



## Price Offer

**ISTITUTO NAZIONALE DI ASTROFISICA - IAPS**

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00133  
ITALIE

ROME

Reference	Designation	Qty	Unit Price	Total
Bundle 1-1	<b><u>Bundle 1-1</u></b> <b><u>Fibers Specifications :</u></b> Type : IFG Core diameter : 300 µm Cladding diameter : 360 µm Numerical Aperture : 0.3 Fibers number : 15  <b><u>Bundle Design:</u></b> Length : 1.5 m +/- 100cm Side 1 : 1x Custom Connector - Linear Arrangement Side 2 : 1x Custom Connector - Linear Arrangement Jacket : Stainless Steel - OD : 7mm  <i>Following the drawing reference : Drawing_1-1 bundle Linear Ciccular SH 2xCC_LeVerreFluoré.pdf</i>	1,00	7531 €	7531 €
	<b><u>Shipping</u></b>	1,00	70 €	70 €

Delivery time : 12 weeks

Payment Term : 30 Days

Validity of the offer : 30 days

Total	€
EXW tax free	7601 €

%	Amount	Description	Method	Terms
100,	7 601,00	Terme de paiement 100%		

## General Terms and Conditions of Sale – Corporate Clients

### **Article 1 – Scope and Enforceability**

These General Terms and Conditions of Sale (hereinafter referred to as the “GTCS”) automatically apply to any sales of products (hereinafter referred to as the “Products”) or ancillary services (hereinafter referred to as the “Services”) marketed by LE VERRE FLUORE, a simplified joint-stock company with equity capital of 400,000 euros having its registered office at 1 rue Campus de Ker Lann, Campus de Ker Lann 35170 Bruz, and registered with the Rennes Trade and Company Register under number 311 623 839 (hereinafter referred to as the “Company”) to any corporate buyer in France or internationally (hereinafter referred to as the “Client” or “Clients”). Pursuant to current regulations, the GTCS are always submitted to the Clients prior to any order for Products and/or Services (hereinafter referred to as the “Order”). **The Client hereby acknowledges that they are fully aware of the GTCS and accepts them prior to placing an Order.**

They unreservedly apply to any sales concluded by the Client with the Company, regardless of the clauses in the Client's documents, and in particular their General Terms and Conditions of Purchase. The Company reserves the right to update or revise the GTCS without prior notice. The GTCS applicable to the Client are those in force at the time the Order is placed.

The information contained in the Company's catalogs, leaflets and any other technical documents is for guidance only and may be revised at any time. The Company is entitled to make any changes it deems necessary.

### **Article 2 – Product Description**

The Products marketed by the Company are either Products available in the Company's catalog (hereinafter the “Catalog Products”) or Products tailored to the Client's request (hereinafter the “Customized Products”).

### **Article 3 – Order Terms**

#### **3.1 Order**

The Company's acceptance of an Order for Catalog Products is confirmed by the dispatch of an order acknowledgment of receipt to the Client within a reasonable period of time.

For Customized Products, following negotiations between the Company and the Client, the Company issues a business proposal to the Client. Once the Company has received the business proposal signed by the Client, acceptance of the Customized Products Order is confirmed by the Company sending the Client an Order acknowledgment of receipt within a reasonable period of time.

The Product sale is only initiated subject to the Company's written acknowledgment of receipt of the Client's order.

Orders above twenty thousand (20,000) euros shall only be approved subject to the settlement of a down payment by the Client in accordance with article 4.3 herein.

In the event of any discrepancy between the Order and the Order Acknowledgment, the latter shall prevail.

#### **3.2 Order modifications**

Any Order modifications requested by the Client after the Company's acknowledgment of receipt shall only be taken into account within the limits of the Company's possibilities and at its sole discretion.

#### **3.3 Order cancellation**

Any cancellation of an Order by the Client after the Company has acknowledged receipt of the Order is subject to the Company's written approval. Should the Client cancel the Order, they undertake to pay the Company any costs incurred in carrying out the Order, by way of damages, and in compensation for the loss thus incurred by the Company.

#### **3.4 Order suspension**

Order suspensions are strictly subject to the Company's prior written consent. The suspension period shall be mutually agreed between the Company and the Client. Should the suspension lead to an Order cancellation, article 3.3 herein shall apply.

### **Article 4 – Prices and Payment Terms**

#### **4.1 Prices**

Products are supplied at the Company's prices applicable on the day the Order is placed, and, where applicable, in the specific business proposal issued to the Client. These prices are firm and non-revisable throughout their validity period, as indicated by the Company, and are subject to change at the end of said period.

These prices are in euros, net and exclusive of tax, ex works, including packaging. These prices do not include shipping, nor any customs charges, which shall be borne by the Client.

Special pricing conditions may be applied according to the Client's specific requirements, in particular concerning shipping and delivery times, or payment terms and conditions. In such cases, the Company will send the Client a specific business proposal.

#### **4.2 Payment terms**

The price is payable according to the terms stated in the catalog price offer and/or the specific business proposal sent to the Client, and on the due date stated on the invoice sent to the Client.

Payments must be made by bank transfer to the Company's bank account.

The Company's bank details are shown on the invoice issued by the Company. Any change in bank details shall be notified to the Client.

Payment by the Client will only be considered settled once all sums due have been credited to the Company's bank account.

#### **4.3 Down payments**

Orders over twenty thousand (20,000) euros will only be approved after the payment by the Client of a 30% down payment requested by the Company upon receipt of the Order, which will be invoiced.

This down payment shall under no circumstances be considered as a deposit, and the Company may demand payment of the full balance should the Client cancel the Order.

In any event, should the Company cancel the Order, the latter shall return the down payment to the Client.

#### **4.4 Late payment**

Any late payment of sums due by the Client beyond the due dates stated on the invoice shall give rise to the application of a late payment penalty owed by the Client to the Company. The late payment penalty is calculated on the basis of an interest rate equal to the interest rate applied by the European Central Bank to its most recent refinancing operation, plus ten (10) percentage points, from the day following the due date stated on the invoice until the date of actual payment. This penalty shall be automatically acquired by the Company, without further process or formal notice.

In addition, a lump-sum compensation for collection costs of forty (40) euros will be payable by the Client to the Company, *ipso jure* and without prior notice, for each invoice in arrears. The Company reserves the right to ask the Client for additional compensation if the collection costs actually incurred exceed this amount, on presentation of supporting documents.

#### **4.5 Rebates - Discounts**

The Client shall not be entitled to any rebate or discount for early payment.

### **Article 5 - Retention of Title**

**Until full payment of the price by the Client, the Company reserves title to the Products sold, and shall be entitled to reclaim the Products.**

The Client may not resell the Products until the price has been paid in full.

Furthermore, the Client may not incorporate them into other products, which must remain individually identifiable until the price has been paid in full.

The Client shall notify the Company of any measure involving security, legal process, seizure, requisition, confiscation or any other measure that may jeopardize the Company's title to the Products.

In this respect, any non-payment, or even partial non-payment, may result in the Products or their resale price being reclaimed at the Client's own costs. Products stored by the Client and sold by the Company are deemed to be unpaid Products.

### **Article 6 - Product Delivery and Shipping**

#### **6.1 Delivery times**

Unless otherwise expressly agreed, delivery or completion times are indicative only, and the Company undertakes to use its best endeavors to meet them, particularly in view of the constraints associated with the supply of raw materials. Delays in relation to the lead times indicated by the Company shall not be deemed sufficient cause for cancellation of the Order, refusal of delivery of the Products or termination of the contract, nor entitle the Client to any damages, compensation or penalties of any kind whatsoever, except in the event that the lead times have been expressly agreed in writing by the Client and the Company as being critical and mandatory.

#### **6.2 Delivery site and terms and customs clearance procedures**

Delivery will be made to the site agreed in the order form sent by the Client, by direct handover of the Products to the Client by a shipper or carrier.

The Client shall be responsible for the customs clearance procedures depending on the country of export.

The Company shall select the carrier responsible for delivering the Products to the Client. The Client may however decide to commission its own carrier by providing the Company with a valid carrier number and specifying the terms of delivery.

#### **6.3 Shipping and customs charges**

Shipping and customs charges shall be borne by the Client.

#### **6.4 Non-conformity of delivered products**

It is the Client's responsibility to visually check Product quality and quantity on delivery, and to state any reservations in writing on the delivery note. The Client then has a period of seven (7) days from the Product delivery date to file a complaint with the Company.

The Company shall, at the shortest notice possible and at its own expense, replace any delivered Products having non-conformities duly evidenced by the Client within the required period.

### **Article 7 - Transfer of Title - Transfer of Risk**

#### **7.1 Transfer of risk**

Products travel at the Client's risk.

#### **7.2 Transfer of title**

The title to the Products shall only be transferred to the Client following full payment of the price, whatever the delivery date, in accordance with the Retention of Title clause in article 5 herein.

### **Article 8 - Warranty**

The Products delivered by the Company to the Client are covered by a contractual warranty for a period of six (6) months from receipt by the Client, covering Product non-conformity with the Order and any latent defect resulting from a material, design or manufacturing defect affecting the Products delivered and rendering them unfit for use.

This contractual warranty is limited to the replacement of non-conforming Products or Products with hidden defects and is exclusive of any other warranty.

**The warranty does not apply in the following cases:**

- Apparent defects or conformity issues which the Client should have been aware of at the time of delivery of the Products within the time limits and conditions set out in article 6.4 herein.
- Replacements or repair work resulting from the Product's normal wear and tear, damage or accident due to dropping, impact, negligence, lack of supervision or maintenance, transformation of the Product and/or *force majeure*.
- Products that have been subjected to abnormal use, or that have been used in conditions other than their intended use.
- Products integrated into a system other than those supplied by the Company.
- Products specifically detailed by the Company as being prototypes or proofs of concept.

In order to assert their rights, the Client must notify the Company, in writing, of the non-conformity or defect within seven (7) days from the date of its discovery at the latest, failing which any action relating thereto shall be forfeited.

The Company shall replace or repair any defective Products or parts under warranty. This warranty also covers labor costs.

Replacement of defective Products or parts shall not extend the above mentioned warranty period.

**Article 9 - Liability**

**9.1 Product return and exchange**

Failing implementation of Product non-conformity upon delivery as referred to in article 6.4 and of the contractual warranty referred to in article 8 herein, the Products sold may neither be returned nor exchanged.

In particular, the Company accepts no liability if the Products are unsuitable for the Client's intended use, and shall not be obliged to refund or exchange them in such a case.

**9.2 Compliance with use recommendations**

Prior to installing or fitting the Product, the Client must read and comply with the information and recommendations featuring on Product labels, packaging, technical data sheets or on any other statement on the Product and/or instructions sent by the Company, before installing or fitting the Product.

**9.3 Consequential damages**

The Company shall not be liable for compensation for indirect damages such as operating losses, loss of profits, loss of opportunity, etc., which may arise as a result of Ordering the Products.

In any event, the Company's liability shall not exceed the amount paid by the Client for the Order.

**Article 10 - Hardship**

Should an unforeseeable change in circumstances under article 1195 of the French Civil Code occur between the Order placement and delivery, rendering performance of the Order excessively costly either for the Client or for the Company, providing they had not agreed to bear the risk, the affected party may ask the other party to renegotiate the terms of the Order.

Should such renegotiation fail or be refused, the parties may agree to terminate the sale.

**Article 11 – Force Majeure**

Neither party may be held liable in the event of *force majeure*, as defined under article 1218 of the French Civil Code and according to precedent as

ruled by the *Cour de Cassation* (Court of Cassation), preventing it from fulfilling its obligations hereunder.

Cases of *force majeure* within the meaning of this clause include IT hardware and network failures, power failures, acts of sabotage or terrorism, natural disasters, storms, fires, radioactivity, epidemics, infectious or chemical hazards.

Any party invoking a *force majeure* event must notify the other party by e-mail within seventy-two (72) hours of the onset of the said event. The performance deadlines for the obligations concerned may be extended for a period determined by the parties. The obligations shall be enforceable again once the effects of the *force majeure* event have ceased.

In the case of *force majeure*, the parties will endeavor in good faith to act with all due diligence to perform their obligations, insofar as possible. Should the event persist for more than one (1) month, the Contract shall be terminated *ipso jure* thirty (30) days after notification by the party invoking the case of *force majeure*.

**Article 12 - Intellectual Property**

**12.1** The Company retains all industrial and intellectual property rights relating in particular to its processes, expertise, drawings, design, trademarks, software, Products, including Catalog Products and Customized Products, photos, related technical documentation and prototypes, which are in no way transferred or conceded to the Client and may not be shared, used or executed by the Client without the Company's written authorization.

Any use by the Client is subject to the Company's written consent and must strictly comply with the Company's current graphic guidelines.

The Client undertakes not to depreciate or infringe the Company's brand image or rights in any way whatsoever.

**12.2** Upon request, the Client may benefit from a six (6)-month exclusivity period from the date of receipt of the Customized Products by the Client.

In this case, the Company agrees during this period not to offer for sale or sell to another Client the Customized Products dedicated to the Client who has requested exclusivity.

On expiry of this period, the Company will regain full freedom to sell the Customized Products to any third party other than the Client.

**12.3** The Company is under no obligation to inform the Client of the Products' composition and/or manufacturing processes.

**Article 13 - Confidentiality**

The Client is bound by strict confidentiality regarding any prototypes that may be sent to them as part of the development of the Customized Products.

**Article 14 - Personal Data**

Client personal data shall be processed by the Company. The data is stored in the Client record and is key for Order processing purposes. This information and personal data is also kept for security purposes, for compliance with legal and regulatory obligations. It will be stored for as long as necessary for the execution of the Order and any applicable guarantees.

The data controller is the Company. Access to personal data is strictly limited to employees authorized to process such data by virtue of their position. The information collected may be shared with third parties contractually bound to the Company for the execution of subcontracted tasks, without requiring the Client's authorization.

For the purposes of performing their services, third parties shall have only limited access to the data and are obliged to use it in accordance with the provisions of the applicable personal data protection laws. With the exception of the cases set out above, the Company will not sell, rent, transfer or give third parties access to the data without the Client's prior consent, unless it is obliged to do so for a legitimate reason.

In the event that the data is transferred outside the EU, the Client will be informed and the guarantees taken to secure the data (for example, the external service provider's adherence to the "Privacy Shield", adoption of CNIL-approved standard protection clauses, adoption of a code of conduct, obtaining CNIL certification, etc.) will be specified.

In accordance with applicable regulations, the Client has personal data accessibility, correction, deletion and portability rights, as well as the right to object to processing on legitimate grounds. These rights may be exercised by contacting the data controller at the following postal or e-mail address: [guillaume.marie@leverrefluore.com](mailto:guillaume.marie@leverrefluore.com)

In the event of a complaint, the Client may submit a claim to the Company's personal data protection officer at the Commission Nationale de l'Informatique et des Libertés.

**Article 16 - Waiver - Severability**

Should one or more clauses of these GTCS be voided as a result of a change in legislation or a court ruling, this shall in no way affect the validity of the other clauses, which shall remain applicable.

The fact that the Company does not avail itself of any of the clauses of the GTCS at a given time shall not constitute a waiver of its right to avail itself of said clauses at a later date.

**Article 17 - Applicable Law - Language of the Contract**

These General Terms and Conditions of Sale and the transactions arising from them are governed by French law.

They are written in French. Should they be translated into one or more languages, only the French text shall prevail in the event of a dispute.

**Article 18 – Disputes – Mediation – Competent Jurisdiction Clause**

For any questions regarding the enforcement of the GTCS, the Client is advised to send their query to the Company's customer service team by e-mail to: [sales@leverrefluore.com](mailto:sales@leverrefluore.com) or by mail at the following address: Le Verre Fluoré, 1 rue Gabriel Voisin, campus de Ker Lann, 35170 Bruz, France

**Any disputes arising with a Client regarding the GTCS that have not been settled amicably between the Company and the Client shall be brought before the COMMERCIAL COURT OF RENNES, which shall have jurisdiction even in cases of third party claims and plurality of defendants. The jurisdiction of the Court shall apply in all cases, whether involving a substantive claim, an interlocutory application, an action on the merits or a summary procedure.**

Furthermore, in the event of legal proceedings or any other debt collection proceedings undertaken by the Company, the summons, court, lawyer and bailiff fees, and all ancillary costs shall be borne by the Client in default, as well as any costs related to or resulting from non-compliance by said Client with the terms of payment of the given Order.

The Company elects domicile at its registered office as stated in Article 1 herein.