

METEORAGE: General Terms and Conditions of Sale (GTCS)

1. General provisions

1.1 METEORAGE S.A.S., entered in the Pau Trade Register under B 339 528 218, whose registered office is located at Hélioparc 64053 Pau Cedex 9 France, markets lightning information Services.

1.2 The term 'Services' means all products, data and services provided by METEORAGE.

1.3 Unless specifically agreed otherwise in writing with METEORAGE, all sales of Services are governed by these terms and conditions of sale. These terms and conditions are deemed to be accepted irrevocably by the CUSTOMER (who may be a natural or legal person).

2. Orders

2.1 Any Service requested by the CUSTOMER will be the subject of an order sent to METEORAGE in paper or electronic format. METEORAGE reserves the right to accept or refuse any order. An order will not be considered valid until written confirmation has been received from METEORAGE.

2.2 METEORAGE reserves the right to withdraw, modify or replace any Service in its offer in light of changes in its marketing policy or its means of production.

2.3 For Services based on subscriptions, the minimum duration is one year, except for specific cases indicated by METEORAGE. They are renewable at their expiry date for an identical period.

2.4 A contract may be signed to specify particular technical, contractual and financial conditions. This contract then represents a precondition to the order confirmation.

3. Prices

The prices of the Services are stated in euros net of tax. Unless provisions to the contrary are confirmed by METEORAGE in writing, the applicable pricing conditions and prices will be those in force when the order is taken.

The prices may be subject to revision, with METEORAGE reserving the right to modify its pricing conditions at any time.

For subscriptions, except where there are specific conditions or other provisions defined by contract, the price will be revised every year on the subscription renewal date. The annual price increase may not exceed the increase that results from applying the following formula: $P = P_0 \times (0.20 + 0.80 (SY/SY_0))$.

P_0 = base price P = updated price SY = French Syntec index

4. Delivery

4.1 The delivery method is left to METEORAGE's discretion, and will be specified in the acknowledgement of receipt of the order. Deliveries are usually made in digital form (on data stick, online or by email).

4.2 For products that require specific installation, METEORAGE will provide the technical assistance agreed on when the order was taken.

4.3 METEORAGE undertakes to do its utmost to deliver to the CUSTOMER within the standard deadlines. However, these deadlines are provided for information purposes only. They may be modified at the time of acknowledgement of receipt of the order. METEORAGE only undertakes to meet deadlines confirmed in writing in the acknowledgement of receipt of order. Lateness in relation to the deadlines does not authorise the CUSTOMER to refuse all or part of the delivery. No compensation may be claimed for a late delivery.

4.4 Unless otherwise specified, the CUSTOMER will be invoiced by METEORAGE when the Services are delivered or once they have been installed.

5. Terms of payment

5.1 Payments are due 30 days after the invoice date, unless specific provisions are defined in writing with METEORAGE. The payment methods are specified in the acknowledgement of receipt of order. All invoices are payable without discount or rebate.

5.2 For Services based on subscriptions, payment is due at the start of the period and 30 days after the invoice date. The invoice will be issued when the Service is installed for new subscriptions and on the expiry date for renewals. If payment is not made within 30 days, in the absence of specific conditions to the contrary, METEORAGE reserves the right to suspend the provision of the Service concerned.

5.3 Any late payment will lead to penalties being invoiced on the basis of three times the current statutory interest rate. For professionals, additional fixed compensation of 40 euros will also be payable in accordance with Article 441-3 of the French Commercial Code.

5.4 Any failure by the CUSTOMER to pay within the deadline may lead METEORAGE to suspend the delivery of any other order placed by the CUSTOMER or to refuse any new order.

6. Cancellation of subscription renewable by tacit consent

The CUSTOMER and METEORAGE are authorised to cancel the subscription as of right with notification by registered letter with acknowledgement of receipt, subject to the provision of three months' notice prior to the expiry date.

In the event of cancellation, the sums due under the subscription will be due in full. In the event of early cancellation, with payment taking place on the date of delivery of the Service, no refund will be made.

7. Duties and taxes

The CUSTOMER undertakes to pay all taxes and customs duties relating to its order.

8. Responsibilities

8.1 METEORAGE undertakes to:

- take the necessary care to provide the CUSTOMER with Services corresponding to its order
- take all measures within its power to ensure the continuity of the Service and maintain the quality of its data
- provide the technical support required by the CUSTOMER to be able to use the Service properly
- inform the CUSTOMER how the Service works
- be covered by civil liability insurance
- comply with the regulations on the protection of personal data (Law 2018-493 of 20 June 2018).

8.2 If the Services are functioning normally, METEORAGE cannot be held liable for:

- any loss, whether direct or indirect and/or immaterial, such as loss of profit, loss of production, loss of operation, deprivation of rights or service interruption
- any direct or indirect damage resulting from the use by the CUSTOMER or any other third party of the Services provided by METEORAGE
- any fault relating to third-party providers (Internet and telecommunications access, media, etc.) involved in providing the Service.

8.3 In the event of any failure of the Services to comply with the contract, METEORAGE's financial commitments, and in particular those resulting from liability claims in connection with the order, may not exceed 50% of the sums (excluding VAT) received by METEORAGE in the context of the order concerned.

8.4 METEORAGE undertakes to ensure an annual rate of availability greater than 99% for subscription Services.

In the event that the Service is interrupted, whatever the cause, METEORAGE will endeavour by all reasonable means to warn the CUSTOMER and inform it of the probable duration of the interruption.

If the cumulative duration of the interruption exceeds four days per year, a price reduction will be granted on the amount of the annual subscription; the amount of the price reduction will be calculated in proportion to the number of days of interruption in excess of four.

This clause is not applicable if the interruption is due to a cause external to METEORAGE.

8.5 METEORAGE offers no guarantee, express or implicit, concerning the capacity of the Services provided to achieve the objectives that the CUSTOMER has set itself. It undertakes to implement the means described within the limits of the provisions set out above, but gives no undertaking as to the results obtained by the CUSTOMER.

8.6 The CUSTOMER undertakes to inform users of the Service of METEORAGE's compliance with the regulations on the protection of personal data.

9. Ownership

The CUSTOMER is not authorised to assign to a third party all or part of its rights to use the Services without the prior agreement of METEORAGE.

The CUSTOMER's right to use the Services is limited to the use provided for in the quotation accepted by it.

METEORAGE retains the intellectual and industrial ownership of its data, products and software in all cases.

10. Complaints

Any complaint concerning the number or quality of Services delivered must be made – under penalty of forfeiture of all related actions – by the CUSTOMER within 10 calendar days from the date of the failure attributed by the CUSTOMER to METEORAGE. The complaint must be made by registered letter setting out the reasons for the complaint.

11. Force majeure

METEORAGE cannot be considered to have failed in its contractual obligations if such failures are due to the occurrence of force majeure. All events beyond the reasonable control of METEORAGE are regarded as instances of force majeure, regardless of their nature, such as natural disasters, bad weather, fires, collective labour disputes, strikes, sabotage, embargoes, disruption to means of transport or communication, acts by civil or military authorities, war, etc. If such an event occurs, METEORAGE will inform the CUSTOMER as soon as possible. The deadlines for METEORAGE to provide its Services will then be extended by the duration of the event.

12. Applicable law and jurisdiction clause

These terms and conditions will be governed and interpreted in accordance with French law. Any dispute concerning the validity, interpretation or execution of these terms and conditions will fall within the exclusive jurisdiction of the Commercial Court of PAU - 64 – France, even in the case of emergency proceedings, interlocutory applications, a plurality of defendants or the introduction of third parties to the proceedings.