

RCDevs Hardware Sales Agreement

This RCDevs Hardware Sales Agreement (“Agreement”) executed by and between RCDevs SA having his principal place of business at 1 Avenue du Blues, L-4368, Belvaux, Luxembourg (“RCDevs”) and the Purchaser, entitles the Purchaser to purchase the Product as defined in clause 1 below, subject to the terms and conditions mentioned below.

1. Definitions

“Purchaser” is the person or the company that purchases the Product.

“Product” or “Products” shall mean (i) any hardware sold by RCDevs to the Purchaser, (ii) any explaining materials and any documentation related to the Product including, without limitation, any description of the Product, its specification, description of properties, description of control (“Documentation”).

IMPORTANT: READ CAREFULLY: By ordering the Product the Purchaser fully accepts the present Agreement.



RCDevs SA
R.C.S Luxembourg N° B 175 104 - VAT ID : LU25945722 - Business licenses : 10033512/0
Place of business : 1, Avenue du Blues, L-4368 Belvaux - Luxembourg
Email: info@rcdevs.com - Voice mail: +33 9 72 14 53 03
Tel: +352 26 17 61 21 - Fax: +33 9 72 14 52 97

2. Export control

It is expressly understood that the Products and all obligations arising hereunder, are subject to export control laws and regulations, including without limitation, the requirement to obtain necessary approvals and licenses prior to the acceptance of any orders, or the export of Products, hereunder. Such shall also apply, by way of example only, to spare parts, warranty items delivered by RCDevs in connection with the Products, and the transfer or re-export of any such Products by Purchaser. RCDevs shall be excused from performance, and not be liable for damages, including the assessment of late delivery penalties, for failure to deliver Products hereunder resulting from the any government's denial or withdrawal of approval to export Products to Purchaser. Purchaser shall comply with such applicable Export Laws and obtain any license, permit, or authorization required to re-export or import the Products and related technology and documentation.

3. Delivery of products

3.1. Shipping Schedule

RCDevs shall use its reasonable efforts to ship Products to Purchaser in accordance with the shipment schedule provided by RCDevs to Purchaser. Delivery dates proposed by Purchaser in its purchase order or other documentation shall not be binding on RCDevs.

3.2. Cancellation and Rescheduling

If Purchaser defaults on any of its obligations, RCDevs may decline to make further shipments, terminate any of Purchaser's orders, or both, without affecting RCDevs's rights and remedies including, but not limited to, RCDevs's right to receive cancellation charges and quantity price adjustments. Orders are non-cancellable after the legal delay of seven (7) days following the order, and Purchaser shall remain liable for the full purchase price in the event of any attempted cancellation or refusal of delivery.

3.3. Shipment

All shipments of Products shall be shipped to Purchaser's delivery address as set forth in the address identified in the order. Unless specified by Purchaser in its purchase order, RCDevs shall, in its sole discretion, determine the means of shipment and insurance, if any, for the Products. RCDevs' selection of the carrier shall be strictly on Purchaser's behalf. RCDevs does not assume any liability for the carrier's delivery of the shipment. Purchaser will assume all risks of loss or damage to the Products upon delivery by RCDevs to the carrier at the point of shipment. All arrangements for transportation of Products shipped will be made by RCDevs. RCDevs shall invoice, and Purchaser shall pay for, any and all shipping, handling, customs, and similar charges incurred by RCDevs in shipping Products to Purchaser. Purchaser shall be solely responsible for all storage, and other charges at the destination specified by Purchaser.

3.4 Refunding

The Products cannot be reimbursed i) after RCDevs has sent the seed file of the Products to the Purchaser, ii) or if the Product is branded for the Purchaser, iii) or if the packaging of the Products is opened.

The banking fees, if any, which has been applied on the payment of the purchase by the Purchaser will be Purchaser's sole responsibility. These banking fees will be deducted from the amount to be reimbursed by RCDevs to the Purchaser.

4. Limited warranty

4.1. Express Warranty

Subject to the provisions of this Section 4 and 5, RCDevs expressly warrants that, for a period of twelve (12) months (unless a longer period is specified in written documentation accompanying Product) (the "Warranty Period"), all hardware components of the Product shall be free from faulty workmanship and defective materials under normal use and service. The Warranty Period shall commence on the date the Product is shipped from RCDevs's facility (as evidenced by RCDevs's packing slip or other receipt). The warranty stated by RCDevs in this Section 4.1 is the only express warranty provided by RCDevs. This express warranty may be modified only by express written agreement between the parties, and may not be modified or amended by any course of dealing between the parties, or custom and practice in the industry. Purchaser's remedies and RCDevs's aggregate liability with respect to the warranty provided by RCDevs in this Section 4.1 are set forth in and limited by this Section 4 and Section 5.

4.2. Warranty Remedy

If a hardware Product fails under normal use and service during the Warranty Period due to a defect in materials or faulty workmanship, RCDevs' sole obligation shall be to repair or replace the Product, at RCDevs' option. Following repair or replacement, the Warranty Period shall expire at the end of the original period. All Products and components that are replaced by RCDevs shall become RCDevs' property.

4.3. Warranty Conditions

RCDevs' express warranty is contingent upon Purchaser's payment of the purchase invoice and proper use of the Product, in accordance with any instructions or Documentation provided by or available from RCDevs. RCDevs shall have no obligation under this express warranty unless Purchaser promptly reports the claim. RCDevs' obligations under this warranty are subject to RCDevs examination of the Product and RCDevs' determination to its reasonable satisfaction that the claimed defect or fault actually exists and is not excluded from RCDevs warranty under this Section 4. If RCDevs determines that the Product is not defective or faulty within the terms of the express warranty, Purchaser shall pay for all costs of handling, transportation and repairs at RCDevs' then prevailing repair rates.

4.4. Warranty Exclusions

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RCDevs' express warranty shall not apply if the defect or fault is caused by any of the following after shipment by RCDevs: accident, unusual physical, electrical or electromagnetic stress, neglect, misuse, failure of electric power or environmental controls, fire or other act of God, Purchaser's failure to maintain the Product in accordance with RCDevs' specifications, abuses to the Product other than ordinary use, modifications by Purchaser, alterations or repairs by a party other than RCDevs (unless specifically authorized by RCDevs in writing). This express warranty will be rendered void if RCDevs' serial numbers, warranty data or quality assurance decals on the Product are removed or altered.

4.5. Warranty Limitations

RCDevs' express warranty is strictly for the benefit of Purchaser and does not extend to any third party.

4.6. Disclaimer

THE EXPRESS WARRANTIES OF RCDEVS STATED IN SECTION 4.1 ARE IN PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE EXPRESS OBLIGATION OF RCDEVS STATED IN SECTION 4.2 REPLACES ANY OTHER LIABILITY OR OBLIGATION OF RCDEVS ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE OR PERFORMANCE OF THE PRODUCTS. RCDEVS DOES NOT INSURE THE SECURITY PROVIDED BY THE PRODUCTS, NOR DOES IT WARRANT AGAINST IMPROVEMENTS IN THE TECHNICAL ARTS THAT MAY RENDER THE PRODUCTS INEFFECTIVE OR OBSOLETE.

5. Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT SHALL RCDEVS, HIS OFFICERS, EMPLOYEES AND/OR LICENSE PROVIDERS BE HELD LIABLE FOR ANY LOST PROFIT, REVENUE, SAVINGS OR SALES, OR FOR COSTS EXPENDED TO PROCURE SPARE GOODS OR SERVICES, FOR PROPERTY DAMAGE, PERSONAL DAMAGE, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, ECONOMIC, COVERING, CRIMINAL, SPECIAL OR CONSEQUENTIAL DAMAGE, CAUSED IN ANY MANNER WHATSOEVER, WHETHER ARISING FROM A CONTRACT, NEGLIGENCE OR OTHER FACT ESTABLISHING THE OCCURRENCE OF LIABILITY, INCURRED DUE TO THE USE OF OR IMPOSSIBILITY TO USE THE HARDWARE, EVEN IN THE EVENT THAT RCDEVS HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE CERTAIN JURISDICTIONS AND CERTAIN LAWS DO NOT PERMIT THE EXCLUSION OF LIABILITY BUT MAY ALLOW THE LIMITATION OF LIABILITY, THE LIABILITY OF RCDEVS, HIS OFFICERS, HIS EMPLOYEES IN SUCH CIRCUMSTANCES SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE PRICE PAID BY PURCHASER TO RCDEVS FOR THE PRODUCTS.

6. Applicable law

This Agreement shall be governed by and construed in accordance with the Luxembourg law. The Purchaser expressly agrees that exclusive jurisdiction for any claim or dispute with RCDevs or relating to any Product purchases resides in Luxembourg and he further agrees and expressly consents to the exercise of the personal jurisdiction in courts of competent jurisdiction in Luxembourg in connection with any such dispute or claim.

7. General provisions

If any provision of this Agreement is invalid or unenforceable, this shall not affect the validity of the remaining provisions of the Agreement. Those shall remain valid and enforceable under the terms and conditions stipulated herein.

This Agreement between the Purchaser and RCDevs represents the single and entire Agreement applying to the Product and completely supersedes any prior agreement, ~~license~~, representations, negotiations, obligations, reports, or advertisement of information related to the Product.

The Parties undertake obligations, that any and all business and other facts, information, solutions or data which are characteristic to one or both of the Parties and of which disclosure to the public or of which acquisition or use by unauthorized persons are likely to hurt or imperil the rightful financial, economic or market interests of the Parties - provided the given Party has taken all of the necessary steps to keep such information confidential - shall be treated as business secret by the Parties and none of the Parties are authorized to release business secrets to third parties.

8. Confidentiality

The Parties undertake obligations, that any and all business and other facts, information, solutions or data which are characteristic to one or both of the Parties and of which disclosure to the public or of which acquisition or use by unauthorized persons are likely to hurt or imperil the rightful financial, economic or market interests of the Parties - provided the given Party has taken all of the necessary steps to keep such information confidential - shall be treated as business secret by the Parties and none of the Parties are authorized to release business secrets to third parties.

During the term of this Agreement, RCDevs will collect some personal data such as the name, electronic email and address of some representatives of Licensee as required by law or for legitimate business purposes and in compliance with the EU General Data Privacy Regulation com-

ing into force May 25, 2018. Licensee expressly consents to the collection and processing of such information by RCDevs. This information will not be transferred to any third party or processed by RCDevs for any other purposes than the ones for which the data was initially collected. In accordance to the law, RCDevs will delete this data in a reasonable delay after the end of any business relationship with the Licensee and will only retain the data as long as necessary for the provision of services to the Licensee under this Agreement or as otherwise required by law. Any person concerned by such private data collection can contact RCDevs anytime at privacy@rcdevs.com to access, modify or delete one's information.

9. Amendments to this Agreement

We may at any time amend, delete or add to this Agreement (a "Change") by giving notice of such Change by posting a revised version of this Agreement on the RCDevs website. A Change will be made unilaterally by us and you will be deemed to have accepted the Change after you have received notice of it. We will give you 2 months' notice of any Change with the Change taking effect once the 2 month notice period has passed, except the 2 month notice period will not apply where a Change is required by law or relates to the addition of a new service, extra functionality to the existing Service or any other change which neither reduces your rights nor increases your responsibilities. In such instances, the Change will be made without prior notice to you and shall be effective immediately.

10. Contacts

Purchaser may contact RCDevs Sales Department at:

RCDevs SA, 1 avenue du Blues, L-4368 Belvaux, Luxembourg

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