

GENERAL SALES CONDITIONS

ORDERS

By placing an order the purchaser agrees to abide by these general sales conditions.

Clauses on the order forms or correspondence from the purchaser will not alter the conditions, unless agreement is written by the seller on the sales offer or order form.

Every order will be delivered as recorded. In order to avoid errors, care should be taken to be clear and precise in regards to the type, item reference, purpose and quantity.

DELIVERY CONDITIONS

Our prices include packaging and handling for all single orders delivered in Metropolitan France (excluding Corsica and Overseas Departments and Territories) of a minimum net value of 500€ before VAT. Orders inferior to this amount are subject to a handling charge of 50€. Express deliveries will be invoiced according to actual costs. No delivery will be made to a construction site or to a third party.

PRICE

The prices listed do not include taxes. Our prices do not take into consideration the possible economic impact Article 2005-829 of 20 July 2005 places on manufacturers of electric and electronic equipment to ensure the collection and disposal of waste engendered by this equipment. The sale

prices of the above mentioned equipment affected by this legislation may therefore be revised during the year.

INVOICING

Our invoices correspond to the current price at the time of delivery and take into account any augmentations and supplements of price indicated in our special conditions. Deals and orders are only accepted under these conditions. All complaints about invoices or credit notes must be made within one week. Compensation for credit notes will be made at the payment due date.

PACKAGING

The utmost care is taken with our packaging. The fact that the carrier accepts responsibility for our packages proves that they offer maximum protection and are therefore placed under the entire responsibility of the carrier.

SHIPPING

Our merchandise travels at the risk of the recipient.

The recipient shall therefore:

- verify the condition and quantity of the products at the time of reception, and if necessary, to open in the presence of the carrier any package which seems to be damaged.

- specify in writing on the carrier's receipt the nature and seriousness of the damage (sounds of breakage, damaged packaging, wetness, missing packages etc.) in case of missing or damaged goods.

- confirm exception by registered letter to the last carrier within 3 working days of the delivery.

Non-compliance with these formalities prevents action being taken against the carrier. Imprecise or systematic complaints such as " accepted on condition of quality and quantity control" written on the carrier's receipt are null and void and without legal value.

DELIVERY TIME

Delivery times are given as expected times of delivery: delays may occur. We decline all responsibility for late or partial deliveries. In no case can the customer cancel the order or demand compensation and interest or other indemnities whatever.

The occurrence of a force majeure shall suspend the execution of contractual obligations of FLUX. A force majeure is any event independent of the will of FLUX and hindering its normal functioning in the stages of manufacture or shipping of products. Especially noted herein are total or partial strikes creating a hindrance to the proper functioning of FLUX or any of its suppliers, sub-contractors or carriers; transport stoppages; power supply cuts; shortages of raw material or components.

PAYMENT

Payments shall be made at the end of month plus 45 days, without discount. The rate of late penalties applicable is the "Refi" rate of the European Central Bank, augmented by 10 percentage points, 15 days after sending a formal notice of late payment by registered letter. Conforming to Article 02/10/2012, the amount of the indemnity for costs incurred in recuperating late payment is fixed at 40€ minimum. Late payment invokes forfeiture of the payment period and all sums not due become immediately payable and carry the above mentioned interest rate. FLUX also reserves the right to cancel all orders in progress.

OWNERSHIP RIGHTS CLAUSE

The merchandise delivered to the purchaser remains the property of FLUX until complete payment of the sale price. However, the purchaser is authorized to resell before complete payment on condition that the sale is made by the purchaser for our account with the conditions of the ownership clause. In case of non-payment of the merchandise at the due date, FLUX reserves the right of repossession without legal proceedings.

RETURN

Goods can be returned exclusively by prior agreement and with the shipping order debit memo duly signed and completed.

Goods in their original packaging and without damage will be given a 50% deduction on the invoiced price. Freight and handling costs will also be deducted. No return or credit note will be authorized for special orders, or for

any material we find has been returned in a damaged state.

WARANTY

The FLUX warranty is valid for 1 year from the delivery date. It is strictly limited to the repair or replacement of material which has been acknowledged to be defective. To benefit from this warranty, the purchaser agrees to justify their request in writing. The purchaser must provide free access to assess and repair the defect.

The purchaser must not, without written authorization on our part, repair the defective material, or cause it to be repaired by a third party. The warranty is not applicable in the case of unforeseen circumstances or force majeure: for overvoltage or lightning, as well as for replacement or repair resulting from normal wear; for deterioration or accidents caused by negligence, lack of care or maintenance, or usage which is faulty or does not conform to our specifications and agreement; or for opening or modifying the product. We guaranty the proper functioning of our product only if powered by our drivers or devices authorized by us.

In order to guaranty a stable tension free from harmonics, we advise the use of the inverter "ON-LINE" with the by-pass deactivated.

Our warranty is only applicable to our products and in no case to the cost of labour of installation of the products. In the case of products replaced under warranty, FLUX will not accept an invoice for the installation of

the new material. No cost incurred by the replacement of these products will be accepted. FLUX reserves the right to replace the products itself.

MODIFICATION

The weights, measures and illustrations are only given as a guide. The production of certain references may be discontinued. In these cases, we cannot be held responsible for supplying articles which have been discontinued or have been subject to specification modifications.

INTELLECTUAL PROPERTY

The purchaser guarantees that they will respect intellectual property rights which FLUX possesses on its brands, patents, and models.

ASSIGNMENT OF JURISDICTION

Satolas-et-Bonce is the location in effect for deliveries and payments.

The commercial court of Lyon has sole jurisdiction over any contract disputes.

Jurisdiction is situated in Lyon.

Only French law is applicable in our customer relations.