

# General Terms of Sale

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English version

hap2U

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## General Terms of Sale

### Preamble

According to the current French legislation, our General Terms of Sale (GTS) are the sole basis for commercial negotiation with our purchasers. If there is no written agreement, any order received implies the unconditional acceptance of our general conditions of sale, despite any stipulations to the contrary that may appear in the purchaser's order forms.

The fact that the supplier does not refer at any given time to one or several provisions of the general conditions of sale cannot be construed as a renunciation and the supplier remains at all times free to demand their strict application.

### Article 1: Object

The company Hap2u, Hap2u, 48 Impasse Docteur Klein 38530 Pontcharra, France, registered at 'Registre du Commerce et des Sociétés' under 815 150 537, SIRET 815 150 537 00018, commercializes haptics products and services.

### Article 2: Price

The prices of goods and services are determined the day of the order is booked. They are labelled in Euros and calculated without taxes. Consequently, they will be increased by transportation costs and additional taxes (VAT) applicable the day of the order booking.

### Article 3: Rebates

Proposed prices include all rebates and discounts that hap2u could apply considering results, services and consulting the purchaser performs on its own behalf.

### Article 4: Discount

No discount will be given in the case of early payment.

### Article 5: Payment and deadlines

Unless otherwise stipulated in an order confirmation, goods are payable in Euro by bank transfer within 30 days of the date of invoice. The buyer will only be relieved of its obligations upon receipt of the payment by our bank.

Any new business relations will be established subject to either an advance payment or a minimum of 30% down payment before delivery or before the service begins.

For operations in foreign countries, our terms of payment will be the same, but payments will either be completed through SWIFT transfer to the designated bank account or by irrevocable documentary credit confirmed by a bank of our choice.

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The orders for which payment is provided by a documentary credit or is guaranteed by a standby letter of credit or any other type of security, such as a bond or a guarantee, will only be executed upon receipt of notification of the opening of an operational documentary credit without any conditions or the issue of a standby letter of credit, bond or guarantee as required.

Except for payments made before delivery or upon receipt of the goods, no discount will be granted in the case of an early payment.

### Article 6: Payment delay

In case of a partial or total delay in payment on the day of the delivery of goods, the purchaser must pay hap2u a penalty equal to 3 times the legal active interest rate. This penalty is calculated on the total amount, including VAT, which remains to be paid starting on the term date, without the need for formal notice.

In addition to these allowances, any amount including the deposit, not paid at its term will produce the payment of a fixed fee of 60 Euros entitled to recovering expenditures.

### Article 7: Reserve of property

Goods remain hap2u property until complete payment.

### Article 8: Delivery

The delivery will be made:

- Either directly to the purchaser
- Or at the place mentioned on the purchase order.

The delivery time given when the order is booked is purely informative and not guaranteed. Consequently, any reasonable delay will not give the purchaser the right to ask for damages or order cancellation. If goods are missing or damaged during transportation, the purchaser must formulate all needed reserves on the delivery and confirmed by postal mail with acknowledgement of receipt within 5 days after delivery.

### Article 9: Intellectual Property

Brands, domain names, software, pictures, videos, texts or more generally any information of intellectual property are and remain the exclusive property of hap2u. No cession of intellectual property is made with these GTS. Any total or partial reproduction, modification or use of these goods is forbidden.

Article 10: Force majeure

The execution of vendor obligations is suspended in case of any fortuitous case or force majeure. The vendor will inform in case of such an event as soon as possible.

Article 11: Litigation

All disputes arising out of or in connection with the present contract shall be settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

If the two parties decide not to call on arbitration, the dispute will first be brought before the Court of Commerce of our Head Offices or the Court of Commerce of Paris, and the applicable law will be French law. Nevertheless, the Supplier reserves the right to bring the dispute before the courts of the place of the purchaser's registered office, in which case the applicable law will be the Law of the country of the Debtor, or a neutral Law, i.e Swiss law.