

GENERAL SALES CONDITIONS VERSION: 12-12-2016

APPLICATION - APPLICABILITY

These general conditions of sale are systematically sent or given to each buyer to place an order.

Consequently, the placing of an order implies full and unconditional acceptance of the buyer to the general conditions of sale to the exclusion of all other documents such as brochures, catalogs issued by IPO Technologie and did that an indicative value. No special conditions may, unless formal written acceptance of IPO Technologie, prevail against the general conditions of sale. Any contrary condition opposed by the buyer, particularly in its purchase orders and correspondence, will, in the absence of express acceptance, be ineffective against IPO Technologie, whatever time it may have been brought to its attention.

IPO Technologie does not prevail at some point in any of these terms and conditions of sale shall be construed as waiving the right to subsequently enforce any of these terms.

Special conditions are at the discretion of IPO Technologie who reserves the right to change them.

ORDERING - MINIMUM ORDER

Orders are not final until they have been confirmed in writing.

IPO Technologie is bound by the orders taken by its agents, representatives or employees subject to a written and signed confirmation.

In the absence of confirmation within three weeks, the controls are deemed accepted.

Similarly, the buyer is deemed to accept the contents of the order confirmation if, within eight days of receipt thereof, and in any event prior to delivery, it did not disclose in writing its observations.

The minimum order is 150 Euros.

Below that amount, administration fee of 20 Euros will be charged.

The benefit of the order is personal to the purchaser and can not be transferred without the agreement of IPO Technologie.

CHANGE ORDER

Any modification or cancellation of an order requested by the buyer can not be considered unless it is received in writing one month prior to shipment of products.

After termination or modification of orders not accepted by IPO Technologie, the buyer must pay compensation in an amount equal to 80% of total shopping duty free.

DELIVERY

Delivery item

IPO Technologie reserves the right to make any changes at any time it considers relevant to its products without obligation to modify products previously delivered or on order, IPO Technologie reserves the right to change without prior notice models defined in its prospectus or catalogs.

Changes, especially deletions of items, in no case lead to forced deliveries, or requests for damages.

Terms

Delivery is made either by delivering the product directly to the buyer, or by simple notice of availability, or by delivery to a shipper or a carrier in IPO Technologie storage.

The buyer agrees to take delivery within thirty days after the notice of availability. This period expired and eight days after dispatch by IPO Technologie a notice by registered letter with acknowledgment unsuccessful, it will be counted

storage fee amounting to 3% of order amount excluding VAT per week of delay.

Time

Deliveries are carried out according to availability and in the order of arrival of orders. IPO Technologie is authorized to make partial or complete deliveries.

Delivery times are listed as accurately as possible, but depend, to the supply and delivery possibilities of IPO Technologie.

Overruns delivery time can lead to damages, deductions or cancellation of orders. However, thirty days after notice has been given, the product was not delivered for any reason other than force majeure, the sale may then be canceled at the request of one or the other party.

Are considered as force majeure releasing IPO Technologie its obligation to deliver: war, riots, fire, strikes, accidents, inability to IPO Technologie to be supplied.

IPO Technologie keep the buyer informed, timely, cases and events listed above.

In any event, delivery on time can only occur if the buyer has met its obligations to IPO Technologie, whatever the cause.

Transfer of risk

Except when the transportation is provided by IPO Technologie, the transfer of risk on products, even if a sale agreed franco, takes place from the shipping warehouse of IPO Technologie, notwithstanding the reservation of title.

With the exception noted above, the products travel at the risk of the buyer who, in the case of theft, delay, damage or missing to make all necessary findings and confirm their reservations by measure or by letter with return receipt to the carrier within three days of receipt of goods.

RECEPTION

Without prejudice to be taken vis-à-vis the carrier, claims on defects or non-compliance of the product delivered to the ordered product or the packing list, must be made in writing within 48 hours of products' arrival.

It is the buyer to provide any justification as to the reality of defects or anomalies. He must provide any facility for IPO Technologie to proceed to the observation of these defects and to remedy them. He will not intervene himself or let a third party for this purpose.

RETURNS

Terms

Any return request will be writing to the service of IPO Technologie to obtain an RMA number (Return Material Authorization). Any product returned without the written agreement would be made available to the buyer and would not lead to the establishment of an asset. Costs and risks of return are always the responsibility of the buyer.

The products must imperatively be returned in their original packaging with accessories and documentation supplied. Returned goods are accompanied by a return slip to attach to the package and must be in the state where IPO Technologie has delivered them.

Returns will be at:

**IPO Technologie 84 avenue des Bruyeres
69150 Décines-Charpieu - France.**

Consequences

Any return accepted by IPO Technologie will establish a credit in favor of the buyer, after qualitative and quantitative verification of returned products, this will be determined after deduction of administrative costs and restocking assessed at a flat rate of 20% total duty of the invoice being to have it.

WARRANTY

Product design by IPO Technologie are guaranteed 2 years parts and labor carry-in. For other products, the warranty is 1 year parts and labor carry-in works.

The **FUTURA range** is guaranteed 5 years parts and labor carry in (except SSD).

For extended warranties:

First year of extension 10% of HT tariff system
Second year of expansion 12% of the net rate of the system.

Third year extension 15% of the net rate of the system.

Are excluded from warranty extensions, the standard mechanical wear parts (fan, HDD, ...) and the tubes backlight of LCD (backlight).

Interventions under the warranty shall not have the effect of extending the length thereof.

In no case the responsibility for IPO Technologie can not be held beyond that of its suppliers.

Under this warranty, the only obligation will be for IPO Technologie the free replacement or to repair the product or component found defective by its services, excluding any other damages, including indirect (lost productivity, loss operating).

Replaced parts are free discounts available to IPO Technologie and again become his property.

To obtain warranty service, all products must be previously submitted to after sales service of IPO Technologie whose agreement is necessary for any replacement. Any costs of shipping are the responsibility of the buyer.

The guarantee does not apply to defects.

The guarantee is assumed for damage resulting from force majeure, the normal wear, misuses, and for all damages caused by accidents, negligence, faulty maintenance, incorrect installation, repairs or alterations made by the customer or by a third part resulting from storage conditions incompatible with the nature of products, or if the conditions of implementation contained in the manufacturer's instructions, have not been met or have not been made in the rules of the arts.

Parts repaired and / or changed by IPO Technologie are guaranteed for 6 months.

PRICE

Prices are net, ex, ex VAT.

Quotations are valid for 1 month. They are indexed (unless otherwise indicated) on the dollar on the date of writing the proposal and subject to revision for any variation of + / - 3% on the day of receipt of the customer order (based on 80% value HT).

All taxes, duties, fees or other benefits payable under French regulations or those of an importing country or countries of transit shall be borne by the purchaser.

PORT

All IPO Technologie quotations are based on ex-works.

BILLING

An invoice is issued for each delivery and issued at the time thereof.

PAYMENT

Terms

Unless otherwise agreed, payments shall be made within thirty days of month end date of delivery by promissory note, draft, check or transfer the agreement of financial services of IPO Technologie.

In case of refusal, a regulation will be required when ordering.

No discount will be granted for early payment.

In case of delayed payment or deferred payment is the meaning of this section, not the mere delivery of a negotiable instrument or check involving an obligation to pay, but their settlement on the agreed date.

Delay or failure

In case of late payment, IPO Technologie may suspend all pending orders, without prejudice to any other course of action. Similarly, technical assistance and the guarantee will be suspended until full payment.

Any amount paid after the due date stated on the invoice will result in the application of penalties in an amount equal to the bank base rate currently set by the European Central Bank increased by 10 percentage points may not be less than three times the legal interest rate.

These penalties will be payable on demand by IPO Technologie.

The amount of such late payment interest will be charged automatically on all rebates, discounts or rebates due from IPO Technologie.

In case of default of payment within forty-eight hours after a notice has been given, the sale will be canceled automatically if it is deemed to IPO Technologie who may request, in chambers, the return of products, without prejudice to any other damages -interests. Resolution affect not only the order in question but also all previously unpaid orders, whether delivered or being delivered and whether payment is due or not.

In case of payment by negotiable instrument, the failure to return the effect will be considered a refusal to accept similar to a default. Similarly, when the payment is to, failure to pay a single installment will be requested immediately the entire debt, without notice.

In all cases above, the amounts due for other deliveries, or any other cause, become immediately payable if IPO Technologie do not opt for the resolution of the corresponding controls.

The buyer must reimburse all costs incurred by the recovery of the sums due, including fees of officers and / or lawyers.

In any case, payments may be suspended or be subject to any compensation whatsoever without the prior written consent of IPO Technologie. Any partial payment shall first be deducted from the unsecured part of the claim, then the sums found to be due is the oldest.

Guarantee requirement or regulation

Any deterioration of the buyer's credit may justify the requirement of collateral or cash settlement or draft payable at sight, before the execution of orders received. This is particularly the case if a change in the debtor's ability in his profession, in the leaders' person or in the form of the Company or a sale, lease, pledge or contribution

implementation of its business has an adverse effect on the buyer's credit.

In case of refusal of the buyer, IPO Technologie reserves the right to terminate the contract.

RETENTION OF TITLE Act of May 12, 1980

The transfer of ownership of the merchandise sold is subject to full payment on the agreed date.

Checks, bills of exchange and sale of receivables, are not considered payments until they are actual collection from IPO Technologie. Until then, the retention of property remains in full force.

Failure to pay a single installment payment of the whole outweighs the price. The deferments granted eventually to the buyer, will be accompanied by the same pool of property that the buyer submits to advance.

The buyer can sell to its customers subject to the purchased property as part of the normal operation of its business. The buyer undertakes, in this case, to inform his client of the reservation of ownership due on the goods it proposes to acquire, and reserves the right to claim IPO Technologie, in his hands, either the goods in question, the price under Article L 122 of Law No. 85-98 of January 25, 1985.

The buyer must keep the goods sold under retention of title so that it can not be confused with similar goods from other suppliers (keeping the original packaging).

The buyer agrees to insure the goods for the benefit of whom it against all the hazards they may encounter or cause upon delivery. Buyer's proper maintenance of equipment sold under retention of title and shall bear the cost of rehabilitation if he shall return it unpaid.

In case of non-payment of the price, the contract will be canceled by operation of law at the request of IPO Technologie by registered letter addressed to the purchaser.

The return of unpaid goods will be due from the defaulting purchaser at his own expense and risk, on demand IPO Technologie by registered letter.

In the case where IPO Technologie should claim the goods, it will be provided to return the payments received on the price as they can be compensated with the damages owed by the purchaser (or by application of a penalty clause, or for costs of restitution or restoration) or value of goods processed improperly by the buyer.

The buyer will counter the claims that third party creditors may have on the goods sold under this contract, and advise IPO Technologie as soon as possible. IPO Technologie reserves the right to audit at any time by the media of his choice, the buyer has complied with the obligations provided herein before.

If any of these provisions is deemed invalid or not enforceable against third parties, it is agreed that this will not affect the remainder of the retention of property that will apply.

EUROPEAN DIRECTIVE 2002-96-EC

In accordance with Directive 2002/96/EC, and French Decree 2014-928, IPO Technologie as a producer of professional EEE has set up an Individual system for the collection, treatment and recovery of WEEE that put on the market after 13/08/2005.

To know the WEEE collection arrangements of IPO Technologie is responsible, the IPO Technologie

After-sales service should be contacted :

- By mail: sav@ipo-sa.com

- Or by phone: + (33) 4.72.68.80.98

IPO Technologie disclaims any failure of the buyer.

JURISDICTION - APPLICABLE LAW

By express agreement, courts have exclusive

jurisdiction of Lyon for any challenge, even when multiple defendants or introduction of third parties; Various shipping methods or payment not bring any novation or derogation from this clause conferring jurisdiction.

Only the French law will apply to the exclusion of any other legislation or agreement, including the Vienna Convention of 11.04.80 on the International Sale of Goods.