NOVÉA ÉNERGIES
4 rue G.J. Mendel
49070 BEAUCOUZÉ - France
T. +33(0)2 41 36 53 98
F. +33(0)2 41 36 53 99
contact@novea-energies.com
www.novea-energies.com

GENERAL TERMS OF SALE BETWEEN PROFESSIONALS

from June 3, 2026

Article 1 – Scope of application

Unless there is a specific written agreement between the parties before the order, the general terms of sale herein are applicable to all the sales of autonomous lighting products entered by NOVEA ENERGIES with Professional Clients and local authorities, regardless of the clauses that may appear on the Client's documents, and in particular the general terms of purchase.

Thus, an order made by a Client implies unreserved acceptance by the latter to the general terms of sale herein, except for the specific conditions agreed in writing by NOVEA ENERGIES to the Client.
NOVEA ENERGIES reserves the right to depart from some of the clauses herein, based on negotiations made with the Client, by drafting specific terms of sale.
The fact that NOVEA ENERGIES does not claim, at a particular time, one of the present general terms of sale, cannot be understood as a waiver to invoke it later.

Any other document than the general terms of sale herein and in particular, catalogues, leaflets, advertisements, notices, only has an information value and not a contractual value.

Article 2 – Order

NOVEA ENERGIES sends to the Client a quote valid for three (3) months from the day it is sent.

The prices are mentioned before taxes.

The means and price of delivery must correspond to the offer.

The order is firm and final when the quote is returned to NOVEA ENERGIES within this period, dated and signed and/or stamped by the Client or when, within the same period, the Client sends to NOVEA ENERGIES an order form containing the description to the products and the conditions mentioned in the quote, excluding any other elements.

All the mentions on the quote remain applicable, notwithstanding their omission or their modification in the Client's order form.

Any supplementary products requested by the Client and attached by the latter to an order are considered by NOVEA ENERGIES as separate orders and shall have to be confirmed by NOVEA ENERGIES to become firm and final sales.

A request for modification by the Client of a final sale is only valid if accepted in writing by NOVEA ENERGIES.

Order refusal
In the case where the Client places an order with NOVEA ENERGIES, without having made the payment for the previous order(s), NOVEA ENERGIES can refuse to fulfill the order and to deliver the merchandise in question, without the Client being able to claim any compensations, for any reason whatsoever.

Article 3 – Delivery

1) Terms of delivery

The delivery is made at the address of delivery mentioned on the quote, the order form or any other document provided at the same time as the order.

The time of delivery mentioned on the quote by NOVEA ENERGIES is only given for information.

The time of delivery starts from the reception of all the technical and logistic information expected by the Client.

Running over this time of delivery cannot lead to compensations, to any retaining or cancellations or the termination of pending orders.

Any request from a Client to postpone a delivery planned and provided NOVEA ENERGIES approves it, generates preservation and storage fees in proportion with the term of the postponement and the volume stored. However, the delivery to the Client is claimed to have been made on the day initially planned for delivery.

A delivery can be fractioned. It shall then be billed proportionally and subject to the VAT corresponding to the amount billed.

2) Transfer of risks

The burden of risks of the item sold is transferred to the Client as soon as the products are taken over by the transporter.
NOVEA ENERGIES' responsibility cannot be implicated for events during the transport, destruction, damages, loss or theft, even if NOVEA ENERGIES chose the transporter.

The transfer of risk is regulated by the incoterm mentioned on the quote.

Article 4 - Reception

Notwithstanding the stipulations towards the transporter, the Client, on reception, must verify the conformity with the order and the products delivered.

For lack of any express and written reservations together with photographs justifying the reality of the defects or non-compliance due to NOVEA ENERGIES sent by the Client to NOVEA ENERGIES by fax or e-mail with proof of receipt and confirmed by a registered letter with proof of receipt requested within seventy-two (72) business hours following reception, the products delivered shall be claimed to be without any defects, in compliance with the quantity and quality of the order and accepted by the Client.

In case of reservations made by the Client pursuant to the procedure, when an apparent defect or a non-compliance is effectively recognized by NOVEA ENERGIES, the non-compliant or defective articles are, at NOVEA ENERGIES's convenience, reimbursed or replaced for free, without the Client being able to claim any compensations or the cancellation of the order.
No return of merchandise can be made by the Client without the express written prior agreement of NOVEA ENERGIES. The return expenses are supported by NOVEA ENERGIES exclusively in the cases it has acknowledged the existence of an apparent defect or a non-conformity for which it is responsible.
Only the transporter chosen by NOVEA ENERGIES is authorized to return the products in question.
The claim made by the Client in the conditions and according to the means described in this article does not suspend the payment of the merchandise in question by the Client.

Article 5 – Payment

1) Means of payment

The payment is made in euros without another prior agreement.

Unless it is mentioned on the accepted offer, the payment shall be made at latest and in full thirty (30) days of the end of the month of delivery, if it is not made before billing. Otherwise, the breakdown shall be made from the date of billing.

No discount is given.

Under no circumstances can the payment be suspended or subject to any compensation without the prior written agreement of NOVEA ENERGIES.

2) Late payment

The non-payment of all or part of an invoice shall result in the immediate forfeit of the term of all the debts becoming due by the Client and will become due immediately, the suspension of any pending orders and the keeping, then as a compensation, of any advances received for the said order.

No manufacturing shall be ordered as long as the total amount of the invoice due has been paid by the Client.
In case of a non-payment of the totality of an invoice having become due, after a formal request having remained ineffective forty-eight (48) hours later, NOVEA ENERGIES reserves the right to suspend any current and/or future delivery.
Any amounts not paid when due appearing on the invoice brings by right, from this date, the enforcement of penalties for an amount equal to three times the legal interests, notwithstanding the other fees and expenses incurred by NOVEA ENERGIES for the collection. These penalties are due by right and are automatically put to debit the Client's account.

3) Fees for litigious collection

The litigious collection of a claim shall lead as a compensation for the Client's forfeit on his commitment to pay on time, the payment of an amount equal to twenty percent (20%) of the unpaid order all taxes included, without it being inferior to one thousand (1000) euros and notwithstanding other costs and fees incurred for the recovery.

Article 6 – Retention of title

THE TRANSFER OF OWNERSHIP OF THE PRODUCTS ORDERED SHALL ONLY OCCUR AFTER A FULL PAYMENT OF THEIR PRICE BY THE CLIENT, IN PRINCIPAL AND ACCESSORIES, EVEN IN THE CASE TERMS OF PAYMENT ARE AGREED, REGARDLESS OF THE DELIVERY DATE.

Any opposite clause, in particular inserted in the General Terms of Purchase is deemed unwritten, pursuant to article L 624-16 of the French Business Code.

NOVÉA ÉNERGIES
4 rue G.J. Mendel
49070 BEAUCOUZÉ - France
T. +33(0)2 41 36 53 98
F. +33(0)2 41 36 53 99
contact@novea-energies.com
www.novea-energies.com

GENERAL TERMS OF SALE BETWEEN PROFESSIONALS

from June 3, 2026

Thus, is case of a payment after the products are taken over by the transporter, the Client commits to insure the products at its expense against loss and deterioration by coincidence by an insurance in favor of NOVEA ENERGIES.
By express agreement, NOVEA ENERGIES can claim the rights it holds pursuant to the retention clause herein for any of its claims, on the totality of its products in the Client's possession, the latter being conventionally presumed being those that are unpaid and NOVEA ENERGIES could take them back or claim them as a compensation for all its unpaid bills, notwithstanding its right to cancel the pending sales.

Thus, the Client shall have to return to NOVEA ENERGIES, at its expense and on first request, the products requested upon a simple verbal or written notice.
NOVEA ENERGIES can also demand, in case of non-payment of an invoice due, the cancellation of the sale after sending a simple formal notice. As well, NOVEA ENERGIES can unilaterally make an inventory or have one made, after having sent a formal notice, of its products in the Client's possession, who already commit to give free access to its warehouses, storages or the same for this purpose, paying attention that the identification of these products always be possible.
In case of the starting of a procedure for court-ordered recovery or liquidation, the pending orders are automatically cancelled and NOVEA ENERGIES reserves the right to claim the merchandise in stock.
The clause herein does not prevent that the risks for the merchandise be transferred to the Client as soon as there are taken over by the transporter.
From the taking over of the products by the transporter, the Client is made the depositary and custodian of the said merchandise. In case of a non-payment, and unless the demand for the full and formal execution of the sale is preferred, NOVEA ENERGIES reserves the right to cancel the sale after a formal request and claim the merchandise delivered, the return costs remaining due by the Client and the payments being the property of NOVEA ENERGIES as a penalty clause.

Article 7 – Commercial Guarantee

The Client represents being informed of the commercial guarantee applicable to the street lamps, supports, luminaires and electric accessories, referred to as "the material", both regarding its length and its conditions.

Article 8 – Intellectual property

All the technical documents, products and photographs given to the Client remaining the exclusive property of NOVEA ENERGIES, the sole holder of the intellectual property rights over these documents and must be returned upon its request.

The Client commits to not use any documents susceptible to undermine the rights of industrial or intellectual property of NOVEA ENERGIES.

In particular, the Client shall compensate NOVEA ENERGIES for any alterations to its brand image or harmful commercial consequences directly connected to a poor installation or use of the product.

Article 9 – Applicable law – Language – Disputes

The general terms herein and their consequent contracts and operations are subject to French law, excluding any other laws, and, in a suppletive capacity, by the Vienna Convention on international sale of merchandise.
They are written in French. If they were translated into one or several languages, only the French text would be binding in case of a dispute.
If a dispute were to arise regarding the enforcement, the interpretation or execution of the general terms of sale herein, their consequences or continuation, the Client commits to contact NOVEA ENERGIES in order to find an amicable solution. If, within a 6-month period, the parties could not agree on a compromise or a solution, this dispute would then be subject to the jurisdiction appointed hereinafter.
This amicable settlement procedure constitutes a mandatory prerequisite to bringing legal action for the Client. Any legal actions brought in violation of this clause would be declared inadmissible.
Any dispute regarding the enforcement of the general terms of sale herein and their interpretation, their enforcement and the sales contracts executed by NOVEA ENERGIES or the payment of the price shall be brought before the Commercial Court of the Bar association where the registered office of NOVEA ENERGIES is located.

Article 10 – Renunciation

The fact for NOVEA ENERGIES does not invoke one of the clauses herein at a specific time cannot be worth a renunciation to later invoke the same clauses.

Article 11 – Acceptance by the Client

The general terms of sale herein are expressly agreed and accepted by the Client who represents being fully informed and thus renounces to invoke any contrary documents, in particular the general terms of purchase.

Article 12 – Supplementary information

NOVEA ENERGIES collects data from the material subject to the order for a better follow-up of its operation and for purposes of environmental optimization. These data cover the location of the product, the condition of its battery(ies) and its light, its length of operation, that of its light as well as its accessories.

The environmental data collected regard the evolution of the ambient temperature, the times of dawn and dusk as well as the daily sunshine.

These daily data can be collected at a distance via the NOVEA-CONTROL system and are stored in the internal memory of the product.

This information is kept by our services and are by no means disclosed for commercial reasons.

Article 13 – Prohibition on re-export to the Russian Federation and the Republic of Belarus

1) The buyer shall not sell, export, or re-export, directly or indirectly:

- To the Russian Federation, or for use in that country, where such goods or technologies fall within the scope of Article 12g of Council Regulation (EU) No. 833/2024;
- To the Republic of Belarus, or for use in that country, where such goods or technologies fall within the scope of Article 8g of Council Regulation (EU) No. 765/2006.

These prohibitions apply to any sale or supply subject to these terms and conditions.

2) The buyer shall use its best efforts to ensure that the purpose of paragraph 1) is not frustrated by any third parties further down the commercial chain, including any potential resellers.
3) The buyer shall establish and maintain an adequate monitoring mechanism to detect any conduct by third parties further down the commercial chain, including potential resellers, that would frustrate the purpose of paragraph 1).
4) Any breach of paragraphs 1), 2) or 3) shall constitute a material breach of an essential element of this Agreement, and NOVEA ENERGIES shall be entitled to seek appropriate remedies, including, but not limited to:
(i) termination of this Agreement; and (ii) a penalty equal to twenty percent (20%) of the total value of this Agreement or the price of the exported goods, whichever amount is higher.
5) The buyer shall immediately inform NOVEA ENERGIES of any issues in applying paragraphs (1), (2) or (3), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The buyer shall make available to RAGNI, within two (2) weeks following a simple request, any information relating to compliance with the obligations set out in paragraphs (1), (2) and (3).

Executed at .....

On .....