

METEORAGE: General Terms and Conditions of Sale (e 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).

1.4 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. Prices, payments and deliveries

2.1 The prices of the Services are stated in euros net of tax.

METEORAGE reserves the right to modify its pricing conditions at any time.

2.2 Orders should be paid for in cash.

2.3 Purchases will be refunded by METEORAGE in the event of Services being unavailable.

2.4 The CUSTOMER will pay any exchange fees.

2.5 Deliveries will be in digital form and instantaneous.

3. Responsibilities

3.1 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).

3.2 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.

3.3 In the event of any failure of the Services, 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.

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

This clause is not applicable if the interruption is due to a cause external to METEORAGE or a malfunction related to third party suppliers (see 3.2).

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.

3.5 METEORAGE offers no guarantee, express or implicit, concerning the capacity of the Services 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.

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

4. 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 Services in all cases.

5. 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 fault attributed by the CUSTOMER to METEORAGE. The complaint must be made by registered letter setting out the reasons for the complaint.

6. 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.

7. 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.

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