



I - GENERAL CONDITIONS: All orders placed with JRI are subject to these conditions and no other conditions shall apply, including those appearing in the Client's purchase order. JRI and the Client will be referred as the "Parties".

II - PRODUCTS: Our Products (hardware, software, services) presented in our catalogues or prospectus can be subject to modifications without prior notice due to technical or regulatory changes.

III - OFFERS: The terms and conditions specified in our offers are fixed for a limited period of 30 days, unless otherwise specified between the Parties.

IV - ORDERS: Any purchase order from the Client is subject to a confirmation notice from JRI. If no claim or change is requested within eight days from this notice, the buyer will be deemed to accept all of our general terms and conditions as well as specific terms of the offer.

Any cancellation of a purchase order or of an accepted offer will be subject to cancellation fees representing 70% of the total price of said order.

V - DELIVERY: JRI will endeavour to meet the estimated delivery times, but cannot accept any liability whatsoever for failure to do so. Risk of loss or of damage to any goods passes to the Client at the time the goods leave JRI's premises. Delivery times given for products are "Ex Works".

All delivery costs, (specific packaging, freight, carriage, customs charges etc) are borne by the Client. Any onsite intervention cancelled by the Client less than 8 days before the previously-agreed scheduled date will be subject to cancellation fees.

All metrological documents will be sent by electronic mail or will be made available on the software or will be available during 1 month on an interne secured server (through a single use link included into the mail to access a compressed file with all the documents), unless specifically agreed in writing. When an offer will be issued and/or the Client the detail about the sending or access of the documents will be pacified. The metrological documents will be sent on PDF format after validation and signature by an authorized person. JRI will store the metrological documents during 3 months on dedicated, protected and secured servers.

VI - PRICES: Prices are quoted in Euros, "Ex Works" France and are exclusive of Value Added Tax. Accurate taxes, custom charges, and other charges will be added. Every endeavour is made to ensure the accuracy of prices quoted; no responsibility is accepted for any error or omission.

Prices included in our price list are subject to change but every effort will be made to give reasonable notice before the change is applied.

VII - SETTLEMENT TERMS: Unless otherwise agreed in writing by JRI, any purchase order is to be paid in advance before delivery, by bank transfer on the basis of a pro- forma invoice. Alternatively the purchase order can be paid by an irrevocable confirmed standby (or documentary) letter of credit drawn on a major French bank or on a foreign bank registered in France.

All bank charges and fees, incurred in settling our invoices and especially those levied by the receiving bank in France, are to be paid by the buyer.

Any late payment will automatically incur interest at 7 points above the European Central Bank highest rate during the previous three months, the interest amount to be calculated from the date of the invoice to the date of actual payment.

Irrespective of any settlement terms granted to the Client, fees for annual service contracts are payable in advance on receipt of the corresponding invoice. Any late payment will automatically interrupt services and deliveries.

VIII - GUARANTEE - LIABILITY: Our Products carry a one-year guarantee against manufacturing defects, malfunction, or abnormal wear. This guarantee does not cover damage caused by accidental misuse, incorrect use of the product, abnormal storage conditions, neglect in product use, or modification of hardware/software not carried out by JRI. This guarantee is limited to the sole replacement of the defective parts and the repair of the involved instruments, returned carriage paid to our factory, and excludes any damages or ancillary costs. Our deployment services carry a one month guarantee; beyond this, subscription to a maintenance contract is recommended. New releases of software are provided free of charge only if a service contract has been subscribed to. The guarantee starts from the date of the invoicing of the concerned product. For any guarantee application request, the purchase invoice should be produced. Under-guarantee repairs or interventions do not extend the guarantee limit granted at the sale of the product. Since our Products use complex electronic and computer technologies, JRI does not guarantee that Products and communication systems operate without interruptions or malfunctions which may occur in this type of products even under normal conditions. JRI commits only to means. Therefore the Client, who acknowledges having been informed of the natural risk of failure, has to take every precaution to minimize the damage in case of malfunctioning hardware, software or communications systems. Under these conditions, JRI responsibility cannot be engaged in case of malfunctioning affecting Products or communications systems. Furthermore, in no circumstances will our liability exceed the price of the faulty hardware or, if the client has subscribed a Service Contract, the value of the contract for a period of three months. No direct or consequential loss will be indemnified beyond this limit. However, JRI endeavors within the bounds of possibility to ensure the operation and the follow-up of its Products.

IX - REPAIRS - INTERVENTIONS: Except requests for repairs or intervention which may be made in the context of warranty or service contract, these requests will be subject to a quotation invoiced in a lump sum. Devices received by JRI and for which the quotation has not been accepted will only be sent back upon request, and if payment for the quotation, transport and packaging fees is received. Any device received in our plant for which the return will not have been requested during the following 12 months will be destroyed without notification. Accepted quotations for repairs will be free of charge.

When a device has been repaired by our after-sales service, the warranty is only applied to exchanged parts and related labor costs. The repair invoice will have to be presented in the case of any request for warranty.

Emergency replacement of a product, prior to the return of the default product in our premises, can only occur if a service contract has been subscribed to. Equally, access to our hotline is reserved for our users having no pending invoices unpaid and having subscribed to a service contract.

X - PROFESSIONAL WASTE: Professional waste is managed by the end user.

XI - RETENTION OF TITLE: Property and title to the goods shall not pass to the purchaser until all sums, including interest or legal costs due or owing to JRI, howsoever arising, have been received by JRI's bank and credited to the JRI's account. JRI reserves the right of lien and stoppage in transit and the right of resale of any goods when any said sums are due or owing.

XII - INTELLECTUAL PROPERTY: All software delivered by JRI, including related documentation, is and shall remain the exclusive property of JRI, and this for an unlimited period. The Client is therefore required to designate software as the property of JRI and the Client has no right to copy any software or related documentation without prior written authorization from JRI. Failure to respect the intellectual property rights of JRI will be subject to prosecution.

XIII - FORCE MAJEURE: All contracts and transactions are subject to force majeure.

XIV - JURISDICTIONS: All transactions and disputes will be governed by French Law and Incoterms 2010 and subject to French Courts.

XV - PROCESSING OF PERSONAL DATA: Personal information that may be communicated by the Client in its purchase order is intended solely for the execution thereof, in accordance with the provisions of the law of January 6th 1978 as well as the European regulation 2016/679 applicable since May 25th 2018. Thus, both Parties agree to handle together personal data, i.e. any information related directly or indirectly to a physical, identified or identifiable person, particularly with reference to a user ID as a name, login number or one or different specific particular elements (hereinafter referred to as « Personal Data »), which are conform to the regulation with regards to the treatment of personal data and the privacy protection applicable in Europe. Parties agree to undertake on their own responsibility all necessary steps, formalities, declarations and/or to obtain the authorizations concerning Personal Data that they treat or encounter during their exchanges.

Client's obligations: The Client takes all precautions when collecting these Personal Data from the users, to be conform with the current regulations, being the one in charge of the treatment and specifically the provisions of the Law of January 6th 1978 related to informatics, to files and to liberties, as well as the European Standard 2016/679 related to the protection of physical persons, when treating data with personal informations and related to the free exchange of these data.

The Client agrees to obtain the consent of his employees on the communication of their Personal Data, in a clear way, transparent and non-ambiguous, and especially the transfer of the data to JRI.

The Client is responsible of the treatment of the Personal Data that he transmits to JRI, who, acting upon the Client's instructions, is qualified as a subcontractor within the meaning of the regulations.

JRI's obligations: JRI agrees on behalf of his employees and potential subcontractors to treat the Personal Data within the strict and necessary scope of its contractual obligations; to take into account the nature of the treatment and to help the Customer, by appropriated technical and organizational measures, insofar as possible, to fulfil its obligation to follow up the demands from the end-users to exercise their rights (to this respect, the Client can at any moment express in name of an end-user, a request for access, rectification, limitation, deleting of the Personal Data communicated to JRI) ; to delete, upon the Client's choice, if expressed by written notice within eight (8) days, all Personal Data or to send them back to the Client at the end of the contractual relationship , and delete existing copies; to provide the Client with the necessary documentation to prove the respect of the obligations in this article; to keep file of the treatments, conform to the European regulations as described above, as from its application on May 25th 2018; to take security measures to ensure confidentiality, conservation and integrity of the Personal Data conform to the 95/46/CE directive.

JRI agrees to inform all security flaws to the control authority and to the Client under the conditions and within the delays required by the future regulation, that is to say within 72h after the incident, and to supply to the Client the name and the contact details of its delegate in charge of data protection if existing. **JRI** agrees to prove the conformity of the treatment activities with the coming European regulation, the measurement efficiency included. These measurements take into account the origin, the range, the context and the conclusions of the treatment, as well as the risk that this presents for physical persons' rights and liberties.