

**☐ VALIDITY AND ACCEPTANCE OF THESE TERMS AND CONDITIONS**

When a customer places an order, his full acceptance is implied of these general terms and conditions, which supersede any other terms or conditions, including the customer's general purchase terms and conditions. These conditions are subject to change without prior notice thereof. Upon placing his order, the customer has the duty of ensuring that he is aware of the latest terms and conditions in force published on NETASQ's website.

**☐ SERVICES**

Services mentioned in catalogs or other commercial and advertising material are for information only. NETASQ reserves the right to make modifications where it sees fit, except for characteristics deemed essential at the time the order is placed. Services are attributed to a unique product identified by a serial number and are non-transferable, except in the case of replacement products.

**☐ DATE OF DELIVERY**

Save for special undertakings by NETASQ, delivery dates are **provided for information only**, and are not binding. The customer is therefore not entitled to cancel orders, refuse to take delivery or make any claim for damages whatsoever in the event of delays in delivery.

In the event of a force majeure, agreed delivery dates may be deferred. The following will be considered as forces majeures: partial or complete work stoppage of NETASQ employees or employees of its suppliers, subcontractors or carriers due to strikes, fire, floods, bans or embargoes on imports or exports, withdrawals of licenses, etc...

**☐ TRANSPORTATION**

Delivery takes place at the risk and peril of the customer regardless of the destination and transportation mode.

If a carrier takes charge of delivery, the client is obliged to state, in the event of damage or partial delivery, his observations on the delivery documents and to confirm his reservations by registered mail to the carrier in the 3 days from receipt of the products. Without prejudice to the provisions stated above, the customer has to inform NETASQ of any anomalies by registered post within the same time frame.

**☐ RETURNS – CANCELLATION OF ORDERS**

All product returns, order cancellations or modifications must first be approved in writing by NETASQ, who reserves the right in certain circumstances to grant its authorization on condition that expenses incurred in the said order will be borne by the customer, namely: expenses incurred in transportation, training, factory configuration, technical support and research/purchase/manufacturing expenses in the case of specific or bulk orders.

NETASQ may reconsider this agreement in the event the returned product does not appear to be in a saleable condition.

**☐ WARRANTY**

Products are guaranteed free from operational defects, manufacturing or design flaws, for 1 year for hardware components and 3 months for software components. This warranty takes effect from the date on which the customer registers his full and correct particulars on NETASQ's website ([www.netasq.com](http://www.netasq.com)). The warranty on hardware components is limited to the restoration of the appliance to a working condition in NETASQ's premises, with transportation expenses payable by the customer. The returned appliance must be accompanied by the RMA issued by NETASQ which you would have duly filled in.

The warranty on software components consists of implementing adapted methods to correct detected flaws, with no guarantee whatsoever on either the duration or the version providing the bug fix.

The warranties on hardware and software components do not under any circumstance cover damage caused by accidents, defective installations, poor maintenance or use of the product in a manner not recommended in the product manual.

The warranties herein do not extend to damage arising from external causes or forces majeures (fire, lightning, floods, breakage, etc).

In the event the customer modifies or tampers with the product or software outside the scope of NETASQ's services, these warranties will be rendered void.

**☐ MAINTENANCE**

Customers are eligible for subscription to an "Initial" or "Privilege" maintenance program. Each program can be subscribed for a 1-year or 3-year period, taking effect from the date on which the customer registers his full and correct particulars on NETASQ's website ([www.netasq.com](http://www.netasq.com)).

This maintenance includes:

- Upgrades and bug fixes of software components. NETASQ however is not in a position to guarantee compatibility of updates performed on older NETASQ appliances.
- Access to technical support on the NETASQ website.
- Access to technical support by telephone for "NETASQ Certified Support Center" partners
- Access to the client corner on NETASQ's website
- Appliance exchange service on the terms specified below:

In the "privilege" maintenance program, a replacement appliance is sent as soon as the customer informs NETASQ of an incident. For metropolitan France, the replacement of a defective appliance takes one working day for any incident validated by NETASQ's technical support before 3.00 p.m. For international customers, delivery varies according to the destination. If a customer fails to return the defective appliance in appropriate packaging that ensures optimum protection of the product, he will be charged the full price of the replacement product. In the context of an exchange, property of the replacement appliance is transferred to the customer and property of the defective product shall belong to NETASQ from the date the replacement appliance is received.

The "initial maintenance program covers repairs or replacement of the defective appliance. These repairs or replacements, at NETASQ's discretion, shall be conducted on its premises after receipt of the defective appliance, the return of which having been approved in writing by NETASQ.

Without any commitment on NETASQ's part and for information only, repairs or replacements are estimated to take 10 working days (excluding transportation time) from receipt of the defective appliance.

**☐ LIABILITY**

NETASQ shall not be held liable for any damage to other goods or any financial, commercial or other prejudice (loss or destruction of data) arising directly or indirectly from the use or operation of the supplied products or services performed.

Be that as it may, in the event NETASQ acknowledges liability for a product delivered or a service performed, the maximum amount of compensation payable to the customer shall not exceed the amount the customer has paid for the product or service in question.

**☐ PRICING**

Charges for services provided are based on the price list in force on the date of the order or at the amount indicated on the invoice, which is valid for 30 days from the date of its creation. Prices are indicated in euros, before tax, excluding transportation expenses and/or agent travel expenses.

Invoices are to be settled by the indicated date. As a general rule:

- For new customers, payment is made during the order or by cash on delivery.
- For subsequent orders, subject to agreement to open an account, payment is due 30 full days from the date of the invoice.

NETASQ reserves the right to demand the following from the customer for sums outstanding on the due date:

- Late interest at the rate of 1.5 times the legal interest rate up to the date of actual payment.
- Immediate payment of the full debt in the case of payment by instalments
- Immediate settlement of all invoices that are not yet due
- Suspension or cancellation, at the discretion of the vendor, of orders or services in progress

NETASQ may, where it deems fit, modify payment periods, demand the payment of a deposit or a guarantee in the case of customers who have previously failed to settle invoices, whose credit ratings have deteriorated, or whose guarantees have been reduced or terminated by NETASQ's credit insurance company.

**☐ RETENTION OF TITLE**

Property in the products delivered is passed to the customer on the date of full settlement of the invoiced sum including interest. Risk passes to the customer upon delivery. Where software is concerned, no intellectual property rights are transferred to the customer, who possesses only a right of use.

**☐ DISPUTE**

Any dispute relating to the present contract will be settled before the commercial court of Roubaix-Tourcoing, and will be governed by French law. In any dispute, if translations of contract documents exist, the French version shall prevail.