

General Terms and Conditions from the Online Shop

These General Terms and Conditions govern the contractual relationship between customers (private and corporate customers) of maxon France's Online Shop for its MDP range of products (hereinafter referred to as the "customer") and

maxon France
201, rue du Chat Botté
01700 BEYNOST
France

Tel : + 33 (0)472 018 300
Fax : + 33 (0)472 018 309
Email : contact.fr@maxongroup.com

Commercial Register no. 803 894 872 RCS BOURG EN BRESSE
VAT no FR12803894872

Management: Alain PONTILLE

(hereinafter referred to as "maxon France").

1. Subject of the General Terms and Conditions

These General Terms and Conditions govern all Online Shop purchase contracts concluded between the customer and maxon France. The version of the General Terms and Conditions that is valid on the date the contract is concluded shall apply.

These General Terms and Conditions are enforceable against any customer who acknowledges, by ticking a box provided for this purpose when placing an order, that he is aware of them and that he has accepted them in full.

The customer is advised to read through these General Terms and Conditions before submitting an order and to print a copy thereof or to download and save a copy in the form of a PDF document.

Any conflicting or deviating terms and conditions of the customer will not form part of the contract, unless this has been approved explicitly and in writing by maxon France.

2. User account

Insofar as the customer wishes to conclude purchase contracts with maxon France via the Online Shop, he must register and set up a user account.

The customer must provide truthful information about his personal particulars and also keep the access data secret and refrain from disclosing them to third parties. Insofar as the customer sets up a user account for business customers, he confirms that he is entitled to open a user account in the name of the business customer. maxon France reserves the right to refuse the creation of a user account, to delete a user account at any time or to block access to said account if it has legitimate grounds for believing that the information provided is inaccurate, that the user account is being used in an abusive or misappropriated manner or in violation of the rights of a third party or in any other manner that does not comply with applicable legislation or these General Terms and Conditions.

The customer undertakes to contact and inform maxon France immediately if he finds or suspects that his user account is or has been used by an unauthorized third party. The customer is solely responsible for all orders, contracts or other actions carried out via his user account, except insofar as he can demonstrate that he has validly and immediately informed maxon France of any misuse of his user account and has not breached any duty of care in connection with the use of his user account. maxon France stores the order data and additionally sends the user a summary of the order by email as part of the confirmation of receipt of the order. The customer can also view the order data in his user account.

3. Contracting parties and sales territory

maxon France concludes purchase contracts via its Online Shop with private customers (in their capacity as "consumers") who have the capacity to act and are at least 18 years old, as well as with corporate customers. By submitting an order, the private customer confirms that he/she has reached the age of majority and is entitled to conclude a contract with maxon France. The customer who places an order in the name of a business customer likewise declares that he/she has authority to place orders in the name of the business customer.

maxon France's Online Shop for its MDP range of products is reserved for customers domiciled or resident in France for delivery in metropolitan France.

If maxon France concludes a contract with a customer who does not have the capacity to act and conclude contracts, or who is domiciled or resident outside the sales territory of maxon France, owing to a mistake or because the customer provided inaccurate information, maxon France reserves the right to withdraw from the contract.

4. Order volume

The order volume for certain Online Shop products is limited to a maximum of 49 units per product, per order.

If the customer wishes to order 50 or more units of an individual product, he is requested to contact maxon France. Alternatively, the customer can still place the order via the Online Shop, but only those orders with a volume not exceeding 49 units will be processed in accordance with these General Terms and Conditions. Orders with a volume exceeding 49 units will be processed by (...) as a request for a quotation. maxon France will then contact the customer regarding the request for a quotation.

5. Conclusion of contract

The customer selects the required products from this range and adds these to the shopping cart. The customer can change the contents

of the shopping cart or empty the shopping cart partly or entirely before the order is submitted.

Prior to the confirmation of his order, the customer will have the opportunity to check the content and the total price of the order in order to correct any errors. The customer orders the products in the shopping cart by clicking on the "Order with obligation to pay" button, thereby submitting a binding offer for the conclusion of a contract to maxon France. At the same time, the customer accepts these General Terms and Conditions.

maxon France confirms receipt of the order with an automatic e-mail. However, this confirmation of receipt does not serve as maxon France's acceptance of the offer.

The contract is not concluded until an order confirmation or a dispatch confirmation is sent or the product is delivered.

6. Right of withdrawal

If the customer is a consumer and has his place of residence in a Member State of the EU, he may withdraw his order under the following conditions:

Right of withdrawal

The customer has the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period starts from the day of receipt of the goods by the customer or by a third party, other than the carrier, indicated by the customer. The customer may exercise his right of withdrawal from the conclusion of the contract. In the case of an order relating to several products delivered separately or in the case of an order for a product composed of multiple lots or parts whose delivery is staggered over a defined period, the period runs from receipt of the last product or lot or the last part.

To exercise the right of withdrawal, the customer must inform maxon France of his decision to withdraw from this contract by an unequivocal statement (e.g. a letter, fax or e-mail) sent to:

maxon France
201, rue du Chat Botté
01700 BEYNOST
France

Tel : + 33 (0)472 018 300
Fax : + 33 (0)472 018 309
Email : contact.fr@maxongroup.com

The customer may also use the attached model withdrawal form.

To meet the withdrawal deadline, it is sufficient for the customer to send his communication concerning the exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If the customer withdraws from this contract, maxon France shall reimburse to the customer all payments received from him, including the costs of delivery (with the exception of the supplementary costs resulting from the customer's choice of a type of delivery other than the least expensive type of standard delivery offered by maxon France), without undue delay and in any event not later than 14 days from the day on which maxon France is informed about the customer's decision to withdraw from this contract. maxon France will carry out such reimbursement using the same means of payment as the customer used for the initial transaction, unless the customer has expressly agreed otherwise. In any event, the customer will not incur any fees as a result of such reimbursement. maxon France may withhold reimbursement until it has received the goods back or the customer has supplied evidence of having sent back the goods, whichever is the earliest.

The customer shall send back the goods or hand them over without undue delay and in any event not later than 14 days from the day on which he communicates his withdrawal from this contract to:

maxon France
715, rue du Chat Botté
01700 BEYNOST
France

The deadline is met if the customer sends back the goods before the period of 14 days has expired. The customer will have to bear the direct cost of returning the goods.

The customer is only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

7. Exceptions from the right of withdrawal

The customer is informed that the right of withdrawal described in Article 6 above does not apply in the following cases:

- The supply of products that the customer configures using the configurator and/or with the help of Customer Service, and which are manufactured by maxon France according to the customer's individual specifications. On the one hand, these products are intended for a single use specific to the customer and, on the other hand, their original components can no longer be disassembled.
- The supply of sealed audio or sealed video recordings or sealed computer software, which were unsealed by the customer after delivery.

8. Delivery deadlines and delivery

The customer's order is processed by Customer Service within 24 hours after its registration on the Online Shop.

For orders of a maximum of 5 pieces of the same reference, maxon France guarantees the customer a delivery within 48 hours after validation of his order (except in exceptional cases of stock shortage). For any higher quantity, the customer is informed of the delivery lead times within 48 hours after validation of his order.

These delivery times are on working days and outside of maxon France's annual closure periods.

In case of an order for products with different delivery lead times, the latest delivery date will apply to the entire order (no partial delivery). If the delivery is delayed by more than 30 days after conclusion of the contract, the customer is entitled to withdraw from the contract by sending a letter, fax or e-mail to maxon France's Customer Service (see Sec. 12 below).

In the event of non-availability of the ordered goods, (...) reserves the right to withdraw from the contract after the order has been confirmed. In that case, the customer shall be notified immediately of the non-availability of the ordered goods and any payments made by the customer before this time shall be refunded immediately.

If the customer fails to accept the delivery or violates any other obligations to cooperate, maxon France is entitled to invoice the customer for the resulting loss and any additional costs caused by the default of acceptance.

The customer must check the delivered products at the time of delivery for damage caused during transport and manifest defects which must be documented. In addition, the customer must make sure, upon receipt of the delivery, that the latter is complete and contains the ordered products. Any variations, transport damage and manifest defects must be notified to maxon France without delay, but no later than within 7 days of delivery, in writing (by e-mail, fax or letter) to Customer Service (see Sec. 12 below).

A breach of the above obligation to notify does not influence any mandatory statutory warranty claims of the consumer.

9. Prices and dispatch costs

The price is determined by the date of the order.

The prices provided by the Online Shop (product overview and details) are exclusive of VAT and of delivery and dispatch costs. The customer receives an order overview before finalizing the order which states the final price of the order including possible delivery and dispatch costs and inclusive of value added tax.

10. Payment

Orders placed on the Online Shop must in principle be paid cash upon validation of the order by credit card. French credit cards with the CB logo are accepted, as well as VISA, EUROCARD or MASTERCARD. Payment by credit card is made via the secure Webaffaires system of the Banque Rhône-Alpes which uses an SSL (Secure Socket Layer) protocol encrypting payment information during its transit over the Internet.

If the customer also wishes to benefit from a payment period of 30 days net from the invoice date for purchases on the Online Shop of maxon France, he must make the request when placing an order. His request will be reviewed by the Customer Credit Service of maxon France within one business day (except during periods of annual closures). The Customer Credit Service reserves the right to ask the customer for a K-bis of less than three months and a bank statement to support its study (the response time then running from receipt of these documents). In case of acceptance, the customer will have the option to choose at the time of order between cash payment or 30 days net from the invoice date. The Customer Credit Service of maxon France shall be entitled to withdraw this option of payment at any time in case of deterioration of the customer's financial situation.

In case of payment by installments, the customer must pay by bank transfer. The bank details of the account of maxon France are specified on the invoice. No discount is granted for early payment. Partial or total non-payment of an invoice on the due date shall automatically give rise to default interest of 8 (eight) percentage points above the current discount rate of the Swiss National Bank from the due date until actual payment, as well as a flat-rate compensation for collection costs of forty euros. Non-payment of an invoice on the due date also entitles maxon France to suspend the delivery of all the customer's current orders and makes all its claims against the customer immediately due and payable, without any prior formality.

11. Reservation of ownership

The delivered goods remain the property of (...) until the customer pays all outstanding invoices.

12. Customer Service

maxon France can be contacted at the following address if you have any questions regarding our products and our Online Shop:

maxon France Customer Service
201, rue du Chat Botté
01700 BEYNOST
France

Tel : + 33 (0)472 018 300
Fax : + 33 (0)472 018 309
Email : contact.fr@maxongroup.com

13. Warranties

Legal warranty of conformity and legal warranty for hidden defects

maxon France warrants the conformity of the goods to the contract, allowing the customer to make a claim under the legal warranty of conformity provided for in Articles L. 217-4 et seq. of the French Consumer Code or the warranty for defects of the item sold within the meaning of Articles 1641 et seq. of the French Civil Code.

In case of implementation of the legal warranty of conformity, it is reminded that:

- the customer has a period of 2 years from the delivery of the good to act;
- the customer may choose between repairing or replacing the goods, subject to the cost conditions provided for in Article

L. 217-17 of the French Consumer Code;

- **the customer is exempt from providing proof of the existence of the lack of conformity of the goods during the 24 months following delivery of the goods.**

In addition, it is reminded that:

- **the legal warranty of conformity applies independently of the commercial warranty indicated below;**
- **the customer may decide to implement the warranty for hidden defects of the item sold within the meaning of Article 1641 of the Civil Code. In this case, he may choose between cancellation of the sale or a price reduction in accordance with Article 1644 of the Civil Code.**

Commercial warranty

maxon France provides the statutory warranty of quality and title for all newly manufactured goods for a period of two years from the date of delivery. This does not apply to the following cases of improper use or for defects deriving from non-compliance with the standard specifications stated by (...) and/or the manufacturer.

The customer has the following alternative rights under the warranty.

- a) Removal of defects or delivery of a replacement,
- b) Reduction of the purchase price,
- c) Cancellation of the contract.

maxon France can choose whether it wants to remove the defects or deliver a replacement. A reduction in the purchase price and the cancellation of the contract can only be claimed after maxon France has been unsuccessfully requested to remove the defects and has also been sent a reminder in this regard. The payment of damages instead of the delivery of a replacement is excluded. Warranty claims must be asserted against maxon France by way of written declaration.

maxon France does not provide any warranties for defects deriving from improper use (in particular: the use of force; wrong cabling; use counter to the specifications; electrical or mechanical overloading; etc.) or from natural wear and tear, unless the customer can prove that the defects resulted from misleading user instructions. maxon France's liability is excluded if any repairs or other manipulations are done by someone other than maxon France or its authorized representatives.

14. Liability

maxon France is liable vis-à-vis private customers within the limits of the law.

There is no liability for minor negligence. The amount for which maxon France is liable is limited to the typically foreseeable damage at the time the contract was concluded. If material contractual duties are violated, (...) will be liable for the culpable conduct of its legal representatives, employees and third parties whose negligence must be attributed to (...). There is no liability for any damage to items other than the purchased product. maxon France is only liable for indirect damage, in particular loss of profits, caused intentionally or through gross negligence by maxon France, its legal representatives, employees and third parties whose negligence must be attributed to maxon France.

These liability exclusions and restrictions do not apply where maxon France has provided an explicit warranty of a quality, fraudulently concealed a defect, or accepted a guarantee. They also do not apply to loss or damage arising out of injury to life, body or health and where imperative provisions of the law apply, in particular product liability.

15. Data protection

The data obtained by maxon France from the customer using the Online Shop is processed in compliance with the data protection declaration. maxon France undertakes to comply with all applicable legal standards when gathering, processing and using personal data. The data protection declaration, which forms an integral part of these General Terms and Conditions, contains detailed data protection information.

16. Intellectual Property

The use of the pdf and dxf files and other information made available in the Online Shop is allowed as a matter of principle for the purpose of development and planning with regard to integration of maxon France 's products. Copyright notices, logos etc. must be retained under all circumstances. Any use beyond that is forbidden and requires the prior written consent of maxon France. Any further intellectual property rights of third parties shall remain reserved.

If any intellectual property rights should arise for the user from the use of websites, the user shall directly, irrevocably and free of charge cede to maxon France all the aforementioned rights to the extent that is legally permissible. If cessation is not legally permissible, the user shall directly and irrevocably grant maxon France a free and exclusive usage right and shall once and for all fully relinquish use of these intellectual property rights.

With reference to the software products made available with the purchased objects, the end user license provisions of those software products shall likewise apply. By installing or using the software products, the customer specifically acknowledges their validity.

17. Special provisions for corporate customers

The warranty period for corporate customers is 12 months.

maxon France is only liable to corporate customers for the violation of material contractual duties (cardinal obligations). Liability for minor negligence and the violation of immaterial contractual duties is excluded.

The reduction of the warranty period and the warranty and liability exclusions do not apply where maxon France has accepted a guarantee, provided a warranty of a quality or fraudulently concealed a defect, or to loss or damage arising out of injury to life, body or health and where imperative provisions of the law apply.

18. Applicable law

These General Terms and Conditions and contracts concluded on the basis of these General Terms and Conditions of shall be governed by French law, without any reference to the conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

The customer may have recourse to conventional mediation, in particular with the Commission de la médiation de la consommation (Consumer Mediation Commission) or with existing sectoral mediation bodies, or to any alternative dispute resolution method (e.g.

conciliation) in the event of a dispute.

19. Final provisions

If individual provisions of these General Terms and Conditions should be legally invalid or lose their legal validity at a later date, or if there are any gaps in these provisions, the validity of the other provisions and the General Terms and Conditions themselves will not be affected. In such a case the invalid or missing provision(s) must be replaced or supplemented by a provision that comes as close as possible to the original economic and legal purpose of these General Terms and Conditions.

maxon France reserves the right to amend these General Terms and Conditions at any time. The amended General Terms and Conditions will be made available in the Online Shop. The contract is governed by the version of the General Terms and Conditions of maxon France that applies on the date that the contract is concluded.

Model cancellation form

(If you want to cancel the contract, please fill out the form below and send it back to us)
To maxon France 201, rue du Chat Botté 01700 BEYNOST, contact.fr@maxongroup.com

I / We[*] hereby give notice that I /We[*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service[*]

- Ordered on [*] / received on [*]
- Name of consumer(s)
- Address of consumer(s)
- Signature of consumer(s) (only if this for is notified on paper)
- Date

[*] Delete as appropriate