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GENERAL TERMS OF SALE

28/10/2019

Applicable to the lamp, luminaire, candelabra and accessories sectors and services associated with these materials for lighting purposes.

All orders placed with LEC INNOV imply acceptance by the buyer of these general terms of sale and waiver by the latter of his own general terms of purchase. Clauses included on purchase orders or correspondence from the buyer cannot derogate therefrom, unless LEC INNOV's express agreement is stated in its offer or purchase order record.

1. GENERAL

Prices and information contained in catalogues, flyers and price lists are only indicative, and LEC INNOV reserves the right to make any changes in layout, shape, size or material to its devices, machines and machine components whose illustrations and descriptions appear on LEC INNOV's printed advertising. The option period for our offers and quotes is 90 days. Our supplies are limited to the materials described in the quote. Our offers are subject to revision based on the price revision formulas published by the Lighting Union. The sales contract, even in the event of a prior quotation or offer, shall only be considered complete subject to express acceptance by LEC INNOV of the buyer's order.

Each order gives rise to a special manufacture tailored to the buyer's order. In the absence of an objection by the buyer, within 48 hours, to our acknowledgement of receipt of the order, the terms and conditions specified on this acknowledgement of receipt shall be deemed accepted and irrevocable. Any subsequent changes to this acknowledgement of receipt may only be accepted by LEC INNOV following the buyer's written acceptance of the cost of this change calculated on the basis of the state of progress of the manufacture. Cancellation of an order by the customer is subject to LEC INNOV's written acceptance and shall oblige the buyer to pay for all expenses already incurred by LEC INNOV (provisioning, manufacture).

The weights stated on the quote or contract are only indicative; they may not, in any circumstances, form the grounds for any claim or price reduction when the material is sold on a fee basis. When the material is sold as raw material, the prices billed are based on the product supplied. The dimensions of the foundation blocks are only indicative; these blocks must be determined by the buyer, under his responsibility, taking into account the variations required by local conditions.

For additional supplies, prices and new deadlines shall be specially discussed by LEC INNOV and the buyer. In no circumstances may the terms for additional supplies prejudice those of the main order. Presentation materials must be returned within two months. Otherwise, they will be billed according to the terms of the offer, in accordance with the law.

LEC INNOV agrees to provide replacement materials for 10 years.

LEC INNOV does not guarantee that the replacement materials will be identical to the replaced materials.

2. INTELLECTUAL PROPERTY

LEC INNOV retains in full all intellectual property rights to its projects, studies and documents of any kind, which may not be shared or implemented without its written authorization. In the case of written communication, it must be returned to LEC INNOV at first request. Technology and know-how, whether patented or not, as well as all industrial and intellectual property rights relating to the products and services, remain the exclusive property of LEC INNOV. Only the buyer is granted a right to use the products on a non-exclusive basis.

3. DELIVERY TIMEFRAMES

Delivery will be deemed to have taken place in LEC INNOV's factories or stores. LEC INNOV shall be automatically released from all commitments relating to the delivery timeframe if the terms of payment are not respected by the buyer, or:

- in case of force majeure. Force majeure is considered to be any event beyond LEC INNOV's control that hinders its normal operations at the stages of manufacture or shipment of products.

- in case of events such as lockouts or total or partial strikes impeding the smooth operation of the LEC INNOV company or that of one of its suppliers, subcontractors or carriers, interruption of transport, the supply of energy, raw materials or spare parts, epidemics, war, requisition, fire, bad weather, natural catastrophe, equipment accidents, delays in transport or any other cases leading to reduced working hours;

- when the information to be provided by the buyer is not received by LEC INNOV in due time, or in case of changes or new specifications.

a) Delays

Delivery timeframes are given for information only and without guarantee.

A delay does not entitle the buyer to cancel the sale, refuse the goods or receive damages.

LEC INNOV reserves the right to complete the delivery in advance of the stated timeframe.

b) Penalties

No penalties for late delivery shall be accepted unless they have been the subject of special contractual provisions. In that event, they may not exceed 5% of the workshop or warehouse value of the materials remaining to be delivered. These penalties may only be applied if LEC INNOV is responsible for the delay and it has caused actual harm. They may not be applied if the buyer has not informed LEC INNOV in writing, at the time of the order, and confirmed, at the intended time of delivery, his intention to apply these penalties, or if LEC INNOV has not accepted them in writing. These penalties take the form of lump-sum and final damages, exclusive of any other form of compensation.

4. TRANSPORT

Our goods are transported at the risk and peril of the buyer, who is responsible for checking the shipments upon arrival, reporting any reservations and filing any claims with the carrier, even if shipping was free of charge. Our transport, free shipping and packing always requires unloading by the recipient, as the driver cannot do this on his own. Any additional shipping costs for which the buyer is responsible (due to an incorrect delivery address or the recipient's absence) will be automatically passed on.

a) Claims

Notwithstanding the legal obligations, in order to be accepted, all claims relating to the nature, type, characteristics, delivery slip or apparent quality of the products must be reported to LEC INNOV by registered letter with acknowledgement of receipt within a maximum of 8 calendar days from delivery.

b) Packaging

Non-returnable packaging is the responsibility of the customer and will not be taken back by LEC INNOV. In the absence of any special indications in this regard, the packaging shall be prepared by LEC INNOV, who shall act in the customer's best interest.

c) Returns

As each order gives rise to a special manufacture, returns of delivered products shall only be accepted in exceptional cases with LEC INNOV's prior written agreement and according to the terms set by LEC INNOV.

Upon acceptance of the return by LEC INNOV, the product must be returned within eight calendar days, in the condition in which it was delivered, regarding both the product and its packaging. In the event that the materials are damaged, the costs of restoration shall be borne by the buyer.

5. PAYMENT TERMS AND DUE DATES

The contract shall determine the terms of payment. The invoice shall state the date by which the payment must be made and the rates of the penalties applicable the day following the payment date given on the invoice. The payment due date is set at forty-five days end of month from the invoice date. Any longer timeframe is considered unreasonable under Article L 441-6 par. 9 of the Commercial Code. Failure to pay by a due date shall automatically entail the forfeiture of the term and consequently require the immediate payment of all sums due, including future instalments. All amounts not paid by the due date shall automatically, from the first day of the delay, and without it being necessary to issue a formal notice, incur interest at the rate of the European Central Bank, plus 10 points, in accordance with the provisions of Article L 441-6 par. 12 of the Commercial Code, without prejudice to putting an end to the infringement. LEC INNOV reserves the right to apply as a penalty clause an increase equal to 15% of the amounts due, and to apply a lump-sum indemnity of €40 for collection costs. For a first order, payment shall be made in cash upon receipt of the order. In the event of a dispute or of the partial execution of the contract, the payment shall remain due for the undisputed or partially executed part of the contract. The payment shall be deemed to be made on the date the funds are made available by the customer to LEC INNOV or its substitute. The services associated with the supply are payable in cash, net and without discount. LEC INNOV reserves the right to rescind the payment due date initially indicated and to require payment prior to shipment.

6. RESERVATION OF OWNERSHIP

LEC INNOV shall retain ownership of the goods sold until the effective payment of the full price. However, the transfer of the risks of loss or damage of the products takes place upon delivery to the buyer. Failure to pay any of the instalments may result in the goods being claimed back.

7. WARRANTIES

LEC INNOV is certified ISO 9001 version 2015 and, as such, certifies that all materials of its manufacture are delivered in perfect working order and have undergone all tests described in its procedures.

The time for which the performance of a piece of equipment is covered by the warranty does not in any way imply the average, maximum or actual lifespan of the equipment considered.

7-1. Defects giving rise to implementation of the warranty

LEC INNOV undertakes to remedy any failure of the supplied equipment resulting from a defect in equipment properly installed by qualified professionals having complied with all equipment-specific instructions provided by LEC INNOV, with respect to both commissioning and maintenance. The proper procedures are specified in the "Recommendations relating to the lighting of public roads", published by the French Lighting Association, and the "Outdoor Lighting Maintenance" brochure published and distributed by the Lighting Union. LEC INNOV's obligation shall not apply in the event of a defect arising from materials supplied by the buyer or from a design required by the latter, nor in the event of a malfunction due to causes external to LEC INNOV (vandalism, etc.).

LEC INNOV products must not be exposed to chemicals (cleaning, sealing, etc.) that could damage or degrade the mechanical integrity of one or more of their components.

The floodlights must be cleaned with products suitable for the materials of which they are composed.



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The use of acids, sodas or corrosive products must be strictly prohibited.

It is the buyer's responsibility to protect the installations against any risk of surge or lighting. LEC INNOV shall not be held responsible for damages due to this type of constraint. LEC INNOV shall not be held responsible for defects due to the equipment's operating environment or its connections, if the constraints were not explicitly stated before ordering (extreme temperatures, frequent haulage, etc.).

LEC INNOV shall not be held responsible for power supply conditions, including voltage peaks, overvoltage/undervoltage and current fluctuations beyond product tolerances and regulatory tolerances.

The warranty may not be applied in case of non-compliance with LEC INNOV's installation instructions, or in the case of modification or inappropriate use of power supplies, cables, connections or luminaires.

Similarly, the warranty shall not apply in case of repair or of damage due to incorrect handling or use.

7-I-A. The duration and enforceability of the warranty shall only be accepted by LEC INNOV if the buyer can demonstrate that the storage, installation, operation, maintenance and upkeep conditions defined by LEC INNOV have been respected.

7-I-B. LEC INNOV gives no warranty for materials combined without its agreement with other components in an assembly, or for modified or disassembled materials.

7-I-C. Repairs and replacement parts provided under the initial warranty shall be covered under the same terms and conditions as the original equipment, and for a new period equal to the initial one.

The warranty for the other parts and components of the initial supplies shall only be extended if required due to the downtime necessary for replacement or repair.

7-II. Warranty start date

The warranty period shall start on the delivery date stamped on the delivery slip accepted and signed by the buyer or his representative. If, at the buyer's request, the shipment of materials already manufactured in their entirety is deferred for a reason beyond LEC INNOV's control, the extension of the warranty period may not exceed three months beyond the initially defined delivery date.

7-III. Warranty period

Luminaires, candelabras, bases, electrical accessories

- Warranty against all manufacturing defects: 5 years

- Surface treatment warranty: 1 year

- Paint warranty: 1 year.

The surface treatment warranty shall only apply if the product has not undergone any treatment following its original treatment. The paint warranty only concerns the adhesion characteristics as defined in standard NF EN ISO 24-09 "Paints and varnishes: scratch tests".

7-IV. The buyer's obligations

To claim eligibility for the warranty, the buyer must, in writing and without delay, inform LEC INNOV of the defects he attributes to the equipment and provide all justifications; he must allow LEC INNOV to engage all means to proceed with a verification of the defects and to remedy them; he must refrain, unless agreed on in writing by LEC INNOV, from carrying out repairs or having them carried out by a third party. Failure to comply with these provisions shall void the warranty, except in cases of force majeure recognized as endangering personal safety.

7-V. Procedures for exercising the warranty

7-V-A. Once notified, LEC INNOV must remedy or rectify the defect observed with due diligence and at its expense for the sole purpose of fulfilling its obligations, reserving the possibility of modifying the equipment's components to obtain all the performances and warranties initially stipulated.

7-V-B. In the event that the repair of the equipment must be carried out on-site, LEC INNOV shall not cover the labour costs corresponding to this repair. LEC INNOV's obligations under this warranty shall not cover other costs or expenses, including but not limited to any costs or expenses associated with removal and/or relocation for any reason.

7-V-C. Parts replaced free of charge shall be returned to LEC INNOV and become its property.

7-V-D. If LEC INNOV sends a technician to the site on which the product is installed to examine and test the product, and the defect is not covered by the warranty, LEC INNOV reserves the right to issue an invoice for costs incurred by the technician sent to the site.

7-VI. Damages

LEC INNOV's responsibility is strictly limited to the obligations defined above, and it is expressly agreed that LEC INNOV will not be liable for any other compensation for consequential or non-consequential material or immaterial damages.

7-VII. Special warranties

In the context of a specific transaction, these warranties supplement the general terms and must be the subject of a written contract between LEC INNOV and the buyer. They shall only be accepted by LEC INNOV if they are accompanied by a technical definition of the risks covered and the specific conditions under which the equipment to be warranted will be required to be implemented, operated, maintained and kept in good condition.

8. LIABILITY

8-a) Liability for direct material damage.

LEC INNOV is responsible for repairing any direct material damage to the buyer that results from faults attributable to LEC INNOV in the execution of the contract. As a result, LEC INNOV is not responsible for repairing the damaging effects of faults by the buyer or third parties in relation to the execution of the contract, nor for damages resulting from the use by LEC INNOV of technical documents, data, or any other materials provided or whose use is required by the buyer and which includes errors not detected by LEC INNOV.

8-b) Liability for indirect and/or immaterial damage.

Under no circumstances shall LEC INNOV be liable to compensate for immaterial and/or indirect damages such as: operating losses, profit losses, commercial losses, etc. LEC INNOV's liability is strictly limited to the obligations expressly stipulated in the contract. All penalties and compensation provided for therein take the form of final, lump-sum damages exclusive of any other sanctions or compensation.

8-c) General provisions

With the exception of gross negligence by LEC INNOV and compensation for personal injury, LEC INNOV's liability is limited, for all causes, to an amount which, unless otherwise stipulated in the contract, is limited to the amounts received for the supplies or services on the date of the claim. The buyer guarantees the waiver of all recourse by its insurers or any third parties in contractual relationships with the buyer, against LEC INNOV or its insurers, beyond the limits and for the exclusions indicated above.

8-d) End of life

LEC INNOV fulfils its legal obligations regarding the end of life of the luminaires it puts on the market by financing the recycling network ERP, dedicated to WEEE. Its customers are therefore entitled to the collection of their used equipment. For more information, visit www.erp-recycling.org

9. SPECIAL CONTRACTS

9-a) Custom work

Regarding custom work, the manufacturer exclusively guarantees execution in accordance with the dimensions, tolerances and specifications it is given. Where the burden of supplying the material lies with the manufacturer, the latter shall, in the case of non-compliant or defective parts, if their number exceeds the tolerances, be required only to replace them free of charge, without being liable for damages. Where the materials or parts are supplied by the customer, the manufacturer, in the event of non-compliant execution that does not result from defects inherent to these materials or parts and covering a number of parts that exceeds the tolerances, shall be required, at the customer's choice, to either issue a credit corresponding to the manufacturing price of the rejected parts, or to re-execute the work using the materials or parts required and provided by the customer. Unless expressly provided under the contract, the manufacturer shall not be liable for loss or damage to the materials or parts entrusted to it in the event that a serious breach of the rules of prudence or diligence normally required for such work is detected.

9-b) Repairs

Unless expressly agreed otherwise, repair operations shall not give rise to any warranty other than that of the proper performance of the operations.

10. DISPUTES

If an amicable agreement cannot be reached, it is expressly agreed that any dispute relating to the contract shall be the exclusive jurisdiction of the court of Lyon, even in the case of a recourse in warranty or of multiple defendants.