

## General Conditions of Business of M2Msoft

The English wording is just for information. The French wording shall prevail.

### 1. Scope of Application

All deliveries, services and offers of M2Msoft are exclusively made/rendered on the basis of these General Conditions of Business. Any diverging terms and conditions of the buyer that are not expressly recognized in writing shall be non-binding even if they are not expressly contradicted.

### 2. Offer and Conclusion of Contract

The customer will receive an acknowledgement first. The contract is concluded with the dispatch of goods or a separate acceptance of the customer's order by M2Msoft.

Every order accepted by M2Msoft might be modified or cancelled by the client if M2Msoft enables it. In this case M2Msoft will be able to apply a compensation of 30% on the cancelation amount or on the amount of decrease.

### 3. Prices and Payment

Unless otherwise indicated, all prices are understood excluding VAT at the respective legal rate and any other applicable sales tax or duty tax. Shipment is invoiced separately. Unless otherwise agreed, invoices shall be paid in advance. The payment will include the sending of goods and/or services. In case of a later payment agreed invoices shall be due and payable without deduction within 10 days from the date of invoice. In case of a default in payment, interest shall be charged at the legal rate. Further claims remain reserved. The Buyer shall only be entitled to a set-off if its counter-claims have become indefeasible, are undisputed or have been recognized by M2Msoft.

### 4. Retention of Title

M2Msoft reserves its title to preserve goods until the receipt of all payments under the contract.

### 5. Warranty

Warranty will be given in accordance with the statutory provisions. As regards warranty to business customers, however, claims on account of defects will become statute-barred 12 months after the risk has been transferred. A simple warranty of 3 months against bugs is provided but the signature of an extend agreement can be signed for a 12 months support and maintenance of M2Msoft. This applies for software and hardware

products. A 12 months initial warranty for hardware products is provided, extendable through annual contracts of maintenance.

### 6. General Limitation of Liability

Any claims against M2Msoft for damages for a breach of collateral contractual duties and for torts are excluded, except in cases of intent or gross negligence or breach of a material contractual duty or in case of damages to health or body of a human being. The same shall apply to claims for damages as far as compensation for indirect damage or consequential damage caused by a defect is claimed. The Product Liability Act shall be unaffected. M2Msoft products are using the IP networks.

Consequently it is the responsibility of the client to ensure the safety of his systems.

The client knows and accepts that the quality of communications is directly linked to the quality and the nature of the networks.

### 7. Intellectual property

Software developed and provided by M2Msoft stay the property of the manufacturers. Only a using license is granted. For every order that contains software products, a license is provided for the unique purpose declared. In any case this license can be transferable of any property right. The client forbids himself to copy the software.

### 8. Return of defective products

Every re-expedited product for any reason shall be send with a copy of the purchasing order. Only the products sold by M2Msoft and recognized as defective until 10 days after the delivery, can be exchanged. In every other cases, the product will be fixed. For every returned product, M2Msoft will provide a RMA number. When the client will send the product back, the RMA number will have to be added in the original package. Transport fees for the sending of defective products are in charge of the client while M2Msoft will pay for the delivery of fixed products. For warranted products the procedure is similar while for non warranted products, a quotation will be written on demand.

### 9. Loan of materials

M2Msoft may decide to rent some materials. In this case it is under the charge of the custodian. The loan conditions are stipulated case by case on loan agreements. If the client decides to keep the material, he will have to aware M2Msoft, 5 days before the end of the loan duration.

## **10. Place of Performance, Place of Jurisdiction, Governing Law**

Place of performance for all obligations and place of jurisdiction for all disputes resulting from the contractual relationship shall be Toulouse, France, as far as the contracting party is a registered merchant or a legal person under public law. The contractual relationship shall be governed by French law.

## **11. Severability**

If any term or condition in these General Conditions is null and void or will become null and void, then the effectiveness of all other terms and conditions shall not be impaired thereby. All terms and conditions of these General Conditions are separable.

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“Signed and accepted for the General Conditions of Business of M2Msoft”