GENERAL SALES TERMS AND CONDITIONS
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GEMALTO SA
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Nanterre Trade and Companies Register No. 562 113 530

Preamble

Gemalto SA (referred to hereafter as “Gemalto”) is a company specializing in the supply of integrated digital security solutions, including the development of software applications via the design and production of digital security devices, such as smart cards, SIM cards, electronic passports, tokens and readers, and the management and deployment of services for its customers. It therefore owns the intellectual property rights over the products that it markets.

Article 1. Definitions

- Purchaser : refers to any natural person or any legal person who is acting for purposes relating to his trade, business, craft or profession.
- Order : refers to any “Product” order placed by a Purchaser with Gemalto on the “Site”
- Products : refers to products marketed by Gemalto via the “Webstore”
- Site : refers to Gemalto’s website accessible via the following link: support.webstore@gemalto.com
- Webstore : refers to the commercial website where Gemalto offers its Products for sale and where Purchasers can order and pay

Article 2. Purpose

The purpose of these general terms and conditions (the “General Sales Terms and Conditions”) is to define the terms and conditions under which Gemalto sells the Products to Purchasers via its Webstore.

These General Sales Terms and Conditions do not apply to consumers nor Gemalto’s business partners and distributors, whose purchases are covered by the contractual conditions applicable to them.

Purchasers are advised that Gemalto is unable to deliver Products to any country subject to embargo at the date the Order is placed on the Webstore.

For all information on this subject, Purchasers are invited to contact Gemalto before placing Orders on the Webstore.

Article 3. Orders

After acknowledging the technical characteristics and prices of the Products, duly detailed on the Site, Purchasers place their Orders online according to the following Order process, under their own responsibility:

- Choice of Product(s);
- Identification of the Purchaser, with contact details and place of delivery;
- Order summary correction, if necessary;
- Reading and acceptance of the General Sales Terms and Conditions;
- Validation by the Purchaser, thereby concluding the contract (the “Contract”);
- Payment by bank card via a secure SSL server;
- E-mail or fax confirmation of the Order by Gemalto and notification of the date of dispatch of the Order and any delivery deadline.
All Orders are subject to Gemalto’s acceptance and will be validated only after acceptance of the General Sales Terms and Conditions and the bank’s authorization of the bank card payment.

Gemalto reserves the right to cancel any Product order in the event of a clerical error in the prices or Products described on the Site or if the Products are no longer available.

Should Gemalto cancel an order that the Purchaser has already paid for, Gemalto will reimburse the Purchaser for the amount paid by crediting the debited account at the earliest possible opportunity.

The Purchaser must notify any errors in the information provided for the Order before the Order dispatch date specified in the Order confirmation e-mail by emailing the following address: support.webstore@gemalto.com.

Gemalto shall not be held liable for any consequence of delay or prevention from delivery in the Purchaser makes errors in the data it provides during the Order process described in Article 3 above.

Any expense for shipping Products due to a data input error by the Purchaser will be borne exclusively by the latter.

Placing an order entails the Purchaser’s full, unreserved acceptance of the General Sales Terms and Conditions.

**Article 4. Price and payment terms**

The applicable prices are those indicated on the Site on the date of the Order. They are expressed in euros by default and include VAT. Delivery charges are not included in prices and are invoiced to the Purchaser in addition to the amount indicated when the order is placed and detailed in the order summary. Payments are made by bank card at the time of the Order.

Gemalto reserves the right to modify the prices displayed on the Site at any time. The price confirmed by Gemalto when the Order is validated by the Purchaser shall be the sole valid price.

Gemalto’s EU VAT registration number is GB847056610.

**Article 5. Customs charges and duties**

Customs charges and duties may be levied depending on the applicable import regulations. Such additional charges and duties will be borne by the Purchaser, who is invited to contact the customs authorities of the country of delivery of the Products in advance. Gemalto has no control over such charges and duties, which vary significantly depending on the country.

**Article 6. Delivery**

Unless otherwise agreed in writing, any purchase from Purchaser to Gemalto will be considered as concluded FCA (as defined by the International Chamber of Commerce Official Rules for the Interpretation of Trade Terms, 2010 edition) at the Purchaser’s address specified during the Order process.

Prior to validation of the Order by the Purchaser, the date of delivery for the ordered Products will be indicated on the Site.

Prior to delivery, the Products will be preserved, packaged or crated in accordance with GEMALTO’s usual standards.

The Products delivered in accordance with an Order are definitively transferred and may not be either returned or exchanged except in the event of a provision to the contrary.

GEMALTO reserves the right to make partial and/or anticipated deliveries with partial invoicing for the relevant amount.
Article 7. Transfer of ownership

Title to the Products shall vest in the Purchaser at the time of delivery subject to payment in full.

Article 8. Transfer of risk

Risks in the Products shall pass to the Purchaser at the time of delivery.

Article 9. Warranty

Gemalto hereby warrants the Products to be free from defects in materials and workmanship under normal use and service for a period of twelve (12) months from the date of delivery. The Purchaser shall notify Gemalto of the defects in writing within seven (7) calendar days after the defects are discovered, and the notice shall thoroughly describe the conditions under which the defect has arisen in order to facilitate the diagnostic of the defect. If the Products are defective, the defects of the Products returned by the Purchaser will be made good at Gemalto's expense by repair or replacement at Gemalto's option.

The property of the defective Products shall pass to Gemalto upon delivery of the replacement. Transportation and insurance costs for defective parts returned to Gemalto shall be at the Purchaser's charge and transportation and insurance costs for parts replaced or repaired by Gemalto shall be at Gemalto's charge. For the Products which have been replaced or repaired by Gemalto hereunder, Gemalto shall have the same liability as set out in this Article 9.

The Products are provided “as is” and Gemalto’s warranty hereunder is strictly limited to the repair or replacement of defective parts. The above warranty shall apply only in as much as the Products have been used and maintained in compliance with Gemalto's instructions for use.

This warranty shall not apply to consumable and extendible items (such as batteries, fuses...) and to defects arising from or connected with Purchaser's failure to operate or maintain the Products in accordance with Gemalto's specifications and documentation and generally with standard practices of product operations and shall not be applicable to defects arising from or connected with (i) any modification of the Products with equipment, material, products or systems not furnished, not approved or not specifically recommended by Gemalto (ii) or any modification of the Products performed by others but Gemalto (iii) or any accident, vandalism, negligence or handling errors causing damage to the Products (iv) or normal wear and tear (v) or defective installation, maintenance or storage (vi) technical maintenance or interventions on the Products other than those deemed necessary by Gemalto. For Products resold as is and components that Gemalto purchases from suppliers, Gemalto's warranty is strictly limited to the terms granted to Gemalto by its suppliers.

Gemalto does not and shall not warrant that the Products will be resistant to all possible attacks and shall not incur, and disclaims, any liability in this respect. Even if each Product is compliant with current security standards in force on the date of their design, Gemalto does not represent nor warrant that the Products conform to the state of the art in electronic security mechanisms at the time they were made and the Purchaser acknowledges that the resistance of the security mechanisms necessarily evolves according to the state of the art in security and notably under the emergence of new attacks.

Under no circumstances, shall Gemalto be held liable for any third party actions or claims and, in particular, in case of any successful attack against systems or equipments incorporating the Products. Purchaser is deemed to have provided and is responsible for all designs, plans, data (e.g., personalization data), electronic security mechanisms and architecture, and specifications with respect to Products (collectively, "Designs"). If, at Purchaser's request or otherwise, Gemalto makes suggestions with respect to the Designs, Purchaser is responsible for analyzing the same and determining whether or not to incorporate them into the Designs. Purchaser represents and warrants that by placing an order for the Products (a) it relies on its own knowledge and judgment in the selection and use of the Products as well as the electronic security mechanism and/or architecture installed in the Products, and (b) it has read, understood and accepted the electronic security mechanisms and/or architecture offered by the Products.

Gemalto shall not be liable in any manner whatsoever with respect to failure of, or attack on the electronic security mechanisms and/or architecture of the Products.

The warranty in this clause and the rights and remedies of the Purchaser hereunder are exclusive and in lieu of and the Purchaser hereby expressly waives any other warranties, rights or remedies whether statutory, express or implied arising by law or otherwise with respect to any defects in or failures of the Products. In particular, Gemalto does not warrant that the Products will be resistant to any and all possible efforts to defeat or disable its functions, including its security mechanisms, and Gemalto shall not incur, and disclaims, any liability in this respect.

Article 10. Liability
To the maximum extent permitted by applicable law and with respect to any damages, losses or costs arising out of or related to the Contract, Gemalto or its suppliers, agents or distributors shall not be, in any case whatsoever, liable to the Purchaser, its officers, agents, employees, successors and/or assignees for any indirect, special, consequential or incidental damages of whatsoever kind or nature, including, but not limited to, any loss, cost, damage, loss of revenue, loss of profit, income, revenue, loss of use, production or anticipated savings, loss of business, contracts or commercial opportunities, loss or damage to goodwill or reputation, or any loss or corruption of any data, database or software incurred or suffered by the Purchaser and/or any third party resulting from a defect, infringement or alleged infringement, an incident, the failure of the Products or any failure to perform according to the Contract even if Gemalto has been advised of the possibility of such damages; losses or costs.

The Purchaser shall defend, indemnify, and hold Gemalto harmless from and against any claim based on any such damages, losses or costs.

Under no circumstances shall Gemalto be liable to the Purchaser for any damages, losses or costs resulting from or arising out of any illegal and/or fraudulent use of the Products by the Purchaser, any third party or the end-user.

Any action against Gemalto must be brought within no later than twelve (12) months after the cause of action arises.

The aggregate liability of Gemalto or its suppliers, agents or distributors in connection therewith shall not exceed either (i) the price of the Order giving rise to the claim or (ii) the total price actually paid to Gemalto under the Contract during the six (6) months preceding the event leading to the claim for damages by the Purchaser, whichever is smaller. This limitation of liability shall apply regardless of the form of action, whether in contract or in tort (including negligence) or based on a warranty.

**Article 11. Force majeure**

Gemalto shall not be in default if the performance of any of its obligations under the Contract is partly or wholly delayed or prevented by reason of Force Majeure.

“Force Majeure” shall mean any event beyond the reasonable control of Gemalto such as, without limitation: governmental decision, embargo, war, hostilities, act of the public enemy, terrorist attacks anywhere in the world, civil commotion, sabotage, fire, flood, explosion, epidemics, quarantine restriction, disturbances in supplies from normal reliable sources (including without limitation electricity, water, fuel and the like), strike (either at Gemalto or at its suppliers or subcontractors), lock-out and labour disturbances, delay from a supplier or subcontractor facing a case of force majeure as defined herein.

In case of Force Majeure, Gemalto shall give notice of the event to the Purchaser and the time schedule for the performance of the Contract shall be automatically extended by the period of time as reasonably necessary for Gemalto to overcome the consequences of such event.

If the performance in whole or part of any obligation is delayed or prevented by reason of Force Majeure for a period exceeding three (3) months, Gemalto may at any time, without further liability to the Purchaser, terminate the contract or any part thereof. The Parties will then try to establish by mutual agreement a liquidation settlement, failing which the provisions of Article 15 shall apply.

Force Majeure shall not prevent or delay the payment of any sum due or to be due by either Party.

**Article 12. Intellectual property**

The information and data (the “Information”) contained in any document or support of information supplied by Gemalto under the Contract shall remain Gemalto’s exclusive property along with all intellectual property rights (including but not limited to patent rights, copyrights, trademarks, designs) attached thereto.

Therefore, no right, title or interest is transferred to the Purchaser by the Contract in the names, trademarks, trade secrets, patents, pending patents, expertise, copyright and other intellectual property rights relating to the Products. In particular, to the extent that software is embedded in a Product, the sale of such Product shall not constitute the transfer of ownership rights or title in such software to Purchaser, but, subject to the provisions set forth herein, shall only imply a non-exclusive and non-transferable license to Purchaser under Gemalto’s intellectual property rights incorporated in the Products (i) to use such software in conjunction with and as embedded in the Products as supplied by Gemalto, and (ii) to use such Product in or in conjunction with products of Purchaser.

Except if explicitly otherwise provided in this Article 12, Purchaser shall not be granted any license, either directly or indirectly, by implication, estoppel, or otherwise, to any patent, trade secret, copyright and/or any other intellectual property right of Gemalto. The Purchaser shall not make any use of the Information other than for the purpose of the Contract or, as the case may be, installing, operating and/or maintaining the Products. Gemalto retains and shall retain
Article 13. Waste electrical and electronic equipment

Pursuant to the Directive 2002/96/CE on waste electrical and electronic equipment (WEEE), to the Directive 2002/95/CE on restriction of the use of certain hazardous substances in electrical and electronic equipment (RoHS) and to the applicable national transposition legislation and/or regulations, the financing of the management of WEEE may be transferred from the manufacturer to the users.

Unless otherwise agreed in writing between the parties, the Purchaser hereby accepts such charge and shall therefore:

✓ Be responsible for financing the collection, treatment, recovery, recycling and environmentally sound disposal of (i) all WEEE arising or deriving from the Products and (ii) all WEEE arising or deriving from products already on the market as of August 13, 2005 where such products are to be replaced by the Products and such products are of an equivalent type or are fulfilling the same function as that of the Products;

✓ Comply with all additional obligations placed upon the users by the WEEE regulations by virtue of the Purchaser accepting the responsibility set out in this Article.

The above-mentioned obligations shall be passed on by successive professional purchasers to the final user of the EEE, always under the Purchaser’s responsibility. Non compliance by the Purchaser with the above-mentioned obligations may lead to the application of criminal sanctions, as laid down in the applicable national transposition legislation and/or regulations.

Article 14. Amendments

The General Sales Terms and Conditions may be amended by Gemalto from time to time.

Article 15. Governing law and settlement of disputes

The validity, interpretation and implementation of the present general terms and conditions are subject to French law.

Subject to any mandatory statutory provisions, any dispute arising from the present conditions will come within the exclusive jurisdiction of the courts in the jurisdiction of the Versailles appeal court.

Article 16. Gemalto’s contact details

Gemalto may be contacted by:

• post at the following address:

Gemalto SA - Webstore Team

Avenue du Pic de Bertagne
BP 100
13881 Gémenos Cedex
FRANCE

• e-mail at the following address:

support.webstore@gemalto.com

• telephone at the following number accessible on working days: