

GENERAL TERMS AND CONDITIONS OF SALE January 2025

These general terms and conditions of sale constitute the foundation of negotiations apply to all goods and services sold, or offered for sale, by TECHNILUM. The clauses contained in the buyer's purchase orders, or correspondence, may not derogate from them, unless expressly agreed otherwise by us mentioned on our offer or our order registration. Any order placed with TECHNILUM implies acceptance by the buyer of these general terms and conditions of sale and waiver of its own general terms and conditions of purchase.

1. General

The prices and information contained in the catalogues, brochures and prices are given for information purposes only, TECHNILUM reserves the right to make any modification of the layout, shape, dimensions or material of its products whose descriptions appear on its documentation. The validity period of our offers is two months. Our supplies are limited to the materials specified in the quotations. Our offers are subject to revision according to the price revision formulas of the Syndicat de l'Eclairage (www.syndicat-eclairage.com), acceptance of offers also implies adherence to these conditions. The sales contract, even in the event of a quotation or prior offer, is only perfect subject to the express acceptance by TECHNILUM of the buyer's order. The buyer is bound by the numbers and terms of our order registration. If the buyer fails to contest our acknowledgement of receipt of the order within 48 hours, the terms and conditions of registration of the order are deemed to have been accepted.

Dimensions of the foundation blocks are given only as an indication; these concrete foundations must be established by the buyer, under their responsibility, and taking into account the variations required by local conditions. TECHNILUM cannot be held liable in the event of any disorder related to the sizing or construction of the said block.

For additional supplies, prices and new deadlines are discussed especially between TECHNILUM and the buyer. Under no circumstances may the conditions for additional supplies derogate from those of the main order. Presentation materials must be returned within two months. Otherwise, it will be invoiced under the conditions of the offer, in accordance with the law.

2. Intellectual property

TECHNILUM retains all intellectual property rights to its projects, studies, samples and documents of any kind, which may not be communicated or executed without its written authorization. They must be returned on first request. The technology and know-how, whether patented or not, as well as all industrial and intellectual property rights relating to the products and services, remain the exclusive property of TECHNILUM. The buyer is only granted a non-exclusive right to use the products.

3. Order Cancellation or Modification

By express agreement between the parties, no order may be cancelled in whole or in part beyond a period of 2 clear days following receipt of our order confirmation. If applicable, the costs incurred for the completion of the order will be re-invoiced to the buyer.

Any request for modification to a current order must be the subject of a written request from the customer and may only be accepted by TECHNILUM depending on the progress of production of the relevant order. TECHNILUM's decision will be communicated to the client in writing in the form of an amendment as soon as possible.

4. Delivery times

TECHNILUM is automatically released from any commitment relating to the delivery time, in particular:

- If the payment terms are not met by the buyer.
- When the information to be provided by the buyer does not reach us in a timely manner, as well as in the event of changes or new specifications.

a. Delays

Delivery times are given for information purposes only and without guarantee. The impossibility of delivering within the time indicated on our order registration or of providing certain equipment, cannot give rise to compensation, damages or cancellation, even partial, of the order. In the event of a delay, the buyer cannot immediately cancel their order: they must first issue a formal notice.

b. Force majeure

TECHNILUM cannot be held liable for the non-performance or delay in the performance of one or more of its obligations provided for in these general terms and conditions of sale when such non-performance results from a case of force majeure provided for in Article 1218 of the Civil Code, or from events beyond its control, such as strikes, epidemic, war, requisition, fire, flood, major climatic event, tooling accidents, scrap of important parts during manufacture, interruption or delay in transport or any other cause leading to total or partial unemployment for the seller or its suppliers.

c. Penalties

Penalties for late delivery are not accepted.

However, in the event of special contractual provisions, they may not exceed an amount of 5% of the value of the equipment remaining to be delivered. These penalties could only be applied if the delay is caused by TECHNILUM and it is proven that it has caused actual damage. Their application requires a formal notice from the buyer at the scheduled time of delivery indicating his intention to apply these penalties. They are then in the nature of lump-sum and discharging damages, excluding any other form of compensation.

5. Transport

Our goods travel at the risk of the buyer, who is responsible for checking the shipments on arrival, reporting any reservations and exercising any claims with the carrier, even if the shipment was made free of charge. Our shipments, delivered carriage and packaging paid, are always unloaded by the consignee, as the driver cannot operate alone. Any additional transport costs caused by the buyer (in the event of an incorrect delivery address or absence of the recipient) will be automatically passed on to the buyer.

a. Claims

Notwithstanding legal obligations, in order to be taken into account, any complaint relating to the nature, type, characteristics, delivery notes and apparent quality of the products must be the subject of serious reservations upon receipt of the material and must be reported to the seller by registered letter with acknowledgement of receipt within a maximum period of 8 calendar days from delivery.

b. Return

A return must be made, only after our written agreement, and within eight days, in perfect condition in the original packaging, carriage paid, to the address indicated by us. In the event of damage to the equipment, the purchaser will bear the cost of restoring it to its original condition.

6. Payment terms and deadlines

a. Lead Times

The contract determines the terms and conditions of payment. The invoice shall state the date on which payment is to be made.

Payments are due under the following conditions:

- Before shipment for any first order
- For any invoice of less than 1000 euros excluding tax, payment is made in cash upon receipt of the invoice
- By draft, promissory bill, or bank transfer, within 60 days net or 45 days at the end of the month, as specified in the contractual documents, without exceeding sixty days net from the invoice issue date (LME of August 4, 2008).
- Particular circumstances, or specific cases, may give rise to different conditions, including down-payment requests, or payments before shipment if the receivable is not covered by our credit insurance.
- No discount will be granted in case of early payment.

b. Delays

Failure to pay a due date automatically results in the forfeiture of the term, and consequently, the immediate payment of any amount due, even future deadlines.

For claims for which the payment term began to run after January 1, 2013, any total or partial failure by the customer, of its payment obligations or any delay will result, without prejudice to any damages, in the payment of the lump sum recovery indemnity of 40 euros. If the recovery costs incurred are higher than the amount of this lump sum compensation, TECHNILUM may request additional compensation.

The rate of late payment penalties is set in accordance with the provisions of Law No. 2012-387 of March 22, 2012. In the absence of specific provisions, which may not, however, set a rate lower than three times the statutory interest rate, that rate shall be equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points, without this penalty affecting the repayment of the debt. The late penalties and the lump sum compensation duly mentioned in the T&Cs and invoices are payable without the need for a reminder.

Failure to comply with the payment deadlines or the method of calculating the deadlines is punishable by an administrative fine, up to a maximum amount of €75,000 for a natural person and €2 million for a legal person.

In addition, in the event of late payment, TECHNILUM reserves the right to cancel current orders and to consider all contracts terminated. In the event of contestation or partial performance of the contract, payment remains due on the part of the contract that is not disputed or partially performed.

The settlement is deemed to have been made on the date on which the funds are actually received.

7. Retention of title

TECHNILUM retains ownership of the goods sold until the full principal and ancillary price has been effectively collected. However, upon delivery, the Buyer assumes all risks of loss or deterioration of these goods, as well as any liability for damage they may cause. Failure to pay any of the instalments may result in the reclamation of these goods.

8. Guarantees

The length of time during which the various performances of a piece of equipment are guaranteed does not in any way predict the average, maximum or actual life of the equipment in question.

The specificities of electrical and electronic products, luminaires and LED modules are subject to specific guarantees in Article 9.

a. Warranty Defect

TECHNILUM undertakes to remedy any failure of the equipment supplied resulting from a defect in the equipment, if it is established that it has been installed according to the rules of the art, by qualified professionals who have complied with all the specific instructions for the equipment offered by the seller, both with regard to commissioning and maintenance.

The warranty does not apply in cases of defects resulting from materials supplied or imposed by the customer, or from abnormal environmental conditions, particularly chemical elements.

The duration and benefit of the warranty can only be accepted if the buyer can prove that the storage, operation, maintenance and servicing conditions defined by TECHNILUM have been complied with.

Seller does not warrant any hardware associated with other components in an assembly without its consent.

Repairs and replacement parts provided under the original warranty are guaranteed under the same conditions and terms as the original equipment and for a new period equal to that originally defined. The warranty for other parts and components of the original supplies is only extended if necessary by the downtime due to replacement or repair.

b. Starting point and duration of the warranty

The warranty against all manufacturing defects is 3 years. The warranty period begins on the delivery date indicated on the delivery note accepted and signed by the buyer or his representative. If, at the request of the buyer, the shipment of the equipment already manufactured is postponed for a cause beyond the control of TECHNILUM, the extension of the warranty period may not exceed 3 months beyond the delivery date initially defined.

Concerning trading items, TECHNILUM reflects the guarantees provided by its own suppliers, whether the equipment is integrated or offered for sale independently.

In any event, TECHNILUM does not give any other guarantee.

c. Buyer's obligations

To be able to invoke the benefit of these provisions, the buyer must:

- communicate to the seller, prior to the order, the destination and conditions of use of the equipment,
- notify the seller, without delay and in writing, of any defects that he attributes to the equipment and provide any justification as to the reality of the same,
- give the seller every facility to proceed with the observation of these defects and to remedy them,
- refrain, except with the express agreement of the seller, to repair or have repaired by a third party any part of the repair, modify or have modified by a third party any part of the said equipment.
- be up to date with its payments to the seller

d. Warranty Terms

Once notified, TECHNILUM will remedy the defect or have it remedied, with the sole aim of meeting its obligations, and reserves the right to modify the equipment to obtain all the performance initially planned. In case of in situ restoration, TECHNILUM shall bear the labour and travel costs resulting from its intervention, excluding the costs due to the consequences related to the defect observed. Replaced parts are made available to TECHNILUM and become its property again.

e. Damages

Our liability is strictly limited to the obligations defined above and it is expressly agreed that TECHNILUM shall not be liable for any additional compensation for direct or indirect material or immaterial damages.

f. Special Warranties

In the case of a specific project, they are in addition to the general terms and conditions and must be the subject of a written contract between TECHNILUM and the buyer. They may not be imposed unilaterally by the buyer under no circumstances. They are acceptable to TECHNILUM only if they are accompanied by a technical definition of the risks covered and the specific conditions under which the equipment to be guaranteed is to be used, operated, maintained and kept in good condition.

Specific and mandatory provisions for sales to consumers and non-professionals

In addition to the legal guarantees provided for in Articles 1604 et seq. of the French Civil Code relating to the delivery of a compliant item and Article 1641 of the same Code relating to hidden defects, the consumer benefits from specific protection.

The guarantee of compliance of the Consumer Code

The seller must deliver goods that are compliant, i.e. suitable for the use usually expected of a similar good, or that have the characteristics defined by mutual agreement between the parties or are suitable for any special use sought by the buyer, brought to the attention of the seller and that the latter has accepted (Article L 217-5 of the French Consumer Code). The seller is also liable for any lack of conformity resulting from the packaging, assembly instructions or installation when this has been charged to him by the contract or has been carried out under his responsibility (Article L 217-4 of the French Consumer Code). The action resulting from the lack of conformity is time-barred after two years from the delivery of the goods (Article L 217-12 of the French Consumer Code).

9. Warranties for electrical, electronic, lighting and LED modules

a. Defects taken into account

TECHNILUM LED products are guaranteed for 4000 hours of annual operation. As LEDs are constantly changing, in subsequent deliveries of LED luminaires or modules, luminous fluxes can be different from the original products, but never inferior.

- The LED guarantee applies if the service provided (contractual performance level) is degraded by more than 30%. It applies to parts only, excluding labor costs. Compliance with the thermal regulation rules must be proven by the customer (for example: no continuous daytime operation in high temperature).
- The equipment must be maintained according to the current recommendations, including the periodic cleaning of glasses and exposed lenses.
- For all other products in this section, the warranty conditions apply exclusively to mortality above the nominal default rate of 10%.

b. Warranty Exclusions

Without prejudice to any other exclusions or limitations brought to the buyer's attention, the following are excluded of the present warranty:

- Luminaires, products, and electronic components that TECHNILUM sells as goods associated with the lighting management or supervision system; manufacturer's warranties apply.
 - Parts or products subject to wear and tear; manufacturer's warranties apply.
 - Electrical or electronic systems for which at least one component has not been supplied by TECHNILUM.
 - Incidents relating to fortuitous events or force majeure.
 - Damage caused by abnormal conditions of use and maintenance of the devices.
 - Installations that do not comply with circuit design provisions and rules and in particular:
 - In compliance with the NF C17-200 standard: Ground the lighting columns, regardless of the class of equipment fitted to them; In application of Part 534 of this standard, provide protective devices against voltage disturbances; Avoid the cohabitation of ferromagnetic ballast luminaires and LED luminaires on the same electric line; Size the circuit and disconnect devices according to the number of luminaires and the inrush current; Avoid disconnection devices that generate arcs during start-up or shutdown; Install cabinet protection in accordance with the UTE C15-443 guide; Protect the luminaires according to the keramic level of the target area; Check the equipment and connections to avoid neutral breakage or the presence of poorly insulated appliances.
 - Errors in connection, assembly or disassembly.
 - Any damage caused to systems by critical power supply conditions: temporary voltage spikes, overvoltages/undervoltages, symmetries and loop control signals that are outside the limit values defined for the product and the limit values defined by the applicable delivery standards (e.g. "EN 50160 - Characteristics of the voltage supplied by public distribution networks").
- The recording functions embedded in the devices constitute, depending on their content, sufficient evidence to justify the application of the exclusion clause.

10. Responsibility

a. Liability for direct property damage

TECHNILUM is required to compensate for any direct material damage caused to the buyer resulting from faults directly attributable to it in the performance of the contract. As a result, TECHNILUM is not obliged to compensate for the harmful consequences of the faults of the buyer or any third parties relating to the performance of the contract, nor for any damages resulting from the use of technical documents, data, or any other means provided or the use of which is imposed by the buyer and containing errors not detected by TECHNILUM.

b. Liability for indirect and/or immaterial damage

Under no circumstances will TECHNILUM be liable for indirect and/or immaterial damages, including but not limited to operating losses, loss of profit, or commercial damages, etc.

TECHNILUM's liability is strictly limited to the obligations expressly stipulated in the contract. All penalties and indemnities provided for therein are in the nature of lump-sum damages, discharging and excluding any other sanction or compensation.

c. General provisions

Excluding gross negligence on the part of TECHNILUM and compensation for personal injury, our liability is limited, all causes combined, to a sum which, in the absence of a different stipulation in the contract, is capped at the sums received in respect of the supply or service on the day of the claim. The buyer guarantees the waiver of recourse to its insurers or third parties in a contractual situation with it, against TECHNILUM or its insurers beyond the limits and for the exclusions set out above.

11. Special contracts

a. Custom work

In the case of custom work, TECHNILUM exclusively guarantees execution in accordance with the dimensions, tolerances and specifications indicated. When the supply of the material is the responsibility of TECHNILUM, it is only required, in the event of non-conforming or defective parts, insofar as their number exceeds the tolerances, to replace them free of charge, without being able to claim damages.

When the material or parts are supplied by the customer, TECHNILUM, in the event of non-conforming execution not resulting from their inherent defect and relating to a number of parts exceeding the tolerances, will be required, at the customer's option, either to make a credit note corresponding to the price of the rejected parts, or to re-perform the work, with the help of the necessary material or parts made available by the customer.

Unless the contract has expressly provided for it, TECHNILUM shall only be liable for the loss or deterioration of the material or parts entrusted to it if it is found that there has been a serious breach of the rules of prudence and diligence normally required for work of this kind.

b. Repairs

Unless expressly agreed otherwise, repair operations do not give rise to any guarantee other than that of the proper execution of said operations.

12. Protective clause

In the event of an unforeseeable economic or commercial event occurring after the conclusion of this contract and making its performance detrimental to one of the parties, they will meet in order to examine the situation and try to restore the initial balance.

In the event of an agreement between the parties, an amendment will specify the new terms of performance of the contract.

In the event of disagreement and within 1 month of the first meeting between the parties, the parties will submit to the mediation procedure provided for in Article 12 of these General Terms and Conditions of Sale.

If mediation fails, the parties will agree to terminate the contract. During the negotiation period, the performance of the contract will be suspended, unless otherwise agreed by the parties.

13. Environment and Sustainable Development

a. Unique identifier per EPR sector

The unique identifier FR001489_05HT7K attests to the registration in the register of producers in the EEE sector, in application of Article L541-10-13 of the French Environmental Code, as assigned by ADEME to TECHNILUM. This identifier attests to our compliance with our obligation to register in the register of producers of Electrical and Electronic Equipment and the completion of its declarations to the eco-organisation ecosystem.

b. Packaging

Non-returnable packaging is the responsibility of the customer and is not taken back by the seller.

In the absence of a specific indication on this subject, the packaging is prepared by the seller who acts in the best interests of the customer.

Reusable packaging remains the property of the seller. They are entrusted to the buyer under his responsibility. This packaging is subject to a consignment and/or rental invoice. If they are not returned within the time limits customary in the profession, an asset transfer invoice is sent to the buyer.

c. Electrical and electronic equipment waste

For the end-of-life of its EEE, TECHNILUM joins (and transfers its obligations) to the ecosystem eco-organization responsible for collecting and recycling end-of-life equipment. Any holder of a TECHNILUM's EEE can deposit it at an approved ecosystem point. Successive professional sellers must pass on this information to successive buyers.

14. Mediation clause

Any dispute relating to the contract may, at any time, be submitted to this mediation procedure.

To this end, the most diligent party refers the matter to the other party by registered letter with acknowledgement of receipt, proposing the name of one or more mediators with a view to appointing a single mediator within 15 days and accepted by both parties.

At the start of the mediation procedure, the parties enter into a mediation agreement with the mediator governing the mediation procedure.

The parties already agree that:

- The duration of the mediation may not exceed two months from the date of referral to the mediator, unless the parties agree otherwise.
 - All exchanges made and documents submitted between the parties in the context of the mediation are confidential, unless the parties agree to it.
- If the parties reach an agreement within the time limits they have set for themselves, it will be recorded in a settlement agreement signed by each of them and the mediator, and enforceable.

If the parties are unable to agree on the mediator or at the end of the mediation, the mediation has failed and the most diligent party may refer the matter to the competent Court in application of the provisions of article 15 below.

15. Contestation and Jurisdiction

In the absence of an amicable agreement, it is expressly agreed that any dispute relating to the contract will be under the exclusive jurisdiction of the Commercial Court of Béziers, even in the event of a warranty claim or multiple defendants.

16. Applicable Law

The law applicable to this contract is French law.