

**PREAMBLE**

Unless otherwise specified in writing and duly approved by ORPHEO, all orders taken by ORPHEO are governed by the general terms set forth hereafter and the said terms are expressly accepted by the Customer. In the event of any conflict or apparent conflict these General Conditions of Sales shall always prevail over the Customer General Conditions of Purchase. In case of contradiction between these General Conditions and the Sales Contract agreed upon between the parties, the Sales Contract shall prevail only on the clauses that contradict.

**1.VALIDITY OF OFFERS**

From the date of dispatch, offers remain valid for a period of 1 month.

**2.ACCEPTANCE OF ORDERS**

Placing an order following a commercial offer made by ORPHEO will only constitute a contractual agreement after ORPHEO'S written acceptance.

**3.PRICE**

3.1 Prices are exclusive of taxes. All duties and taxes applicable to the product and software and to services provided will be invoiced to the Client in compliance with the regulations effective at the date of invoicing.

3.2 Unless otherwise explicitly stated in the offer, prices do not include delivery provided.

3.3 The installation and set up that may be requested by the Client will be invoiced separately at ORPHEO'S prices effective on the date of the installation.

3.4 The prices and information provided in the catalogues, brochures and other ORPHEO commercial documentation are given for information only and can be partly or fully modified by ORPHEO. Customer agrees not to deem the said modifications contractual unless otherwise stipulated in a written contractual agreement.

**4.PAYMENTS**

4.1 A 30 % deposit is necessary to launch manufacturing and must be paid on receipt of invoice. The remaining amount must be paid before the delivery of goods.

4.2 Payment shall be made to the order of ORPHEO, net with no discount in Euro. Payment will be deemed paid on the date when ORPHEO actually receives the Customer's check, on the date of the bank draft, on the date of maturity of the Customer's promissory note, or on the date of the bank transfer or of the bill of exchange.

4.3 For transactions within the European Union, ORPHEO will provide its VAT number to the Client and the Client agrees to provide its TVA number when placing an order.

4.4 Whenever the sums owed to ORPHEO by the Customer are paid after the due date mentioned on the invoice and the terms of payment mentioned above have also reached maturity, the said owed sums shall bear compound interest by right and without formal notice. The interest rate shall be equal to one and a half the legal interest rate in force on the date of maturity. The terms of payment can, in no event, be deferred due, for instance, to litigation.

4.5 In the event that the debtor is not the Customer, for any reason whatsoever (transfer, security, contribution, etc...), the amounts owed shall become immediately claimable as well as the related incidental expenses (interest, expenses, etc...) incurred.

**5.DELIVERY**

5.1 The delivery date is provided as an indication and not a contractual obligation. Accordingly, it is expressly agreed that any delay occurring in delivery does not entitle the customer to cancel the sale, refuse the goods, to reduce the amount due or demand compensation for this reason.

Unless otherwise specified, it is expressly agreed that delivery is deemed to be made to the Customer site by direct delivery or by delivery to another intermediary designated by the customer. Also, it is expressly agreed that the transfer of risk of loss and damage of goods sold and any damage incurred as a result, will be transferred upon delivery, as defined in this article. All operations concerning the transport of the material including insurance, customs, handling, remain the responsibility and expense of the customer.

5.2 ORPHEO products which do not require adaptation will be delivered within a period of 3 months following the date of ORPHEO'S acceptance of the order, unless otherwise accepted by ORPHEO.

5.3 The Customer agrees to return a dated and signed copy of the delivery slip accompanying the product and software to ORPHEO.

5.4 The audio guide devices are delivered without audio content by default. Sound programming is available as an optional service. ORPHEO should not be held responsible for any problem during the sound transfer.

5.5 ORPHEO cannot be held responsible for late delivery due to delays caused by the customer. (example: delay in the submission of the script for the audio content).

5.6 ORPHEO reserves the right, in the case of non availability, make substitutions equivalent to or superior in value (for example, a larger CF card size than was originally ordered).

5.7 Unless otherwise specified, shipping charges are the responsibility of the customer.

**6.INSTALLATION AND SETUP**

In the event that the commercial offer explicitly states that the installation and setup costs are to be borne by ORPHEO, the Customer agrees to facilitate access to the Customer's premises for ORPHEO'S staff and to provide all information necessary for installation and setup. In all other cases, installation and setup are the responsibility of the Customer.

**7.ACCEPTANCE**

7.1 The results of acceptance tests are entered in an acceptance note. They consist of checking the conformity of the product and software functionalities against those stated in ORPHEO technical documentation.

7.2 In the event that the tests are not satisfactory, the Customer is given a period of 8 days from the date of delivery or of installation and setup (if performed by ORPHEO) to notify ORPHEO of its reservations; after this period, acceptance is pronounced by right.

7.3 In the event that the tests are not satisfactory, ORPHEO agrees to employ its best efforts in order to remedy the errors in the product and software within the shortest possible time.

7.4 Should the Customer use the product and software to perform effective work prior to the end of the test period, the product and software will be considered as accepted on the date of such use and the test period will be deemed terminated.

**8.PROPERTY RIGHTS**

The amount to be paid on completion enables the property to be transferred.

The Buyer shall therefore take all necessary insurance to cover these risks and if a disaster occurs, insurance proceeds will be allocated to ORPHEO. Should the Buyer fall under legal disposition or regulations, ORPHEO has the right to claim ownership of the equipment in accordance with legal or regulatory provisions in force. The Buyer agrees not to resell or modify the material until it has been for and full without the prior express written permission of ORPHEO.

The software, software updates, and the related documentation remain the exclusive property of ORPHEO or of its suppliers. The product and the related documentation remain the exclusive property of ORPHEO or of its suppliers until the total payment of goods.

**9.PATENTS AND COPYRIGHTS**

9.1 The Customer shall promptly inform ORPHEO in writing of any infringement or counterfeiting of the software or hardware of which the said Customer may be aware.

9.2 The eventual rights for music & sound effects or other items related to sound production are the responsibility of the location where the content is being played unless otherwise specified by specific contract or agreement.

9.3 The rights linked to the audio content created by ORPHEO remains the exclusive property of ORPHEO unless otherwise written accepted by ORPHEO.

**10.EXPORTS**

The product and software supplied by ORPHEO to the Customer are subject to export restrictions. The Customer agrees not to export them without prior formal authorization from the competent authorities and from ORPHEO.

**11.WARRANTY**

The warranty assumes that the Payment Terms have been adhered to by the Buyer.

11.1 The ORPHEO product supplied by ORPHEO is guaranteed for a period of 2 (two) years from the date of delivery to the Customer (excluding batteries), unless otherwise agreed with ORPHEO. (purchase of used equipment comes with a 6-months warranty).

11.2 The warranty covers compliance of the product and software with the functional and technical characteristics as long as the Customer has used the product and software as specified in the related documentation.

11.3 In the event of a failure, ORPHEO will do its utmost to implement all the means necessary with an aim to remedy the defects, but it does not guarantee software operating continuity.

11.4 Expenses incurred in the exercise of the warranty shall be assumed by ORPHEO, except for shipping costs of the product(s), traveling and accommodation expenses for ORPHEO personnel whose intervention may be requested by and invoiced to the Customer by ORPHEO at the fees effective at the date of the intervention.

11.5 Return shipping costs of products covered by the warranty shall be assumed by ORPHEO.

11.6 The warranty is not applicable if the product and software granted under license by ORPHEO is used in combination with software not supplied by ORPHEO.

11.7 The warranty does not cover failures resulting from the equipment environment, from abnormal utilization of the equipment or from a modification that was not made or approved by ORPHEO.

11.8 The 2 years warranty does not cover batteries, nor keypads or straps. The 2 years warranty covers all electronic equipment (electronic boards, connectors, memory modules and LCD screens).

11.9 ORPHEO cannot be held responsible for the consequences, whether direct or indirect, of the utilization (or non utilization) of the product and software sold for any reason whatsoever.

**12 LIMITATION OF DAMAGES**

The responsibility of ORPHEO, for any reason whatsoever, shall not exceed the sum of the payments received in relation to the order placed.

Under no circumstances and in no event can ORPHEO be held responsible for the direct or indirect or consequential damages of any kind and, in particular, for loss of use, loss of income or profit, etc ... caused or not by ORPHEO.

**13.MAINTENANCE**

13.1 Beyond the 2 (two) warranty period mentioned in Article 11 above, the Customer may purchase a maintenance contract with ORPHEO. This contract covers repairs and updated versions of the software.

13.2 The annual fee for maintenance of ORPHEO equipment is set according to the rates in force at the signature of the contract date for the first year and will be reviewed by applying the SYNTEC index for the following years.

**14. FORCE MAJEURE**

ORPHEO cannot be held liable for non-execution of its obligations due to events caused by Force Majeure.

By Force Majeure, we refer to any fact preventing the total or partial execution of the order despite due diligence from ORPHEO or its substitutes.

**15. CANCELLATION CLAUSE**

ORPHEO has a right to cancel any order in which the obligations have not been met and in which the customer has not replied within one month after having received a formal notification from ORPHEO. Deposits and other payments already made will be kept by ORPHEO as compensation, without prejudice.

**16.GENERAL DISPOSITIONS**

16.1 The possible nullity of a clause in these general terms will not result in the nullity of the other clauses.

16.2 The present general terms supersede any other general terms and the Licensee renounces the right to invoke any such terms that it may have established.

16.3 Failing amicable agreement, any litigation resulting from the execution or the interpretation of these general terms shall be submitted to the Commercial Court of Grenoble which shall pass judgment according to French law.

16.4 Unless specifically requested not to, ORPHEO is free to reference all customer sites as testaments to previous business transactions.