



## **General sales conditions**

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In the absence of specific provisions in the contract concluded between the two parties or in an amendment to this contract, orders addressed to ELSYS will be subject to the present conditions, regardless of any clauses in the documents of the buyer.

In regard to software commercialised by ELSYS, all terms relating to concepts of sale, supply or purchase should be understood as a "grant of user's licence" between the parties, not involving any transfer of property.

In regard to software applications developed by ELSYS for clients on the basis of a requirements or specifications document, all terms relating to concepts of sale, supply or purchase should be understood to involve a "transfer of property".

### **Prices and deadlines**

Prices in any price offer communicated by ELSYS are expressed in Euros, excluding taxes.

Prices are fixed and non-revisable on condition that the order arrives at ELSYS before the expiration of the validity period indicated in the price offer. In the absence of this indication, this period is 30 days.

The delivery or performance times cited by ELSYS are given as a guideline and have as their starting point the written order of the client. Delays in these times cannot be penalised by damages and interest or late penalties.

### **Orders**

Orders must arrive at ELSYS in written form (by post, fax or email).

An order does not commit ELSYS unless ELSYS confirms this order in writing within a period of 15 days after the order.

### **Payments**

Invoices are payable, net and without discount, by bank transfer, within 30 calendar days from the invoice date.

In the absence of contractual provision to the contrary, every order is subject to a deposit of 30% of its price, payable within 30 days from confirmation of the order by ELSYS.

Any amount not paid by the due date carries interest after a formal notification without response within the following 15 days. In this case, the interest rate is calculated on the amount, all taxes included, of the invoice and is equal to one and a half times the rate applied by the Central European Bank in its most recent refinancing operation, increased by 7 points.

In case of default in payment, or non-observance of the payment conditions, ELSYS reserves the right to suspend or cancel delivery of orders in progress and/or to suspend execution of contracts in effect between the parties. These cancellations or suspensions do not involve the suspension of judicial proceedings in progress for collection.



### **Intellectual property**

The sale of a software item to the client signifies that ELSYS grants the client a non-exclusive licence for use of the software. This right to use is non-transferable on the part of the client without written consent from ELSYS.

In the absence of provision to the contrary accepted in writing by ELSYS, and without prejudice to any intellectual property right that may protect the software and the documentation commercialised by ELSYS, the client agrees not to copy or reproduce in whole or in part the software and the documentation by any means and in any form.

As an exception, the client may copy the software solely for archiving needs and for replacement of a defective copy.

The right to use a software item is not acquired until after complete payment of the invoices.

A software application developed for a client on the basis of a requirements or specifications document does not become the property of the client until after complete payment of the invoices.

### **Warranty and Responsibility**

The warranty period for software is three months after delivery. The software warranty includes hotline support, addressing bugs, availability of patches in order to circumvent a problem, and availability of any new version of the software released during this same period.

The warranty period for software applications supplied on the basis of requirements or specifications documents is three months after delivery. The warranty includes corrections of incidents and maintenance of the application. These software applications are subject to verification procedures described in the requirements documentation. In the absence of these descriptions, the client cannot contest the conformity of the applications delivered.

ELSYS cannot in any case be held responsible for damages, direct, indirect, consecutive or non-consecutive (notably business interruption or loss of earnings) that may be caused by the operation or use of an item of software, by the operation or use of a specific software application, by the performance of a service or by the use of results of this performance.

### **Competent jurisdiction**

In case of litigation, jurisdiction is expressly allocated to the competent courts of Lyon for orders received at the Lyon company office and to those of Brussels (Francophone system) for orders received at the Brussels office.