

General Terms of Sale

Version 5.00 - Effective date June 1th, 2017

Any order placed implies full acceptance of the following General Terms of Sale. To be valid, any amendment or individual agreement must be accepted by STid in writing.

I. VALIDITY OF OFFERS AND REQUESTS

The Buyer is bound by any quotation it signs, from the execution date. STid is contractually bound only from the date at which the purchase order confirmation is issued.

Unless otherwise stated, STid quotations are valid for 3 months following their issue. Any order implies full acceptance of the following General Terms of Sale, regardless of any other terms stated in the Buyer's documents.

Terms negotiated verbally or with STid sales staff shall be considered as definitive only after written confirmation. No amendment can be accepted after the purchase order, unless agreed in writing by both Parties. No purchase order can be cancelled without written agreement, and provided that all cancellation costs are borne by the Buyer (administrative fees, packing and transportation costs, reprogramming costs where applicable, etc.). Any changes to the delivery schedule at the express request of the Buyer can give rise to additional fees or a price adjustment, on the basis of a new proposal that STid will submit to the Buyer.

Unless otherwise agreed, purchase orders shall be accepted as firm orders only after receipt of a 30% advance payment by cheque confirming the order. STid reserves the right to make partial deliveries and issue the corresponding partial invoices. In such cases, the Buyer cannot claim to wait for the remaining goods to be delivered in order to postpone the payment of the goods already received.

The minimum order value is €200.00 (excl. VAT). Below this amount, a fixed processing fee €50.00 shall be applied.

II. CUSTOMISATION / TAG SERVICES

The Buyer undertakes to supply to STid with the elements necessary for customizing your readers. These elements must comply with the technical specifications detailed in the technical specification file.

The colors as they appear on the screen when viewing the screen proof may be different from those that will be printed on your reader. The final printed results may also depend on the reader materials. It is recommended to order a proof on the final product (referred to as "press proof") in order to visualize the final printed result.

If the proof form is sent by STid using fax, e-mail or mail, the Buyer undertakes to return it signed in the same way.

With no obligation to provide specific advice to the buyer regarding graphic design, STid may inform him of any modifications it considers necessary to apply to the buyer files to make them production-compatible. These modifications shall be implemented by the buyer at their own liability.

A tolerance about the logo position is accepted by STid

Signing as "Approved to Print" means that the buyer agrees the document contents are compliant. STid will therefore be liable for its contents. STid can in no case be liable for any aspect that was not signaled on the proof (color, size, position, quality of graphics, etc.).

Signing as "Approved to Print" also exempts STid from any liability for errors or omissions observed after manufacture, or any defects in the original file you supplied.

Production will commence once the screen proof, signed by the buyer as "Approved to Print" without reservations, has been returned to STid.

STid shall not be liable for any order produced following receipt of the screen proof "Approved to Print", returned by fax, e-mail or mail.

The Buyers are assumed to hold the relevant rights to reproduce any documents, images, logos and fonts sent for printing by STid, under the appropriate Intellectual Property laws. The Customer shall be fully liable for any losses claimed by a third party.

In no case can STid be liable for any infringement of third party intellectual property rights with respect to the elements supplied by the buyer.

It is hereby understood that STid uses the services of graphic design professionals who are capable of understanding and implementing the instructions stated in the technical specifications file.

Any modifications to the logo or visual identity guidelines shall be performed by you.

Corrections: if a correction to the files is required, the Buyer must send STid an e-mail specifying which purchase order requires correction and send the corrected file in a ready-to-use form.

STid shall not be liable for any order processed following receipt of signed approval by fax or e-mail or even without approval, by or under the instructions of the Buyer.

The printing technologies used in tampography and digital UV printing are designed for customization of STid readers for indoor and outdoor use. However, many factors can effect use of the reader (weather conditions, exposure to UV light, usage conditions, maintenance, etc.), STid cannot guarantee the durability of the print rendering throughout product service life. Consequently, STid cannot guarantee the durability of tampography or digital UV printing on the readers and cannot be liable in this respect.

The buyer acknowledges that a tolerance margin of approximately one millimeter applies to the logo position, and this is considered to be acceptable by the Parties.

III. PRICES

The prices published by STid are guide prices and STid reserves the right to change its price list without notice. STid prices exclude tax and shipment costs and are quoted EXW – Grésasque / France (EX-Works), in consideration of the current economic and fiscal situation. Should these conditions change (e.g. increase in raw material prices, exchange rate variation), our prices could change in accordance with the authorised legal dispositions.

IV. SHIPMENT

Goods shipped by STid are shipped at the Buyer's expense and risks, unless otherwise stated and expressly agreed by STid at the time of purchase, even if exceptionally the goods are shipped carriage paid. The Buyer is responsible for checking the packages delivered and goods upon receipt, and bringing action against the carrier if necessary. The Buyer must therefore check the scope and/or extent of any rights to claim, since STid can in no way and under no circumstances be held liable for the carriage of goods. The payment of transportation costs by STid under a "carriage paid" sale does not imply any obligation on the Seller's part with respect to this specific service that is performed for and on behalf of the Buyer alone.

V. DELIVERY TIMES

The delivery times stated in STid offers are given for information only. It is expressly agreed that penalties shall not be applicable in the event of late delivery. Each purchase order will be acknowledged by STid, with an estimation of the delivery lead time.

VI. PAYMENT TERMS

Invoices shall be payable at 30 days net from date of invoice by any Buyer with a credit account with us. For any new customer, STid will provide the forms to be filled in by the Buyer to open an account. For a first order, payment shall be made in full at the time of order. All payments must be made at the due date. A breach of payment conditions may cause a suspension of all future deliveries. STid shall be entitled to terminate the contract or the remaining part of it, at its own discretion, without prejudice to its right to compensation.

In addition, late payment shall as of right incur a late payment penalty payable by the Buyer, calculated on the most favourable base for the seller, between the European Central Bank refinancing rate plus 10% and 3 times the statutory interest rate. Late payment interest shall be applicable from the day after the payment due date and until the amount owed is paid in full. Furthermore, in the event of late payment, the seller will be able to request an indemnity for recovery costs of 40€ in accordance with the decree n°2012-1115 of 10 October 2012, without prejudice to its right to claim the refund of lawyers and other officials costs in case of litigation procedure.

VII. TECHNICAL ACCEPTANCE

a) Any claim relating to the conformity of the nature or quantity of the goods with the purchase order should be sent by registered post with acknowledgement of receipt, within eight days of delivery to the Buyer.

b) No goods delivered will be exchanged or taken back without STid's prior written agreement, subject to reimbursement of the costs of this operation. The receipt of returned goods without STid's prior written agreement cannot be considered as a tacit acceptance of an exchange or replacement.

VIII. TRANSFER OF RISKS AND RESERVATION OF TITLE

The liability for all risks, losses or damage to the goods ordered will be transferred to the Buyer after notification by STid that the goods are available in Grésasque - France, the EXW conditions as described in Articles 3 and 4. Title of ownership shall only be transferred after full payment of the sale price and related costs. In the event of payment default relating to any fraction of the price at the agreed due date, and 8 days after notice of overdue payment by registered post with acknowledgement of receipt, the sale contract shall be terminated as of right, at STid's discretion. In such cases, the delivered goods, which are STid's property, will be taken back, and any amount already paid for these items will remain the property of STid.

IX. WARRANTY

For applicable Product warranty, please see the STid Warranty Policy available at http://stid.com/uploads/documents/STid-Warranty-Policy_US.pdf

X. LIMITED LIABILITY

The Buyer undertakes to subscribe an insurance policy to cover all these risks, and to obtain a certificate that its insurance company waives its right to bring legal action against STid. The Buyer shall rely on its own judgement and know-how to assess the compatibility and suitability of the equipment supplied in accordance with its contract. The Buyer is responsible for performing all necessary tests to ensure the compatibility of the purchased equipment with the system to which it is to be connected and its fitness for the intended purpose. STid shall not be liable for any knowledge that it, or its employees, may have regarding the final use or purpose of the products supplied. STid's liability is strictly limited to the compliance of the product with its technical specifications.

Except for the limited warranty described in Article 8, STid shall under no circumstances be liable for any direct or indirect, incidental or consequential, related or specific losses suffered by the Buyer or user of STid products, including but not limited to loss of profits or earnings, wasted time, loss of or damage to the Buyer's records or data, or any third party claims arising from any application by the Buyer using a STid product for its own benefit or a third party. In any case, the STid liability does not exceed the amount of the current order.

XI. JURISDICTION

These General Terms of Sale are governed by the French law. Any dispute regarding these Terms that cannot be settled out of court shall be brought before the Commercial Court of Marseille, France, regardless of the purchasing terms and payment method. The recovery of monies owed to STid shall be subject to a fixed compensatory interest and penalty of 15% of the amount to recover, in addition to late payment interest.