## **ARTICLE 1.: PURPOSE**

These special terms and conditions supplement the NEWSTEO general terms and conditions of sale. They define the technical and financial terms under which NEWSTEO agrees to perform a metrology service for the CUSTOMER, hereafter referred to as the "SERVICE".

These special terms and conditions shall prevail over the general terms and conditions should any conflict arise appear between the two documents.

These special terms and conditions supersede all other previous existing special terms and conditions.

The SERVICE is not intended for individuals. It is solely intended for professionals.

#### **ARTICLE 2.: RESOURCES**

NEWSTEO has the equipment necessary to perform the SERVICE in the best possible conditions.

### ARTICLE 3.: TERMS AND CONDITIONS FOR EXECUTION OF THE SERVICES

NEWSTEO will inform the CUSTOMER of the execution of the SERVICE by email.

The execution of the SERVICE shall only take place on condition that the CUSTOMER be in good standing on its payments to NEWSTEO and that the CUSTOMER has accepted these special terms and conditions.

## ARTICLE 4.: NEWSTEO'S OBLIGATIONS AND RESPONSABILITY

NEWSTEO commits to exercise due care and diligence in providing a quality SERVICE in accordance with industry practises and state of the art.

NEWSTEO is also responsible for:

- ensuring the Confidentiality of the data processed,
- ensuring the Impartiality of the outcomes,
- ensuring the Integrity of the measuring devices entrusted.

#### ARTICLE 5.: THE CLIENT'S OBLIGATIONS AND RESPONSIBILITY

The CUSTOMER shall act as an independent entity and consequently, shall be the sole bearer of the risks of its activity. The CUSTOMER is solely liable for the use, for the content of the information transmitted and stored, distributed or collected, for its exploitation and updating.

NEWSTEO reserves the right to suspend the SERVICE without notice, under the terms and conditions set forth herein, in the event that the CUSTOMER does not comply with NEWSTEO's general terms and conditions, and in general, all laws and regulations in force, as well as the rights of third parties.

#### **ARTICLE 6.: PRICING**

The purchase and renewal prices for the SERVICE are available from NEWSTEO.

## **ARTICLE 7.: BILLING AND PAYMENTS**

The CLIENT must be in good standing on its payments in order to take advantage of the SERVICE. Otherwise, the service may be suspended by NEWSTEO without any further conditions.

#### ARTICLE 8.: CONFIDENTIALITY

8.1 The CLIENT's <u>administrative data</u>, such as name, telephone number, etc. shall in no way be used for other purposes than those concerned by the SERVICE, in compliance with GDPR directives.

Except in the event of a legal obligation (court bailiff, warrant, etc.), they shall not, in any case, be communicated to third parties for solicitation or any other sales efforts.

8.2 The CLIENT's <u>information</u> collected during the SERVICE or any activity related to the metrology service shall not, in any case, be used for other purposes besides those of the SERVICE, covered by these terms and conditions. Some information may potentially be disclosed to third parties bound to confidentiality.

## **ARTICLE 9.: EQUIPMENT PURCHASED**

The NEWSTEO equipment for measuring and transmission are purchased separately from these services by the CUSTOMER and become its sole property. This equipment is subject to the clauses in the NEWSTEO general terms and conditions of sale (available for download on the website) and are in no cases managed hereby.

# ARTICLE 10.: INSTALLATION OF EQUIPMENT

The equipment must be installed by the CUSTOMER, using the documentation provided by NEWSTEO. Beyond technical support, except in the event of a specific agreement that is billable, NEWSTEO staff will not provide on-site assistance to the CUSTOMER under these terms and conditions.

#### **ARTICLE 11.: CLAIMS**

Upon request, NEWSTEO shall make a procedure for processing claims available to the CUSTOMER.

## ARTICLE 12.: ACCEPTANCE OF THESE Ts & Cs

Initial access to the NEWSTEO SERVICE requires the first user to formally confirm acceptance of these terms and conditions.

The signed and dated document may also be returned:

CLIENT Acceptance, dated:	
By Mr. or Mrs.:	
Position:	
Signature:	