

## **1● APPLICATION, ENFORCEABILITY, MODIFICATION OF THE GENERAL TERMS OF SERVICE PROVISION**

These General Terms and Conditions of Service Provision apply exclusively to all services provided by HTLS to its Clients.

Consequently, placing an order implies the full and unreserved acceptance of the Client to these General Terms and Conditions, to the exclusion of all other documents such as brochures, CKelWatt application, website issued by HTLS and which have only an indicative value.

HTLS reserves the right to modify these terms and conditions at any time. Any derogation from these present conditions may be allowed without the express prior agreement of HTLS.

## **2● ORDERS**

All the 1st orders must be accompanied by a KBIS extract and a bank account statement. The company HTLS reserves the right to accept or not an order.

The quote is based on the declarations made by the Customer. The Customer must transmit all the necessary documents for all information useful to the realization of the quote.

The Customer must explain his specific needs. The Customer acknowledges being responsible for the validity of the technical data before any beginning of the Service, he is obliged to check and validate the critical points that may be difficult to assemble during the assembly of the work.

By order means any return quotes signed by the Customer with the mention "Good for agreement" by fax, mail, email to the company HTLS. Except where the context otherwise requires, any signed order will be accompanied by a deposit, the amount of which is specified on the quote.

Any modification of the order requested by the Customer can only be taken into consideration if it has been received in writing 7 working days before the beginning of the Services and if the company HTLS has expressly accepted it.

## **3● PRICE**

The prices are those determined on the quote or the order form.

The prices are expressed in euros, excluding taxes on the basis of current tariffs at the time of ordering. The prices are established on the basis of the current VAT on the day of ordering, any variation in these rates will be automatically reflected in the prices.

HTLS reserves the right to change prices at any time. However, it commits to invoice the services ordered at the price indicated upon acceptance of the order.

#### **4• PAYMENT**

The company HTLS does not grant discount.

A bill is issued at the end of the mission. However, an interim bill may be sent to the Customer as and when the performance of the service according to the nature and duration of the mission entrusted.

Unless otherwise agreed to the Customer, the terms of payment are as follows:

- The Customer will pay a deposit, the amount which is specified on the quote, at the time the order is accepted
- The Customer will pay the outstanding balance within 30 days of the date of issue of the invoice.

The Customer agrees to pay his orders to the company HTLS by any means of payment.

In case of delay of payment, the company HTLS may, on the one hand, suspend the delivery and execution of all or part of the orders in progress, and on the other, refuse any new order, without prejudice to any other way of action.

In accordance with art. L441-6 of the Commercial Code, any delay in payment will result, if it seems to the company HTLS, and from the first day of delay :

- In the application of a late payment interest, calculated on the full outstanding amounts, equal to 3 times the current legal interest rate,
- The application of a lump-sum payment for recovery costs of 40 euros (European Directive 2011/7 of 16 February 2011, Law 2012-387 of 22 March 2012 and Decree 2012-1115 of 2 October 2012) ,

Where the recovery costs incurred exceed the amount of this lump sum payment, additional compensation will be requested upon justification.

In case of default in payment, 48 hours after a formal notice remained unsuccessful, the Service will be automatically terminated. The company HTLS may request the restitution of work already delivered, without prejudice to all other damages. The Customer will bear the costs and risks of the restitution which must take place within 15 days after the termination.

#### **5• EXECUTION OF THE SERVICE**

##### **Completion time**

The delivery time is determined according to the nature of the service to be performed, the customer is informed of it. It is given as an indication.

The delay in the performance of the Service shall not imply direct or indirect liability of the company HTLS, nor be entitled to damages for the Customer if it is not related to faulty behavior of the company HTLS.

However, if 3 months after the indicative date of delivery the Service has not been executed for any other cause than a case of force majeure, the sale can be cancelled at the request of one or the other party, excluding all damages and interests.

Are considered as case of force majeure releasing HTLS from its obligation to execute the delivery of service : war, weather, riot, fire, strikes, accidents, regulations or the requirement of the public power, or any other unavoidable, unpredictable event beyond the control of HTLS.

The company HTLS will inform the Customer, in a timely manner, of the cases and events listed above.

In any event, timely delivery can only occur if the Customer is up to date with its obligations to HTLS, whatever the cause.

#### **Execution modalities**

HTLS is only bound by an obligation of advice and means. The company undertakes to implement all the means necessary for the good realization of its service, both from a human and material point of view.

The Customer undertakes to collaborate actively with the HTLS company, in particular he undertakes to communicate all useful information necessary for the successful realization of the mission of HTLS.

The parties acknowledge that in the event that the Customer does not transmit the elements necessary for the execution of the Service within the agreed time frame, this would delay the performance of the HTLS Business.

Similarly, the company HTLS will not be held responsible for any damage due to a lack of information from the Customer.

The responsibility of the company HTLS is limited to the execution of the mission entrusted. Under no circumstances, HTLS will not be responsible for the use of the data by the Customer or the intervention of a third party.

Nevertheless, in the case where the responsibility of the company HTLS would be retained, it would be limited to an equivalent value of the cost of the service fixed to the purchase order and could not be sought for a higher amount, expressly acknowledged by the Customer.

### **6● RESERVE OF PROPERTY**

The company HTLS will retain ownership of the delivered documents until full payment of the price, the payment by the effective receipt of this price.

### **7● INSURANCE**

The company HTLS undertakes to take out a third-party liability insurance covering the consequences that may be fall on it due to personal injury caused to the Customer or to a third party by its personnel during the execution of this contract.

### **8● CONFIDENTIALITY**

#### **●HTLS● LIGHTING CONTRACTOR**

Unless explicitly stated otherwise by the Customer, the company HTLS reserves the right to use and / or reproduce for reference all or part of the realization carried out for the client, in all its promotional documents distributed in paper or electronic form as well as on its website.

## 9 • COURT OF JURISDICTION

In case of any dispute concerning the interpretation of a sales contract or its execution, the Commercial Court of Paris has exclusive jurisdiction, even in case of a plurality of defendants, which is expressly accepted by the Client having the status of professional.

In the event that any of the provisions of these general terms and conditions of service are deemed or declared, by court order, illegal or unwritten, the other provisions of these general conditions of service will remain in full force.

**I declare to have read and accept these general terms of service on these 4 pages.**

**Made in :**

**Date :**

**Signatory :**

**"Read and approved" mention :**

**Signature and Stamp of the company :**