



CHRYSA LIS

Mobilier d'éclairage

General Terms and Conditions of Sale

Chrysalis – SAS au capital de 163 006 € - RCS Nancy 821 585 734
168 rue de la Fonderie – ZI Pompey Industries – 54670 Custines France

Our general terms and conditions of sale are in accordance with the recommendations of the Federation of the Electrical and Electronic Industries and take precedence over all our customers' general terms and conditions of purchase.

1. General

These general terms and conditions of sale apply to all products and services provided by CHRYSA LIS SAS. Any order placed by a purchaser with CHRYSA LIS SAS automatically entails unconditional and unreserved acceptance of these general terms and conditions of sale. They may only be modified by special conditions or special offers expressly accepted by CHRYSA LIS SAS. Upon receipt of an order, CHRYSA LIS SAS will issue an Acknowledgement of Receipt with delivery time if, and only if, the description of the order enables us to clearly and unambiguously define the material to be manufactured. Otherwise, CHRYSA LIS SAS may issue written reservations within 7 days. In the event of cancellation or modification of the customer order 7 days after the date of publication of the Acknowledgement of Receipt, CHRYSA LIS SAS reserves the right to invoice the amount of the supplies committed within the framework of the production of the order initiated by the customer.

2. Price - Elimination of waste from electrical and electronic equipment

2.1. The applicable prices, in euros excluding taxes, are those mentioned in the price list, offer or quotation in force on the date the order is placed. For the application of the European Directive 2002/96/CE relating to electrical and electronic waste, and the taking into account of the resulting costs, reference is made to the basic rates and/or special conditions of each of the product families

2.2. Our prices in catalogues, brochures and price lists are exclusive of VAT. They do not include the costs of recovery and recycling at the end of life in accordance with the applicable legal provisions and transport tariffs. Written or telephone orders, transmitted directly or by our agents, shall only become final after the CHRYSA LIS SAS Acknowledgement of Receipt has been issued.

2.3. In accordance with article 18 of decree no. 20 05-829 of 20 July 2005 relating to the composition of electrical and electronic equipment (EEE) and the elimination of waste from this equipment, the financing and organization of the removal and treatment of EEE waste, which is the subject of this contract of sale, are transferred to the Buyer who accepts them. As regards fluorescent and discharge lamps sold alone or included in appliances, this transfer will be accompanied by an eco-contribution amounting to €0.15 (excl. tax) per lamp sold in France from 01/01/2009. In accordance with article 18 of the Decree, the selective treatment, recovery and destruction of selectively collected EEE waste must be carried out in accordance with the provisions of articles 21 and 22 of the Decree.

2.4. The prices and characteristics of the goods are those applicable to the terms of the CHRYSA LIS prices and catalog in force on the day of the order.

The buyer is deemed to have taken out insurance with CHRYSA LIS when he passed his order, of the current definition of the goods offered by CHRYSA LIS and current prices.

CHRYSA LIS may introduce, at any time, and without notice, modifications in the dimensions, shapes or characteristics of the products appearing in its catalogs; in such a case, CHRYSA LIS will not be required to subsequently provide products with the same characteristics. Similarly, CHRYSA LIS does not shall not be required to modify the products previously delivered or in the process of being ordered.

By notifying the Customer, Chrysalis reserves the right to adjust the prices of its products before receipt of the order in order to reflect variations in raw material costs and other manufacturing and distribution costs.

In the event of a very unfavorable economic context, Chrysalis also reserves the right to refuse an order or with the agreement of the customer, to modify the price.

3. Delivery times

Our delivery times are given as an indication and without any commitment on our part. In the event of delay, no compensation may be claimed, a fortiori for delays due to a case of force majeure, as defined by article 1148 of the French Civil Code, suffered directly or indirectly by CHRYSA LIS SAS, its subcontractors or any other third party. Storage costs of a collated order to be dispatched: In the event that delivery is postponed at the client's request, CHRYSA LIS SAS will keep the entire order in stock for a maximum of 2 weeks from the dispatch date confirmed on the RD. After this period, CHRYSA LIS SAS reserves the right to invoice the entire delive-

ry. In the case of masts, as our outdoor storage capacity is limited, we cannot guarantee the integrity of the material. After 2 weeks, any repair work will be invoiced.

4. Transport

Our products are normally delivered ex-works.

Even if Chrysalis organized or paid the transport of the products, it is the responsibility of the buyer to make sure that the products are delivered in good condition. In the event of damage, other than that resulting from the inherent defect of the item or force majeure, the buyer alone shall exercise its recourse against the carrier guaranteeing the loss of the items transported, in accordance with Article L 133-1 of the French Commercial Code. In accordance with article L 133-3 of the Commercial Code, receipt of the products extinguishes any action against the carrier for damage or partial loss, unless, within 3 days, not including public holidays, following receipt, the recipient has notified the carrier by bailiff's act or registered letter, of his reasoned complaint. In any case, no claim related to transport will be accepted if: - The carrier's Delivery Note does not contain any specific reservations on the part of the customer - and if the complaint is not reported to CHRYSA LIS SAS within 7 days of receipt of the goods by registered letter with acknowledgment of receipt.

5. Returns of goods

Except in the case of a fault or error attributable to CHRYSA LIS SAS, no return of goods will be accepted unless prior written agreement has been given by CHRYSA LIS SAS and evidenced by a return form. When exceptionally we accept returns of goods, these must always be made carriage paid within 8 days following the date of our agreement and sent to our factory in CUSTINES (54670), accompanied by the return form. Returned goods will only be credited once they have been accepted and received in our warehouse. They will only give rise to a credit note if they reach us in the condition in which we supplied them. The credit note will be established on the basis of 90% of the invoiced amount of the goods. In addition, if damage is noted, the costs of repair will be deducted from our credit notes. In the event of an error by the customer of CHRYSA LIS SAS, and after acceptance by the Sales Department, a credit note will be established on the following basis: If standard equipment: maximum of 70% of the invoiced amount of the goods. If non-standard equipment: 0% - no credit note on special equipment.

6. Installation - after-sales service

It is expressly recalled that CHRYSA LIS SAS does not install the products and that the purchaser is required to use a specialized installer for this purpose who must strictly comply with the rules of art and the manufacturer's specifications. These rules of the trade are defined in particular in the «Recommendations relating to the lighting of public roads» published by the French Lighting Association, as well as the brochure «Lighting in Public Roads». «Maintenance in outdoor lighting» (Outdoor lighting maintenance) published and distributed by a lighting union. Consequently, in terms of product installation, the responsibility lies solely with the installer. It is therefore up to them to (without this list being restrictive): - check that the installation (equipment and electronic circuits) complies with the provisions and design rules of the circuits and requires the installation of appropriate devices aimed in particular at avoiding over voltages induced and/or propagated by the supply lines: - comply with standard NF C17-200 which aims to earth all the lampposts whatever the class of equipment and to provide protection devices against voltage disturbances. - avoid conventional cohabitation (Ferro ballast) and led luminaires on the same start - dimension the circuit and the disconnection devices according to the number of luminaires and the inrush current - Avoid arcing disconnecting devices when switching on or off. - Install protection in the cabinet in accordance with UTE C15-443. - check the material and connection to avoid any break in the neutral or the presence of poorly insulated equipment - protect the luminaires in accordance with the kerunic level of the different geographical areas.

7. Payment

7.1. Payment

Even partial deliveries shall be invoiced and shall be paid for in accordance with the terms of payment set out below. Payment is made by tele transmitted bank transfer to the account mentioned on the invoice. Payment by cheque is not accepted. Invoices are payable within 30 days of the end of the month from the invoice date. The Purchaser is released from its payment obligation once the sum

due is actually cashed by CHRYSALIS SAS, the simple remittance of the payment voucher being insufficient. The Purchaser may never proceed with compensation for any reason whatsoever. Any contestation of an invoice or a credit note must be made within 8 days of receipt. Credit notes are offset on a reciprocal basis. Late payment: any late payment shall automatically give rise to the payment of a penalty in an amount equal to the interest rate applied by the ECB to its most recent refinancing operation plus ten (10) percentage points on the due date of the applicable payment period. Interest shall begin to run from the day following the payment date shown on the invoice and shall continue to run until the day of full payment of all sums due to CHRYSALIS SAS. In the event of dispute or partial performance of the contract, payment shall remain due on the part of the contract not disputed or partially performed. CHRYSALIS SAS shall also have the right to declare the sale of all or part of the products whose price has not been fully paid as of right and to refuse any new delivery. In the event of the Buyer's insolvency, CHRYSALIS SAS reserves the right to demand payment in advance.

7.2. Non-payment

In the event of proven non-payment, constituting a breach of the payment obligation provided for in paragraph 7.3. Above, and after formal notice has been given which has remained unsuccessful, a flat-rate compensation of 15% of the sums due by the customer will automatically be applied as damages and interest.

8. Retention of title

We retain ownership of the products delivered until effective payment of the full price in principal and accessories by the buyer. Failure to pay by any due date may result in the claiming of these goods. The buyer nevertheless assumes, from the time of delivery, the risks of loss or deterioration of these goods as well as the responsibility for any damage they may cause.

9. Intellectual and artistic property

CHRYSALIS SAS retains ownership of the studies, drawings, models, plans, estimates and more generally of all documents issued and communicated to the purchaser or of which the purchaser has become aware in the context of a proposal, offer and/or contract. These documents are confidential and their reproduction or communication, even partial, is prohibited without our written agreement. They must be returned at the simple request of CHRYSALIS SAS, even if the purchaser is asked to contribute to the costs of the studies and if, a fortiori, no contract is concluded as a result of the discussions.

10. Guarantees

10.1. Obligations of CHRYSALIS SAS

We guarantee the replacement of our devices or parts recognized as defective for a period of 5 years from the date of invoice. Under the conditions listed below:

- Warranty for 4,200 hours of use per year and two switching on/off times per day.
- The luminous flux is guaranteed to be 80% over 5 years (21000h), i.e. an L80 ratio.
- The outside night-time ambient temperature does not exceed the performance temperature Tq of 25°C.
- The installation is carried out in accordance with CHRYSALIS recommendations concerning the intensity of the current per luminaire presented in the table of fluxes in the catalogues.

- Only the main function of the luminaire (lighting) is guaranteed: the external appearance of the luminaire (corrosion etc...) is not guaranteed apart from the integrity of the parts and the cohesion of the assembly.

- The product has not been repaired, replaced, adjusted, modified without CHRYSALIS' agreement; the sealed parts have not been opened. This guarantee is not applicable to:

- Damage caused by overvoltage, overload, connection errors, dismantling, even partial, abnormal conditions of storage, use and maintenance of the equipment,
- Incidents due to fortuitous events or force majeure,
- modifications to our equipment or driver settings on site without the prior written agreement of CHRYSALIS,
- replacements or repairs which would result from normal wear and tear of the equipment, deterioration or accidents resulting from negligence, faulty installation, monitoring or maintenance and abnormal use or use which does not comply with the CHRYSALIS SAS specifications for this equipment.

The warranty on the surface coating of our products is limited to 2 years.

Specifically, with respect to corrosion protection, the warranty applies under the following special conditions:

- Unless otherwise specified, i.e. particular risk of exposure, the equipment supplied by the seller is normally resistant to the ordinary corrosion characteristic of the zones referenced C1 to C4 of the ISO 9223-2012 standard.

- On the other hand, the warranty commitment shall not apply to equipment installed in zones referenced C4 and C5 if the buyer has not made a prior declaration during the consultation specifying whether or not the equipment is located directly on the sea front and, where technically feasible, the application of an appropriate anti-corrosion treatment with specific warranty conditions.

- Deterioration caused by mechanical abrasion (friction, particle or grain projections, etc.) is excluded from the scope of the guarantee.

The transport or labour costs incurred by the replacement or repair of the products shall, in any event, be borne exclusively by the purchaser. The products replaced under the present warranty are themselves guaranteed for the period remaining under the initial warranty.

10.2. Obligations of the buyer

In order to be able to invoke the benefit of the guarantee described above, the buyer must

- inform us, prior to the order, of the destination and conditions of use of the equipment,
- notify us, without delay and in writing, of any defects that he attributes to the equipment and provide all justifications as to the reality of such defects,
- give us every facility to proceed to the ascertainment of defects and to remedy them,
- refrain from carrying out repairs themselves or having them carried out by a third party, unless we have expressly agreed to do so.

10.3. Standards and Certification

All products manufactured by CHRYSALIS SAS have been designed, developed and manufactured according to the European standard EN60598 and ISO 9001, the international standard in force. CHRYSALIS SAS guarantees the correct operation of its products according to the European Electromagnetic Compatibility Directive 2004/108/CE and the European Low Voltage Directive 2006/95/CE. CE marking and labelling of applicable standards are carried out by CHRYSALIS SAS, according to the models. In general, the products delivered are electrically wired by CHRYSALIS SAS and equipped with electronic components approved by CHRYSALIS SAS, in accordance with the aforementioned standards, thus complying with the applicable regulations on the quality of electrical or electronic components and equipment. In the case of an exceptional offer of bare platinum luminaires or in the case of a subsequent modification of our luminaires by a third party, such as the replacement of a ballast (other than those approved by CHRYSALIS SAS), the addition of a control system, or for any modification to the wiring, CHRYSALIS SAS shall not be, in any form, responsible for the results of such a modification and all certifications and/or quality markings shall cease to have effect.

11. Export

The export of CHRYSALIS SAS products outside the countries of the European Union (or territories assimilated by the European Union is subject to the following conditions Treaties) is prohibited without the prior written agreement of the export control manager of CHRYSALIS SAS. The Client acknowledges that certain transactions may be subject to export control in application of international or American rules («Export Regulations») which prohibit the export, re-export or diversion of certain products and/or technologies to certain countries. The Export Regulations apply to export, re-export; transfer of products/technology, technical assistance, foundation or financing and trading operations conducted by CHRYSALIS SAS and may, in addition, be subject to a license according to the regulations of the recipient country. The Client undertakes to comply with all Export Regulations (including license) for Products supplied by CHRYSALIS SAS. The Client also undertakes to impose the Export Regulations on its own clients in the event of transfer or re-export. The Client undertakes to take all actions reasonably necessary to ensure that its own clients or end users comply with the Export Regulations. The Client guarantees CHRYSALIS SAS against all financial consequences of non-compliance with these Export Regulations.

12. Responsibility

Our liability is strictly limited to compensation for direct material damage caused to the purchaser resulting from the improper performance of our contractual obligations. In any event and unless otherwise provided for in the contract, our liability is limited to the sums collected for the supply of the product on the day of the claim. The purchaser guarantees the waiver of recourse by its insurers or third parties in a contractual situation with it, against CHRYSALIS SAS or its insurers beyond the limits and for the exclusions set out above.

13. Force majeure

All our commitments will be suspended in all cases where the non-fulfilment of an obligation is due to a case of force majeure. In this respect, any event of any nature whatsoever, reasonably beyond our control, such as strikes or lock-outs in the industries or shops selling the products, interruptions or delays in means of transport for any reason whatsoever, shortages of specialized labour or raw materials, action or failure of public services, legal or regulatory provisions affecting the production or distribution of the products, shall be considered as a case of force majeure.

14. Contestation

In the absence of an amicable agreement, any dispute relating to this contract will be the exclusive jurisdiction of the Commercial Court of Nancy, even in the event of an appeal in warranty or multiple defendants.