

General terms of sale

VIAPrevent AI unit, relays, accessories and subscription | Version of 09/09/2026

These general terms of sale (GTS) apply to any order for VIAPrevent equipment and services placed with SAS VIAPREVENT. Together with the signed purchase order they form the entire contract; any order implies their acceptance without reservation.

Article 1 — Purpose and scope

The GTS govern the sale of the VIAPrevent AI unit (traffic counting, speed and noise measurement, alerts), the associated relays and accessories (solar kit, battery, street-lighting power supply, air sensor, etc.) and the accompanying subscription (4G connection, web portal, warranty), subscribed in packs of 1 to 10 years.

They are intended for professionals and public bodies (local authorities, road managers, companies). Sales to consumers are governed by the French Consumer Code and are subject to specific terms on request.

Article 2 — Ordering

Orders are placed via the purchase order generated on www.viaprevent.com or on quotation. The order becomes firm on receipt of the signed purchase order and these signed GTS; VIAPREVENT confirms it by email. No payment is made online.

Article 3 — Prices

Prices are in euros excluding tax, VAT to be added at the applicable rate, excluding shipping and installation. The applicable prices are those of the accepted purchase order; VIAPREVENT may change its prices at any time for future orders.

Article 4 — Payment

Payment is made by bank transfer or administrative mandate upon receipt of invoice, at 30 days. Any delay automatically incurs penalties at the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 points, and a fixed indemnity of €40 for recovery costs (article L441-10 of the French Commercial Code). After formal notice remains without effect, VIAPREVENT may suspend the 4G subscription and portal access.

Article 5 — Delivery

Equipment is delivered in mainland France to the address stated on the purchase order; lead times are indicative. The customer checks the parcel on receipt and notifies any reservations to the carrier and to VIAPREVENT within 48 hours. Risk passes on delivery.

Article 6 — Installation and permits

Installation is carried out by the customer, on a pole of 60 to 114 mm at a height of 2 to 4 metres, in accordance with the installation manual provided. The customer obtains the necessary permits (occupation of the public domain, connection to street lighting, declarations) and remains responsible for the choice of site, mounting and power supply.

Article 7 — Subscription, 4G and portal

The duration of the ordered pack covers the unit's 4G connection, access to the web portal (real-time and historical data, alerts, relay control) and the warranty described below. Renewal is yearly, before expiry, at the catalogue price in force. 4G coverage of the site depends on the operator; VIAPREVENT does not guarantee permanent network availability.

Article 8 — Data and retention

The unit only transmits anonymous data: counts, user categories, speeds, noise levels, relay states and alerts. These statistics are kept on the portal for **twelve rolling months**, then deleted; the customer exports the data it wishes to keep before expiry. Short alert clips (a few seconds, low resolution, no recognition of persons or plates) follow the same period. Data are hosted in France. At the end of the subscription, portal access ends and data are deleted at the end of the twelve months.

Article 9 — Warranty

The VIAPREVENT unit and the relays are covered by **standard exchange** for the whole duration of the subscribed pack (1 to 10 years). The **solar panel and the battery** are covered for **one year** from delivery.

The warranty covers the replacement of any equipment showing a malfunction under normal conditions of use, by standard exchange: VIAPREVENT ships replacement equipment on receipt of the faulty equipment, or beforehand by written agreement.

Replacement in the event of **vandalism** is covered, limited to **one exchange per year and per unit**.

The **return costs** of the equipment and the **reshipping** of the replacement equipment are borne by the customer. Exchanged equipment becomes the property of VIAPREVENT.

During the subscribed period, the 4G subscription and access to the web portal are maintained.

Article 10 — Warranty exclusions

The following are excluded from the warranty:

- **theft** and disappearance of the equipment, and vandalism beyond the annual exchange;
- lightning, power surges, fire, flooding, natural disasters and any case of force majeure;
- installation not compliant with the manual: mounting, height, orientation, sealing, wiring, connection;
- opening the unit, any modification, repair by a third party or software not supplied by VIAPREVENT;
- power supply out of range (street lighting, 12 V) or a fault in the customer's electrical installation;
- normal wear and consumables: battery and solar panel beyond one year, seals, fixings;
- insufficient 4G coverage or a failure of the operator's network;
- damage occurring after delivery during transport, storage or handling by the customer;
- use outside the intended purpose: identification of persons, video surveillance, recording or sanctioning of offences;
- conditions outside specifications (temperature, immersion, impacts) and accessories or parts not supplied by VIAPREVENT.

The warranty does not cover re-installation of the equipment or on-site intervention costs.

Article 11 — Indicative measurements and liability

Counts, speeds and noise levels are decision-support measurements, not type-approved; they cannot be used to record or sanction an offence. VIAPREVENT's liability is limited to the amount excluding tax of the order concerned and does not cover indirect damage (loss of business, loss of data, damage to image). VIAPREVENT is not liable for the consequences of using the equipment outside its intended purpose.

Article 12 — Software and intellectual property

The embedded software, the portal and the analysis models remain the property of VIAPREVENT. The customer has a non-exclusive, non-transferable right of use for the duration of the subscription; any reproduction, decompilation or modification is prohibited. Updates are deployed remotely.

Article 13 — Retention of title

The equipment remains the property of VIAPREVENT until full payment of the price. The customer nevertheless bears the risks from delivery and insures it against theft and damage.

Article 14 — End of subscription

At the expiry of a non-renewed pack, the 4G connection, the portal and the warranty end; the equipment remains the property of the customer. Early termination does not give rise to any refund.

Article 15 — Applicable law and disputes

These GTS are governed by French law; the French version prevails. Failing an amicable settlement, any dispute is brought before the competent courts of Nice, France.

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Read and approved, on at

Name, position and signature of the customer: