



E-PROPS — SAS ELECTRAVIA

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# GENERAL TERMS AND CONDITIONS OF SALE

*Conditions Générales de Vente*

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<b>Version</b>	01-01-2026
<b>Language</b>	English
<b>Company</b>	ELECTRAVIA — HÉLICES E-PROPS
<b>Registered office</b>	Vaumeilh (04), France
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*These General Terms and Conditions of Sale (hereinafter "GTCS") govern all commercial relations between E-PROPS and any professional or individual buyer (hereinafter "the Client"). Placing an order with E-PROPS constitutes full and unconditional acceptance of these GTCS, without reservation or restriction. The Client's own general purchasing conditions shall not prevail over these GTCS, except with prior written agreement from E-PROPS.*

## Article 1 — Company Identification

**E-PROPS** (trade name of ELECTRAVIA — HÉLICES E-PROPS)  
Société par Actions Simplifiée (SAS) — share capital €100,000  
Registered office: 195, Route de l'Aviation — Sisteron Airfield — 04200 Vaumeilh — France  
SIRET: 50808662600027 — EU VAT: FR47508086626  
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## Article 2 — Scope and Acceptance

These GTCS apply to all sales of E-PROPS products, whether made through the online shop, by email, or by any other means.

Confirmation of an order — by payment, by signed purchase order, or by any equivalent act expressing intent to purchase — constitutes unconditional acceptance of these GTCS in their entirety.

The Client's general purchasing conditions, of any kind, shall not apply and may not modify, restrict or replace these GTCS, except by express written agreement signed by E-PROPS management. The mere receipt without immediate written objection of a purchase order issued by the Client does not constitute acceptance of the Client's conditions.

E-PROPS reserves the right to modify its GTCS at any time. The applicable GTCS are those in force at the date of the order.

## Article 3 — Products and Regulatory Compliance

E-PROPS designs and manufactures composite material propellers for light aviation and unmanned aerial vehicles (UAV/UAS). Products are manufactured in France, at E-PROPS workshops located on Sisteron airfield (LFNS).

The technical characteristics of products are described in the product data sheets, installation manuals and technical documents provided by E-PROPS. These documents are the sole authoritative reference documents.

**Regulatory compliance responsibility:** It is the Client's sole responsibility to verify and ensure that the use of E-PROPS products complies with all applicable regulations in its country or country of use, including civil aeronautical regulations (EASA, FAA, DGAC, CAA, etc.), military, customs and export control regulations. E-PROPS provides the technical data necessary for this purpose but assumes no responsibility for any certification or approval procedures incumbent on the Client.

## Article 4 — Quotations

Any quotation issued by E-PROPS is valid for 7 calendar days from its date of issue, unless otherwise expressly stated. After this period, E-PROPS is no longer bound by the prices or conditions stated in the quotation.

Pre-contractual exchanges (technical specifications, quantities, prices, lead times) are confidential and may not be disclosed to third parties without prior written consent from E-PROPS.

## Article 5 — Orders

Orders may be placed:

- via the E-PROPS online shop;
- by written purchase order sent to helices@e-props.fr.

An order is only confirmed upon receipt of full payment or, for institutional Clients subject to prior agreement, upon written confirmation by E-PROPS. E-PROPS reserves the right to refuse any order, notably in the following situations (non-exhaustive list): doubt as to the final use or destination of the products; risk of non-compliance with French, European or international export regulations; uncertain Client solvency or adverse payment history; order incompatible with E-PROPS certifications or approvals (EASA Part 21G); declared or presumed use in a prohibited or embargoed context; any other situation in which E-PROPS reasonably and in good faith considers the order to present a legal, regulatory or commercial risk.

## Article 6 — Pricing and Invoicing

Prices are quoted in euros (€) exclusive of tax. The applicable VAT is that in force at the date of the order. For exports outside the European Union, VAT does not apply subject to presentation of the required supporting documents.

Shipping costs are stated separately and charged to the Client, unless otherwise expressly stated in the quotation or order confirmation.

**Price revision:** Prices in a quotation are firm for the duration of its validity (Article 4). Beyond that period, or for any order with deferred execution of more than sixty (60) days, E-PROPS reserves the right to revise its prices to reflect changes in its production costs, including: variations in raw material costs (carbon fibre, epoxy resins, metals), changes in energy costs, exchange rate fluctuations affecting supplies, or changes in applicable customs or tax regulations. In the event of a price revision, the Client will be notified in writing before the order is executed and may cancel without penalty within ten (10) working days.

An invoice is issued for each delivery.

## Article 7 — Payment

Unless otherwise agreed in writing by E-PROPS, payment is due in full at the time of ordering.

In the event of deferred payment followed by a payment default, penalties are automatically due from the day after the due date, at a rate of three times the applicable statutory interest rate, without any prior notice being required. A flat-rate recovery fee of €40 also applies, in accordance with Article L.441-10 of the French Commercial Code. Any partial payment is applied first to fees, then to interest, then to principal. Non-payment automatically and without prior notice suspends all ongoing deliveries.

Accepted payment methods: bank transfer (IBAN on request), credit card (Visa, Mastercard), French bank cheque. Bank charges related to payment, in particular for international transfers, are the exclusive responsibility of the Client.

## Article 8 — Retention of Title

E-PROPS retains title to all products sold until full payment of the price and all ancillary charges has been received.

Until payment is complete, individual (non-professional) Clients may not resell, transform or incorporate the products.

Professional Clients (resellers or integrators) are authorised to resell or incorporate products in the normal course of their business, provided that the proceeds of the resale or the corresponding receivable are considered subrogated to the sold goods and remain subject to E-PROPS's retention of title until full payment is received.

In the event of non-payment, E-PROPS may demand the immediate return of products not yet resold or incorporated, without prejudice to any other action.

## Article 9 — Delivery and Transfer of Risk

Delivery is made directly to the Client or via a carrier. The transfer of risk (loss, damage) occurs upon handover of the products to the carrier or, in the case of collection from E-PROPS, upon physical handover to the Client.

The Client must inspect the condition of packages upon receipt and record any reasoned reservations on the delivery note in the presence of the delivery person. Any claim for transport damage must be sent to the carrier by registered letter with acknowledgement of receipt within 3 working days of delivery, in accordance with Article L.133-3 of the French Commercial Code. A copy of this letter must be sent to E-PROPS.

E-PROPS is not liable for delays or damage attributable to the carrier.

## Article 10 — Delivery Lead Times

Delivery lead times indicated by E-PROPS are given as estimates and do not constitute binding deadlines, unless expressly agreed in writing. E-PROPS undertakes to inform the Client of any foreseeable delay as soon as it becomes aware of one.

In the event of a delay, the Client may send E-PROPS a written notice of formal demand. If the delay exceeds, after receipt of that notice, **thirty (30) calendar days** for a catalogue product or **sixty (60) calendar days** for a custom-made product or prototype, the Client may request cancellation of the order and obtain a refund of amounts paid, to the exclusion of any further compensation. Cancellation may not be invoked if the delay results from a force majeure event (Article 20), a cause attributable to the Client, or a lack of information or validation on the Client's part.

## Article 11 — Withdrawal and Returns

**Right of withdrawal (consumers):** In accordance with applicable legal provisions, individual (non-professional) Clients have 14 calendar days from receipt to exercise their right of withdrawal, without giving reasons. Return shipping costs are borne by the Client. The product must be returned complete, intact, unmodified and in its original packaging.

**Professional Clients:** No statutory right of withdrawal applies. Any return must be subject to prior written agreement from E-PROPS and a return authorisation number (RMA).

**Composite parts:** The presence of micro-bubbles, superficial micro-cracks or slight surface irregularities inherent in the composite manufacturing process does not constitute a defect and does not justify a return.

**6-month satisfaction guarantee:** For propellers intended for light aviation (aircraft and ULMs, excluding paramotors), E-PROPS offers a 6-month satisfaction guarantee under detailed conditions available on request. Paramotor and drone propellers are not covered by this guarantee.

## Article 12 — Warranty

E-PROPS warrants its products against any manufacturing or material defect, subject to the conditions set out below.

**Duration:** The E-PROPS commercial warranty covers a period of **twelve (12) months** from the date of delivery. For consumer (non-professional) Clients, the statutory guarantees of conformity and against hidden defects apply under the conditions set out in the French Civil Code, and the present clause may not derogate therefrom.

**Procedure:** Any defect must be reported to E-PROPS in writing, accompanied by supporting evidence (photographs, description, serial number), within the following time limits:

- **Apparent defects** (visible upon receipt): within **8 working days** of receipt of the product. If no notification is made within this period, the product is deemed to have been received in apparently good condition.
- **Non-apparent defects** (hidden defects not detectable upon receipt): as soon as they are discovered and no later than **thirty (30) days** after discovery, and in any event within the warranty period set out in the present article.

**Warranty exclusions:** The warranty does not apply in the event of:

- installation not in accordance with E-PROPS installation manuals;

- use on an engine or aircraft other than that for which the propeller was dimensioned;
- impact, foreign object strike, accident or negligence;
- modification, repair or rework not authorised by E-PROPS;
- failure to comply with conditions of use, maintenance or storage;
- normal wear and tear.

The warranty is limited, at E-PROPS's discretion, to the replacement or repair of the defective product. It does not entail any other compensation whatsoever.

## **Article 13 — Limitation of Liability**

### **13.1 — Cap on liability**

The total liability of E-PROPS, for all causes combined (product defect, delay, non-performance, hidden defect, tort, negligence), is limited to the amount exclusive of tax actually paid by the Client for the product(s) directly concerned by the claim, as shown on the corresponding E-PROPS invoice.

### **13.2 — Exclusion of indirect damages**

In no event shall E-PROPS be liable for indirect, consequential, incidental, special or punitive damages, including without limitation: loss of profit, loss of business, loss of data, replacement costs, reputational or brand damage — even if E-PROPS had been informed of the possibility of such damages.

This limitation does not apply where E-PROPS's liability is engaged pursuant to mandatory statutory provisions, in particular the regime of liability for defective products (Articles 1245 et seq. of the French Civil Code).

### **13.3 — Integrator's liability**

E-PROPS products are components intended to be integrated into more complex systems (aircraft, drones). Integration, validation, certification and final use are the exclusive responsibility of the Client. E-PROPS assumes no liability arising from integration, from the unsuitability of the product to the Client's system, or from the consequences of use not in accordance with the communicated technical specifications.

### **13.4 — Use in high-risk systems**

E-PROPS products are not certified by E-PROPS for use in systems whose failure could directly cause loss of human life. If the Client wishes to use them in such a context, it is the Client's responsibility to obtain the necessary certifications and approvals, under its sole and entire liability. The Client acknowledges that the use of E-PROPS products in systems for military, public safety or defence purposes is exclusively the Client's responsibility, and releases E-PROPS from any related claim, except in the event of a proven manufacturing defect directly attributable to E-PROPS.

### **13.5 — Limitation period**

Any action for liability against E-PROPS must be brought within twenty-four (24) months of the triggering event, failing which it shall be time-barred. This period applies to professional clients; the statutory limitation periods applicable to consumers may not be reduced by this clause.

## **Article 14 — Client's Obligations**

The Client is solely responsible for:

- determining its own needs and the suitability of E-PROPS products for its application;
- assembling, installing and adjusting the products in accordance with the technical manuals provided by E-PROPS;
- testing, commissioning, qualification and certification of its system incorporating E-PROPS products;
- compliance with all regulations applicable to the use of its system (airworthiness, safety, export, military use, etc.);
- training its technicians and operators.

The Client undertakes not to use E-PROPS products for purposes other than those declared at the time of ordering, and to inform E-PROPS of any change in final use.

The Client declares that it holds civil liability insurance appropriate to its activity, covering risks related to the use, integration or resale of aeronautical components. This coverage must remain in force throughout the period of use of E-PROPS products. E-PROPS may request evidence of this on simple demand.

**Indemnification — protection against third-party claims:** The Client undertakes to defend, indemnify and hold E-PROPS harmless from any claim, legal action, damages, penalty or costs (including legal fees) brought by an end user, third party or authority, arising from the integration, modification, resale or use of E-PROPS products by the Client or by any person to whom the Client has supplied them. This obligation applies provided the claim does not originate from a proven manufacturing defect directly attributable to E-PROPS.

## Article 15 — E-PROPS's Obligations

E-PROPS undertakes to:

- supply products conforming to the communicated technical specifications;
- make available the corresponding installation manuals and technical notices;
- issue Service Bulletins or Service Letters in the event of important technical information to be communicated after delivery;
- process warranty claims within reasonable timeframes.

For catalogue products, E-PROPS reserves the right to substitute an equivalent product in the event of unavailability of the ordered product, after prior notification to the Client.

**Quality system and audits:** E-PROPS holds a Production Organisation Approval (POA) issued by EASA pursuant to Regulation (EU) No 748/2012, Part 21G. As such, E-PROPS is subject to continuous oversight by the competent authority (EASA/DGAC), which constitutes the sole applicable quality control framework for its production activities.

Accordingly, E-PROPS does not accept unstructured supplier audits. Any audit request shall be subject to a prior written agreement specifying the scope, modalities and authorised participants. E-PROPS reserves the right to limit any audit to a documentary or remote audit, excluding any access to manufacturing processes, material formulations or sensitive know-how. EASA/DGAC certifications and oversight documents may be provided on request as a substitute for or complement to an on-site audit.

## Article 16 — E-PROPS Resellers

Authorised E-PROPS resellers must be professionals in the aeronautical sector. They undertake to:

- not exceed the indicative public prices communicated by E-PROPS;
- carry out propeller assembly and adjustment in accordance with E-PROPS manuals;
- not resell to clients whose final use would not comply with applicable regulations.

Resellers are fully liable for compliance with the obligations incumbent upon them under this article.

## Article 17 — Export Controls

### 17.1 — French and European regulations

E-PROPS products are subject to French and European export control regulations (EU Regulation No 2021/821, dual-use regime where applicable, and national decrees). Applicable customs codes include: 8807.10.00 (propellers) and 6815.99.00 (technical composites). E-PROPS reserves the right to refuse or suspend any order that would contravene applicable export regulations.

### 17.2 — Embargoes and sanctions

In accordance with current European regulations, E-PROPS makes no deliveries to Russia, Belarus, or to any entity subject to international sanctions. The Client warrants that it is not subject to such measures and that the products will not be re-exported to embargoed destinations.

**17.3 — US regulations (ITAR / EAR)**

E-PROPS is a French company and its products are designed and manufactured in France. E-PROPS is not registered with the US Department of State under the International Traffic in Arms Regulations (ITAR) and does not undertake to provide services or data subject to ITAR.

It is the exclusive responsibility of Clients established in the United States or operating under US regulations to determine whether the acquisition and use of E-PROPS products are subject to the Export Administration Regulations (EAR) or any other applicable US regulation, and to ensure compliance therewith. E-PROPS accepts no liability in this regard.

**17.4 — End-use declaration**

As a manufacturer subject to French and European export control regulations, E-PROPS is required to know the final use of its products where that use may relate to military, defence, public safety or intelligence applications. In such cases, E-PROPS will ask the Client, prior to order confirmation, to complete an End-User Certificate (EUC) indicating the identity of the end user, the nature of the application and the geographical destination of the products. This process, which is standard practice in the aeronautical and defence sectors, is solely intended to enable E-PROPS to fulfil its legal obligations. E-PROPS reserves the right not to confirm an order if this information cannot be provided.

**17.5 — Prohibition on unauthorised re-export**

The Client undertakes not to re-export E-PROPS products to any third country without first verifying and obtaining the authorisations required under French, European and, where applicable, US regulations. Any breach of this obligation engages the exclusive liability of the Client.

**Article 18 — Institutional Clients and Negotiated Contracts****18.1 — Precedence of the negotiated contract**

Where a specific supply contract is negotiated and signed between E-PROPS and an institutional Client (major industrial account, systems integrator, governmental entity), the terms of that contract prevail over these GTCS only to the extent of any incompatibility. These GTCS apply to all matters not expressly covered by the negotiated contract.

**18.2 — Pre-order information**

Prior to any first order, the institutional Client shall provide E-PROPS with a description of the intended application and planned final use, and shall supply an End-User Certificate signed by an authorised representative. In the event of a material change in the final use or geographical destination of the products, the Client shall inform E-PROPS without delay. The Client bears sole and full responsibility for the certification, qualification and commissioning of the system into which E-PROPS products are integrated.

**18.3 — Intellectual property and confidentiality**

Technical data, drawings and specifications communicated by E-PROPS to the institutional Client are confidential. The Client undertakes not to disclose them to third parties without prior agreement from E-PROPS, except:

- (a) to its direct subcontractors bound by an equivalent confidentiality obligation, strictly to the extent necessary for the performance of the contract;
- (b) to governmental or regulatory authorities to which the Client is legally required to disclose them, in which case the Client shall inform E-PROPS without delay.

This confidentiality obligation survives the expiry or termination of the contract for a period of five (5) years.

**18.4 — Absence of exclusivity**

Unless otherwise expressly stipulated in a signed contract, E-PROPS remains free to sell its products to other clients, including in the same sector of activity.

**18.5 — Liability cap**

Even under an institutional contract, E-PROPS's liability remains limited under the terms of Article 13 of these GTCS, unless otherwise expressly negotiated and accepted in writing by E-PROPS management.

## Article 19 — Intellectual Property

All elements of the E-PROPS website, catalogues, brochures and technical documentation (texts, illustrations, drawings, photographs, databases, software) are the exclusive property of E-PROPS and are protected under French intellectual property law.

The E-PROPS and UAV-PROPS trademarks are registered with the INPI (Institut National de la Propriété Industrielle, France). Any reproduction, representation, modification, publication or adaptation, even partial, of these elements, without prior written consent from E-PROPS, is strictly prohibited and constitutes an infringement sanctioned under Articles L.335-2 et seq. of the French Intellectual Property Code.

**Prohibition on reverse engineering:** The Client is expressly prohibited from carrying out or having carried out any reverse engineering, disassembly, decompilation, dimensional analysis or reproduction of E-PROPS products, in whole or in part, by any means whatsoever — including tomography, 3D scanning, chemical or mechanical material analysis — without prior written authorisation from E-PROPS. This prohibition applies to the products themselves, their components, their geometries, the composition of their materials and their manufacturing processes. Any breach of this clause renders the Client liable and constitutes an infringement of E-PROPS's intellectual property rights and trade secrets, which may give rise to civil and criminal proceedings.

## Article 20 — Force Majeure

E-PROPS shall not be liable for the non-performance or delay in performance of its obligations where this results from a force majeure event within the meaning of Article 1218 of the French Civil Code, including: natural disaster, fire, flood, epidemic, external strike, energy or IT system failure, governmental or regulatory decision, failure of a strategic supplier or raw material shortage beyond E-PROPS's control.

E-PROPS will inform the Client as soon as possible of the occurrence of such an event. If the force majeure event continues beyond 60 days, either party may terminate the contract without compensation, by registered letter with acknowledgement of receipt.

## Article 21 — Governing Law and Jurisdiction

### 21.1 — Governing law

These GTCS and all contractual relations between E-PROPS and the Client are governed exclusively by French law, to the exclusion of any other national law or international convention, including the United Nations Convention on Contracts for the International Sale of Goods (CISG), which the parties expressly waive.

### 21.2 — Exclusive jurisdiction

In the event of a dispute, the parties undertake to seek an amicable resolution within 30 days. Failing agreement, the dispute shall be submitted to the exclusive jurisdiction of the Courts of Digne-les-Bains (Alpes-de-Haute-Provence, France), including in cases involving multiple defendants, warranty claims or urgent proceedings.

### 21.3 — Language

In the event of a conflict between the French version and any translated version of these GTCS, the French version shall prevail.

### 21.4 — Waiver of other forums

The Client expressly waives any claim to the jurisdiction of any court other than that designated in Articles 21.2 or 21.5, and in particular any US court (state or federal), any arbitration not expressly agreed in writing with E-PROPS, and any application of foreign law, including US product liability laws.

### **21.5 — International arbitration for institutional contracts**

By way of derogation from Article 21.2, where a supply contract is concluded with an institutional Client within the meaning of Article 18, the parties may agree in writing to submit any dispute to international arbitration under the Arbitration Rules of the International Chamber of Commerce (ICC), with the following terms:

- Seat of arbitration: Paris, France
- Language of proceedings: English
- Substantive law: French law
- Number of arbitrators: sole arbitrator for disputes below €500,000; three arbitrators above

This arbitration option applies only if expressly stipulated in the signed institutional contract. Otherwise, Article 21.2 applies. In all cases, French law governs the substance of the dispute in accordance with Article 21.1.

## **Article 22 — Personal Data**

Personal data collected in connection with orders (name, address, email, telephone) are processed by E-PROPS as data controller, for the purposes of managing the client relationship, invoicing and order tracking.

Such data are retained for the applicable statutory period (generally 5 years after the last order). They are not transmitted to any third party, except as required by law or to carriers strictly in connection with order fulfilment.

In accordance with the General Data Protection Regulation (GDPR) and the French Data Protection Act, the Client has the right to access, rectify, erase and port its data, as well as the right to object, which may be exercised by sending a request to: [helices@e-props.fr](mailto:helices@e-props.fr).

## **Article 23 — General Provisions**

### **23.1 — Entire agreement**

These GTCS constitute the entire agreement between the parties with respect to their subject matter. They supersede all prior agreements, whether oral or written, relating to the same subject matter. The Client acknowledges that it has not relied on any declarations, commitments, representations or documents other than those expressly incorporated into these GTCS and the contractual documents (quotation, purchase order, written confirmation from E-PROPS).

### **23.2 — Severability**

If any provision of these GTCS is found to be void, unlawful or unenforceable by a competent court, such invalidity shall not affect the remaining provisions, which shall remain in full force.

### **23.3 — No waiver**

Failure by E-PROPS to invoke any provision of these GTCS shall not constitute a waiver of the right to invoke it at a later date. No waiver shall be valid unless made in writing and signed by an authorised representative of E-PROPS.

### **23.4 — Amendments**

Any amendment to these GTCS must be made by written addendum signed by both parties. No verbal amendment shall be binding on E-PROPS.

### **23.5 — Assignment**

The Client may not assign all or part of its rights and obligations under an order without prior written consent from E-PROPS. E-PROPS may freely assign its rights and obligations to any group company or successor in the context of a restructuring.