

# General terms and conditions

## 1. Quotes

1. Unless otherwise stated, quotes are valid for thirty (30) days from the issuance date. Quotes may not be disclosed or assigned to third parties.
2. A purchase order should refer to a quote.
3. Any work outside the scope of quoted tasks requires a revised quotation from Buzzinbees.

## 2. Delivery process

1. Upon reception of a purchase order, Buzzinbees issues a sales order acknowledgement confirming the quantity of products, the delivery date, the prices and the payment terms.
2. Orders acknowledged by Buzzinbees may not be cancelled without Buzzinbees's prior consent.
3. Buzzinbees products and professional services are delivered according to the specific schedule stated in the statement of work attached to the Buzzinbees sales order acknowledgement. For schedules expressed as  $T_0 + \text{duration}$ ,  $T_0$  is defined as the date of the first invoice.
  - i. orders with License to use (LTU) only: product is delivered within 5 days of sales order acknowledgement.
  - ii. orders with LTU and cards: product is delivered 6 weeks from sales order acknowledgement.
  - iii. orders with LTU under periodical subscription: product is delivered within fourteen (14) days, from the first working day of the month following the sales order acknowledgement date subject to payment receipt.
4. Except as otherwise specified in the order, delivery times are given only for guidance purposes. A delay in delivery shall neither entitle the customer to cancel the order nor to reject the products nor to suspend any obligations towards Buzzinbees nor to receive any compensation whatsoever. Buzzinbees shall not be liable in any way for direct or indirect damages suffered or incurred by the customer as a consequence of any delay in delivery.

## 3. Shipping terms

1. Shipping terms are Ex-Works Buzzinbees premises in France (Incoterms 2010).
2. Shipment will be performed via the customer's carrier account number. In case no carrier account is provided, Buzzinbees will use UPS standard or equivalent shipment carriers.

## 4. Transfer of risks

Notwithstanding the retention of title, the risk of loss and damage caused to the hardware products shall pass to customer upon delivery of the products as specified above.

## 5. Warranty for hardware products

1. Buzzinbees warrants that hardware products will, at the time of shipment and for a period of twelve (12) months thereafter, be free from defects in material and workmanship and will perform substantially in conformance with Buzzinbees's applicable specifications. Any product return to Buzzinbees must be accompanied by a valid Return Material Authorization (RMA) number. RMA numbers may be obtained by contacting [order@buzzinbees.com](mailto:order@buzzinbees.com).
2. The warranty includes the cost of shipping, customs clearance and related charges.
3. The cost of shipping, customs clearance and related charges are excluded for out of warranty hardware products and a repair charge applies.
4. In no event shall Buzzinbees be liable for damage to hardware products resulting from improper handling, misuse, neglect, improper installation or operation by customer, unauthorized repair or any other cause not attributable to defects in materials or workmanship on the part of Buzzinbees.

## 6. Server hardware and accessories

1. Buzzinbees does not sell, ship nor take responsibility for server hardware nor for racks, switches, cables and other accessories. See Buzzinbees product datasheets on [www.buzzinbees.com](http://www.buzzinbees.com) to check the type of hardware supported.
2. Buzzinbees offers hardware validation services in case a specific hardware system is needed. Please contact us at [sales@buzzinbees.com](mailto:sales@buzzinbees.com).

## 7. Invoicing

1. Licenses and cards are invoiced at shipment date.
2. Periodical subscription license fees are invoiced upfront at the beginning of each period.
3. Remote assistance services are invoiced upfront.
4. Support is invoiced upfront on a yearly basis, simultaneously with first product shipment or its anniversary date, upon reception of a valid purchase order.
5. Other services are invoiced 50% in advance at time of purchase order and 50% after achievement of the applicable milestones. The payment for deliverables and/or services is subject to customer acceptance of such deliverables, and/or services, provided such acceptance is received within ( 10 ) business days.
6. Possible extra charge for on-site activities will be invoiced as expenses are incurred by Buzzinbees.

## 8. Payment terms

1. Prices are net, quoted in euros and exclude custom duties, VAT, bank charges or any other taxes/duties that may be applicable, except in France. The customer is solely responsible for all taxes now and hereafter applicable to the products or services sold outside France.
2. Product and service payment is due thirty ( 30 ) days from the date of the invoice. There is no discount for prompt payment.

3. Periodical subscription fees are due fourteen (14) days from the date of the invoice.
4. Buzzinbees reserves the right to change the credit terms and to request immediate payment.
5. Late payment shall automatically accrue without notice an interest equal to 3 (three) times the French legal rate of interest at the time of invoicing. In case of late payment, the delivery of support and other subscription services (Bee-NEW, configuration and set up...) is suspended until full payment is received, without any extension of the service term.
6. For products and services where delivery schedules are expressed as  $T_0 + \text{duration}$ ,  $T_0$  being defined as date of the first invoice, late payment affects the schedule day for day.
7. Customer shall reimburse Buzzinbees for all costs and expenses (including legal costs) incurred in the collection of any overdue amounts.

## 9. Transfer of title

Title of the ordered hardware products shall pass to customer upon full and definitive payment of the invoiced price. In case of non-payment at any of the specified terms, the return of the ordered products at customer's risks and costs might be claimed by Buzzinbees without prejudice to any other remedy.

## 10. Software license terms & conditions

All software quotes and commercial proposals are subject to Buzzinbees's standard end-user license agreement provided with this document or available upon request to [sales@buzzinbees.com](mailto:sales@buzzinbees.com).

## 11. Export control

All Buzzinbees quotes and deliveries are expressly subject to United States, France and other applicable laws, regulations, orders or other restrictions regarding export and import to and from the United States, France, or other countries, of computer hardware, software, technical data or other items, or derivatives of such hardware, software, technical data or other items.

## 12. Force majeure

1. It is hereby expressly agreed that neither party hereto shall be liable to the other nor be required to pay compensation to the other party in respect of a failure by such party to fulfill its obligations insofar as any such failure arises by reason of force majeure.
2. A force majeure event shall mean beyond the reasonable control of any party without limitation, war, riots, fire, lockout, flood, explosion, labour related difficulties, strikes, disturbances in telecommunications, interruption or delay of transport facilities, delay or failure in raw materials procurement, shortage of power, laws, acts and regulations of governmental and local authorities.
3. Such force majeure event shall be notified by the affected party at the latest eight (8) days from the occurrence thereof.
4. Should the force majeure event last for more than thirty (30) days, any party may then elect to cancel the orders affected by such event without any compensation.
5. The performance of obligations are suspended for the duration of the force majeure event.

## 13. Limitation of liability

1. It is expressly agreed Buzzinbees shall do all reasonable efforts to meet its obligations. Consequently Buzzinbees shall only be liable for a proved negligence or default.
2. To the maximum extent permitted by applicable law, Buzzinbees shall not be liable to customer or any third party for any indirect damages such as but not limited to damages for loss of business, business interruption loss of goodwill, loss of profits, in connection with this agreement or arising from the use of the products or the incapacity to use the products or the use of results obtained by the products or damages arising from the performance of services. It is expressly understood by the parties that all actions or claims instituted or filed against the customer by a third party constitute indirect damages and, therefore, shall not entitle customer to any compensation.
3. Customer's sole remedy for Buzzinbees liability shall be limited to the reimbursement of the amount paid by the customer for the particular products or services having caused the damage.