

GENERAL TERMS AND CONDITIONS OF SALE IDEA OPTICAL

These GENERAL TERMS AND CONDITIONS of sale apply to all orders placed between IDEA OPTICAL and any professional CUSTOMER for the sale of PRODUCTS as well as all services related to the manufacture of optical fibre telecom systems and components.

IDEA OPTICAL, during a negotiation phase with the CUSTOMER, established a PRICE QUOTATION taking into account all the needs expressed by the latter. The CUSTOMER has also been provided with all the technical information specific to the PRODUCTS offered for sale by IDEA OPTICAL. Consequently, the CUSTOMER has declared the PRODUCTS to be in accordance with its needs.

At the end of their discussions, the PARTIES agreed to enter into a contract together and to determine the technical and financial conditions under which IDEA OPTICAL undertakes to sell the PRODUCTS to the CUSTOMER.

These GENERAL CONDITIONS, together with the PRICE QUOTATION(s), form the contractual basis for negotiations between the parties. They are expressly approved and accepted by the CUSTOMER, who declares and acknowledges having perfect knowledge of them, and thus waives the right to rely on any contradictory document as well as its own commercial documents.

1. DEFINITIONS. In these GENERAL CONDITIONS, each of the words or expressions in capital letters will have the meaning hereinafter assigned to it, whether in the singular or plural, namely:

- ACCEPTANCE: means the acknowledgement that the PRODUCTS or services conform to the PRICE QUOTATION,
- ORDER FORM: PRICE QUOTATION signed by the CUSTOMER and marked "read and approved" or in a written document from the CUSTOMER stating the quantities of PRODUCTS ordered, the delivery time and the desired place of delivery;
- DELIVERY NOTE: means the document signed by CUSTOMER certifying delivery of the PRODUCTS by IDEA OPTICAL.
- CUSTOMER: means any professional who contracts with IDEA OPTICAL to purchase PRODUCTS marketed by IDEA OPTICAL as part of their commercial, industrial, professional or agricultural activity;
- DATA COLLECTION: means any process used by the DATA PROCESSOR to obtain personal data;
- CONTRACT: means the contractual whole binding the PARTIES and consisting of these GENERAL CONDITIONS, the PRICE QUOTATION and the ORDER FORM.
- PRICE QUOTATION: IDEA OPTICAL document containing the needs expressed by the CUSTOMER, analysing them and proposing specific solutions to meet these needs. This document, which includes the specifications of each PRODUCT, constitutes the conformity reference allowing the CUSTOMER to accept or refuse the delivered PRODUCTS. The price quotation also includes the PRODUCTS for which the CUSTOMER has expressed an interest as well as the prices corresponding to said PRODUCTS;
- PARTIES: refers to the parties to the CONTRACT, i.e. the CUSTOMER and IDEA OPTICAL;
- DATA SUBJECTS: refers to the natural persons whose personal data is collected and processed by the DATA CONTROLLER in the context of the marketing of GOODS/PRODUCTS.
- PRODUCTS: refers to all types of movable goods marketed by IDEA OPTICAL;
- DATA CONTROLLER: means IDEA OPTICAL as a legal entity represented by its legal representative;

2. CONTRACTUAL HIERARCHY. The CONTRACT consists of the following items, listed in order of prevalence:

1. IDEA OPTICAL's PRICE QUOTATION;
2. The ORDER FORM;
3. These GENERAL CONDITIONS.

In the event of a contradiction between any of the stipulations contained in these documents, the stipulations of the higher-order document prevail over the contradictory stipulation of the lower-order document.

In any event, the various elements of the CONTRACT form a "contractual whole" whose stipulations complement each other and are coherently articulated.

3. ORDERS.

3.1 Order formation. The CUSTOMER contacts IDEA OPTICAL and expresses its needs with regard to any PRODUCTS it may wish to acquire (*quantity, features, price, delivery times, etc.*) and which it plans to order.

Within a reasonable period of time, IDEA OPTICAL will send the CUSTOMER its PRICE QUOTATION, which includes the needs expressed by the CUSTOMER, the solutions proposed by IDEA OPTICAL as well as its commercial commitments.

Unless otherwise specified, the PRICE QUOTATION and the prices quoted therein will be valid for THIRTY (30) days from the date of the QUOTATION.

In view of the fact that it is materially impossible to list all the price lists applied by IDEA OPTICAL for the sale of PRODUCTS, IDEA OPTICAL undertakes, in accordance with the provisions of the French Commercial Code, to provide the CUSTOMER with a sufficiently detailed PRICE QUOTATION.

The order is definitive only after express acceptance of the PRICE QUOTATION by the CUSTOMER during its period of validity.

This express acceptance is materialised by the CUSTOMER's signature on the PRICE QUOTATION, accompanied by the words "Read and approved" and the company stamp or the express and definitive acceptance of the CUSTOMER's ORDER FORM by IDEA OPTICAL.

3.2 Changing the order. Any request for modifications, extensions or decreases in orders, even minor ones, requested by the CUSTOMER will only be carried out after having been the subject, by IDEA OPTICAL, of a technical study and a complementary ORDER FORM.

Failing this, IDEA OPTICAL will only be obliged to meet the requests initially provided for in the ORDER FORM.

3.3 Cancellation of the order. In the event of cancellation of the ORDER by the CUSTOMER after having definitively accepted it, and for any reason whatsoever except force majeure, the total amount including VAT of the order will be automatically acquired by IDEA OPTICAL, the CONTRACT then being definitively formed and binding.

In this case, IDEA OPTICAL may recover the sums owed by the CUSTOMER, after sending a formal notice stating the amount to be paid, the time allowed for the CUSTOMER to pay, the interest for late payment applicable and the fixed recovery fee.

IDEA OPTICAL reserves the right to cancel all or part of the orders placed by CUSTOMERS in the event of the failure of one of its service providers / suppliers. The CUSTOMER will be notified and an alternative solution will be offered.

4. PRICE. The PRODUCTS are supplied at the prices contained in the price lists in force on the date of issue. Prices are net and exclusive of VAT. The invoice issued to the CUSTOMER will therefore be increased by the duties and taxes in force on the day the PRICE QUOTATION is drawn up.

In accordance with the provisions of the French Commercial Code, the price lists in force are available to the CUSTOMER on request. The price lists in force can be modified at any time by IDEA OPTICAL, without consequence for current orders, and without prior notice.

In the event of a discrepancy between the prices mentioned in the current price lists and the PRICE QUOTATION, the prices in the current price list will prevail. In the event of a discrepancy between the prices indicated in the current price lists and the ORDER FORM, the prices indicated in the ORDER FORM will prevail.

The current price lists do not include travel costs, cleaning costs, recycling or remediation costs and other disbursements, which will be specified in the PRICE QUOTATION. All of these costs will be borne by the CUSTOMER.

The CUSTOMER may benefit from price reductions, discounts, rebates and refunds, depending on the orders made, at one time and in one place, or on the regularity of its orders, under the conditions and according to the terms to be defined during the commercial negotiations between the PARTIES.

5. SUBCONTRACTING AND NON-EXCLUSIVITY. In all cases, the CUSTOMER accepts that IDEA OPTICAL may freely resort to subcontracting.

The CUSTOMER acknowledges that IDEA OPTICAL cannot guarantee exclusivity of its PRODUCTS to the CUSTOMER under any circumstances.

Therefore, the CUSTOMER agrees that IDEA OPTICAL may offer the same PRODUCTS and use its skills and experience for another CUSTOMER or prospect operating in the same sector of activity and/or the same geographical area.

In such a case and in application of the principle of fairness in commercial relations, IDEA OPTICAL will refrain from disclosing the CUSTOMER's highly confidential information which has been brought to the attention of IDEA OPTICAL in the context of orders.

6. DELIVERY. The deadlines indicated in the PRICE QUOTATION are only given as an indication, as it only constitutes a price confirmation for the CUSTOMER and a summary of the PRODUCTS.

Any delays in delivery of the PRODUCTS ordered will not entitle the CUSTOMER to claim damages or to request cancellation of the ORDER in progress, nor will they constitute grounds for non-payment, unless the CUSTOMER demonstrates a fault on the part of IDEA OPTICAL in the performance of its delivery obligation.

Unless otherwise agreed by the PARTIES, the Incoterm applicable to this CONTRACT is EXW 2020 LANNION.

The delivery is made to the place indicated on the ORDER FORM.

6.1 Quantity control. On the day of delivery, the CUSTOMER is required to check the quantity of PRODUCTS delivered by IDEA OPTICAL. To this end, the CUSTOMER is required to fill out the DELIVERY NOTE, which only attests to the proper performance of its obligation to deliver by IDEA OPTICAL.

Therefore:

- In the event that the CUSTOMER disputes the quantity delivered, the CUSTOMER must mention this and justify its dispute on the DELIVERY NOTE, which it returns to IDEA OPTICAL.

If it is shown that the CUSTOMER's complaint is well-founded and if it is the result of a failure on the part of IDEA OPTICAL, the latter undertakes to provide its best efforts to rectify its failure.

- If the quantity check shows that the quantity delivered corresponds to the quantity on the ORDER FORM, the latter will return the signed DELIVERY NOTE to IDEA OPTICAL.

The signing of the DELIVERY NOTE without adding any reservations will deprive the CUSTOMER of any future dispute with IDEA OPTICAL regarding the quantities delivered.

6.2 Acceptance of PRODUCTS. The CUSTOMER has a period of THIRTY (30) days to express any reservations regarding the conformity of the delivered PRODUCTS with the contractual specifications contained in the PRICE QUOTATION. Such reservations must be made by the CUSTOMER on the DELIVERY NOTE.

The CUSTOMER makes its reservations in writing and sends them to IDEA OPTICAL by registered letter with acknowledgement of receipt.

Upon receipt of the CUSTOMER's reservations, IDEA OPTICAL undertakes to repair the defects and imperfections noted, at its expense.

Once the corrections have been made, a LIFTING OF RESERVATIONS REPORT will be drawn up between the PARTIES in order to establish unambiguously that the CUSTOMER has definitively accepted the PRODUCTS delivered and that it attests to their conformity with the PRICE QUOTATION.

In the absence of reservations by the CUSTOMER within the period of THIRTY (30) days, the PRODUCTS are deemed to be accepted by the CUSTOMER definitively and to conform to the contractual specifications.

In any event, in accordance with Article 133-1 of the French Commercial Code, the CUSTOMER is required to send any justified complaints regarding damage to or partial loss of the PRODUCTS to the carrier within THREE (3) days, excluding public holidays.

In this context, the CUSTOMER undertakes to make its reservations within the time limit specified on the DELIVERY NOTE in a clear and precise manner which allows the extent of the damage or loss to be immediately understood.

7. TERMS OF PAYMENT. IDEA OPTICAL is entitled to collect the amounts and terms of payment are set out in these GENERAL CONDITIONS and in the PRICE QUOTATION and invoices.

IDEA OPTICAL sends its invoices to the CUSTOMER within a reasonable period of time following delivery of the PRODUCTS. In addition to the mandatory legal information, the invoices include the PRODUCTS delivered and are drawn up in such a way as to be sufficiently clear and legible.

IDEA OPTICAL is required to send its invoices to the CUSTOMER by any means, including electronically, which the CUSTOMER accepts.

7.1 Deposits. IDEA OPTICAL may require a deposit when placing the ORDER FORM, which demonstrates the CUSTOMER's acceptance of the PRICE QUOTATION.

Where applicable, IDEA OPTICAL's obligations will only be fulfilled by the latter once the deposit shown on the ORDER FORM has been paid, which the CUSTOMER acknowledges to be aware of and to accept.

One or more additional instalments may be required during the course of the order.

Unless otherwise specified by IDEA OPTICAL, deposits are paid in cash.

The PARTIES undertake to provide each other with all the information necessary for the implementation of the payment terms and in particular any bank document, bank details, etc.

7.2 Payment deadlines. Unless otherwise specified in the PRICE QUOTATION or on IDEA OPTICAL's invoice, the CUSTOMER must pay the amounts due within THIRTY (30) days of receipt of the PRODUCTS.

In particular, and unless otherwise agreed by IDEA OPTICAL, the CUSTOMER's first order will be subject to cash payment before the PRODUCTS are shipped by IDEA OPTICAL.

Unless otherwise agreed by the PARTIES, the preferred method of payment is bank transfer.

In addition, any deterioration in the CUSTOMER's credit may justify the requirement of guarantees, payment in cash or by demand draft before the execution of the orders, at IDEA OPTICAL's discretion and discretion.

7.3 Late payment Any delay in payment and payment of the sums due by the CUSTOMER beyond the deadlines set out above will give rise to the right to and render payable, without any particular formality or formal notice, late payment penalties calculated at the rate applied by the European Central Bank for its most recent refinancing operation, increased by 10 percentage points, of the amount including VAT appearing on the aforementioned invoice, without prejudice to any other action that IDEA OPTICAL may have the right to take against the CUSTOMER.

In addition, any invoice not paid within the time limit will automatically be increased by a fixed indemnity of FORTY EUROS (€40).

In accordance with the provisions in force, late interest and the recovery indemnity are due as of right, without the need for a reminder.

In the event of non-payment, IDEA OPTICAL will be free to terminate the CONTRACT and claim damages for the loss(es) suffered. The termination of the CONTRACT may only occur after a formal notice has been sent by registered letter with acknowledgement of receipt.

Furthermore, in such a case, IDEA OPTICAL will not be obliged to deliver the PRODUCTS ordered by the CUSTOMER if the CUSTOMER does not pay the price in accordance with the terms and conditions set forth in these GENERAL CONDITIONS.

The cancellation will affect not only the order in question, but also all previous unpaid orders, whether they have been executed or are in the process of being executed and whether or not payment is due.

Similarly, in the event of payment by instalments duly accepted by IDEA OPTICAL, non-payment of a single instalment will result in the entire debt becoming immediately payable.

In all the above cases, the sums which may be due for any other cause will become immediately payable if IDEA OPTICAL does not decide to cancel the corresponding order.

The CUSTOMER must reimburse all costs incurred by the contentious recovery of the sums due, including the fees of legal officers, lawyers and proceedings.

7.4 Offsetting. Under no circumstances may payments be suspended or offset without the prior written agreement of IDEA OPTICAL.

Any partial payment will be applied first to the non-preferential part of the claim, then to the longest outstanding amounts.

8. RETENTION OF TITLE AND TRANSFER OF RISK. The transfer of ownership of the PRODUCTS from IDEA OPTICAL to the CUSTOMER takes place upon full payment of the price by the CUSTOMER.

The transfer of risks on the PRODUCTS takes place between IDEA OPTICAL and the CUSTOMER as of the delivery of the PRODUCTS to the CUSTOMER.

9. GUARANTEES. IDEA OPTICAL undertakes to fulfil all its contractual obligations with diligence and professionalism, in accordance with the generally accepted rules of the trade in the sector of activity.

However, IDEA OPTICAL cannot be held responsible in the following cases, without this list being exhaustive:

- In the event of a discrepancy between the PRODUCTS supplied and the drawings, diagrams and photographs appearing in the catalogues and on the IDEA OPTICAL website; these drawings, diagrams and photographs are not part of the contract;

The PRODUCTS covered by this CONTRACT are covered by a contractual warranty for a period of TWELVE (12) months from the date of transfer of ownership of the PRODUCTS to the CUSTOMER.

IDEA OPTICAL thus guarantees the CUSTOMER against any lack of conformity and/or hidden defects resulting from a material defect or resulting from a manufacturing defect affecting the PRODUCTS and rendering them unfit for their normal use.

In particular, the following are excluded from the contractual warranty: damage caused during transport and storage by the CUSTOMER, defects due to normal wear and tear of the PRODUCTS, incorrect use, lack of maintenance, deterioration, monitoring or handling faults, negligence on the part of the CUSTOMER or its employees.

The contractual warranty must be implemented by means of a complaint from the CUSTOMER sent by registered letter with acknowledgement of receipt to IDEA OPTICAL, immediately after the discovery of the defect. This complaint must include all the information necessary to identify the defect and verify the condition of the PRODUCT.

Upon receipt of the complaint, IDEA OPTICAL will take the necessary measures to inspect the PRODUCT as soon as possible.

It is understood between the PARTIES that the costs of removal and reinstallation of the PRODUCT will be borne entirely by the CUSTOMER.

Unless otherwise agreed by the PARTIES, if the non-conformity or defect is proven, the warranty will be limited to the strict replacement of the PRODUCT.

10. LIABILITY. Each of the PARTIES is liable to the other for the direct consequences of any improper performance, non-performance of its own obligations and for any fault, recklessness or negligence it may commit in performing the CONTRACT.

IDEA OPTICAL will not be liable for any indirect or consequential damage, including, but not limited to, any loss of profit, loss of use, loss of product, loss of contract, loss of production, loss of data, damage to brand image or financial loss suffered by the CUSTOMER and/or any third party.

In any event, IDEA OPTICAL's overall liability on any grounds whatsoever or in relation to any ORDER under this CONTRACT may in no case and for any reason whatsoever exceed the maximum limit corresponding to 100% of the amount excluding VAT of the ORDER concerned.

11. CONFIDENTIALITY. The PARTIES undertake not to disclose Confidential Information of any kind exchanged orally or in writing during the performance of the CONTRACT, whatever the medium or method of communication (this may include, but is not limited to, contact details, technical information, commercial and financial information), to refrain from making any use of it that is not provided for in the CONTRACT, not to communicate the information to third parties not concerned by the CONTRACT and to take all appropriate measures to prevent such disclosure.

They are responsible for ensuring that their employees comply with this obligation, even after they have ceased their duties. These obligations will continue not only for the duration of the performance of the CONTRACT, but also FIVE (5) years after the termination of the contractual relationship between the PARTIES.

Likewise, the PARTIES undertake not to disclose the existence of this CONTRACT.

12. INTELLECTUAL PROPERTY. IDEA OPTICAL retains all industrial and intellectual property rights relating to the PRODUCTS, photos and technical documentation sent to the CUSTOMER for the performance of the CONTRACT, regardless of the medium. These elements may not be communicated or used by the CUSTOMER for commercial or personal purposes, on its behalf or on behalf of third parties, without the prior and express written authorisation of IDEA OPTICAL.

The signing of the CONTRACT and the sale of its PRODUCTS by IDEA OPTICAL cannot be construed as conferring any industrial or intellectual property rights on the CUSTOMER in respect of IDEA OPTICAL's PRODUCTS.

Moreover, IDEA OPTICAL remains the only one authorised to take all necessary steps to acquire new intellectual property rights on its PRODUCTS.

13. FORCE MAJEURE. Neither of the PARTIES may be held liable to the other for non-performance or delays in the performance of an obligation arising from the CONTRACT following the occurrence of a force majeure event.

The PARTIES have agreed together that force majeure will include all cases recognised in case law as well as any other circumstance beyond the reasonable control of IDEA OPTICAL, such as, but not limited to, any war, any decision by a governmental authority affecting the performance of the CONTRACT, epidemic, pandemic, strike, fire, change of regulations.

In the event of force majeure, the Party prevented from fulfilling its contractual obligations must notify the other Party without delay.

As soon as the case of force majeure occurs and for as long as such an event persists, the PARTIES undertake to communicate as much as necessary and to find together, if possible, any appropriate solution.

The search for any solution to alleviate the consequences of force majeure cannot result in additional costs for either of the PARTIES.

Finally, in the event that the force majeure event continues beyond a period of THIRTY (30) days, the CONTRACT may be terminated by either PARTY without any compensation being due by the terminating PARTY.

14. TERMINATION FOR FAULT. In the event of a breach by one of the PARTIES of its obligations hereunder, which is not remedied or performed within THIRTY (30) days from the date of the registered letter with acknowledgement of receipt notifying the breach by the other PARTY, the latter will be entitled to terminate the CONTRACT, without prejudice to any possible damages.

In particular, the CUSTOMER's failure to perform the following obligations may result in the termination of the CONTRACT:

- Failure to provide the necessary information when placing the order or delivering the PRODUCTS.
- Failure to pay or late payment.
- Violation of Confidential Information exchanged during the performance of the CONTRACT.

In particular, failure by IDEA OPTICAL to perform the following obligations may result in termination of the CONTRACT:

- Repeated delays in the delivery of PRODUCTS ordered by the CUSTOMER.
- Repeated failure to deliver the PRODUCTS ordered by the CUSTOMER.
- Violation of Confidential Information exchanged during the performance of the CONTRACT.

15. PERSONAL DATA. In the context of the execution of orders, IDEA OPTICAL is likely to collect PERSONAL DATA relating to the CUSTOMER's representatives and employees.

Therefore, IDEA OPTICAL, as DATA CONTROLLER, undertakes to process said personal data in compliance with the regulations applicable to personal data and in such a way as to respect the right to privacy and the fundamental rights of the DATA SUBJECT.

In any case, the CUSTOMER is informed that the possible collection and processing of personal data of the DATA SUBJECTS is necessary for the execution of orders by IDEA OPTICAL.

Consequently, the CUSTOMER is informed that any opposition by one of the DATA SUBJECTS to the processing of their data by IDEA OPTICAL may prevent the latter from carrying out its missions under the CONTRACT.

IDEA OPTICAL undertakes to comply with the regulations applicable to personal data and in particular guarantees the security of the data collected, its integrity and the confidentiality of this data.

The CUSTOMER guarantees to IDEA OPTICAL that the DATA SUBJECTS have given their consent to the collection and processing of their personal data by IDEA OPTICAL.

In any case and in accordance with the provisions of the European Regulation on the protection of personal data of 27 April 2016, the DATA SUBJECTS are entitled, at any time, to exercise the rights conferred on them by the Regulation, namely:

- Right of access to their personal data;
- Right of rectification and deletion of their data;
- Right to limit their personal data;
- Right of portability and opposition to the processing of their data.

To exercise the above rights, the DATA SUBJECTS sends a written complaint to IDEA OPTICAL to the address given in the "IDENTIFICATION" section below.

IDEA OPTICAL undertakes to use its best endeavours in dealing with complaints made by DATA SUBJECTS.

Finally, IDEA OPTICAL undertakes not to keep the personal data of DATA SUBJECTS beyond a maximum duration proportionate to the purposes of data processing.

16. DISPUTE AND APPLICABLE LAW.

In the absence of agreement and amicable resolution, the PARTIES agree that the dispute will fall under the jurisdiction of the Commercial Court of PARIS.

These GENERAL CONDITIONS are governed by French law to the exclusion of all others. The PARTIES do not intend in any case to apply the rules of French or foreign private international law.

IDENTIFICATION

The contact information for IDEA OPTICAL is as follows:

IDEA OPTICAL

A simplified joint-stock company (SAS) with a capital of 67,165 Euros

Registered office: 4, RUE LOUIS DE BROGLIE 22300 LANNION

Tel.: 02.96.48.36.90 - FAX: 02.96.48.36.91

Registered with the SAINT-BRIEUC Trade and Companies Register under number 493 627 392

SIRET: 49362739200035

Intra-community VAT No.: FR664936273