

# General Sales Conditions

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## Article 1 - General provisions:

These General Terms and Conditions of Sale of Services, hereinafter referred to as GTC, constitute the agreement governing during its duration, the relations between ACTH NORMANDIE, hereinafter called the Service Provider and its customers in connection with the sale of the services of services.

In the absence of a contract concluded between the service provider and his client, the services performed are subject to the Terms and Conditions described below.

Any order placed as well as any contract concluded with ACTH NORMANDIE implies the full and complete and unreserved acceptance of the customer to these Terms and Conditions. The fact that the provider does not implement one or the other clause established in his favor in these conditions, cannot be interpreted as a waiver on his part to use it.

## Article 2 - Nature of the benefits :

- Thermal diagnosis with infrared camera on the ground. Infrared camera inspection, sometimes coupled with an airtightness test according to the objectives, with search for thermal bridges, heat leaks, insulation defects, presence of water in the insulation on the roof terrace, defects junction...
- In industry and professionals, the thermographic control of the envelope of appliances (hot or cold)
- Bearing Inspection, Steam Circuit Inspection and Steam / Energy Loss and Potential Loss of Productivity and Quality,
- Electrical Motor Inspection, Loose or Corroded Electrical Connections, Furnace and Furnace Inspection, Air Leak Detection in HVAC Systems.
- Office of Transport Infrastructure Studies

## Article 3 - Quotation and order:

The service provider intervenes at the express request of the customer. A free quote and / or a contract will be made for any service. The quotation sent by the service provider to the customer in two copies, specifies:

- The nature of the service
- The price of the service excluding taxes
- Payment terms
- The schedule of works detailing the actions / obligations of the client and the service provider, as well as the deadlines for completion
  - The period of validity of the quote
  - The full and complete adhesion of the customer to the Terms and Conditions

To confirm his order in a firm and definitive way, the customer will have to return to us the estimate without any modification:

- Either by post or by fax, duly signed and dated with the mention "Good for Agreement" of the person legally responsible as well as the commercial stamp
- E-mail with the expression of the customer's consent.

The order will be validated only after return of the quote or the contract, accepted and signed, accompanied by the payment of a deposit. Failing

receipt of the agreement of the customer and the deposit, or from the date of expiration of the estimate, the quote proposal is considered canceled and the provider reserves the right not to start his performance. The validation of the order implies the full and unreserved acceptance of the customer to these Terms and Conditions

#### **Article 4 - Price:**

The prices of the services are those detailed in the quotations or contracts, accepted by the customer. They are expressed in euros and subject to VAT. Prices may be calculated on a flat rate, hourly or daily basis.

It is agreed between the parties that the payment by the customer of the totality of the fees of the service provider is worth reception and definitive acceptance of the services

#### **Article 5 - Terms of payment:**

Invoices are payable upon receipt of invoice, minus the deposit if any. Payment is made by check or bank transfer. No discount will be granted in case of advance payment.

Upon acceptance of the quote, and if the quote stipulates the payment of a deposit, the customer will pay a deposit of 30% of the total amount excluding taxes of the service. The beginning of work will occur after receipt of this amount. The balance will be billed at the end of the service.

#### **Article 6 - Late payment:**

Any delay or non-payment will automatically entail:

- The immediate collectability of any sum remaining due,
- The calculation and payment of a late penalty in the form of interest at a rate equivalent to three (3) times the legal interest rate (in effect on the day of the billing of benefits). This penalty is calculated on the amount excluding taxes of the amount remaining due, and runs from the day following the date of payment on the invoice, until its full payment, without any reminder or prior notice being given. Required. The applicable rate is calculated pro rata temporis. (Article L 441-6, paragraph 12 of the French Commercial Code).
- The right for the service provider to suspend the performance of the service in progress and to postpone any new order or delivery.
- For all professionals, in addition to the late payment, any sum, including the deposit, not paid on its due date will automatically produce the payment of a fixed compensation of 40 euros due for recovery costs (Articles 441-6, I.12 of the French Commercial Code and D. 441-5 ibidem).

#### **Article 7 - Duration Termination:**

The duration of the benefits is defined in the quote or contract. Each party reserves the right to terminate the contract at any time in the event of non-compliance by the other party with any of its obligations under the contract, without prejudice to any damages and interest that may be claimed from the defaulting party.

The contract shall terminate, for this purpose, ten (10) working days after the sending by the requesting party of a registered letter with Acknowledgment Reception mentioning the reason for the termination, provided that the other party does not have, in the ten (10) day period, remedied the situation.

In case of incapacity or inability to remedy within the aforementioned period, the requesting Party shall be entitled to terminate the Contract immediately.

Each of the parties may immediately terminate the contract in the event of the cessation of activity of one of the parties, cessation of payment, judicial reorganization, judicial liquidation or any other situation producing the same effects after the sending of a formal notice addressed to the insolvency administrator (or liquidator) who has remained unanswered for more than one month in accordance with the legal provisions in force. In case of arrival of the term or termination of the contract:

- The service contract will automatically cease on the corresponding date
- The service provider is released from his obligations relating to the subject of this contract on the date of termination or expiry of the contract.

- The service provider agrees to return to the customer no later than thirty (30) working days following the termination or expiry of the contract, all documents or information provided by the client

In the event of cancellation of the agreement by the customer, will be due by the customer the amounts corresponding to the services performed until the effective date of the termination and not yet paid.

### **Article 8 - Force majeure:**

No party may be considered defective in the performance of its obligations and be held liable, if and only if this obligation is temporarily or permanently affected by an event beyond the control of the debtor, which could not be reasonably the conclusion of the contract and the effects of which can not be avoided by appropriate measures (Civil Code Article 1218 new), such as, in particular, indicative and not limiting: natural disasters, government restrictions, social unrest and riots, wars malice, claims on the premises of the service provider, EDF service interruptions exceeding two (2) Days, computer equipment failure, long-term absence (accident or illness). Within five (5) maximum working days of the occurrence of such an event, the party failing due to force majeure undertakes to notify the other party by registered letter with acknowledgment of receipt and to provide proof thereof.

The defaulting party will make every effort to eliminate the causes of the delay and will resume the performance of its obligations as soon as the case invoked has disappeared. However, if the cause of force majeure persists beyond a period of fifteen (15) working days from the date of receipt of the notice of force majeure, each party shall have the right to terminate the agreement, without award of damages. Such termination shall take effect on the date of receipt by the other party of the termination letter sent in registered form with Acknowledgment of receipt. In the event that the agreement is terminated by the customer due to force majeure, the customer must pay the provider all amounts due until the date of termination.

### **Article 9 - Obligations and Confidentiality:**

The provider undertakes to:

- Respect the strictest confidentiality regarding the information provided by the customer, and designated as such
- Do not disclose any information on the work and services provided for its clients,
- Return any document provided by the client at the end of the mission,
- Sign a confidentiality agreement if the customer wishes. The information will not be considered as confidential:
  - Which are available to the public,
  - Which must be disclosed in order to complete the filing formalities required by law.

The clauses of the contract signed between the parties are considered confidential, and as such can not be communicated to unauthorized third parties.

### **Article 10 - Liability**

Considering the nature of the services provided, the obligation of the service provider is an obligation of means in general, it can be subject to an obligation of result only on the collection of technical data allowing a decision for the realization of a project defined by the customer.

The service provider undertakes to carry out the services in accordance with the rules of the art and in the best manner, under the terms and conditions of the agreement, and in compliance with the applicable legal and regulatory provisions.

Each party is liable to the other for any failure to fulfill its obligations. The customer agrees to make available to the service provider within the agreed time, all the information and documents necessary for the proper performance of the service and the proper understanding of the problems posed. The provider's liability can not be engaged for:

- an error caused by a lack of information or incorrect information provided by the client

- A delay caused by the customer that would make it impossible to meet the deadlines agreed or prescribed by law.

The provider's liability, if proven, will be limited to the amount excluding taxes not exceeding half of the total sum excluding taxes, actually paid by the customer for the service provided by the provider on the date of the complaint by registered letter with acknowledgment of receipt

### **Article 11 - Litigation**

These Terms and the contract signed between the parties are governed by French law. In the absence of amicable resolution, any persistent difference between the parties regarding the execution or the interpretation of the GSC and the contract will be the jurisdiction of the courts of ROUEN (76)

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