

General Terms & Conditions of Sales

Art 1. General

In the absence of a contract concluded between OROS DIGITAL and the customer, or unless otherwise agreed to in writing, any order placed by the customer or any acceptance of OROS DIGITAL's offer implies the full acceptance of these general conditions of sale and the waiver by the customer of its own general conditions of purchase.

The information contained in commercial documents, notices and price lists is given for guidance only. OROS DIGITAL reserves the right to modify it at any time and without notice due to changes in technology or economic conditions.

Art 2. Orders

2.1 Orders shall be transmitted to OROS DIGITAL in writing by email or letter.

2.2 The commitment to deliver an order shall be effective only after OROS DIGITAL's written confirmation by email or letter.

Art 3. Delivery time

The delivery times indicated by OROS DIGITAL on the acknowledgement of receipt are given for guidance purposes only. For OROS DIGITAL hardware, the standard lead time is 2 to 4 weeks from receipt of confirmed order; for third-party equipment, 2 to 12 weeks (contact us for details). A delay in delivery shall neither entitle the customer to cancel the order nor give rise to the payment of any indemnity. Customers with urgent requirements are invited to contact OROS DIGITAL directly.

Art 4. Acceptance

The customer shall have 10 days from the delivery date to check the conformity of the products with the order and technical specifications. In case OROS DIGITAL has not received any written claim upon expiration of this period, the products shall be deemed accepted by the customer.

Art 5. Transfer of risk and title

5.1 Title to hardware products and to software media shall pass from OROS DIGITAL to the customer upon final payment of the price. In case of non-payment, OROS DIGITAL may claim the return of the products at the customer's risks and expenses, without prejudice to any other remedy.

5.2 Notwithstanding the retention of title, and except as otherwise specified in the acknowledgment of receipt the risk of loss and damage shall pass from OROS DIGITAL to the customer when the products are placed at the customer's disposal at OROS DIGITAL's premises (Incoterms 2020 — Ex Works). The customer is responsible for and shall bear all expenses related to shipping, insurance, and customs formalities for export and import of the products. Where products are exported outside the European Union under Ex Works terms, the customer shall provide OROS DIGITAL with valid proof of export (e.g., customs clearance declarations) within 30 days of shipment. Failure to provide such proof makes the customer liable for any duties, taxes, or penalties subsequently imposed on OROS DIGITAL by tax authorities.

Art 6. Prices

6.1 Except as otherwise specified the prices are expressed in Euros and are exclusive of any taxes. The freight and packaging costs are invoiced in addition.

6.2 Prices are firm and not subject to modification provided that the order is received by OROS DIGITAL within 30 days of the offer date or the date of any price list change.

Art 7. Payment terms

7.1 Products, specific developments, and resale purchases: payment at 30 days end of month by bank transfer.

7.2 Maintenance contracts and services (calibration, repair): payable in full at delivery or at the renewal date; 30 days from invoice date.

7.3 Any delay in payment shall automatically give rise to the payment of a late-payment penalty on the amount due at the annual rate of 15% (or the

maximum rate permitted by applicable law, whichever is lower). For customers subject to French law, a statutory fixed recovery fee of €40 shall also apply pursuant to Article L.441-10 of the French Commercial Code, without prejudice to OROS DIGITAL's right to claim full compensation for any actual recovery costs incurred.

7.4 Any overdue debt shall become immediately and fully payable as of right, and the execution of ongoing contracts may be suspended until full payment is received. The customer may not invoke a dispute or claim against OROS DIGITAL as grounds to defer or offset any payment due.

Art 8. Warranty - Liability

8.1 These warranty terms cover only OROS DIGITAL brand software, hardware and equipment — including new analyzers and OROS DIGITAL branded accessories — sold and delivered by OROS DIGITAL SAS or an approved OROS DIGITAL distributor. They apply to all OROS DIGITAL products unless superseded by special clauses defined at order level. Third-party products supplied by OROS DIGITAL are covered solely by the warranty of their respective manufacturer, which OROS DIGITAL will pass on to the customer where applicable. OROS DIGITAL warrants that its products shall conform to its published specifications on the date of delivery. OROS DIGITAL does not warrant that the operation of the software or hardware will be uninterrupted or error-free.

8.2 Unless otherwise stipulated, OROS DIGITAL shall, at its own option, repair or replace at its own cost any defective product within 24 months of the shipment date shown on the delivery slip. Defective hardware must be returned in its original packaging; OROS DIGITAL reserves the right to refuse any return that does not meet this requirement. The detailed scope of warranty coverage, the repair and correction procedures, and the applicable product reference documents are set out in the OROS DIGITAL Product Warranty Policy, which forms an integral part of these general conditions of sales.

8.3 The warranty shall not apply to defects resulting from: improper installation or inadequate maintenance; unauthorized modification or repair carried out by a party other than OROS DIGITAL after-sales service; misuse; operation outside the environmental or usage specifications; or connection to equipment not specified or approved by OROS DIGITAL.

8.4 OROS DIGITAL shall not be liable for any direct, indirect or consequential damages resulting from the use of the products.

8.4.1 On the assumption that the equipment sold is not intended for integration within a finished product, the organization and the financing of the entire costs related to the operations of managing the electrical and electronic waste resulting from the products subject-matter of this sales contract are transferred to the Customer who accepts them, in compliance with the DIRECTIVE 2012/19/EU OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 4 July 2012 on waste electrical and electronic equipment (WEEE). The Customer ensures the separate collection of waste resulting from the product which is the subject-matter of the sales contract, its treatment and its recovery, in compliance with the national legislation governing waste management.

8.4.2 On the assumption that the equipment sold is integrated within in a finished product, the integrator must be aware that he can be regarded as the “producer” of an electrical or electronic equipment as subject to the provisions of the DIRECTIVE 2012/19/EU on waste electrical and electronic equipment (WEEE) and that he will have to assume the entirety of the obligations the producers are liable to pursuant to article 9 §2 of the DIRECTIVE 2012/19/EU on waste electrical and electronic equipment (WEEE), as well as any law, regulation, and administrative provision for his application at national level, in particular the obligation to be registered as “producer”.

8.5 The foregoing warranties are expressly in lieu of all other warranties, express or implied.

Art 9. Intellectual property

9.1 Schematics, drawings, specifications, catalogues, technical documentation and software shall remain the exclusive property of OROS DIGITAL and shall not be disclosed or reproduced without OROS DIGITAL's prior written agreement.

9.2 This restriction does not apply to OROS DIGITAL's authorized distributors and partners, who may use and share technical documentation within the scope of their distribution or partnership agreement, solely for the purposes of selling, installing, and supporting OROS DIGITAL products. Any use beyond this scope requires prior written approval from OROS DIGITAL.

Art 10. Software licensing

10.1 OROS DIGITAL grants the customer a non-exclusive, non-transferable right to use the licensed software, subject to the following terms. The software license is tied to the protection key supplied with the product.

10.2 Unless otherwise agreed in a specific written contract, the customer shall not:

- reproduce the software or the associated documentation;
- distribute, sell, sub-license or otherwise transfer the software to any third party;
- reverse engineer, disassemble or decompile the software, except as strictly required by applicable law for interoperability purposes only, and not for the development of a competing or substitute product.

10.3 The customer shall not transfer the right to use the software, or the dongle to which it is tied, to any third party without the prior written agreement of OROS DIGITAL.

10.4 Software updates, maintenance versions, and new releases are provided under a separate maintenance contract. The license granted under this article does not entitle the customer to receive updates beyond those included at the time of purchase unless covered by such a contract.

10.5 In the event of loss, theft or damage to the dongle, the customer must notify OROS DIGITAL Customer Care. Replacement or re-issuance of a dongle may be subject to a fee. OROS DIGITAL cannot be held liable for any loss of use resulting from a lost or damaged dongle.

Art 11. Applicable law

These general conditions shall in all respects be governed by and construed in accordance with the laws of France. The parties expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods (CISG). Any dispute arising out of or in connection with these general conditions shall be finally settled by the courts of Grenoble (France).