

PRODUCTS AND SERVICES TERMS AND CONDITIONS

1. Definition

- “Seller” means AV Simulation SAS.
- “Buyer” means the company, firm, entity or organization, body or person so named in the Order.
- “Agreement” means the agreement between the Buyer and the Seller consisting of the Order and the Conditions and/or Special Conditions.
- “Conditions” means these terms and conditions, intended to define the conditions under which the sale of products or the performance of services by the Seller shall be carried out in consideration of the price paid by the Buyer.
- "Special Conditions" means any specific conditions agreed between the Buyer and the Seller regarding the sale, including those derogating from the General Conditions, and duly mentioned in the Seller's Quotation and in the Buyer's Order;
- "Quotation" means the document describing the contents and the Price of the supply proposed by the Seller to the Buyer;
- "Offer" means the document describing the contents and the Price of the supply proposed by the Seller to the Buyer;
- “Order” means the purchase order issued by or on behalf of the Buyer by an authorized representative to the Seller for the purchase of the Seller's Products, including Software Product, Software and/or Services, in the form of a purchase order or the written acceptance of the quotation issued by the Seller.
- “Products” means the products or goods set out in the Order.
- "Software Product" means any AVSimulation product software like SCANeR studio, explore and compute.
- "Software" means any specific software development other than "Software Product"
- “Services” means the work and/or services specified in the Order to be provided by the Seller for the Buyer upon acceptance of the same.
- “Price” means the sum to be paid by the Buyer to the Seller for the Products and/or Services as identified in the Order.

2. General

- 2.1. Any Order placed upon a Quotation or otherwise shall be accepted entirely at the discretion of the Seller. Placing an Order implies the immediate, complete and unconditional acceptance of the Buyer to these Conditions and/or Special Conditions.
- 2.2. The Conditions shall apply to the Agreement and shall prevail over any contrary, different or additional terms or conditions which the Buyer may seek to impose.

3. Price

- 3.1. At the end of the period of validity of a Quotation or an Offer, the Price may be varied by the Seller at any time prior to acceptance of an Order.
- 3.2. Except otherwise stated the price indicated in the Seller's Quotation is net in Euros and does not include, unless otherwise indicated, (i) Goods and Services Tax (VAT) or any other related tax or obligation, export, import, sale or delivery of the goods or the provision of services, including certifications or approvals issued by third parties; (ii) any special packaging; (iii) any modification of the Order required by the Buyer.
- 3.3. The Price is quoted Ex Works (Incoterms 2020) at the Seller Warehouse.
- 3.4. For EU countries buyer only, the Buyer shall have to mention its sales tax (VAT) number on the purchase Order.

4. Payment

- 4.1. All invoices shall be paid in the Euros currency, within 30 days net after the date of the invoice unless otherwise specified.
- 4.2. The Seller shall be entitled to charge interest at the French Reserve Bank base rate plus 3% per annum on outstanding payments from date of delivery up to the date payment is received by the Seller. Any late payment implies also the payment by the Buyer of a lump sum of € 40 for the recovery fees and the right for the Seller to suspend or terminate any ongoing Order.
- 4.3. Payment should be made via direct wire transfer into our bank account SOCIETE GENERALE LABEGE ENTREPRISES Bank, account no. 0002.60.34.474. Swift code: SOGEFRPP. IBAN code: FR7630003003060002603447423.

5. Delivery and Risk

- 5.1. Any times for delivery are estimates only and although the Seller will use all reasonable efforts to deliver the Products in accordance with the times specified, time is not of the essence.
- 5.2. The risk in the Products shall pass to the Buyer on delivery of the Products to the Buyer by the Seller.
- 5.3. The Buyer shall examine the Products upon delivery and notify the Seller within 3 working days of delivery in the event of any damage or non-conformance of the Products. The Products and/or Services shall be deemed to be of satisfactory quality, without defect and accepted if the Buyer fails to examine the Products in accordance with this clause.

6. Delivery conditions

- 6.1. The Software Product is delivered in the form of temporary licenses which will be converted into permanent licenses upon full payment of the sums owed by the Buyer to the Seller.
- 6.2. The supply must comply with the Order, it may however be the subject of several deliveries, especially in the case where the Order includes the Service.

7. Software Product & Software maintenance

- 7.1. Please refer to: DCS-20180321-V1.2-A -SCANeR-WarrantyAndMaintenanceConditions

8. Content creation services warranty & maintenance

- 8.1. Content services warranty & maintenance are subject to special conditions attached to the quotation.
- 8.2. Unless otherwise indicated content services warranty is one month and there is no maintenance.

9. Hardware Products warranty & maintenance

- 9.1. Please refer to: DCS-20180321-V1.2-D-System- WarrantyAndMaintenanceConditions

10. Title retention clause

- 10.1. Products supplied by the Seller to the Buyer will be at the Buyer's risk immediately upon delivery of the Products to the Buyer.
- 10.2. The Buyer must:
 - 10.2.1. Effect and maintain with a reputable insurance company insurance for the Products, as its own cost, against all risk as it thinks appropriate.
 - 10.2.2. Note the interest of the Seller on the insurance policy.
 - 10.2.3. Produce a certificate of currency of the insurance effected by the Buyer under this clause to the Seller upon request.
- 10.3. Risk in the Products will remain with the Buyer at all the times unless the Seller retakes possession of the Products in accordance with this clause.
- 10.4. Title in the Products supplied by the Seller to the Buyer will not pass to the Buyer until those Products and any other products supplied by the Seller to the Buyer have been paid for in full.
- 10.5. Until the Products have been paid for in full the Buyer shall segregate and store the Products in such manner as to clearly indicate that they are the property of the Seller.
- 10.6. If the Buyer has breached these Conditions (including any payment obligations) or the terms of any relevant sales contract, the Buyer authorizes the Seller, at any time, to enter onto any premises upon which the Seller's Products are stored to enable the Seller to inspect the Products and/or reclaim the Products. If the Buyer sells or disposes of the Products (or part thereof) before full payment has been received by the Seller, the Buyer shall advise the Seller in writing specifying full details of the Products sold or disposed, to whom they were sold or disposed, the terms of such sale or disposal and the amount(s) received or receivable by the Buyer. The Seller shall also be entitled to terminate the Agreement, according to the clause 16. Termination.
- 10.7. The Buyer agrees that the provisions of this clause shall apply despite any arrangement under which the Seller grants credit to the Buyer.
- 10.8. The Buyer shall pay for each consignment of the Products supplied to it hereunder by draft payable 30 days after the date of delivery to the Buyer's premises [or: at the end of the month following the month in which the relevant invoice is issued] or by such other method of payment as shall from time to time be agreed between the time of delivery [or: issue] as aforesaid and the time that payment becomes due as aforesaid.
- 10.9. Payment shall fall due as aforesaid in respect of each consignment of the Products even though that title therein has not passed to the Buyer and the Seller shall accordingly be entitled to sue for the Price once the same is due notwithstanding the fact that the property in the said consignment has not so passed. Where the Seller recovers possession of a consignment of the Products title in which has not yet passed to the Buyer such recovery of possession shall be without prejudice to the rights of the Seller to sue for the purchase price under this clause.

11. Limitation of Liability

- 11.1. Except for death or personal injury, the total Seller's liability to the Buyer under the Agreement shall not exceed the Price in respect of any and all direct loss caused by the negligence of or breach of any obligations hereunder of the Seller, its employees, servants and/or agents.
- 11.2. Notwithstanding anything contained in these Conditions, the Seller shall not be liable for any indirect, special, or consequential loss or damage suffered or incurred by the Buyer arising out of any breach of these Conditions.
- 11.3. In the event that the Seller unknowingly transmits a computer virus through electronic means the Seller shall not be liable provided the Seller made all reasonable endeavors to avoid such a transmission.
- 11.4. Considering the nature of the Services performed, the Seller's liability is limited to an obligation of means.

12. Buyer Supplied Information

- 12.1. If the Order comprises the supply of information by the Buyer to the Seller, the Buyer shall make all best endeavors to provide such information in a timely manner. On written request by the Seller for the supply of such information and following lapse of 30 days then failure to supply such information shall be deemed a breach of the Agreement and the Seller shall have the right to cancel the Agreement and seek compensation thereof.

13. Confidentiality

- 13.1. The Buyer shall not communicate to anyone directly or indirectly, all or part of the information, of any nature, commercial, financial, industrial, technical, etc., which will have been communicated by the Seller, or for which the Buyer became aware during the Agreement.

14. Intellectual Property Rights

- 14.1. All intellectual property rights in the Products, Services or Software shall remain vested in the Seller. The Buyer commits to respect the proprietary notices on the Software, media and documentation.
- 14.2. The Seller hereby grants to the Buyer a permanent non-exclusive and non-transferrable license to use the Products, limited to the territory agreed between the parties.
- 14.3. The Buyer is not allowed to reproduce permanently or temporary the Software in whole or in part, by any means and in any form, including during the loading display, execution, transmission, or storage of the Software.
- 14.4. The Buyer is prohibited from translating, arranging, or modifying the Software, exporting it and merging it with others software.
- 14.5. The Buyer shall not intervene or involve a third-party on the Software without Seller's prior written consent.

15. Force Majeure

- 15.1. The Seller shall be under no liability for any delay or failure to perform any of its obligations under the Agreement in the event of Force Majeure. Following notification by the Seller to the Buyer of such event, the Seller shall be allowed a reasonable extension of time for the performance of its obligations.
- 15.2. For the purposes of this Condition, "Force Majeure" means any act or circumstances beyond the Seller's reasonable control including, but not limited to act of God, act of terrorism, war, rebellion, riot, sabotage, fire, explosion, flood, drought, failure of power supply, strike or other action taken by employees in contemplation or furtherance of a trade dispute.
- 15.3. If an event of Force Majeure continues for a period of 60 days from the date of notification by the Seller to the Buyer in accordance with Condition 16.1, then the Buyer or the Seller may terminate the Agreement forthwith without prejudice to any of its other rights hereunder.

16. Termination

- 16.1. In the event of a failure from the Buyer (for instance: non-payment of the Price, non-compliance with confidentiality obligations or obligations related to intellectual property rights), the Seller shall be entitled to terminate all or part of the Agreement, without prejudice of any other rights or compensation that the Seller is entitled to claim for the prejudice suffered.

17. Assignment

- 17.1. The rights and obligations of the Buyer under the Agreement may not be assigned or transferred in whole or in part without the prior written consent of the Seller.

- 17.2. The Seller may without obtaining the consent of, or giving notice to the Buyer, assign or sub-contract all or any of its rights and obligations under the Agreement.

18. Entire Agreement

- 18.1. The Agreement contains the entire understanding and agreement between the Seller and the Buyer in respect of the subject matter of the Agreement and supersedes all prior oral or written communication, undertakings and any practice or course of dealing applying between the Seller and the Buyer.
- 18.2. The Agreement shall only be varied in writing signed by an authorized representative of the Seller and the Buyer.

19. Governing Law

- 19.1. The Agreement shall be governed by and construed in all respects in accordance with the laws of France and the parties hereby agree to submit to jurisdiction of the Toulouse courts.

20. Rental specific conditions

- 20.1. Application of the Terms and Conditions
- 20.1.1. Under these Terms and Conditions, the Seller shall rent a Product (hardware and or software) to the Buyer, and the Buyer shall rent such Product from the Seller. In provision, should a user other than the Buyer make use of the Product, this other user must be made aware of and adhere to these Terms and Conditions. Particulars not provided in these Terms and Conditions shall be construed in accordance with the subsidiary rules.
- 20.1.2. Provided that the Buyer agrees to the Terms and Conditions and the price list, etc. as set forth separately, the Buyer can, upon renting the Product, by the method provided separately, make reservations by specifying in advance the model of the Product, the commencement date and time of rental, the renting place, the period of rental, the returning place and other rental conditions (hereinafter referred to as "Renting Conditions").
- 20.1.3. In the event that the Buyer desires to change any of the Renting Conditions, the Buyer must obtain the consent of the Seller in advance.
- 20.2. Cancellations of the Reservations, Etc.
- 20.2.1. The Buyer can cancel the reservation by the method provided separately.
- 20.2.2. The reservation shall be deemed to have been cancelled when the buyer does not commence the process of executing a rental agreement for renting a Product (hereinafter referred to as "Rental Agreement") within one week from the reserved commencement time of rental due to its own cause.
- 20.2.3. In the event of Articles 4.1 and 4.2, the Buyer shall pay a cancellation fee to the Seller as separately stipulated. Upon receipt of the cancellation fee, the Seller shall return to the Buyer the reservation deposit received (if any).
- 20.2.4. If the Seller cancels the reservation or does not execute the Rental Agreement due to its own cause, the Seller shall return to the Buyer the reservation deposit received (if any).
- 20.2.5. If the Rental Agreement of the anticipated Product is not executed as a result of any occurrence of an accident, theft, non-return, a recall, or natural disaster or any other event, which is not attributable to the Buyer or the Seller, the reservation shall be deemed to have been cancelled. In such case, the Seller shall return to the Buyer the reservation deposit received.
- 20.3. Execution of the Rental Agreement
- 20.3.1. The Buyer shall specify the Renting Conditions, and the Seller shall specify the Product renting conditions as set forth in these Terms and Conditions, the price list, etc. before entering into the Rental Agreement, except where there is no Product available for the Seller to rent.
- 20.3.2. Upon the execution of the Rental Agreement, the Buyer shall pay to the Seller the rental charge.
- 20.3.3. The Buyer may not extend the rental period after the execution of the Rental Agreement.
- 20.4. Formation of the Rental Agreement, Etc.
- 20.4.1. The Rental Agreement shall be formed when the Buyer pays the rental charge to the Seller and the Seller delivers the Product to the Buyer. In such case, the reservation deposit received (if any) shall be allotted as part of the rental charge.
- 20.5. Rental Charge
- 20.5.1. The Rental Charge shall mean the total of the following amounts, and the Seller shall specify each amount as well as the basis for calculation in the price list: basic rental charge; drop-off charge; enrolment fees for optional Damage Waiver; optional fees; delivery/collection charge; and other charges.

- 20.5.2. If the rental charge is changed after the reservation has been made, the applicable rental charge shall be the lower of the rental charge as of the time of reservation and the rental charge as of the time of rental.
- 20.6. Changes in Renting Conditions
- 20.6.1. If the Buyer desires to change the Renting Conditions after the execution of the Rental Agreement, the Buyer must obtain the prior consent of the Seller.
- 20.6.2. The Seller may not consent to a change to the Renting Conditions if such change interferes with the Seller's renting operations.
- 20.7. Inspection/Maintenance and Confirmation
- 20.7.1. The Seller shall rent the Product after conducting necessary periodic inspection and maintenance.
- 20.7.2. The Buyer shall confirm that the Product has been duly inspected and maintained and that the Product is free from defects by inspection of the exterior and the accessories of the Product, and also that the Product otherwise meets the Renting Conditions.
- 20.7.3. In the event that any defects are detected in the Product upon the check-up, the Seller shall immediately perform necessary repairs, maintenance, etc.
- 20.8. Managerial Responsibilities
- 20.8.1. The Buyer shall observe the duties with the care of a good custodian in operating and maintaining the Product during the period from the delivery until the return of the Product to the Seller (hereinafter referred to as "during the period of use of the Product").
- 20.9. Daily Inspections and Maintenance
- 20.9.1. During the period of use of the Product, the Buyer or the User must conduct necessary daily inspection and maintenance of the Product before use.
- 20.10. Prohibited Acts
- 20.10.1. The Buyer or the User shall be prohibited from any of the following acts during the period of use of the Product.
- 20.10.1.1. To use the Product for transportation business utilizing automobiles or purposes similar thereto without obtaining the consent of the Seller or the permission as required by the Road Transport Law.
- 20.10.1.2. To use the Product for purposes other than those specified, or to let a third party other than the user specified or a person whom the Seller approves use the Product.
- 20.10.1.3. To sublet the Product or to deposit it for security or any other acts which would infringe on the rights reserved by the Seller.
- 20.10.1.4. To change the original form of the Product by rebuilding, redesigning, etc. the Product.
- 20.10.1.5. To use the Product in violation of laws and regulations or against public order and standards of decency.
- 20.10.1.6. To purchase damage insurance for the Product without obtaining the consent of the Seller.
- 20.10.1.7. To bring the Product out of the original country.
- 20.10.1.8. To otherwise act in violation of the Renting Conditions.
- 20.10.2. The Seller may initiate legal procedures in the event any of the provisions of these is applicable and there is a violation of the criminal law.
- 20.11. Responsibility for the Return of the Product.
- 20.11.1. The Buyer or the User shall return to the Seller the Product at the specified returning place at or before the expiration of the rental period.
- 20.11.2. The Buyer shall compensate the Seller for all damages caused to the Seller if the Buyer or the User is in violation of the previous article.
- 20.11.3. In the event that the Buyer or the User fails to return the Product during the rental period due to a natural disaster or any other force majeure event, the Buyer or the User shall not be liable for the damages arising from such cause. In this case, the Buyer or the User shall immediately contact the Seller and follow the instructions given by the Seller.
- 20.12. Check of the Product at the Time of Return, Etc.
- 20.12.1. The Buyer or the User shall return the Product in the same conditions as of the commencement of rental, except for ordinary wear and tear arising from normal use.
- 20.12.2. The Buyer or the User, at the time of return of the Product, shall confirm that no articles belonging to the Buyer or the User or any of the passengers have been left behind in the Product.
- 20.13. Rental Charge for Rental Period Change
- 20.13.1. If the Buyer changes the rental period, the Buyer shall pay the rental charge corresponding to the rental period after such change is made.
- 20.14. Returning Place, Etc.

- 20.14.1. If the Buyer changes the specified returning place in accordance with these conditions, the Buyer shall bear the expenses required for forwarding the Product due to the change of the returning place.
- 20.14.2. In the event that the Buyer returns the Product to any place other than the specified returning place without the consent of the Seller, the Buyer shall pay the penalty for changing the returning place as follows: Penalty for Changing the Returning Place = Expenses required for forwarding the Product due to the change of the returning place x 200%.
- 20.15. Measures in Case of Non-Return
 - 20.15.1. In the event that the Buyer or the User does not return the Product to the specified returning place after the expiration of the rental period, and if the Buyer and the User fails to comply with the Seller's request for return or if the Seller determines that the Product is non-returnable because the whereabouts of the Buyer is not known or due to other reasons, the Seller may take legal measures including the filing of a criminal charge.
 - 20.15.2. In case of non-return of the Product as provided in the previous article, the Seller shall take all necessary measures to locate the said Product, including but not limited to, contacting families and relatives of the Buyer or the User, as well as people in the offices where the Buyer or the User work, etc.
 - 20.15.3. In case Article 25.1 becomes applicable, the Buyer shall be liable for all damages caused to the Seller pursuant to the article "Compensation and Business Indemnification", and additionally shall bear all the expenses the Seller may have to incur for the collection of the Product and for the search of whereabouts of the Buyer or the User.
- 20.16. Measures in Case Breakdowns Are Found
 - 20.16.1. If the Buyer or the User detects any abnormality or breakdown of the Product during the period of use of the Product, the Buyer or the User shall immediately discontinue operation and contact the Seller and at the same time follow instructions given by the Seller.
- 20.17. Measures in Case of Accidents
 - 20.17.1. In the event that the Product is involved in any accident during the period of use of the Product, the Buyer or the User shall immediately discontinue operation and take measures required by laws and regulations regardless of whether the accident is serious or not, and shall further take the following measures:
 - 20.17.1.1. Immediately report to the Seller on the situation of the accident and follow instructions given by the Seller.
 - 20.17.1.2. If the Product is to be repaired based on instructions given by the Seller as provided under Article 27.1(1), such repair shall be performed at the Seller or at the repair facility designated by the Seller, unless the Seller agrees otherwise.
 - 20.17.1.3. Cooperate with the Seller and the insurance Seller with which the Seller has entered into a contract in the investigation of the accident, and submit without delay the necessary documents, etc.
 - 20.17.2. In addition to taking measures provided in the previous article, the Buyer or the User shall handle the accident and solve the matter on his/her own responsibility.
 - 20.17.3. The Seller shall furnish the Buyer or the User with advice on the handling of the accident, and cooperate with the Buyer or the User in solving the accident.
- 20.18. Measures in Case of Theft
 - 20.18.1. The Buyer or the User shall take the following measures in the event that the Product is stolen or otherwise damaged during the period of use of the Product.
 - 20.18.1.1. Immediately report to the nearest police.
 - 20.18.1.2. Immediately notify the Seller of the situation of the damage, etc. and follow the instructions given by the Seller.
 - 20.18.1.3. Cooperate with the Seller and the insurance Seller with which the Seller has entered into a contract in the investigation of the theft and other damages, and submit without delay the necessary documents, etc.
- 20.19. Termination of the Rental Agreement due to Non-Usability of the Product
 - 20.19.1. In the event that the Buyer or the User cannot continue using the Product due to breakdown, accident, theft or any other cause (hereinafter referred to as "Breakdown, etc.") during the period of use of the Product, the Rental Agreement shall terminate.
 - 20.19.2. In case of the previous article, the Buyer shall bear the costs for collection, repair, etc. of the Product, and the Seller shall not return to the Buyer the rental charge received. Provided, however, that this shall not apply where the Breakdown, etc. is due to causes stipulated in the "Termination of the Rental Agreement due to Non-Usability of the Product" articles.
 - 20.19.3. In the event that the Breakdown, etc. is caused by defects, flaws or other non-compliance of the Product with the Renting Conditions existing prior to its delivery to the Buyer,

a new Rental Agreement shall be deemed to have been executed, and the Buyer may be provided with a Substitute Product from the Seller.

- 20.19.4. In the event that the Buyer is not provided the Substitute Product under the previous article, the Seller shall return to the Buyer the rental charge received in full. The same shall apply if the Seller is unable to provide a Substitute Product.
- 20.19.5. In the event that the Breakdown, etc. is due to causes not attributable to the Buyer, the User or the Seller, the Seller shall return to the Buyer the remaining balance of the rental charge received after deducting the portion of the rental charge which corresponds to the period from the commencement of rental to the termination of the Rental Agreement.
- 20.19.6. Except for the measures set forth in this Article 29, the Buyer shall make no other claims against the Seller with respect to damages or losses arising out of the unavailability of the Product. However, this provision shall be null and void should the Seller intentionally or negligently cause the breakdown, etc.
- 20.20. Compensation and Business Indemnification
- 20.20.1. In the event that the Buyer or the User causes damages to the Seller's Product during the period of use of the Product, the Buyer shall be liable for compensation of such damages except for damages caused by reasons not attributable to the Buyer and the User.
- 20.20.2. In the event the Buyer is liable for compensation of damages pursuant to the previous article, the Buyer shall compensate the Seller in accordance with the provisions of the price list, etc. or indemnify the business for damages resulting from the loss of use of the Product due to accident or theft, or breakdown, defacement of the Product.
- 20.20.3. In the event that the Buyer or the User causes damages to a third party or the Seller during the period of use of the Product due to willful intent or negligence of such Buyer or User, the Buyer or the User shall be liable for compensation of such damages.
- 20.21. Insurance and Indemnification
- 20.21.1. In the event that the Buyer or the User is liable for compensation as stipulated in Article 30.1 or 30.3, insurance payment or indemnification payment shall be paid in accordance with the liability insurance contract which the Seller has executed with regard to the Product or the Seller's indemnification system.
- 20.21.2. The insurance payment or indemnification payment as set forth in "Insurance and Indemnification" will not be paid if any of the exemption clauses in the liability insurance or indemnification policy is applicable.
- 20.21.3. The insurance payment or indemnification payment as set forth in "Insurance and Indemnification" will not be paid if the Buyer or the User violates any of the provisions prescribed in the terms and conditions for rental.
- 20.21.4. If the Seller has paid for the damages to be borne by the Buyer or the User, the Buyer or the User shall immediately repay such amount to the Seller.
- 20.21.5. The Buyer or the User shall bear amounts equaling the deductibles under the insurance payment or the indemnification payment stipulated in these conditions unless an agreement otherwise exists.