etep

ETEP-CGV-001

General conditions of sale

2026 edition — in force from 1 January 2026

Reference	ETEP-CGV-001
Issue	A
Date	2026-01-01
Classification	Public
Written by	Sales management
Checked by	—
Approved by	—

Issue	Date	Purpose of the change	Author
A	2026-01-01	Creation. Supersedes the 2024 edition: EXW Incoterm, 25 / 65 / 10 schedule, payment within 30 days, late-payment penalties raised to the legal minimum, export control, confidentiality, personal data, governing law and jurisdiction.	—

ETEP — Public document · Étude Technique en Électronique Professionnelle (ETEP) — a French SARL with share capital of €68,603 — ZAC des Bousquets, 380 rue de l'Initiative, 83390 Cuers, France — SIREN 391 495 108 — VAT FR24391495108

1. Purpose and scope

These general conditions of sale form, in accordance with article L.441-1 of the French Commercial Code, the sole basis of the commercial negotiation between ETEP and its professional customers. They apply to all sales of products and to the related services, in France and internationally.

Placing an order implies unreserved acceptance of these conditions. They prevail over any contrary provision in the customer's documents, in particular over its general conditions of purchase, unless ETEP has expressly agreed otherwise in a signed written document. A specific contract signed by both parties prevails over these conditions for the matters it expressly covers.

ETEP's failure to invoke any of these clauses at a given time shall not be construed as a waiver of its right to do so later.

2. Quotations and orders

ETEP's quotations are valid for the period they state and, failing that, for thirty (30) days. Catalogues, brochures and datasheets are provided for information only and do not constitute an offer.

An order binds ETEP only once ETEP has confirmed it in writing, by letter or by email. The sale is formed on the date of that confirmation, hereinafter the order acknowledgement.

3. Technical evolutions

ETEP reserves the right to make any modification or improvement to its products that it considers useful, with no obligation to apply it to products already delivered or being delivered, **provided that the contractual characteristics of the product ordered are maintained**. Any modification affecting a contractual characteristic requires the customer's prior written agreement.

In order to secure its supplies or to limit the effect of obsolescence, ETEP may substitute a component or item of at least equivalent characteristics, on the same terms.

4. Cancellation and postponement

An order accepted by ETEP may not be cancelled or postponed without ETEP's written agreement.

Where a cancellation is accepted, the customer shall indemnify ETEP for the costs actually and irrevocably incurred at the date of cancellation — materials, components, sub-contracting, work performed, specific engineering — **plus 10% of the order value** in respect of lost margin, the total not exceeding the value of the cancelled order. ETEP shall substantiate those costs at the customer's request.

Where a postponement is accepted, no indemnity is due provided the postponement does not exceed six (6) months. Beyond that period, storage and preservation costs are invoiced, and the postponement amounts to a cancellation if ETEP so notifies in writing.

Any deposit already paid is set off against the indemnity due.

5. Intellectual property

Drawings, designs, models, specifications, software, documentation and, generally, any document or item supplied by ETEP remain its exclusive property. They may not be reproduced, disclosed to a third party, or used for any purpose other than that provided for in the contract without ETEP's prior written agreement, and shall be returned or destroyed at its request.

The sale of a product does not transfer any intellectual property right. The customer is granted, over the software supplied, a personal, non-exclusive and non-transferable right of use limited to the product it is delivered with. Decompilation and reverse engineering are prohibited, within the limits of article L.122-6-1 of the French Intellectual Property Code.

6. Delivery — Incoterm and lead times

Sales are made EXW — Ex Works, Cuers (Incoterms® 2020), with the following two adjustments, expressly agreed:

- ETEP loads the products onto the vehicle made available by the customer or its carrier;
- where export of the products requires a French or European licence or authorisation, **ETEP carries out the export customs formalities as exporter of record**, at the customer's cost, the customer providing every document required for that purpose (see article 13).

Risk passes when the products are placed at the customer's disposal on ETEP's premises. Products travel at the customer's risk, whatever the transport and freight payment arrangements may be.

Lead times are given in good faith and run from the latest of the following dates: order acknowledgement, receipt of the deposit, or receipt of the information, equipment and authorisations owed by the customer. They are suspended by operation of law by any failure of the customer to meet its obligations.

Should a delay attributable to ETEP exceed four (4) weeks, the customer may claim liquidated damages of **0.5% of the ex-VAT value of the delayed products per complete week of delay, capped at 5%** of that value. Those liquidated damages constitute the sole and exclusive compensation for the delay. **Beyond twelve (12) weeks of delay**, the customer may terminate in writing the undelivered part of the order, with no further indemnity.

Should the customer fail to collect the products within fifteen (15) days of their being placed at its disposal, ETEP shall invoice storage and insurance costs and may, after a formal notice left without effect for thirty (30) days, terminate the sale and retain the deposits as compensation.

7. Receipt and reservations

The customer shall check the number and condition of the products on receipt. Any reservation concerning a non-conformity or visible damage shall be notified to ETEP **within ten (10) working days** of receipt, by registered letter or by email with acknowledgement of receipt, describing precisely the defect observed. After that period the products are deemed conforming, without prejudice to the warranty under article 9.

Where damage or loss occurs during transport, it is for the customer to bring its claim against the carrier in the forms and within the time limits of articles L.133-3 and L.133-4 of the French Commercial Code.

8. Force majeure

Neither party shall be liable for a failure to perform its obligations, other than payment obligations, resulting from an event of force majeure within the meaning of article 1218 of the French Civil Code.

The following are regarded as such, where they meet the characteristics of force majeure: natural disaster, fire, war, act of terrorism, riot, epidemic or pandemic and the administrative measures taken in response, cyber-attack, general or sectoral strike, lasting interruption of transport or of energy or telecommunications networks, shortage of raw materials or components affecting the market as a whole, and **the refusal, withdrawal or suspension of an export licence** or any embargo or international sanctions measure.

The affected party shall inform the other without delay and lead times are suspended. Should the event continue beyond six (6) months, either party may terminate the unperformed part of the order in writing, with no indemnity on either side, the customer paying for the work performed.

9. Warranty

ETEP warrants its products against any defect of material, manufacture or design for **twenty-four (24) months from the date they are placed at the customer's disposal** on its premises.

The customer shall inform ETEP of the defect without delay after discovering it, in writing, stating the product, its serial number and the circumstances of the defect, and shall request a return authorisation. The product is returned to ETEP's premises at the customer's cost, in its original packaging or equivalent. After examination, **ETEP shall repair or replace the product acknowledged to be defective, at its option and according to what the condition of the product warrants**, and return it to the customer at its own cost. The repaired or replaced part is warranted for the remainder of the warranty period, which may not be less than ninety (90) days.

The warranty does not cover: normal wear; defects resulting from materials, specifications or designs imposed by the customer; lack of maintenance, negligence, or use not in accordance with the documentation or outside the product specification; installation, intervention or modification carried out without ETEP's written agreement; accidental damage and events of force majeure.

Unless ETEP has agreed in writing beforehand, the customer shall not carry out any repair itself or through a third party; failing which the warranty ceases to apply to the product concerned.

10. Liability

ETEP's liability arises on the basis of these conditions to the exclusion of any other. It is **limited, for all heads of loss and all causes taken together, to the ex-VAT amount of the order giving rise to the damage**.

Indirect and non-material losses are excluded, in particular loss of operation, loss of production, loss of data, loss of opportunity, grounding of an aircraft or immobilisation of a test bench, commercial loss and third-party claims.

These limitations do not apply in cases of wilful misconduct, gross negligence, personal injury, or where the law prohibits them.

The customer declares that it has verified the suitability of the products for its need and its use; it is for the customer to integrate and qualify them within its installation.

11. Prices and payment

Prices are expressed in euros, excluding taxes, EXW Cuers. They are firm as at the date of the order acknowledgement.

However, should the price of raw materials or components used in the products vary by more than 2% between the date of the quotation and the date of delivery, ETEP may pass on that variation in the same proportion, on production of supporting evidence. The customer then has fifteen (15) days to cancel the unperformed part of the order without indemnity.

Payment schedule applicable unless otherwise agreed, matching the one stated on ETEP's quotations: 25% on order, **65%** on delivery, **10%** on acceptance.

Acceptance takes place upon the customer's written acceptance and, failing any written reservation from the customer, **the products are deemed accepted thirty (30) days after delivery**. The 10% balance falls due on that date. That thirty-day period is distinct from the period for reservations for shortage or visible damage set out in article 7, which continues to apply.

Payments are made by bank transfer to ETEP's registered office, to the account stated on the invoice. **Invoices are payable within thirty (30) days of their issue date**, a period shorter than the maxima set by article L.441-10 of the French Commercial Code.

Any late payment automatically gives rise, without prior formal notice, to late-payment penalties equal to three (3) times the French legal interest rate in force, together with a fixed recovery indemnity of forty (40) euros (articles L.441-10 and D.441-5 of the French Commercial Code). Where the recovery costs actually incurred exceed that fixed amount, ETEP may claim the balance on production of supporting evidence.

Late payment further entitles ETEP to suspend performance of current orders and renders all sums due immediately payable, after a formal notice left without effect for eight (8) days. No claim entitles the customer to withhold or defer a payment.

Where the customer's solvency clearly deteriorates, ETEP may require payment guarantees before accepting an order or before delivery; failing which it may decline the order or suspend its performance.

12. Retention of title

ETEP retains ownership of the products until full payment of the price and its accessories. The remittance of a bill of exchange or of any instrument creating an obligation to pay does not constitute payment; only actual collection discharges the customer.

Risk nevertheless passes when the products are placed at the customer's disposal, in accordance with article 6. The customer shall keep products not paid for in full in perfect condition, identify them as belonging to ETEP, insure them against all risks with a reputable insurer and subrogate ETEP in its rights against that insurer. It shall inform ETEP without delay of any seizure or third-party action affecting the products.

Where payment remains outstanding eight (8) days after a formal notice, ETEP may require the return of the products at the customer's cost, without prejudice to any damages.

13. Export control and compliance

ETEP's products may fall under dual-use goods regulations (Regulation (EU) 2021/821), under war material and assimilated material regulations, or may contain items subject to foreign regulations, in particular United States regulations (ITAR, EAR).

Every order is entered into subject to the condition precedent that ETEP obtains the necessary export licences and authorisations. Should an authorisation be refused, withdrawn, suspended or made subject to unacceptable conditions, ETEP may suspend or terminate the order, with no indemnity other than the return of sums received for the undelivered part.

The customer undertakes to provide any document required by the authorities — in particular an end-user certificate, a non-re-export undertaking, a description of the use and of the final destination — and warrants the accuracy of the information provided. It shall not export or re-export the products, in whole or in part, in breach of the applicable regulations or to any person, entity or destination subject to an embargo or to international sanctions.

Each party declares that it complies with anti-bribery and anti-influence-peddling regulations, in particular French Law no. 2016-1691 known as Sapin II. A breach by the customer of any of these obligations entitles ETEP to terminate the order automatically, at the customer's fault.

14. Confidentiality

Each party shall keep confidential the technical, commercial and financial information received from the other in the course of the relationship, shall disclose it only to those of its staff and sub-contractors who need it and who are bound by an equivalent obligation, and shall use it only to perform the contract.

This obligation applies for the duration of the relationship and for five (5) years thereafter. It does not cover information that is public, already known to the recipient free of any confidentiality obligation, lawfully obtained from a third party, independently developed, or whose disclosure is required by law or by an authority — in which case the other party is notified without delay.

15. Personal data

In the course of the commercial relationship, ETEP processes the identification and professional contact data of the customer's representatives — name, role, email address, telephone — for the purposes of managing quotations, orders, invoicing and support. The legal basis is the performance of the contract or ETEP's legitimate interest in managing its customer relationship; the data is kept for the duration of the relationship and thereafter for the statutory retention periods.

Data subjects have rights of access, rectification, erasure, restriction, objection and portability, exercisable at contact.us@etep.com. The privacy policy published on www.etep.com sets out the processing in full.

16. Assignment and sub-contracting

The customer may not assign or transfer the order, in whole or in part, without ETEP's prior written agreement. ETEP may use sub-contractors of its choice and remains responsible to the customer for their performance.

17. Severability and entire agreement

Should any provision of these conditions be held void or unenforceable, the remaining provisions shall retain their full effect and the parties shall replace it with a valid provision of equivalent economic scope.

These conditions, the quotation, the order acknowledgement and, where applicable, the signed specific contract express the entire agreement of the parties on their subject matter.

18. Governing law, language and jurisdiction

These conditions and all sales they govern are subject to French law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (Vienna Convention) and of conflict-of-law rules.

These conditions are drawn up in French and in English. **In the event of any discrepancy in interpretation, the French version prevails.**

Any dispute relating to their formation, interpretation, performance or termination falls within the exclusive jurisdiction of the Commercial Court of Toulon (Tribunal de commerce de Toulon), France, including where there are several defendants, third-party proceedings, urgent proceedings or applications.