



General Conditions of Sales and Services

B to C – Validity 1/09/2023

ARTICLE 1 : Definitions

« Contract »: means the General Conditions and the quotations accepted by the Customer.

« Party (ies) »: means individually NSE or the Customer and collectively NSE and the Customer.

« Customer »: refers to any individual or legal entity not acting in a professional activity wishing to subscribe on a personal basis to the Service(s) offered by NSE.

« Fault finding » means the operation carried out by NSE in order to be able to draw up a repair estimate. This operation may consist of a diagnosis or an expertise.

« General Conditions » means the present General Conditions of Service

« NSE »: refers to the company and its subsidiaries.

« Order(s) »: means any order in whatever form, issued by the Customer and expressly accepted by NSE, for the purchase of Products and/or Services at the price quoted by NSE.

« Product » means the good, the equipment and/or the material belonging to the Customer, which is no longer under contractual warranty, for which the Customer wishes to benefit from a Service.

"Products and/or Services": refers to all or part of the range of products and/or services offered by NSE to its customers.

« Repair or maintenance operation »: means any operation carried out by NSE under an order or a contract, on equipment entrusted by a customer, whether that equipment belongs to the Customer or to an End User.

« Services » : means the repair and maintenance services outside contractual warranty that NSE offers to Customers

ARTICLE 2 : Scope

2.1. The purpose of the present General Conditions of Services is to define the terms and conditions for offers issued by NSE or for service request from the Customer. The provisions of the present General Conditions constitute the law of the parties and therefore imply the Customer's unreserved adherence to these General Conditions which he acknowledges having perfect knowledge of, as soon as he makes a request for Service.

2.2. The present General Conditions shall prevail and apply to the exclusion of any document issued by the Customer.

2.3. Unless NSE has given its express prior written consent, no other special conditions may be invoked against NSE.



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2.4. The fact that NSE does not take advantage of any of the present General Conditions at a given moment cannot be interpreted as a waiver to take advantage of any of the said General conditions at a later time.

ARTICLE 3 : Quotation

3.1. The Customer may be asked to provide certain personal information for the purpose of preparing a quotation. This information is processed and collected by NSE for the purpose of providing the service. The Customer naturally has a right of access, modification, rectification and deletion under the conditions set at the article 10 of these General Conditions.

Mandatory information includes surname, first name, e-mail address of the Customer, a personal password issued by the Customer, the telephone number, the postal address: postcode, town and state. The other information is communicated voluntarily by the Customer. The Customer guarantees that the data he communicates is correct and true. The Customer undertakes to inform NSE without delay of any changes in the data he has communicated at the time of his order.

NSE cannot be held responsible for any erroneous or false information which makes it impossible for NSE to carry out its obligations, notably, to carry out the services requested.

In no case, can NSE be held responsible for the usurpation of a customer's identity, given that it does not have the technical means to systematically verify the identity of persons.

3.2. For any repair request, the Customer must send his request to NSE, specifying the type of Product (brand, model, version, etc.), the malfunctioning observed and the date of purchase of the Product, to the following address:

- By Phone: on +33 (0)4 – 70 58 43 90
- By post: NSE, Business Unit Services, ZA La Tour, 03200 Abrest

3.3. On receipt, NSE will draw up a quotation for which a charge will be made. Quotations are drawn up exclusively on the basis of the element communicated by the Customer insofar as the Products are not dismantled and analysed before the intervention. Documents of any kind provided or sent by NSE shall always remain its sole property and are confidential. They may only be used directly or indirectly by the Customer with the written consent of NSE.

3.4. If necessary and after the consent of the Customer, NSE may carry out a diagnosis of the Product, in order to clarify its quotation. In this case, the diagnosis costs will be invoiced on the basis of an hourly rate indicated on the initial quotation. In the event that new technical facts are discovered during the search for a fault or on receipt of the Products which may increase the cost of the repair, NSE will inform the Customer of the new financial conditions and deadlines.

3.5. The cost of drawing up a quotation and of the analysis (including the costs of dismantling and reassembling as well as the costs of transporting the Products) are invoiced to the Customer even if the Product is not repairable or if the Customer does not accept the quotation.

3.6. In the absence of any specific provision, the Customer has thirty (30) days to accept or refuse the quotation. If the Customer refuses or does not respond within thirty (30) days, the quotation will lapse. If the quotation is accepted, the Customer will be contacted to determine the terms and conditions for the taking in charge of the Product.

3.7. NSE will only work on the Product once it has received the quotation signed by the Customer. The quotation shall state "Quotation received prior to the execution of the work"



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3.8. NSE also reserves the right to refuse a request for repair in the event that the Customer is not up to date with his obligations of any nature whatsoever, and in particular, without this list being exhaustive, default of payment or payment incident. Such a refusal constitutes a legitimate reason within the meaning of the article L121-11 of the Consumer Code and cannot constitute a refusal to sell.

ARTICLE 4 : Price

4.1. Price for Services including quotations fees, travel and accommodation cost, waiting fees, custody fees and labour costs are specified in the NSE offer. The cost of transporting the Products is the responsibility of the Customer.

4.2. The Services are invoiced at the price of the tariff in force on the day of acceptance of the quotation, except where specific stipulations are indicated in the repair order accepted by both Parties.

4.3. The prices are in euros and include all taxes.

4.4. Even if the Customer has a special personal insurance policy to cover all or a part of the repairs, the Customer remains solely responsible for payment in full for the services, as NSE has no contractual relationship with the Customer's insurer.

4.5. Prices are also automatically increased by the amount of taxes, charges, fees or contributions of any kind, current or future, borne or due by NSE. All modifications and/or evolutions of the said increases will be immediately applicable by right to the contract in progress.

ARTICLE 5 : Payment

5.1. Invoices are payable on receipt, by check, bank transfer, credit card, by the Customer at the address stipulated in the quotation or repair order, net and without discount, without deduction of any kind, including in the case of advance payment.

5.2. Any claim by the Customer shall not have the effect of deferring or suspending payments.

5.3. In the event of failure to pay on time, the Customer shall be liable for late payment penalties in accordance with article 1231-6 of the French Civil Code, without prejudice to any damages.

5.4. In the event of non-payment of all or part of the invoice, NSE shall also have the right to:

Suspend or terminate any other current Service by operation of law

Demand immediate payment in full of all sums still owed by the Customer in respect of Services in progress

Withhold the Products, the object of Services, until full payment of the price

5.5. Under no circumstances may payments due to NSE be suspended or reduced or offset in any way without the written consent of NSE.



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ARTICLE 6 : Right to Withhold

- 6.1. NSE has a right to withhold all goods entrusted by the Customer for repair.
- 6.2. NSE may retain the goods entrusted to it until the repair has been paid for in full.

ARTICLE 7 : Right of Withdrawal

7.1. In the cases defined in the article L221-1 of the Consumer Code and at the article L221-18 and following of the same Code, the Customer has a withdrawal period of fourteen (14) clear days from the signing of the quotation to cancel the service, for any reason whatsoever, by sending NSE a registered letter with a request for acknowledgement of receipt ideally including the reason for the refusal in order to ensure internal traceability.

7.2. The right of withdrawal can be exercised by the Customer before the expiry of the legal period of 14 days, by filling and sending to NSE the standard withdrawal form available on the website <https://www.nse-groupe.com/en/general-conditions/> or on request. The Customer will be informed of his right of withdrawal before any quotation is signed by means of these General Conditions. In the event of withdrawal in accordance with the above provisions, the Customer will receive an acknowledgement of receipt of the withdrawal without delay.

7.3. At the express request of the Customer, obtained by any means, the Services may begin before the end of the withdrawal period. In such a case, if the Customer decides to exercise his right of withdrawal, he shall pay an amount corresponding to the service provided until the communication of his decision to withdraw; this amount is proportionate to the total price of the service agreed in the contract under article L221-5 of the Consumer Code.

7.4. The Customer shall bear the cost of returning the Products, if they are at NSE, in accordance with article 9.5

7.5. After receipt in accordance with this article, NSE shall refund the Customer at the latest within fourteen days of the date which NSE is informed of the Customer's decision to withdraw.

7.6. The right of withdrawal does not apply in particular to :

- the delivery of Products which have been unsealed by the Customer and which cannot be returned for reasons of health protection;
- the delivery of Products that have been indissociably mixed with other items after delivery;
- the delivery of Products that have been clearly personalised or made to the Customer's specifications;
- the supply of services fully executed by NSE for which the Customer has agreed at the time of placing the order that NSE will begin execution before the end of the withdrawal period, recognising the loss of the right of withdrawal;

ARTICLE 8 : Provision of the Products

8.1. The Products are transported by the Customer to NSE's repair site, as indicated on the repair order, under the Customer's responsibility and at the Customer's expense unless otherwise agreed.



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8.2. The Parties may agree that the Products will be collected by NSE at the Customer's expense. In this case the Parties shall agree a date for the provision of the Products. If the Products are not made available to NSE on the agreed date and time, NSE will charge the Customer a waiting fee at the rate in force at the time of acceptance of the quotation.

8.3. The time limits for the intervention communicated in the quotation or repair order run from the time the Products are received or made available.

ARTICLE 9 : Customer's obligation

9.1. Maintenance – Repair

The Customer certifies that he is the owner of the Product entrusted to NSE or that he has the owner's permission to entrust them to NSE for repair or maintenance.

The Customer shall indemnify NSE against all claims by third parties in respect of the products entrusted for repair or maintenance.

In the case of Products containing or using third party software, the Customer declares that he has all the right of use to maintain the Products.

9.2. Data backup

The Customer remains solely responsible for the backup of his data. The Customer shall ensure that before entrusting his goods to NSE he makes any necessary back-up of his data. The Customer acknowledges and accepts that due to the nature of the Services, any data contained in or on the Products may be erased, destroyed or lost.

Under no circumstances shall NSE be liable for any loss or damage to data or any deterioration in data or loss of turnover, profits or even loss of opportunity.

9.3. Intervention on Customer site

For interventions carried out on the Customer's site, the Customer undertakes to facilitate access to NSE by providing all access authorizations.

9.4. Replaced parts

If the Customer wishes to keep the replaced parts, he must notify this on the request for quotation. These will then be returned to the Customer under the same conditions as those set out in article 9.5.

Failing this, the Customer shall be deemed to have abandoned the replaced parts to NSE who shall be entitled to pass on part of the cost of waste disposal to the Customer.

In case of repair on the Customer's site, the Customer is solely responsible for the disposal of the replaced part.

9.5. Removal of the Products at the end of the intervention

At the end of intervention or in case of refusal of the Customer to sign the repair quotation and/or in case of non-response of the Customer within the validity period of the said quotation, the Customer will receive a notification of the availability of the Products on the site of NSE. The Customer is solely responsible for the costs and risks involved in returning the Products.



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In the event of failure to collect the said Products within a period of 15 days and after unsuccessful formal notice, NSE shall invoice the Customer for storage costs at the current rate indicated on the quotation and, failing this, of 10 euros per day, without prejudice to the right to sell the abandoned objects, within a period of one year, under the conditions of the law of 31st Decembre 1903.

Article 10 : Export control regulations

The Customer undertakes not to export, re-export or transfer any products (including software or other digital products) purchased hereunder to any country, individual, company, organisation or entity for which such export is restricted or prohibited by law.

In accordance with the regulations in force, any order or contract relating to military products shall be subject to the suspensive condition of obtaining an export or transfer licence.

In accordance with current regulations, any order or contract relating to dual-use products shall be subject to the condition precedent of obtaining an export or transfer licence.

ARTICLE 11 : Warranty for replaced part and repair services

11.1. Legal Warranties

NSE guarantees the Customer for any lack of conformity and/or hidden defects of the replaced parts in accordance with the legislative provisions in force. This legal warranty applicable exclusively to replaced parts, does not in any way guarantee and/or extend the warranty against hidden defects for the Product as a whole.

11.2. Contractual Warranties

Repair services are guaranteed for a period of 3 months from the day the repaired Product is made available. This warranty only covers the parts replaced during the intervention. In the event of a problem being discovered during this period, the Customer must inform NSE within 48 hours so that it can carry out any useful observations.

This contractual warranty does not cover:

Wearing parts

Elements supplied by the Customer or a third party not approved by NSE,

Parts of the products that have been transformed, as well as the consequences of the transformation of other parts on the Products,

Damage resulting from poor maintenance of the Products,

Damage caused by external causes or caused by events of force majeure

With regard to repair services, given the complexity of the Products and their second-hand condition, NSE only intervenes within the framework of an obligations of means.

11.3 Warranty specific to the activity of repairing equipment on aircraft

11.3.1 In the absence of any agreement to the contrary, overhaul and repair services are delivered with a warranty of six months from delivery. The warranty shall only cover the repair work performed.

11.3.2 In the event of a warranty claim, the equipment with an explicit demand warranty claim must be received by NSE within three (3) days of the discovery of the defect. A description of the fault must accompany the request.



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11.3.3 The decision to carry out repairs under the warranty will be taken by NSE, who will notify this by sending a technical examination report specifying which repairs are covered and which are not. If the Customer accepts the conclusions of this report, he shall confirm this to NSE who shall proceed with the repairs. If the Customer does not accept the conclusions of this report, NSE shall summon the Customer for an expert examination in his presence. In all cases, the costs of the survey shall be charged to the Customer.

11.3.4 Any intervention by NSE on any other part of the equipment is excluded from this warranty.

ARTICLE 12: Confidentiality

12.1. The Customer shall consider as strictly confidential and shall refrain from disclosing any information communicated, be it technical formulas, concepts or any other information other than public information of which it may become aware during the performance of the Service.

12.2. Similarly, NSE undertakes to keep strictly confidential any information it may have in its possession during the performance of the Services and not to disclose it to anyone else either during the performance of the Service or after the completion.

ARTICLE 13 : Compliance with the NSE Ethics Code of Conduct

The Client undertakes to comply with the principles set out in this Code of Conduct, which is available on the website www.nse-groupe.com, [here](#).

The Customer declares in particular that he has not infringed the laws and regulations concerning the fight against corruption, that he or any of his directors or managers have not been subject to civil or criminal sanctions, in France or abroad, for violation of the laws and regulations concerning the fight against corruption.

In the event of non-compliance with these principles, NSE shall be entitled to terminate any Orders in progress with immediate effect and without compensation, without prejudice to any recourse against the Customer.

ARTICLE 14: Personal Data Processing and Privacy Policies NSE

NSE is committed to comply with the obligations arising from National and European regulations (EU Regulation 2016/679) on the protection of personal data, in accordance with the provisions from the Privacy Policy, available at <https://www.nse-groupe.com/politique-de-confidentialite>.

ARTICLE 15 : Suspension and Termination

15.1. NSE shall be entitled to suspend performance of the Services in the event of non-payment (or risk of non-payment) by the Customer on any due date. Performance may be suspended until the outstanding invoice has been paid. The time limits for performance shall be automatically extended by the duration of the Customer's delay in making payment, which in turn shall be increased by the costs incurred by NSE as a result of the suspension and interest on arrears in accordance with the article 5.3.



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15.2. In the event of a serious breach by one of the Parties of one of its obligations, the other Party may give notice to the defaulting Party to remedy the said breach by e-mail or by registered letter with acknowledgement of receipt. If thirty (30) days after this notification, the defaulting Party has not undertaken to remedy the breach, the other Party is entitled to terminate the Contract by registered letter with acknowledgement of receipt. Termination shall be effective as of the date of receipt of the aforementioned registered letter.

15.3. If the Parties have decided to terminate the contract due to a Force majeure event, the Customer shall pay NSE for any part of the Services performed to the date of termination and shall reimburse NSE for all costs incurred in the performance of the Contract.

ARTICLE 16: Force majeure

NSE shall not be held responsible for the non-execution of any of its obligations insofar as it proves that this non-execution was due to a case of force majeure as defined by the French Civil Code and in particular in following case: war, declared or not; civil war; riots or revolution, acts of piracy, sabotage, fire or natural disaster.

ARTICLE 17 : Transfert – Subcontracting

NSE reserves the right to entrust a third parties with the performance of all or part of the Services.

ARTICLE 18 : Various provisions

18.1. The Contract may not be amended or modified except by specific written agreement signed by Parties.

18.2. If one or more stipulations of these General Conditions are held to be invalid or declared as such in application of the law, a national or international regulation or following a final decision of a competent court, the other stipulations shall retain all their force and scope and the Parties shall proceed without delay to make the necessary changes, respecting as far as possible the agreement of will existing at the time of signing the Contract.

ARTICLE 19 : Governing law – Dispute resolution

19.1. In the event of a dispute between NSE and the Customer, they will endeavour to find an amicable solution.

Failing an amicable agreement, the Customer may refer the matter free of charge to the consumer mediator: the Association of European Mediators (AME CONSO) to which NSE belongs, within a period of one year from the date of the written complaint sent to NSE.

Referral to the consumer ombudsman must be made :

- either by completing the form provided for this purpose on the AME CONSO website: <https://www.mediationconso-ame.com/>;
- or by post addressed to AME CONSO, 197 Boulevard Saint-Germain - 75007 PARIS.

19.2. The law applicable to these General Terms and Conditions is French law.

19.3. In the event of a dispute relating to the existence, interpretation and performance of these General Terms and Conditions, only the French courts will have jurisdiction.