

Météorage: General Sales Conditions (GSCs)

1. General provisions

1.1 Météorage S.A.S. registered with the RCS de Pau (Trade Register) B 339 528 218, whose head office is located at Hélio parc 64053 Pau Cedex 9 France, markets lightning information products and services.

1.2 Unless there is a specific written agreement with Météorage, all sales of products and services are governed by these General Sales Conditions. These conditions are considered to be accepted irrevocably by the CUSTOMER (natural or artificial person).

1.3 Any condition or clause which is subject to these provisions and which is contained in the customer's documents (correspondence or order form) cannot be opposed to Météorage.

1.4 The term product means all products and services provided by Météorage.

2. Orders

2.1 Any product requested by the CUSTOMER shall be the subject of an order form sent to Météorage in paper or electronic format. Météorage reserves the right to accept or refuse any order. An order shall only be considered valid once written confirmation has been received from Météorage.

2.2 Météorage reserves the right to withdraw, modify or replace any product or service in its offer according to changes in its marketing policy or its production resources.

2.3 For services based on subscriptions, the minimum duration is one year, except for specific cases confirmed by Météorage in writing. They are renewable annually on their expiry date.

2.4 A contract may be signed to specify specific technical, contractual and financial conditions. This contract then represents a precondition to the order confirmation.

3. Prices

The prices of products and services are in Euros, exclusive of VAT. Unless other provisions to the contrary are confirmed by Météorage in writing, the applicable pricing conditions and price shall be those in the Météorage catalogue when the order is taken. Météorage reserves the right to modify its pricing conditions at any time.

For subscriptions, except where there are specific conditions or other provisions defined by contract, the price shall be reviewed in an upwards only direction each year on the subscription renewal date according to the following formula:

$$P = P_0 \times (0,20 + 0,80 (SY/SY_0))$$

P_0 =basic price P =updated price SY = French Syntec index

4. Delivery

4.1 The delivery method is left up to Météorage and is specified in the acknowledgement of receipt of the order. Deliveries may be made either in digital format (on a USB stick, CD, online or by E-mail) or in paper format.

4.2 For products that require specific installation (such as the Observation software), Météorage shall provide the technical assistance agreed on when the order was taken.

4.3 Météorage undertakes to do its utmost to deliver products to the CUSTOMER within the standard deadlines defined in its catalogue. Nevertheless, these deadlines are provided for information purposes. They may be modified when the acknowledgement of receipt of the order is sent. Météorage only makes a commitment to the deadlines confirmed in writing in the acknowledgement of receipt of the order. Lateness in relation to the deadlines does not authorise the customer to refuse all or part of the delivery. No compensation may be claimed for a late delivery.

4.4 Unless otherwise specified, the CUSTOMER shall be invoiced by Météorage when the products are despatched or when the services are put in place.

5. Payment conditions

5.1 Payments are due within 30 days of the invoice date, unless specific provisions are defined in writing with Météorage. The payment methods are specified in the acknowledgement of receipt of the order. All invoices are payable without discount or rebate.

5.2 For services based on subscriptions, payment is due at the start of the period (term to expire) and within 30 days of the invoice date. The invoice is issued when the service is put in place for new subscriptions and on the expiry date for renewals. If payment is not made within 30 days, except under specific conditions, Météorage reserves the right to suspend the provision of the service concerned.

5.3 Any delay in payment shall lead to the payment of late interest charges at a rate of one and a half percent (1.5%) per month.

5.4 Any failure by the CUSTOMER to pay within the deadline may lead Météorage to suspend the delivery of any other order placed by the CUSTOMER or to refuse any new order.

6. Subscription cancellation

Except where specific provisions are defined by a contract, the CUSTOMER and Météorage are authorised to cancel the subscription by right with notification by registered letter with acknowledgement of receipt, respecting a notice period of three months prior to the expiry date.

7. Duties and taxes

The CUSTOMER undertakes to pay all taxes and customs duties relating to his/her order.

8. Responsibilities

8.1 Météorage undertakes to take the necessary care to provide the CUSTOMER with products and services that comply with the prevailing specifications. However, Météorage's obligations and liability shall be limited at best to the replacement of any defective product.

8.2 The guarantee given by Météorage is limited to the obligation set out in paragraph 8.1 and excludes any other guarantee, whether express or implicit, legal or otherwise, relating to the quality or suitability of the products and services for any specific use.

8.3 Under no circumstances may Météorage's financial commitments, particularly those resulting from the calling into question of its liability under the order, exceed fifty percent of the sums (excl. VAT) received by Météorage in the context of the order concerned.

8.4 Météorage's liability cannot be sought by the CUSTOMER or any third party for any damage, whether direct or indirect, caused during the execution of the order.

8.5 Under no circumstances may Météorage be held liable for any prejudice, whether direct or indirect and/or immaterial, that is caused to the CUSTOMER, such as loss of profit, loss of production, loss of operation, deprivation of right or service interruption.

8.6 Météorage shall be exonerated from any liability for any direct or indirect damage resulting from the use by the customer or by any other third party of the products and services provided by Météorage.

8.7 The accuracy with which impacts are located and the effectiveness of detection are dependent on the network installed; Météorage cannot be held liable for these limitations. Météorage does its utmost to provide a network that meets the state of the art in terms of detecting lightning impacts on the ground.

8.8 Météorage agrees to implement all the measures in its power to ensure the continuity of the service. Nevertheless, it reserves a margin of service unavailability of 2% of the time (namely eight days per year), which may not give rise to any claim or rebate. This margin specifically covers maintenance operations. Météorage will attempt, by all reasonable means, to warn the CUSTOMER as soon as any interruption in the service is observed, whatever the cause, and to inform the customer of the probable duration of the interruption.

8.9 Météorage bears no liability with regard to the operation of any telecommunications networks used to transmit the services and of the terminal equipment used on the site of the final customer.

8.10 Météorage offers no guarantee, express or implicit, concerning the capacity of the services of this contract to achieve the objectives that the CUSTOMER has set itself. Météorage agrees, within the limit of the aforementioned provisions, to implement the resources described, but does not commit to the results consequently obtained by the CUSTOMER.

8.11 The CUSTOMER recognises that METEORAGE has provided it with sufficient information on these resources, as well as on the storm phenomenon itself, to enable it to carry out its own assessment of the possible risks run in its operation and in the exercise of its civil liability, taking into account the random nature of lightning phenomena.

9. Ownership

9.1 The transfer of the right to use data and software to the end customer is for one single use, excluding any circulation and duplication in any form, including internally. In all cases, Météorage retains the intellectual and industrial ownership of its data and software.

9.2 Météorage reserves the ownership of products until their price has been paid in full.

10. Complaint

Any complaint concerning the number or quality of products delivered must be made by the CUSTOMER within 10 calendar days of the date of despatch by Météorage. This complaint must be made by registered letter, explaining the reasons for the rejection.

11. Act of God

Météorage cannot be considered as failing in its contractual obligations if these failures are due to the occurrence of an Act of God. Acts of God are considered to be all events beyond the reasonable control of Météorage, regardless of their nature, such as natural disasters, bad weather, fires, collective employment conflicts, strikes, sabotage, embargos, disruption to transport or communication resources, acts from civil or military authorities, war, etc. If such an event were to occur, Météorage would inform the CUSTOMER of it as soon as possible. The deadlines for Météorage to provide its services would then be extended by the duration of the event.

12. Applicable law and attribution of jurisdiction

These conditions shall be governed and interpreted in accordance with French law. Any dispute concerning the validity, interpretation or execution of these conditions shall fall under the exclusive jurisdiction of the courts in PAU - Pyrénées-Atlantiques - France.