purpose of influencing an act or decision falling within the functions of that public official, or leading this public official to use his influence over any other public official.

The Customer may in no case offer or provide, directly or indirectly, any advantage, pecuniary or otherwise, to a representative of the State, a representative of a public international organization, a political party, an employee or agent of a private company, lender or bank, for the purpose of obtaining or maintaining a business transaction.

#### **Article 14 - DISPUTES – JURISDICTION**

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Sales of Products made by EXTREM VISION in application of these GTCS are governed by the provisions of the laws of France.

Any contractual or extra-contractual disputes arising out of or in connection with these GTCS and the sales that they govern (including the existence, enforceability, validity, interpretation, performance and/or non-performance of these GTCS) is subject to the jurisdiction of the Perpignan Commercial Court and/or of the competent courts in the jurisdiction of the registered office of EXTREM VISION, including in the event of summary proceedings, an incidental claim, third-party claim, or multiple defendants.