

CIBEL general terms and conditions

1. Preamble

These general conditions apply to conventions that satisfy the definition of business contract as defined in Article 1710 of the Civil Code : " contract whereby a person is obliged, against remuneration, to execute for the other part a particular job without representation or independently."

In these conventions, the Contractor realizes product in accordance with Customer specifications , Therefore the Customer is staying as the product designer. In this operation, the contractor's work is predominant compared to supply of raw materials.

According to law, these general terms and conditions of Contractor apply to all orders processed by him. They may be adapted, in special conditions, when the specificities of the service justify it.

All orders placed with the Contractor implies Customer accepts these general conditions of business and waives his own general conditions of purchase.

2. Definitions

Products : Printed Circuit Board ordered.

Tooling : All material or immaterial elements from the Customer definition file used in the manufacture of printed circuit board, subject of the order.

Receipt : Act by which the customer accepts the products (with or without conditions) and notes that Contractor has performed its contractual obligations.

3. Quotation and order

3.1. The Customer RFQ or his order must be accompanied by a specification. The Contractor offer will be considered firm only if it is mentioned a period of validity. Whenever the Customer makes changes to the specifications or prototypes provided by the supplier, the original offer becomes obsolete and a new offer must be done.

3.2. The contract, even if quote or preliminary offer, is only available if Contractor accepts the Customer order. The contract is final when acknowledgment is transmitted by the Supplier. No change or cancellation is then possible, unilaterally.

3.3. For additional supplies, prices and new delivery time are discussed especially between Contractor and Customer.

3.4. An open order, resulting in delivery requests or cadences, can only be concluded for a limited period agreed between Contractor and Customer.

4. Specifications definition

Specifications supports the customer's order. It includes engineering drawing circuit and specifications witch apply to the order.

The specifications define the design and control rules, specific to the product.

The customer is the designer of the product and he is the only one to know it in details based on the industrial result targeted.

Any error, omission or subsequent change on specifications, assuming it can have an effect on the price or the delivery time, allows the Contractor to adjust its terms and conditions. The Customer is solely rresponsible for the specification, so the Contractor could not be held responsible for the consequences due to an error or forgets. The Contractor doesn't need to control the information sent in the specifications..

5. Obligation of information and advice

By analyzing informations provided by the Customer and the technology state of the art, the Contractor admits to have indicated to the Customer the advantages and disadvantages of its technical choices.

The Customer for its part admits to have provided all the necessary informations for the good achievement and proper functioning of the printed circuit board : implementation of the product, installation cabling, conditions of use and final destination.

The Customer who, despite the reservations of the Contractor, decides to manufacture his order is solely responsible for consequences and prospective damage.

6. Confidentiality clause

Each Party prohibits communication of the informations exchanged since the negotiation phase., for any purpose other than the execution of its contractual obligations to any third party without the prior written agreement of the other party, The requirement commits the parties throughout the execution of the contract and for a period of three years after termination or expiration of the contract. Each Party undertakes to impose the same confidentiality obligation to its employees, its suppliers and prospective subcontractors.

7. Intellectual property

Unless specifically agreed, the original data provided by the customer to carry out the order does not become the property of the Contractor who do not bear the risks. The Customer declares to have all the intellectual property rights on the documents submitted to the Contractor and necessary for the achievement of its instruction.

The previous knowledges of the Contractor remain its property. He also retains all intellectual property rights of his projects, studies and documents of any kind, which can not be communicated or executed without his written permission. In case of written communication, they must be return to him at the first request.

Unless otherwise provided, the technology and know-how, patented or not, incorporated into the products, and all rights of industrial and intellectual property related to products, remain the exclusive property of the Contractor. Only a right to use products is conceded to the Customer, non-exclusive basis.

The Customer participates in the cost of the tooling required to manufature the products but the Contractor retains ownership.

The Customer allows, except written indication, the Contractor to exhibit in all events such fairs, shows, exhibitions, and on his advertising and marketing materials, parts or products he realized.

8. Shipment and invoicing

The shipment is performed according to the Incoterms selected.

The Customer has to report any potential concern within 7 days after receipt.

If the terms of the Incoterms selected are not followed due to the Customer, the material is stored and handled at the discretion of the Contractor, with cost and risk handled by the Customer. The Contractor declines any subsequent liability in this regard. In this case an invoice for provision is established.

The Contractor is released, automatically, of any delivery commitment if the payment has not been respected by the Customer or in presence of an event of force majeure or events beyond the control of the Contractor, such as including : lock-out, strike, epidemic, war, requisition, fire, flood, interruption, fire, flood, interruption or delay in transportation or any other cause leading to total or partial unemployment for Contractor or his suppliers ...

9. Packaging

The packaging is carried out according to the standards of the Contractor, unless otherwise specified.

10. Payment conditions

The order determines the payment condition.

Without specific provision, the deadline for payment is fixed to the thirtieth day after the date of invoice.

Invoice mentions the date on which payment shall be made and the penalty rate payable on the day following the settlement date shown on the invoice.

The settlement is deemed carried out on the date on which funds are made available to the Contractor by the Customer.

11. Penalties

11.1 Penalties for late delivery

For each completed week of delay and from the end of the first week, a penalty of 0,5% of delay product will be calculated. These penalties can't exceed 5% of the late products and they are full discharge.

In accordance with legal requirements such penalties may be required only if the debt is sure, liquid and payable, and if the Contractor is able to check the quality of the corresponding grievance. They can't be deducted automatically or serving as compensation by the Customer.

11.2. Penalties for delayed payment

Any delay in payment generates penalties pursuant to law N° 2001-420 from the 15th of May 2001. These penalties are payable without any reminder.

12. Retention of title and risk transfer

The ownership transfer is validated once the invoice is fully paid.

The risk transfer takes place at the delivery unless otherwise stipulated in the contract, for example the selected Incoterms.

13. Responsibility

The ceiling of the Contractor's liability is three times the amount of product in question. Responsibility is also strictly limited on the respect of customer specifications and secondly the rules of his art.

This limitation does not apply in event of gross negligence of the Contractor and /or personal injury.

Within the limits specified above, if the Contractor commits mistakes that are attributed to him, he is bound to repair the direct material damage that would result to the Customer.

The Contractor and the Customer mutually refrain from invoking as the immaterial and / or indirect such as : loss of operating, loss of profit, commercial loss...

All penalties and allowances provided to contract are considered like damages and interest standard, redeeming any other penalty or compensation.

If damaging event, the parties undertake to minimize consequences of that event as much as possible.

14. Warranties

14.1 Defects covered by warranty

The Contractor agrees to remedy any vice operation from a defect in workmanship and materials within the provisions below.

The Contractor obligation does not apply for replacements or repairs resulting from :

- normal wear and tear,
- inadequate conditions of assembly and / or welding,
- spoilage caused by negligence, faulty installation, monitoring and maintenance and abnormal or improper use of the Contractor use,
- inadequate storage conditions,
- conditions or elements imposed by Customer or inaccurate information supplied by him.

In any event, the Contractor obligations under the warranty only apply in cases where the couple PCB - wiring was qualified.

14.2. Duration and starting point of the warranty

The commitment only applies to defects identified during the first one-year period of warranty.

Unless specific conditions, the warranty period is 12 months from first use and no later than 18 months from the delivery

The provision is deemed complete when Contractor notifies Customer that products are available or when Contractor has proposed to Customer to deliver him and he refused.

The provision can not precede the delivery date of contract, except by agreement between Contractor and Customer.

Products repaired or replaced are warranted for the remaining term.

14.3. Obligations of the Customer

To claim the provisions benefit of the warranty, the Customer must :

- notify the Contractor in writing, within a short period, the defects attributed to equipment and provide all evidences to justify it.
- Give the Contractor every opportunity to observe these defects and remedy them.
- Refrain further, without the express agreement of the Contractor, to make himself or by a third part, disassembly and assembly, repair, and modification of the material.

14.4. Procedures for exercising the warranty

When Contractor is notified, he has to remedy the defect in all diligence. The contractor reserves the right to modify supplies if necessary.

Works resulting from any guarantee obligation are carried, in principle, in the workshops of the Contractor and at his expense. All other services preceding or succeeding benefit implementation of the guarantee (assembly, disassembly, shipping, diagnostic, back...) have to be paid by the Customer.

15. Mediation clause

Any claim relating to the contract may be subject to this procedure for mediation, at any time.

To the end, the first party shall inform the other party by registered letter with acknowledgment of receipt and shall propose one or more mediators to reach within 15 days one mediator appointment accepted by both parties.

At the initiative of the mediation, the parties agree with the mediator a mediation agreement governing the mediation process.

The parties already agree that :

- The duration of the mediation may not exceed two months of referral to the mediator unless otherwise mutually agreed by the parties.
- All exchanges and documents made between parties in mediation are confidential, unless otherwise mutually agreed by the parties.

If the parties reach an agreement within allowed time, it will be recorded in a settlement agreement signed by each party and the mediator with a seal of enforceability.

If the parties fail to agree on the mediator or the outcome of the mediation, the mediation has failed and either party may apply to the competent court.

16. Competent court

Failing of agreement, it is expressly agreed that any dispute concerning the contract shall be the exclusive jurisdiction of the court in whose jurisdiction is located the Contractor's home.

17. Applicable Law

The law applicable to this contract is the French law.