

MARLONE – GENERAL TERMS AND CONDITIONS OF SALE

These terms and conditions shall be applicable from 01.01.2025

1. SCOPE

These general terms & conditions of sale (GT&Cs) shall apply to all products and services relating to deliveries effected by the company MARLONE, hereinafter referred to as the vendor, to its client, hereinafter referred to as the purchaser. All orders placed by the purchaser shall imply unreserved acceptance of these GT&Cs, as well as possible special conditions negotiated between the parties. No derogation from these GT&Cs shall be accepted without the vendor's written confirmation. Possible special conditions negotiated between the parties shall not be renewable and must be confirmed in writing for each order. Agreement by the vendor to derogate from one of these GT&Cs may not be interpreted as a waiver of the right to subsequently invoke said GT&Cs.

All orders placed by the purchaser shall entail the waiver by the purchaser of its own general terms & conditions of purchase or any other document, which shall thus have no effect as regards the vendor without the need for a prior written agreement.

All direct orders placed by the purchaser by submitting a purchase order shall entail acceptance of these GT&Cs, even if no quote has previously been issued by the vendor.

2. PRODUCTS

The term "product" used in these GT&Cs shall relate to all products and services supplied by the vendor, under its own brand name or any other brand name, the product's code, composition or category.

2.1 Intellectual property and confidentiality

Intellectual and industrial property rights relating to all products, projects, studies, drawings, models and all documents issued by the vendor shall remain the entire property of the vendor. These documents are confidential and the purchaser shall refrain from all reproduction or disclosure, even partial, without the vendor's written agreement. A failure to fulfil these commitments by the purchaser may render the purchaser liable to prosecution before the competent courts.

2.2 Product characteristics

The description of products, their characteristics, dimensions, components (LED module and transformer or other accessories/fittings), forms and structures, appearing in the catalogue, on the website or in any document issued by the vendor are provided for information only and have no contractual value for the vendor, which reserves the right to make any changes it may deem necessary, at any time.

3. ORDERS

3.1 Use of products

The vendor shall not be bound by any duty to advise apart from the presentation of its products should this be requested by the purchaser. Should such a request be made, the purchaser undertakes to provide the vendor with the necessary verified and reliable information. The vendor shall not be obliged to check this information, of which it may not be the guarantor. In its capacity as a professional, the purchaser shall be solely responsible for products ordered, their characteristics and their use.

3.2 Quotes and validity

The vendor's quotes and proposals shall be valid for a period of 4 weeks from the date on which they are issued.

3.3 Availability of products

The availability of products must be queried prior to any order by the purchaser. The vendor shall be informed of availability and, where applicable of waiting times, based on the specific aspects of the order, as soon as possible.

3.4 Order format

Orders must be submitted in writing for the attention of the vendor. They must include the accurate and complete product codes, as they appear in our catalogues, on our website or in other materials, as well as the desired quantities. All orders shall only become final once accepted in writing by the vendor. The vendor reserves the right to refuse any orders for any reason whatsoever and, more specifically, for a failure to adhere to the format set out in these GT&Cs. All purchase order acknowledgements must include the quote number and shall constitute acceptance of these GT&Cs, which are covered by our quote, even if the latter is not returned to us with the purchase order.

3.5 Amending an order

All order amendments must be submitted in writing, within a reasonable period (24 hours) and be approved in writing by the vendor in order to be effective. They may form the subject of an additional invoice in order to cover the cost of processing and/or price changes based on the new products ordered. All order amendments shall result in an additional processing period, which will depend on the new specific aspects of the order.

Orders for made-to-order products cannot be cancelled if performance has commenced or if the material is specially sourced for these products.

4. PRICES

The prices appearing in our catalogues, on our website or in any other advertising materials are provided for information only, unless stipulated otherwise, and exclude VAT as well as processing and shipping costs. The applicable VAT rate shall be that in force on the invoice date.

5. PACKAGING

Our products are packed using standard packaging. All specific requests relating to packaging must be formalised in writing and obtain the vendor's agreement when the order is placed. Packing in specific packaging may result in an additional charge defined between the parties when the order is placed. Packaging, as well as all items used for packaging and transporting products, are non-returnable and shall belong to the purchaser in the same way as the goods. All operations relating to packaging, as well as its recycling, shall be the responsibility of the purchaser and shall in no way be the responsibility of the vendor.

6. DELIVERY

6.1 Delivery terms and times

Delivery shall be deemed to have been made, either:

- by the direct delivery and collection of products by the purchaser,
- by simply making products available, whatever the agreed collection point,
- by releasing products to a shipper or carrier chosen by the vendor or the purchaser. Our delivery times are provided for information only and shall be adhered to as far as possible. They shall in no way constitute a formal commitment.

A delay in delivery, including a significant delay, may not constitute an acceptable reason for either a refusal to accept a delivery or a claim for damages of any kind against the vendor.

The vendor reserves the right to make a complete or partial delivery of the products for logistical or other reasons.

6.2 Transport and liability

The products shall always travel at the purchaser's risk, including where the prices are established carriage free. The purchaser must express all reservations, where applicable, in order to be able to take action against the carrier, which is solely liable for damage and missing products pursuant to the provisions of article 133-1 of French Commercial Code. It shall be the responsibility of the purchaser to discharge the final carrier once it has ensured that all the products have been delivered and are in good working order. In order to be admissible, claims must be submitted to us within 8 days of delivery of the goods by means of a registered letter with an acknowledgement of receipt. Failing this, the claim shall be deemed inadmissible.

7. INSTALLATION OF PRODUCTS

The vendor shall not proceed with the installation of products, which is the responsibility of the purchaser, which must engage the services of a professional installer adhering to the specific aspects of the product and complying with the applicable regulations relating to the installation of such products. The vendor shall not be bound by any duty of advice or information as regards the installation of products. The advice or information provided when the order is placed shall not constitute advice on the installation of products.

8. PRODUCT RETURNS

Product returns shall be refused in principle except with the vendor's written agreement. The acceptance of product returns shall entail the issue of a return slip to the purchaser by the vendor. Acceptance of the return by the vendor shall create the obligation for the purchaser to return the goods to the vendor within eight days, at its expense and to the address stipulated by the vendor (national or international) on the return slip.

Returned products shall be non-refundable and shall result in the issue of a credit note once the goods have been received and inspected on return. The credit note shall represent 70% of the net sale price. The deterioration of returned products shall result in the credit note being issued pro rata to the quantity of products in working order. The deterioration of more than 25% of the products shall result in no credit note being issued for the aforementioned return. No product returns shall be accepted for orders for made-to-order products or for any orders for special products.

9. INVOICING AND PAYMENT

9.1 Invoicing terms

Invoices shall be issued under the applicable terms on the date on which the order is accepted as follows:

- The delivery date of the products actually received by the purchaser,
- The collection date of the products, whatever the collection point,
- The date of release to a shipper or carrier chosen by the purchaser.
- The date of the order confirmation, where a deposit is required, followed by the delivery date of products received by the purchaser, for the remaining payment.
- The date of the order confirmation, where an advance payment of 100% of the total value is required.

9.2 Payment terms

Payment must be made by the purchaser within 30 days of the invoice date, without discount, where applicable, with the deduction of possible down payments, deposits or advances paid when the order was placed. Payment shall be deemed to have been made on the date on which the funds are transferred, deposited and effectively received in the vendor's bank account or that of its possible substitute. In the event of a dispute or part performance of a contract by the vendor, payment shall remain due for the part of the contract not disputed or partially performed.

In the event of the sale, assignment, pledging as collateral, winding up or termination of business of the purchaser, outstanding sums shall become due immediately, whatever the terms agreed initially.

9.3 Payment methods

The vendor only accepts the following payment methods:

- Bank transfer,
- Banker's draft,
- Electronic bank draft.

9.4 Late payment & debt recovery costs

In the event of late payment, the vendor reserves the right to suspend performance of the contract, agreement or orders in progress, in whole or part, and/or to require immediate payment of sums due, whatever the dates and payment terms previously agreed with the purchaser or derogations from these GT&Cs that the purchaser may possibly have been granted. Non-payment within the time allowed shall also result in forfeiture of the term and shall immediately render all other receivables due.

The vendor may also require the purchaser to pay fixed compensation amounting to 40 euros, in addition to late payment penalties, pursuant to article L.446-6 of French Commercial Code.

9.5 Non-payment

A failure by the purchaser to fulfil its payment obligation set out in this article shall result, following a formal demand that has remained without effect, in fixed compensation of 15% of the sums due by way of damages, in addition to late payment penalties calculated as set out in the quote.

10. RETENTION OF TITLE

The vendor shall retain ownership of the goods supplied from the delivery date until full payment of the entire sale price, however, the purchaser shall bear the risk of the goods once these have been made available.

The presentation of banker's drafts or all securities creating an obligation to pay shall not constitute payments.

As a result, in the event of non-payment, the vendor shall be entitled to recover the goods or to have the goods recovered at the expense of the recipient without the purchaser being able to claim a reimbursement of deposits paid, which shall be used, in this particular case, to compensate the vendor for the loss incurred. The purchaser undertakes not to incorporate, transform, assemble or install the product prior to having made a full payment. The purchaser also undertakes not to resell or pledge products before having become their owner.

11. CONTRACTUAL WARRANTY AND LIABILITY

11.1 Contractual warranty

In the absence of special more favourable conditions provided for between the parties, all the products sold under the MARLONE brand name shall be guaranteed for 24 months from the delivery or collection date (based on an annual period of use of 4,000 hours). The integrated components (transformers, LED modules and other accessories/fittings) from other brands shall retain the manufacturer's warranty period unless special conditions are set out between the parties.

The warranty shall not apply to normal wear and tear of products, which depends on the time for which they are used. Any extension of the warranty must form the subject of the vendor's written agreement and shall be governed by special conditions of sale agreed between the parties. In the event of an extension to the warranty granted by the vendor, the terms of this article shall remain applicable in their entirety to the extended warranty.

In the event of a claim relating to a product or a spare part deemed to be defective by the purchaser. The latter undertakes to return the product or spare part in question to the place stipulated by the vendor at its expense, in order for tests and inspections to be carried out to determine whether the warranty conditions are applicable. All the costs incurred for the tests and inspections shall be borne by the purchaser and may not be borne by the vendor, even if the product or spare part in question is covered by the warranty.

Should it emerge, following tests and inspections, that the product or spare part in question is not covered by the warranty, the vendor reserves the right to issue an invoice, payable in cash, to cover the costs of replacing the product or spare part, as well as all the costs incurred (transport cost, delivery cost and all other costs incurred in supplying, removing and installing the new product or spare part). Conversely, should it emerge, following tests and inspections, that the product or spare part in question is covered by the warranty, the vendor undertakes to supply a replacement product or the spare part for the product. The replacement product or spare part may contain different components of an equivalent or superior quality and with an equivalent or superior functionality to the product or spare part replaced. Replacement of the product or spare part shall not allow the warranty period to be extended. The costs of transporting, removal, installation, testing and other related costs resulting from the replacement of the product shall be borne by the purchaser.

11.2 The vendor's liability and grounds for warranty exclusions

The vendor's contractual obligations shall be suspended as of right and its liability waived in the case of events that may stop or reduce the manufacture or transport of goods or prevent normal performance of the order.

Furthermore, the vendor shall not be liable and the warranty for products and spare parts shall not be applied in the following cases:

- The products sold are stored in abnormal conditions or conditions that are incompatible with their nature,
- The voltage and temperature limits set out in the product's technical data sheets and specifications are exceeded or the product is exposed to stresses that are not consistent with the anticipated use,
- The anticipated periods of use (more than 4,000 consecutive hours over a 12-month period) are exceeded, as well as all damage caused by such excessive use (fire, malfunctions, etc.),
- Deterioration caused by abnormal use and maintenance of the products or spare parts, as well as the installations on which they are based, is detected,
- Installation is not performed by a professional installer or if installation does not comply with the specific aspects of the product and the applicable regulations,
- Replacements or repairs resulting from normal wear and tear of products, as well as parts and components subject to wear in accordance with the manufacturers' warranties,
- Incidents for which the vendor is not responsible, such as unforeseeable circumstances or force majeure,
- All alterations of the product for which the vendor or one of its employees are not responsible,
- All repairs to the product for which the vendor or one of its employees are not responsible,
- Intentional damage, a malicious act, theft and any negligence by the purchaser,

Except in the case of gross negligence or wilful misconduct, the vendor shall not be liable for the detrimental consequences of errors by the purchaser or third parties involved in fulfilling the order.

The vendor shall in no way be liable for failures or errors by the purchaser in defining products, their characteristics, their use and all technical documents and information provided by the latter for the purpose of the order. The vendor's liability is limited to replacing goods recognised as defective, excluding all damages for any reason whatsoever, in particular loss of material, lost revenue, etc., and, in general, for all alleged direct or indirect harm, with the purchaser being required to inspect the goods prior to installation.

Unless stipulated otherwise, the vendor's liability is capped at the sums received on the day of the claim. The purchaser shall ensure that there shall be no subrogation recourse by its insurers beyond the limits set out above.

11.3 The purchaser's obligations

The guarantees set out above shall apply subject to compliance by the purchaser with the following conditions:

- The purchaser shall inform the vendor within eight days of claims ascribable to the product and provide the necessary evidence to support the admissibility of its warranty claim,
- The purchaser shall refrain from all alterations, repairs or modifications to the product, performed by itself or by a third party without obtaining the vendor's prior agreement,
- The purchaser shall fulfil its obligations to return the products set out in article 11.1.

12. FORCE MAJEURE

The fulfilment of the vendor's obligations hereunder shall be suspended in the event of unforeseen circumstances or force majeure directly or indirectly affecting the vendor, a sub-contractor or any other third party involved in fulfilling the order and its delivery. The vendor shall inform the client of the occurrence of such an event as soon as possible.

Force majeure shall be considered as any event beyond the reasonable control of the vendor, such as strikes affecting the vendor, one of its sub-contractors, a third party involved in fulfilling the order and its delivery, interruptions or delays affecting the means of transport for whatever reason, a shortage of raw materials or any other event affecting the production or distribution of products, natural catastrophes, epidemics, pandemics, malicious acts and vandalism, fire, etc.

Should the force majeure event exceed a period of 15 days, the vendor reserves the right to terminate its contractual commitments without the purchaser being able to claim damages.

Delays resulting from the repercussions in terms of production or delivery of an epidemic or pandemic event, associated specifically with the spread of Coronavirus SARS-CoV-2, in particular because of the resulting restrictions on activities and/or movement and/or supply and/or measures put in place to respond to this; this legitimate reason for suspending lead times shall be independent of all the other legitimate reasons set out herein and shall not in any way deprive these of effect even though they may originate from this epidemic or pandemic event.

13. DISPUTES AND LITIGATION

In the event of disputes regarding the interpretation and/or performance of these GT&Cs, jurisdiction is assigned to the PARIS Commercial Court. The applicable law is French law.