



# SpringCard

## General Terms and Conditions of Sales

## Contents

<u>1. Definition.....</u>	<u>3</u>
<u>2. Product.....</u>	<u>3</u>
<u>3. Services.....</u>	<u>3</u>
<u>4. Price.....</u>	<u>3</u>
<u>5. Discounts.....</u>	<u>4</u>
<u>6. Terms of payment.....</u>	<u>4</u>
<u>7. Payment delay.....</u>	<u>4</u>
<u>8. Avoidance clause.....</u>	<u>4</u>
<u>9. Propriety.....</u>	<u>4</u>
<u>10. Delivery.....</u>	<u>5</u>
<u>11. Returns.....</u>	<u>5</u>
<u>12. Warranty.....</u>	<u>5</u>
<u>13. Extended Warranty .....</u>	<u>5</u>
<u>14. « Force majeure ».....</u>	<u>6</u>
<u>15. Law.....</u>	<u>6</u>

## 1. Definition

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Unless otherwise agreed in writing between the Parties, these General Conditions of Sale (hereinafter the "General Conditions") shall govern all the sales of goods and services between SpringCard S.A.S. and its affiliates (hereinafter "SpringCard") and any buyers (hereinafter the "Buyer") and shall prevail over any other possible conflicting provision contained in forms or other documents utilised by SpringCard and/or the Buyer.

## 2. Product

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The object of the contracts of sale governed by these General Conditions are all electronic equipment and board, antennas and without limitation, cables, cards, etc., inserted in SpringCard's price list hereinafter the "Products", in force at the time of submission of the order by the Buyer, with the specifications indicated therein.

The forwarding of illustrative material shall not be deemed a formal offer of sale by SpringCard but rather an invitation to negotiate with SpringCard, who may modify them at any time without previous notice.

Any descriptions, indications of weight, measurements, dimensions, capacity, efficiency and any other data contained in drawings catalogues and prospects or SpringCard's publications or any other illustrative material provided by SpringCard shall be of a merely indicative character and shall not be deemed binding for SpringCard, unless otherwise stated in the Order Confirmation.

## 3. Services

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Any hardware or software development services, or related services shall be governed by these General Conditions therein the "Service". Service will be described in a Statement of Work "SOW" or described in a quote describing the service offered. Those documents shall be the base in force at the time of submission of the order by the Buyer.

Any changes requested by the Buyer beyond the placed order based on the original SOW or quote describing the services may result additional service re-evaluation thus price and cost revisions that shall be reflected in an subsequent order.

## 4. Price

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The prices of the goods are specified by quote, valid 30 days after the date of drafting this quote except otherwise indicated; if such a quote has not been proposed, the prices of the sold goods are those in force at the day of the order is registering.

Prices are in euros or USD according to the nationality of the purchaser and are calculated net of any fees and tax. Consequently, they will be raised rate of VAT for the customers in France

and of the transport charges applicable to the day of the order.

The prices are mentioned ex-works SpringCard, Palaiseau, France.

The SpringCard company agrees the right to modify its tariffs constantly. However, it is committed invoicing the goods ordered at the prices indicated at the time of the recording of the order.

## 5. Discounts

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Prices on quote includes any discount that SpringCard should offer to some of its customers according to their project, quantity and/or core of business.

## 6. Terms of payment

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Payment has to be done by wire transfert to the bank specified on proforma or invoice :

- at order for first order or
- before any shipment or
- 30 days nets after delivery time

Generally speaking, quote will always specified terms of payment.

## 7. Payment delay

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In the event of non-payment total or partial of the goods delivered to the day of the reception, the purchaser must pour at the SpringCard company a penalty of delay equal to five legal rate of interest in France.

The legal rate of interest selected is that in force at the day of the delivery of the goods.

This penalty is calculated on the amount net of tax which had remaining sum, and court as from the day following the expiration date of payment mentioned on the invoice without no setting in preliminary residence being necessary.

## 8. Avoidance clause

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If within the fifteen days which follow the setting in of the clause "Payment Delay", the purchaser did not discharge pending amount due, the sale will be automatically avoided and will allow rights to the allowance of damages to the profit of the SpringCard company.

## 9. Propriety

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The SpringCard company preserves the property of the goods sold until the integral payment of the price, in the main thing and parts.

For this reason, if the purchaser is the subject of a rectification or a bankruptcy, the SpringCard company reserves the right to assert, within the framework of the collective procedure, the goods sold and remained unpaid.

## 10. Delivery

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The delivery is carried out with the place indicated by the purchaser on the purchase order.

The delivery period indicated at the time of the recording of the order is given only as an indication and is not at all guaranteed.

Consequently, any reasonable delay in the delivery of the products will not be able to give place to the profit of the purchaser to:

- the allowance of damages;
- the cancellation of the order.

The freight costs and risks of are entirely supported by the purchaser.

## 11. Returns

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Any return of SpringCard standard products shall be made no later than 30 days from the date of invoice and shall be refunded in full. The products shall not show any apparent misuse or damage. Returns must be made to the address indicated on the invoice. The Buyer shall bear all associated shipping cost.

SpringCard reserves the right not to accept returns from the buyer unless the buyer contacted SpringCard to announce its intent to return the acquired product within the 30 days of purchase.

Non standard products made to a Buyer's specification under development services are not subject to returns.

## 12. Warranty

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SpringCard warranty return policies are designed to ensure our customers the best possible purchasing experience. We do, however, reserve the right to refuse orders that we consider to be an abuse of our return policies.

All products manufactured by SpringCard are subject to a one (1) year warranty from the date of invoice. Any return of goods shall not be to be accepted without prior a **return merchandise authorization (RMA)** . An RMA number shall be provided by SpringCard for ([support@springcard.com](mailto:support@springcard.com))

This warranty does not cover the following:

- Defects that are the result of improper care, maintenance or repair.
- Failures that result from abnormal strain, neglect, modification or accidental damage.
- Products purchased from merchants other than SpringCard, Inc., in the event the merchant in question is not an authorized vendor.
- Products no longer owned by the original buyer.

## 13. Extended Warranty

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SpringCard offers an extended warranty for an additional 3 years for an amount of 10% per year of the value of each product on which the extended warranty shall apply. The Buyer shall

request the extended warranty at the time of the purchase. If the extended warranty option is not specified in the purchase order the standard warranty applies. The extended warranty offers the Buyer full replacement or repair of the warranted product. Replacement or repair depending on what needs to be remedied.

## 14. « Force majeure »

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The responsibility for the SpringCard company could not be implemented if non-fulfilment or delay in the execution of any of its obligations described under the present general conditions of sale rises from a case of absolute necessity.

For this reason, the “Force majeure” gets along of any external, unforeseeable and irresistible event.

## 15. Law

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Any litigation relating to the interpretation and the execution of these general conditions of sale is subjected to the French law

In the absence of friendly resolution, the litigation will be carried in front of the “Tribunal de Commerce d’Evry, France”.

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