

RECKON DRIVES INTERNATIONAL SAS

4 rue Georges Guynemer – 42160 Andrézieux-Bouthéon – France
SAS with share capital of 300,001.00 € – RCS Saint-Étienne n° 82448393700044

GENERAL TERMS AND CONDITIONS OF SALE

Article 1 – Scope

These General Terms and Conditions of Sale ("Terms") apply to all quotations, sales and deliveries of planetary, right-angle, harmonic speed reducers, strain wave gearboxes and related mechanical components ("Products") supplied by Reckon Drives International SAS ("Seller") to professional customers ("Buyer").

These Terms constitute the sole basis of the commercial relationship and prevail over any purchasing conditions of the Buyer, unless expressly accepted in writing by the Seller. By placing an order, the Buyer unconditionally accepts these Terms.

Article 2 – Quotations and Orders

Quotations are valid for thirty (30) days from their date of issue, unless otherwise stated. No binding contract is formed until the Seller has issued a written order confirmation.

Technical specifications, torque ratings and performance values provided in documentation are for reference purposes only and may be modified without prior notice as part of the Seller's continuous improvement process.

Article 3 – Prices and Incoterms

Prices are expressed in USD unless otherwise agreed in writing. They are quoted exclusive of VAT, customs duties, import taxes, transport, insurance and local charges.

Unless otherwise agreed, delivery is on Incoterms® EXW – Seller's production facility, China (Incoterms® 2020). Risk of loss or damage to the Products transfers to the Buyer when the Products are made available at the Seller's premises.

Article 4 – Payment Terms

Payment is due within thirty (30) days from the invoice date, subject to credit approval. The Seller reserves the right to require advance payment for any first order.

In accordance with Articles L. 441-10 and L. 441-11 of the French Commercial Code, any late payment shall automatically and without prior notice give rise to:

- late payment penalties at a rate of three (3) times the applicable French statutory interest rate; and
 - a fixed recovery indemnity of forty (40) euros.
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Article 5 – Retention of Title

Ownership of the Products shall remain with the Seller until full payment of all amounts due in principal and ancillary charges. This clause is enforceable against third parties from the date these Terms are accepted, in accordance with Articles 2367 et seq. of the French Civil Code.

The Buyer undertakes to keep the Products identifiable, not to dispose of or encumber them with any security interest prior to full payment, and to promptly notify the Seller of any insolvency proceedings or seizure affecting the Products.

Article 6 – Delivery

Delivery times are provided as estimates only. They may be extended in the event of circumstances beyond the Seller's control, including supply difficulties, logistics disruptions, customs procedures or force majeure events within the meaning of Article 1218 of the French Civil Code.

No delay shall entitle the Buyer to cancel an order or claim damages unless a firm delivery date has been expressly agreed in writing and such date is exceeded by more than thirty (30) days without justification.

Article 7 – Inspection and Claims

The Buyer must inspect the Products upon receipt. Any claim relating to transport damage, quantity discrepancies or visible defects must be submitted in writing within seven (7) business days of delivery, in accordance with Article L. 133-3 of the French Commercial Code.

After this period, no claim will be accepted in respect of apparent defects or shortages.

Article 8 – Warranty

The Seller warrants that the Products are free from manufacturing defects for a period of twelve (12) months from receipt by the Buyer. This warranty is limited, at the Seller's sole discretion, to the repair or replacement of the defective Product, to the exclusion of any other compensation.

The warranty does not cover damage resulting from improper installation, misuse, overload, incorrect lubrication, modification by the Buyer, or normal wear and tear.

This warranty is without prejudice to any mandatory statutory warranties applicable under French law, including those for latent defects under Articles 1641 et seq. of the French Civil Code, to the extent applicable in a B2B context.

Article 9 – Limitation of Liability

To the maximum extent permitted by applicable law, the Seller's total liability for any claim shall not exceed the amount (excluding tax) paid by the Buyer for the Products concerned during the twelve (12) months preceding the event giving rise to the claim.

The Seller shall not under any circumstances be liable for indirect or consequential damages, including loss of revenue, loss of production, loss of profit or reputational harm, even if the Seller has been advised of the possibility of such damages.

Article 10 – Product Integration and Buyer Responsibility

The Products are mechanical components intended to be integrated into machines or automated systems. The Buyer is solely responsible for the engineering design, safety compliance and regulatory conformity of the final equipment into which the Products are incorporated.

Article 11 – Indemnification

The Buyer shall indemnify and hold harmless the Seller from and against any claims, damages, liabilities or expenses arising from the design, manufacture or sale of equipment incorporating the Products, provided that the damage does not result from a proven defect in the Product itself.

Article 12 – Insurance

For any commercial integration into machinery or robotic systems, the Buyer shall maintain in force adequate product liability insurance appropriate to its activity and shall provide evidence of such cover upon the Seller's request.

Article 13 – Returns

No Product may be returned without prior written authorization from the Seller (Return Merchandise Authorization – RMA). Custom-made or modified Products are non-returnable under any circumstances.

Article 14 – Export Compliance

The Buyer shall comply with all applicable export control laws and regulations, including those of the European Union, the United Kingdom and the United States, and shall obtain all required authorizations prior to any re-export of the Products.

Article 15 – Intellectual Property

All technical documentation, drawings and specifications provided by the Seller remain the Seller's exclusive property. The Buyer undertakes not to reproduce, transfer or disclose them to any third party without prior written authorization.

Article 16 – Personal Data

In the course of the commercial relationship, the Seller may process personal data relating to the Buyer's representatives (name, professional contact details). Such processing is carried out in accordance with EU Regulation 2016/679 (GDPR) and applicable French data protection law. Data subjects have the right to access, rectify and object to processing by contacting: [DPO contact address].

Article 17 – Force Majeure

In accordance with Article 1218 of the French Civil Code, the Seller shall not be liable for any failure or delay in performance resulting from an unforeseeable, irresistible event beyond its control, including natural disaster, war, epidemic, strike, energy shortage or strategic supplier failure.

The affected party shall notify the other party as soon as possible. If the force majeure event continues for more than sixty (60) days, either party may terminate the contract without liability.

Article 18 – Governing Law

These Terms are governed by the laws of France. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

Article 19 – Jurisdiction

Any dispute arising from the formation, interpretation or performance of these Terms shall be subject to the exclusive jurisdiction of the Commercial Court of Saint-Étienne, France, including in cases of multiple defendants or third-party proceedings, unless mandatory rules provide otherwise.

Accepted – Buyer's signature and company stamp

Date: _____

Full name of signatory: _____

Position / Title: _____

Signature and stamp: