

General terms and conditions of sale

These terms and conditions apply to Albigès, Albon, PBK and A.S. Pool products under the Abriblue brand.

General clause

These general conditions of sale constitute the basis of the sales negotiation and are systematically sent or handed over to each purchaser to allow him to place an order. As a result, placing an order with one of the following companies: A.S. POOL, Albigès, Albon, PBK, hereinafter the "SUPPLIER", implies full acceptance of these general terms and conditions of sale without reservation. Any condition to the contrary requested by the purchaser, if not expressly accepted, will therefore be unenforceable on the vendor, regardless of when it may be brought to their attention.

The purchaser accepts that the SUPPLIER may reasonably modify these general terms and conditions of sale at a future date and that their relationship will still be governed by the latest applicable terms and conditions on the day the order was placed.

Buyer: a private person or legal entity exercising the business of pool installer / pool professional, or dealer, who purchases products (hereinafter "Products") from the SUPPLIER to exercise their profession.

Art 1 - Orders

Any orders from the Purchaser must be placed in writing (fax, email, letter) and feature the requested delivery address, the billing address, the order number, the order date and the product references, quantity and specifications. Any telephone orders must be confirmed in writing specifying: "confirmation". An order with incomplete or incorrect information may generate errors or delays that cannot be assigned to the SUPPLIER. Any orders sent to the SUPPLIER are only accepted and become binding on the SUPPLIER once it has drawn up and sent an acknowledgement of acceptance of the order. Unless otherwise stipulated, SUPPLIER offers and quotes are only valid for the month following their issue. In that case, the contract only takes form on acceptance by the Purchaser of the terms and conditions on the quote without reserve. In practice, Purchasers give their consent by sending the signed quote by email, letter or fax, or by placing an order that expressly refers to the quote. Non-acceptance of these general terms and conditions of sale results in cancellation of the order.

Any initial orders must be accompanied by the payment, the original of the account opening document and a bank account details document.

Any order below € 80.00 ex. VAT will be increased by a fixed invoicing fee of € 16.00 ex. VAT.

The cancellation by the Purchaser of an order that has been accepted by the SUPPLIER in compliance with the above provisions (hereinafter the "Contract") must be requested in writing and is only valid if the SUPPLIER approves it. If an order is cancelled by the Purchaser more than 48 hours after the initial order, the SUPPLIER reserves the right to bill the raw material and the labour already undertaken to fulfil said Contract. Any special order, of any kind, cannot be cancelled, returned or exchanged.

The Contract with the Purchaser is personal and cannot be transferred in any way without the prior written consent of the SUPPLIER.

Art 2 - Price - Payment terms

Art. 2.1

The Product selling price is the price applicable on the day the order is placed, it is detailed in the Contract and does not include carriage costs that may be invoiced in addition to the price under the conditions below. All SUPPLIER prices are given in € excluding VAT and, unless special conditions apply, according to Incoterm (ICC 2020) EXW the SUPPLIER plants. Prices can be reviewed without notice, according to the economic situation, currency fluctuations or any other factors that may have an impact on raw material prices or labour costs. In the event of a price change, the Purchaser will be notified before it is applied. The modified prices will then be applicable to future Purchaser orders. The prices of packaging and transport are net and free of any discounts. Prices do not include the eco-participation, the costs of which will be charged according to applicable schedules and rules.

Art. 2.2

Any order may be the subject of an advance payment that varies depending on the products before the start of manufacture and/or delivery. The applicable advance payment amount is indicated in the Contract. Product delivery is suspended until full payment of the advance payment. The remaining balance must be paid according to the following conditions.

Art. 2.3

Upon opening a customer account, any initial order will require payment before delivery.

Unless otherwise agreed by the Parties, invoices issued by the SUPPLIER are payable without discount, by recovered bill of exchange (LCR) at 30 days end of month following the invoice issue date and subject to acceptance of the outstanding amount being accepted by our credit insurance company. If the latter is refused, deliveries can only be made by payment before delivery or payment on delivery. For exports, all Contracts are payable before delivery by bank transfer or must have an irrevocable letter of credit from a bank.

The SUPPLIER reserves the right to adapt the payment deadlines to the Purchaser's financial situation and/or to subject the fulfilment of Contracts to the provision of additional securities or the pre-payment of the Products.

The Purchaser cannot invoke any causes whatsoever to delay or alter the terms of payment, in particular a complaint concerning Product quality or non-compliance or late deliveries.

Art. 2.4

The non-payment of an instalment systematically and without prior notice results in the blockage of the customer account, the stopping of the manufacture of any Contracts, the suspension of deliveries, a payment incident being filed and all invoices issued by us becoming due immediately.

Art. 2.5

In the event of late payment, in accordance with public order legal provisions, a late payment interest rate equivalent to 3 times the legal interest rate will be applied, without prior reminder, on the amount due as from the specified due date. Purchasers who pay late, in accordance with the legal provisions applicable from 1st January 2013, are also legally required to pay a fixed compensation payment of € 40.00 for recovery costs. In the event of late payment resulting in legal action, a fixed indemnity equal to 20% of the price of the Products will be due by the Purchaser in addition to all the collection costs incurred.

Art. 2.6

As a general rule, no discounts are granted for early payments.

Art. 2.7

Bills of exchange sent for acceptance must be returned to the SUPPLIER within eight days of their being sent.

Art 3 - Delivery

Unless otherwise agreed, and except for export sales, the Products are delivered to the Purchaser as per Incoterm (ICC 2020) EXW the Supplier's factories. Products are therefore transported at the Purchaser's risks and perils.The delivery costs will therefore be fully invoiced to the Purchaser.

Export sales are under the FCA loading location incoterm, which means that customs clearance formalities and costs are the borne by the Vendor, whereas the Buyer bears the cost of transport, as the Products are made available at the Vendor's premises, where they are loaded. Delivery costs will therefore be billed in full to the Buyer. Delivery lead times are always given as a guide and ex-works the SUPPLIER's factories, but cannot be permanently binding on the SUPPLIER.

A delay cannot result in cancellation or penalties of any kind.

If, on delivery, the Purchaser finds visible defects (missing parts or damage), they must immediately issue detailed reservations to the transporter on the delivery documents, even if the transport is at the risks and perils of the SUPPLIER. These reserves must be confirmed to the transporter by registered letter with acknowledgement of receipt or by any other suitable written means at the latest within two (2) business days of the delivery. A copy of this letter will be sent to the SUPPLIER.

Art 4 - Specific transport costs

As an exception to the provisions of article 3, some Products are delivered with specific transport costs. All the transport costs and statements mentioned in Article 4 only apply to mainland France. For all deliveries outside of mainland France, the Purchaser should contact the SUPPLIER to request a specific quote.

Express deliveries are exclusively paid by the Purchaser.

Art. 4.1

Liners, bubble covers, rollers and winterisation covers from ALBIGÈS and ALBON.

For all orders over € 550.00 ex. V.A.T. (the order amount being calculated by the company) net of discounts and deliverable in a single shipment, free carriage will be granted for shipments to mainland France, except for Products that are longer than 6 metres, or other catalogue Products specifically stating transport costs in their prices. Any delivery of an order of less than €550.00 ex. VAT net of discounts, will be subject to a fixed transport fee of € 43.00 ex. VAT or €32.00 ex. VAT depending on the products.

Any delivery of an order to a private individual will be subject to a fixed transport fee of €59.00 ex VAT or €43.00 ex. VAT.

Art 4.2

Bar covers and Rolltwin from ALBIGÈS.

All deliveries will be invoiced according to a special pricing grid. No free carriage will be applied.

Art 4.3

Oré automatic flexible covers from PBK.

All deliveries will be invoiced according to a special pricing grid. No free carriage will be applied.

Art 4.4

Slatted covers (and Products from the cover line).

All deliveries will be subject to a minimum fixed transport fee of €32.00 ex. VAT. All deliveries will be invoiced using a specific pricing grid based on the Product weight, length and destination, except for the DEEPSO slatted cover of which the transport is included in the Product sale price (except for spare part transport which is invoiced based on slatted cover prices).

Art 4.5

Albon and Albigès trade products (fastenings and accessories).

Any orders below €250.00 ex. VAT net of discounts and deliverable in a single shipment will be subject to a fixed transport fee of €32.00 ex. VAT.

Orders between €250.00 and €550.00 ex. VAT net of discounts and deliverable in a single shipment, will be subject to a fixed transport fee of €43.00 ex. VAT.

For all orders greater than €550.00 ex. VAT and deliverable in a single shipment, free carriage will be granted for mainland France.

It is possible to plan the shipment of a delivery to a private individual, in which case free carriage cannot be applied. Any delivery of a trade order to a private address will be subject to a transport fee of € 43.00 ex. VAT.

Art 4.6

For all deliveries subject to a delivery appointment made in advance, if delivery is not possible due to an incorrect address or absence of the Purchaser at the time of delivery, or for any cause that would be attributable to the Purchaser, the SUPPLIER reserves the possibility of invoicing the storage and/or redelivery cost invoiced by the carrier.

Art 5 - Product returns

Unless otherwise specified and without prior written agreement from NEXTPOOL, Product returns will not be accepted. In general, SUPPLIER manufactured equipment is made to measure and cannot be returned or exchanged. With regard to slatted covers, the stairs, made-to-measure components (duckboards, special parts), partitions, beams and benches are never taken back.

If the Product return has been accepted by the SUPPLIER, the item will be taken back at the invoiced price ex. VAT minus 15% and any eventual repair costs. The Product transport and its return costs are borne by the Purchaser.

Liners and covers requiring repair or modification must be returned clean and dry. If this were not the case, the Purchaser will be invoiced cleaning costs.

Any claims for visible defects or faults must be sent to NEXTPOOL in writing no later than 10 days following receipt of the Product or completion of the installation work. This return must be made carriage paid and within a maximum of 8 days of notification of the defect or fault.

Art 6 - Services

Any orders for Services will result in a quote being issued which must be accepted by the Purchaser before it is fulfilled. If the Purchaser does not request an additional quote, the Services will be provided and invoiced at the SUPPLIER's terms and prices applicable on the order date. The Service schedule will feature in the order confirmation sent by the SUPPLIER. It is for information only. As a result, any failures by the SUPPLIER to meet the deadlines featured in it cannot result in any changes to the Service price and/or Service payment terms. Furthermore, and in all cases, the Purchaser can never engage the SUPPLIER's liability if the delay is the result of the Purchaser's negligence in the provision of the elements the SUPPLIER requires to fulfil its mission.

Art 7 - Sales guarantees

Art. 7.1:

The Products manufactured and sold by the SUPPLIER are the subject of a contractual guarantee which is specific to each Product and defined below. Furthermore, for Products bought and sold by the SUPPLIER, the guarantee that may be applicable is the guarantee provided by the manufacturer of the Products the SUPPLIER sells. The guarantee covers manufacturing and Product defects except for visible defects which must be notified according to the conditions defined in article 5.

Art. 7.2:

For Products manufactured and sold by the SUPPLIER, and unless indicated otherwise below and/or in the Contract, the guarantee only applies to defects that appear during a period of twelve (12) months from the delivery date defined above. To be able to claim under the guarantee, the Purchase must notify the SUPPLIER without delay and in writing of the defects they attribute to the Products and supply all proof as to their existence. They must provide the SUPPLIER all facilities to inspect these defects and remedy them.

Art 7.2.1. Guarantee on Classic, Celsius, Premium and Premium 85 liners

From the delivery date:

Classic:

- 10-year guarantee on the sheet and welds (5 full years + 5 degressive years, with a degressive rate of 20 % per year).

Celsius:

- 10-year full guarantee on the sheet and the welds.

- 3-year guarantee on dimensional stability (in water up to 33 °C continuously and chlorination below 2.5 ppm, in normal use conditions).

Premium and Premium 85:

- 12-year full guarantee on the sheet and the welds.

- 4-year guarantee on the dimensional stability (in water up to 33 °C continuously and 35 °C during peak periods over 24 h and chlorination below 3 ppm, in normal use conditions).

A liner that does not match the dimensions must be returned to the SUPPLIER immediately without being placed in water or cut out.

The installer and fitter declare that they have read and understood the AFNOR NF T54-802, NF EN 15836-1 standards.

Art 7.2.2. Floating slatted safety cover guarantee

In general, the guarantee covers any faults or defects for one (1) year in the context of assembly, installation and use in accordance with the instructions in the Product manuals. If the ordered pool cover elements do not constitute a complete cover (missing beam, duckboard, partition wall, etc.), it is the installer's responsibility to make sure that the implementation of the cover on the pool is compliant with the NF P 90-308 standard requirements.

Our guarantee covers all electric equipment subject to strict compliance with the French C 15.100 standard.

The guarantee for all spare parts is one year, including for motorisation.

Apart from the general one-year guarantee, the SUPPLIER grants the following guarantees for covers delivered complete:

- IMM'Ax / DIVER / IMM'Box motorisation (motor and box): 4 years.

- Other motorisations: 3 years.

- Roller mechanism: 3-year guarantee that covers the strength of the materials used with the exclusion of Article 7-3.

- Cover slats: 3-year guarantee that covers the buoyancy, watertightness and articulation of the slats with the exclusion of Article 7-3.

- Photovoltaic panel: 10 years.

- Batteries: 1 year.

The Non'Co® guarantee applies depending on the order and the components selected to fulfil it. For a Product to be able to benefit from this guarantee, the "label Non'Co®" statement must appear on the invoice for the Product. The Non' Co® guarantee validity period is also indicated on the invoice. The Non'Co® guarantee then applies to the mechanism parts, excluding the motors and accessories, and covers damage caused by the corrosion phenomenon altering the Product's operation.

Art 7.2.3. Specific guarantee for OPEN AERO, OPEN D.Sign, BANC D.sign, IMM'Ax, IMM'Box and DIVER safety covers

The LED lighting system is guaranteed for 3 years for OPEN AERO, OPEN D.sign and BANC D.sign.

The free remote cover control app is subject to accepting the General Terms and Conditions of Use available on the app in the "General terms and conditions of use" menu.

Art 7.2.4. ESCALE, DEEPSO and AGORA guarantee

In general, the guarantee covers any faults or defects for one (1) year in the context of assembly, installation and use in accordance with the instructions in the Product manuals. If the ordered pool cover components do not constitute a complete cover (decking not ordered for example), it is the installer's responsibility to make sure they comply with the NF P90-308 standard and are compatible with our design in order to maintain the guarantee.

Our guarantee covers all electric equipment subject to strict compliance with the French C 15.100 standard.

There is a one-year guarantee for all spare parts including motorisation

In addition to the general one-year guarantee, the SUPPLIER will grant the following guarantee periods for complete cover orders:

- Motorisation and movement mechanics: 3 years when the installation is carried out by qualified technicians, including the strength of the materials used unless excluded by article 7-3.

- Cover slats: 3-year guarantee that covers the buoyancy, watertightness and articulation of the slats with the exclusion of Article 7-3.

- The metal structure: 3 years

- The LED lighting system: 2 years

- Wood decking: 2 years, excluding the consequences of natural ageing of the wood (cracks, stains, discolouring, slight deformation, etc.).

Art 7.2.5. ORÉ range automatic flexible cover guarantee

In general, the guarantee covers any faults or defects for one (1) year in the context of assembly, installation and use in accordance with the instructions in the Product manuals.

Our guarantee covers all electric equipment subject to strict compliance with the French C 15.100 standard.

The guarantee for all spare parts is one year, including for motorisation.

Apart from the general one-year guarantee, the SUPPLIER grants the following guarantee periods:

- Motor: 3 years.

- Roller mechanism: 3-year guarantee that covers the strength of the materials used with the exclusion of Article 7-3.

- Fabric: 3 years except for the exclusions in article 7-3.

- Wheels: 1 year (premature wear due to abrasion on unsuitable, rough, abrasive or curved surfaces is not covered)

- Photovoltaic panel: 5 years.

- Batteries, charger and remote control: 1 year.

Art 7.2.6. Bar cover guarantee: EASY range

In general, there is a 3-year guarantee for any hidden faults or defects in the context of assembly, installation and use in accordance with the instructions. Except for the EASY Light cover of which the 3-year guarantee is degressive by 33 % per year.

The PVC fabric, aluminium profile, fixing eyebolts, fixing rings and tension pawls have a 3-year guarantee. For all other components (cranks, protective runners and caps) the guarantee is 1 year.

The ROLLTROT²® motorisation is guaranteed for 2 years in normal use and the battery for 1 year.

The ROLLTWIN motorisation is guaranteed for 3 years in normal use and the battery for 1 year.

Art 7.2.7. Flexible cover and filtering cover guarantees

The guarantee covers any hidden faults or defects in the context of assembly, installation and use in accordance with the instructions.

Guarantee:

- 1 year for ProCover covers.

- 2 years for Vancouver and Vernosc covers.

- 3 years for SKIN Cold, SKIN Freeze, SKIN Wood Light, GRILLE Cold, GRILLE Freeze, GRILLE Wood and Flyguard covers.

- 5 years for SKIN Extrem and GRILLE Extrem covers.

Art 7.2.8. Bubble cover guarantee

The guarantee covers against any material and weld manufacturing defects. Dimensional stability cannot be guaranteed.

Guarantee:

- 1 year for 400 µ Eco type covers

- 2 degressive years (50% per year) for 400 µ Solo, Duolis and Quatro type covers and 500 µ Eco type covers

- 3 years (1 full year and 2 degressive years, 50% per year) for Geobubble[™] Blue covers (except Eco type).

- 5 degressive years (proportional to the period) for OXO Solo, Duolis and Quatro type covers.

- 6 degressive years (proportional to the period) for Geobubble[™] Clear Blue Sol+Guard, Anthracite EnergyGuard, RaeGuard and Solo, Duolis and Quatro type Cool Guards.

This guarantee applies providing that usage and storage recommendations are scrupulously observed. Bubble covers should be protected by a protective slipcover when they are not on the pool.

Art 7.2.9. Roller guarantees

There is a 2-year guarantee on the mechanics and materials in normal use conditions covering any manufacturing defects or faults subject to the installation being compliant with the instructions and applicable standards.

Art 7.2.10. Aquacolor PF2000, PF3000 and Aquasense reinforced membrane guarantee

Non slip Aquacolor PF2000 and Aquacolor PF2000:

The Aquacolor PF2000 reinforced membrane watertightness has a 12-year guarantee for pools of which the water temperature is constantly below 32°C.

Aquacolor PF3000 and Aquasense:

The Aquacolor PFPerfect Finish 3000 and Aquasense reinforced membranes are guaranteed for 15 full years for use with a pool maintained at a temperature that is always below 35 °C.

Art. 7.3 Exclusion:

The guarantee for each product does not apply to cases of defects or faults originating from:

- goods supplied by the Buyer,

- modifications to the Product specifications imposed by the Buyer,

- acts of God or force majeure events,

- normal Product wear and tear,

- negligence, particularly in the installation and/or storage of the Products,

- installation and/or use of the Products that is contrary to the terms and conditions of use set out in the technical documentation, or that is not compliant with any

of the SUPPLIER's instructions or with any of the applicable practices, laws and regulations,

- repairs, alterations, work or modifications carried out on the Products without the SUPPLIER's prior written consent,

- incorrect Product use process or failure to maintain the Products,

- damage caused by transport,

- electric faults,

- damage caused by cleaning using a product other than the recommended product,

- wear and tear due to the cover rubbing on the coping,

- snags, holes, tears,

- colour-fastness

No compensation or penalties can be claimed if the guarantee is applied or excluded.

In particular, additional exclusions for each product are the following:

Art 7.3.1. 75/ 100 Classic, Celsius and Premium and Premium 85 liner

Any water treatment that does not comply with the District health and social services office's (DDASS) requirements systematically voids the guarantee, in particular any copper-based disinfectant.

The water quality must be in line with the operating recommendations described in the liner technical specifications.

Art 7.3.2. Safety floating slatted covers

The guarantee does not cover the immersion of motors not designed for this purpose and the consequences of lightning caused by storms.

The guarantee for the roller mechanism does not cover the corrosion and disintegration of some materials caused by non-compliance of the physical-chemical balance of the water, particularly when using shock treatment or automated treatments that are not controlled and not directly or indirectly coupled to the slatted cover's operation, which blindly produce too many oxidising agents that in general speed up the corrosion of metals.

The guarantee for the slats of slatted covers does not cover stains or discolouration of the slats. Distortion of the slats caused by use not compliant with SUPPLIER technical recommendations is also excluded. Damage caused by hail is excluded. Any modification to a slat - removal of end caps, re-cutting, gluing of end caps - cancels our guarantee on the slat cover.

Art 7.3.3. EASY range bar covers, flexible covers and filtering covers, bubble covers and automatic flexible Oré covers

Alterations following weather conditions such as violent winds, heavy rain, snow fall, hail and wear caused by abrasive or significantly domed coping, presenting level differences or missing joints, are excluded from the scope of the guarantee.

Art. 7.5 Spare parts

The spare parts essential to the operation of Products manufactured by the SUPPLIER will be available during the Product guarantee period. On the other hand, for Products bought and re-sold by the SUPPLIER, the latter cannot guarantee the availability of spare parts. The Purchaser should refer to the manufacturer's guarantee.

Art. 7.6 Limitation

IN ALL CASES, THE SUPPLIER GUARANTEE ONLY INCLUDES THE REPLACEMENT OR REPAIR OF PRODUCTS CONSIDERED TO BE DEFECTIVE AFTER DEDUCTING OBSOLESCENCE AND EXCLUDES ANY OTHER OBLIGATION.

Therefore, by way of non-limiting examples, all labour, travel, water supply, treatment products, water heating and physical injury costs, etc., cannot result in compensation.

Art. 7.7 Suspension

If the Purchaser has not made the payments stipulated by the agreed deadlines, the guarantee will be suspended until payment of the late instalments and without this suspension increasing the duration of the guarantee after the shipping or collection date.

Art 8 - Liability

It is up to the Purchaser to communicate their needs to the SUPPLIER and make sure that the defined specifications match their expectations at all levels. The Purchaser is considered to have perfect knowledge of the Products they acquire and acknowledges that they have been able to have the information about the ordered Products and that they have understood it. The Purchaser alone determines the purpose and use of the Products. All requests from the Purchaser to modify specifications compared to the proposal made by the SUPPLIER are the Purchaser's sole and single liability.

The SUPPLIER's liability cannot be engaged regarding the Purchaser when the delivered Products are compliant with those of the ordered Products. The compliance of the order is defined according to the Contract. The Purchaser is also in charge of the use and installation of the Products in compliance with the standards, industry practices and safety rules of the destination country. The liability for taking measurements and installation work lies with the third parties who performed these tasks.

The SUPPLIER declines all guarantee obligations other than those given above. In particular, the SUPPLIER will never guarantee performances or the fitness of the Products for a specific use, if these items are not expressly included in the Contract. In the event of a doubt on the interpretation of a clause or in the absence of a statement making it possible to precisely determine the extent of the SUPPLIER's obligations, the Purchaser acknowledges that the SUPPLIER's obligations will be understood as an obligation of means.

The SUPPLIER may always prevent liability proceedings by upgrading to compliance or replacing non-compliant Products.

THE SUPPLIER'S LIABILITY FOR ANY CLAIMS, LIABILITY OR COSTS, REGARDLESS OF THEIR TYPE, IS LIMITED TO THE PRICE OF THE DISPUTED PRODUCTS BEFORE TAX.

Indirect damages incurred by the Purchaser, such as loss of turnover, operating loss, commercial damages, loss of earnings or any claim made by any third party against the Purchaser, are excluded from any claim for compensation.

Any challenge by the Purchaser of the proper fulfilment by the SUPPLIER of its contractual obligations must be supported and must be the subject of a registered letter with acknowledgement of receipt during the year of the alleged failure. The failure to take action is construed as renunciation by the Purchaser to criticise the correct fulfilment by the SUPPLIER of its contractual obligations.

The Parties acknowledge that the provisions of this clause are determining in their desire to sign this Contract and that the price agreed reflects how the risk is shared between the Parties and the limitation of liability resulting from this.

Art 9 - Advice - Technical Assistance

Advice or technical assistance offered free of charge, outside of the performance of the additional services and/or the guarantee, are only provided as a guide and under no circumstances incur our liability.

To provide the Product guarantees, on-site work by one of our technicians may be required and will be subject to the following cumulative conditions:

- It must be carried out following prior diagnosis with the seller's technical telephone assistance service.
- It answers a request from the Purchaser and must be validated by an on-site assistance order.
- This intervention may result in an invoice (travel, parts and labour costs), if the liability for the malfunction cannot be assigned to us.
- It is always carried out in the presence of the Purchaser who, in advance, must provide access to the property of their possible customer and their agreement to carry out the diagnosis and then to correct the malfunction.

Any installation work or technical work on site is subject to prior acceptance of the general terms and conditions of sale specific to this work available on request.

Art 10 - Warning

We reserve the right to modify at any time and without prior notice the technical design of our products with a constant concern for improvement or compliance with regulations. The photos in this catalogue are indicative and are not binding. Any reproduction of pages published in this guide even partial by various processes and carried out without our consent shall be considered as illicit and shall constitute an infringement. Use of photos from our catalogues is subject to our written consent.

Art 11 - Transfer of risks and title

The transfer of risks related to the Products occurs in compliance with the applicable Incoterm.

The SUPPLIER retains title over the Products until full payment of the price of said Products.

Art 12 - Intellectual property

In the absence of an express indication in the contract, the contract does not include any transfers of any kind of the intellectual property rights relative to the Products, brands, logos, databases, texts, graphics, images, audio files, videos, and any other elements protected by the intellectual property rights featured on the mobile apps made available by the SUPPLIER, etc. to the Purchaser. The SUPPLIER remains the owner of the related intellectual property rights. Similarly, all drawings, documents and technical data, manuals, samples, or any other documents provided to the Purchaser as part of the fulfilment of the contract by the SUPPLIER as well as, when applicable, the associated intellectual property rights, remain the exclusive property of the SUPPLIER.

No provisions of these terms and conditions can be interpreted as an assignment, transfer, sale, concession, licence, loan, rental, authorisation to use directly or indirectly granted to the Purchaser by the SUPPLIER of the said intellectual property rights. As a result, by the payment of the price resulting from the contract, the Purchaser only acquires a right of use of the services that can be protected as the SUPPLIER's intellectual property rights. For any other use, the Purchaser must contact the SUPPLIER to agree on the terms, in particular financial terms.

The Purchaser undertakes not to infringe the SUPPLIER's intellectual property rights directly or indirectly or by the intermediary of third parties they are associated with. The Purchaser guarantees that, where applicable, all elements provided to the SUPPLIER as part of Product development do not infringe the intellectual property rights of third parties. They guarantee the SUPPLIER against the consequences of any type (including procedure costs, lawyer fees, damages and compensation, etc.) were the liability of the SUPPLIER to be sought by a third party.

The Purchaser authorises the SUPPLIER to use its name and logo as a commercial reference.

Art 13 - Force majeure

Firstly, a force majeure event as defined by article 1218 of the French Civil Code suspends the obligations of the parties. If such an event were to occur, the parties will undertake all reasonably possible measures in good faith in order to pursue the fulfilment of the Contract. If force majeure events were to last longer than sixty (60) days, the Contract may be terminated by one or other of the parties without the other party being entitled to compensation. Are expressly considered to be force majeure events: lock-outs, lockdowns, strikes, epidemics, embargoes, accidents, machine or tool breakage, excessive heat, humidity or cold, exceptional bad weather events, natural disasters, fires, flooding, suspended or late transport, the impossibility to be supplied or defective raw materials, or any other event beyond the control of the SUPPLIER resulting in total or partial lay-offs by the SUPPLIER, its suppliers or subcontractors, or making production impossible or ruinous, the total or partial blockage of means of communication including networks.

Art 14 - Termination

The SUPPLIER can legally terminate the Contract by registered letter with acknowledgement of receipt if the Purchaser partially or fully defaults on their obligations, in particular their payment obligation, confidentiality obligation, compliance with SUPPLIER intellectual property rights and, more generally, the loyal fulfilment of the Contract, thirty (30) days after formal notice by registered letter with acknowledgement of receipt without results containing the SUPPLIER's declaration of its intention to apply this article, without prejudice to the compensation for any direct and indirect damage the termination may cause. If, due to the type of failed obligation, it is not possible for the defaulting party to remedy it, the Contract may be legally terminated ipso jure by one or other of the parties without notice and the Contract will end on receipt of the letter notifying the termination. The SUPPLIER will not owe the Customer any compensation.

Art 15 - Purchaser obligations

The SUPPLIER offers the Purchaser visibility over all end customers and undertakes to present the Purchaser on its Web site. The Purchaser acknowledges that the continuity of the partnership between the parties will depend, in particular, on the Purchaser's assiduity in its correspondence and relations with end customers. Thus, the Purchaser undertakes to (i) provide an answer to all requests from end customers as quickly as possible, (ii) to provide services compliant with Product quality and the SUPPLIER brand image, (iii) to meet the contractual deadlines defined with the end customer.

The Purchaser contracts with the end customer alone, and therefore bears full liability for the products and services they sell to the end customer. They therefore guarantee the SUPPLIER against all damaging consequences the SUPPLIER may suffer from the breach of any of the obligations the Purchaser may have taken on regarding third parties. Furthermore, the SUPPLIER will not be held liable in the event of non-payment or partial payment for the products and/or services by an end customer who has contacted the SUPPLIER's Web site.

Art 16 - Personal data

As part of the fulfilment of the Contract, each Party, acting as data controller, processes personal data, in particular (i) employee data (directors, employees, interns, temp workers and others) for the other Party in order to manage orders, deliveries, invoicing and commercial relationships between Parties; (ii) consumer data, in particular to carry out operations relating to customer management, after sales or product recalls. Likewise, with the prior consent of said consumers, the SUPPLIER may communicate their personal data to the Customer so that it may contact them and advise them on the Products. Taking into account the characteristics of the processing that is likely to be implemented and the independence of each Party in this processing, each Party will be considered as the controller of the processing that it carries out in this context. Regardless of the context in which they process personal data, the Parties undertake to comply with the obligations incumbent on them as data controllers and, in general, to comply with applicable data privacy regulations.

Each Party undertakes to comply with the information obligations incumbent on them and to guarantee the respect of the rights of those concerned. Each person concerned by this processing has the right to access their personal data, to request its correction, erasure, its limitation or to oppose its processing, to request the portability of their data or to make a complaint to the CNIL or give post mortem directives by contacting the specific department of the Party carrying out the processing at the following address: contactrgpd@nextpool.com.

Each Party acting as the data controller for the processes it implements, it is agreed between the Parties that each is fully liable for compliance with data privacy regulations and guarantees the other against all damaging consequences of the failure to comply with the obligations incumbent on them under this Contract.

Art 17 - General

If any of the provisions of this contract are cancelled, this invalidity will not result in the other provisions of these general terms and conditions being invalid and these will remain in force between the Parties.

The fact that the SUPPLIER does not apply any of the provisions of these general terms and conditions at any given time can never be construed as renouncement to apply them at a future date, in particular not claiming late payments.

In the event of a dispute, the parties accept to consider all electronic format texts as an original constituting proof and renounce challenging this proof unless its authenticity can be discussed.

Art 18- Applicable law - Jurisdiction

These general terms and conditions and all relationships with the Purchaser are exclusively subject to French law. The application of the Vienna Convention on the International Sale of Goods is expressly excluded. In the event of litigation of any kind or disputes relating to training or to fulfilment of the Contract, the Commercial Court for the SUPPLIER's registered office will have exclusive jurisdiction, notwithstanding any provisions to the contrary in the Purchaser's general terms and conditions of purchase, or any of their commercial documents.