
October 17, 2018



TERMS AND CONDITIONS OF SALES

1 GENERAL TERMS AND CONDITIONS

- 1.1 Our terms and conditions of sale and delivery apply to all offers, sales, deliveries, repairs and other services.
- 1.2 The respectively effective version of our terms and conditions of sale and delivery forms the basis of all contracts to be concluded in the future.
- 1.3 Deviations from these terms and conditions of sale and delivery are only effective, if these are stipulated in writing.
- 1.4 Contrary contract conditions of the customer - provided that these are not expressly stipulated in writing - are invalid.

2 OFFERS, CONCLUSION OF THE CONTRACT

- 2.1 Our offers are always subject to change without notice and without obligation. Contracts require our written confirmation in order to become effective.

3 PRICES AND PAYMENT

- 3.1 Delivery is effected ex works Verrieres Le Buisson, 91370, France, unless otherwise agreed.
- 3.2 The purchase price and the consideration for ancillary services is payable strictly net on transfer of the delivery item.
- 3.3 Offsetting and retention due to counterclaims of the customer is excluded, unless we have beyond dispute determined final and conclusive the respective counterclaim on which the right to refuse performance or offsetting is based.

4 DELIVERY PERIOD

- 4.1 Delivery dates and periods must be stipulated in writing.
- 4.2 The delivery period commences on dispatch of the order confirmation, however neither before submission of the documents, permits and releases to be furnished by the customer, nor before receipt of an agreed down payment.
- 4.3 Partial deliveries are permissible within the specified delivery periods.

5 ACCEPTANCE AND TRANSFER OF RISK

- 5.1 The customer is obliged to accept the delivery item. The customer is entitled to examine the delivery item within 15 days at the place of transfer. The customer is obliged to accept the delivery item within the same term, unless acceptance is temporarily rendered impossible owing to circumstances for which he/she bears no responsibility.
- 5.2 If the customer remains behind schedule with acceptance of the delivery item for longer than 14 days as a result of intent or gross negligence, we are entitled to withdraw from the contract or demand damages for non-performance after appointment of a final deadline of further 14 days. Appointment of a final deadline is not required, if the customer seriously or ultimately refuses acceptance or is obviously unable to pay the purchase price within this period of time.
- 5.3 The risk is transferred to the customer on dispatch ex works Verrieres Le Buisson, 91370, France. If carriage paid delivery has been agreed, the risk is transferred at the place of delivery. If the customer declares

non-acceptance of the delivery item, the risk of accidental loss or deterioration of the delivery item is transferred to the customer at the time of refusal.

6 RESERVATION OF TITLE

- 6.1 We reserve title to delivery items until payment of all receivables resulting from the contract or otherwise from the business connection.
- 6.2 In the event of behaviour contrary to contract on the part of the customer, particularly in case of default in payment, the customer is obliged to return the object of purchase or delivery item after a one-off reminder and expiry of an appropriate time limit.
- 6.3 Assertion of reservation of title as well as seizure of the delivery items on our part does not constitute a withdrawal from the contract, unless we expressly stipulate this in writing.
- 6.4 The customer may neither pledge nor transfer by way of security the delivery items until full payment. The customer must notify us immediately in the event of seizure, sequestration or any other third-party disposal and must provide us with all information and documents necessary to safeguard our rights. Enforcement officers and/or third parties must be advised of our proprietorship.

7 WARRANTY

- 7.1 PhaseView's products are warranted to be free from defects in materials and workmanship for a period of 12 months ("Warranty Period") from the date of initial shipment. PhaseView's liability under this warranty is limited to replacing any defective parts at its expense. PhaseView shall warrant the replacement products for the remainder of the original warranty period.
- 7.2 This warranty will not apply to those products: (i) repaired or altered other than in accordance with PhaseView's product specifications or written approval by PhaseView's duly authorized officer, or (ii) abused, misused, improperly handled in use or storage, or used in an unauthorized or improper manner or without following written procedures supplied by PhaseView's, or (iii) original identification markings or labels have been removed, defaced or altered, or (iv) any other claims not arising directly from material defects in material or workmanship.
- 7.3 Special contracts or contracts for nonstandard products may have modified terms of warranty and, in such cases, the terms as stated in the individual contract must be signed by the duly authorized officer of PhaseView and will supersede the standard terms.
- 7.4 PhaseView will make final determination as to cause or existence of defect and, at its option repair or replace the products, which prove to be defective during the warranty period. Products replaced under warranty will be warranted only for the balance of the warranty period from the original supplied equipment.
- 7.5 This warranty extends only to the original purchaser of the equipment from PhaseView. The purchaser must notify PhaseView within 15 days of first noticing any defect and promptly return the defective product upon receipt of RMA number(s) before expiration of the warranty period.
- 7.6 Products believed by purchaser to be defective shall be returned to PhaseView, with transportation and insurance prepaid by purchaser. Repaired or replaced products will be returned to purchaser by PhaseView, FOB city destination within the European Union, Transportation beyond these limits will be charged to purchaser.
- 7.7 The warranty set out in above paragraph is the exclusive warranty made by PhaseView and is in lieu of all other warranties (except for specific product performance warranties), whether written, oral, or implied, including any warranty of merchantability or fitness for a particular purpose, and shall be CUSTOMER'S sole remedy and PhaseView's sole liability on contract or warranty of otherwise for the products. This warranty shall not be modified or amended without the written approval of an officer of PhaseView.

IN NO EVENT SHALL PHASEVIEW BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE FAILURE TO PERFORM UNDER THIS AGREEMENT OR THE FURNISHING, PERFORMANCE OR USE OF ANY GOODS OR SERVICES SOLD PURSUANT HERETO, WHETHER DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHERWISE.

8 REPAIR AND INSTALLATION SERVICES

8.1 The following applies to repair and installation services rendered on our part upon expiry of the warranty period:

8.2 The customer must make all preparations required for execution of the repair or installation and must do the utmost to support us during execution.

8.3 If a fixed price has not been agreed, repairs and installations are charged to the customer according to the time expenditure, material costs and travel expenditure calculated on the basis of our hourly rates and price lists effective at the time of service provision.

9 SOFTWARE LICENCES

9.1 The customer receives a non-exclusive right of use to our software and the corresponding documents on a computer system or data medium within the scope of his/her business operations. All other rights to the software and documents inclusive of copies and subsequent amendments remain with us. Granting of sub-licenses on customer's part is not permissible.

9.2 The customer must ensure that the software and documents are not accessible to third parties without our prior written consent.

10 PLACE OF FULFILMENT, LEGAL VENUE, CHOICE OF LAW

10.1 Place of fulfillment is Verrieres Le Buisson, 91370, France.

10.2 Legal proceedings for all disputes arising from the contractual relationship must be instituted at the court responsible for our headquarters. We are also entitled to take legal action at the customer's domicile.

10.3 French law exclusively applies to the exclusion of laws concerning international purchase of moveable items as well as to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods, even if the customer is domiciled abroad.

11 LIABILITY

11.1 In the event of gross negligence on the part of a non-executive employee, the liability of PhaseView for property damage and pecuniary damage is limited to restitution for foreseeable loss, as per standard contract provisions.

11.2 In the event of slight negligence, PhaseView is only liable for property and pecuniary damage in case of violation of essential contractual obligations. Essential contractual obligations are obligations that must be fulfilled in order to render possible proper implementation of the contract and in which the customer trusts and may trust. Here the liability is also limited to restitution for foreseeable loss, as per standard contract provisions.

11.3 Liability for damages that goes beyond the provisions of the preceding sub-sections is excluded - irrespective of the legal nature of the asserted claim. This particularly applies to unlawful acts in accordance with French Law. Any unlimited liability according to the provisions of the French Law remains unaffected.