

General Sales Conditions of Conductix-Wampfler France, Belley

Status December 2023

I. GENERAL

Prices and information given in catalogues, fliers and price lists are not binding on the seller, who retains the right to make any change in arrangement, form, size or materials to appliances, machines and machine parts illustrated and described in printed advertising material.

The seller shall only be bound by undertakings that may be made by his representatives or employees on condition that confirmation of such undertakings be issued by the seller.

Supplies consist explicitly and only goods specified in invoices, and acceptance of offers also implies compliance with the present conditions.

Sales contracts are only valid the condition of express acceptance by the seller of the purchaser's order.

Weights given in invoices or markets are given as rough guides; they shall in no event be a cause of claims or discounts where goods are sold at fixed rates.

Where goods are sold by weight or by measurement, prices are calculated on the basis of real weight or measurements.

Following an order, the seller shall provide, if necessary, as a guide to each appliance only, and excluding any intent of obligation, an overall referenced description, with a nomenclature, and possibly an installation or foundation unit diagram. These documents shall be supplied in a single, non reproducible copy, and only in French.

Rates for foundation units are given only as a rough guide; foundation units shall be established by the purchaser, who shall be solely responsible, and taking into account variations required by local conditions. For any additional supplies, prices and new deadlines shall be discussed between the seller and the purchaser. In no event shall conditions for additional supplies prejudice those of the main order.

II. STUDIES AND PROJECTS

Studies and documents of any kind provided or returned by the seller shall remain the latter's property. They must be returned to the seller upon request.

Such studies and documents are provided free of charge if they pertain to the order concerned; otherwise the seller shall have the right to be reimbursed for costs of the study and for travelling expenses. The seller shall retain entire rights to the intellectual property of his projects, which may not be communicated or carried out without his written consent.

III. DELIVERIES AND PRICES

Regardless of the destination of goods and of the conditions of sale, delivery is deemed to have been carried out from the seller's factories or shops.

Prices are quoted for goods in the factory or the seller's shops, except where specifically stipulated in an offer by the latter.

Delivery takes the form either of direct delivery to the client, of notice of availability of the goods, delivery of parts in the seller's factories or shops to a transporter appointed by the client, or, failing such appointment, to one chosen by the seller. No exception to the principle of delivery from the seller's factories or shops shall be made on the basis of instructions such as "carriage paid to station platform", "to purchaser's address" or reimbursement in whole or in part of transport costs, such agreements being in the nature of concessions on prices, with no shift in liabilities.

Should collection be delayed for any reason whatsoever, and with the seller's consent, the goods shall be stored and handled, if necessary, at the purchaser's risk and expense, the seller being free of any subsequent liability in this respect.

These conditions do not alter obligations to pay for supplies in any way, and do not constitute a novation. Delivery deadlines in the seller's factories or shops are kept to as far as possible; delays may in no event justify cancellation of the order.

In the event that a special agreement stipulate penalties, these may in no case exceed 5% of the value in the workshop or in the shop of the undelivered goods.

In the absence of a special agreement, a penalty of 0.5% may be applied for each week of delay starting from the end of the third week, up to a total of 5% of the value in the workshop or in the shop of the undelivered goods.

A penalty may only be applied if the delay is caused exclusively by the seller, and on condition that real loss, recognised by both parties, has been incurred.

No penalty may be applied if the purchaser has not given written notice, at the time of the order, and confirmed at the time of expected delivery, of his intention to apply the penalty.

The seller is, as a matter of law, free from any liability relating to delays in delivery:

1. In the event that conditions of payment are not complied with by the purchaser;
2. In the event that information to be provided by the purchaser is not received in time;
3. In a case of force majeure, or of other events, particularly such as a lock out, strike, epidemic, war, requisition order, fire, floods, machine tool accident, unavailability of important parts in the course of manufacturing, interruption or delays in transport or any other cause of total or partial loss of work to the seller or his suppliers.

The seller shall keep the purchaser informed in good time of the occurrence of any of the aforementioned cases.

Payments for supplies may not be postponed or changed as a result of penalties.

Supplies shall not be subject to ruling by an architect or consultant engineer.

IV. PACKING

Packing is always due by the customer and is not taken back by the seller, unless otherwise stipulated. In the absence of special instructions on this subject, packing is prepared by the seller, acting in the best interest of the customer, and taking into account information known to the seller and the former's obligation to use his best endeavours.

V. REPLACEMENT

Should goods be found to be defective for any reason whatsoever, whether apparent or hidden, our liability is always limited to taking back or replacing the defective parts. Claims shall only be accepted on condition notice of the defect is given us within three months of receipt of the goods.

Unless with prior agreement, we do not accept any withholding of payments of invoices for labour for work carried out on such parts by the customer.

VI. MODELS

Models entrusted to us are done so in all cases, including cases of force majeure and of accidental occurrence, at the risk of the persons who entrusted to our care. It is therefore the responsibility of those persons to see to the upkeep of said models and to have them insured.

Checks of models supplied by customers, even when expressly requested, are always made without guarantee or liability, particularly in the event of error.

VII. PATENTS

It is the responsibility of the customer to ensure that parts ordered are not protected by a patent held by a third party. In the event that such protection exist, the customer shall have an obligation to inform us of the fact and explain the latter's rights to use the patent. In the event that our company should become liable in the matter, the customer undertakes to accept all liability.

VIII. CONDITIONS OF PAYMENT

Payments shall be made at the seller's address, net and free of discounts, in French Francs or in Euros, and in the following conditions, unless the sale is expressly in cash.

1. As a general rule, by draft submitted for approval by the purchaser, payable from 30 days from the end of the month of invoicing to the 10th of the following month.

2. In particular cases, stipulated by the seller in his acknowledgement of receipt of the order, according to the following scale:

a) 30% upon ordering, by cheque or by bank draft, the date of payment of this instalment being the starting date of the period allowed for delivery;

b) 60% upon delivery or upon availability for collection at the seller's factory by draft payable from 30 days to the 10th of the following month.

c) 5% upon provisional receipt or at the latest three months after instalment b), above, by draft payable from 30 days to the 10th of the following month.

d) 5% six months after instalment b), above, by draft payable from 30 days to the 10th of the following month.

3. In particular cases, stipulated by the seller in his acknowledgement of receipt of the order, according to a scale, and dates and methods of payment expressly negotiated and agreed by the seller and the purchaser.

Costs of repair work, maintenance, as well as of extra supplies or ones delivered in the course of assembly, are invoiced monthly and payable on receipt of invoice net and free of discounts.

In the event of on payment on these dates, outstanding sums shall as a matter of law be subject to interest payable by the customer at current rates set by the Banque de France, without this clause prejudicing payment in full of the debt.

Payment at fixed dates shall not be postponed for any reason, including disputes.

4. Minimum invoice: The seller reserves the right to set minimum sums for invoices, these figures to be updated each year according to the economic situation.

5. In the event of sale, transfer, mortgage or contribution to a partnership of the purchaser's business or equipment, as also in the event that one of the payments or receipt of drafts were not made on time, moneys due immediately become payable, whatever the conditions that had been previously agreed.

6. Supplies shall neither be returned nor exchanged without prior agreement by the seller. In any case, except where the seller's liability is recognised, a sum amounting to 30% of their value, with a minimum defined according to the terms of paragraph 4., shall be retained for reimbursement of costs incurred.

IX. RESERVATION OF TITLE

a) Transfer of ownership of goods delivered is withheld until payment in full for the goods has been received.

b) Consequently, in the event that the purchaser should default partly or wholly his in payments to the seller, the latter expressly reserves the right to take back delivered goods still in the possession of the purchaser.

c) In the event that such goods are taken back by the seller, the Customer will be credited the Seller with 80% of the value of the material already invoiced to the customer that the goods be in exactly the same condition as that in which they were delivered to the purchaser. Failing this, a coefficient for wear and tear and/or deterioration shall be calculated and deducted together with sums corresponding to the costs incurred in taking back the goods.

d) So long that ownership of goods has not been transferred to the purchaser, and in particular taking into account the market value of the goods at the time they are taken back, the purchaser undertakes not to use the goods as security or to grant rights to them of any kind to a third party, except as may be stipulated in paragraph g, below.

e) The purchaser undertakes to store goods delivered by the seller separately as reserved ownership, in such a way that they cannot be confused with other goods and may be identified as being the property of the seller.

f) Transfer of risks comes into effect upon delivery.

The purchaser undertakes to take out insurance in favour of whomsoever it may concern to cover the goods against all risks they may suffer or cause, as soon as they have been delivered.

g) The purchaser shall have the right to sell and deliver reserved ownership goods sold to him in the context of normal running of his business, on condition he informs the purchasers of the present Reservation of Title clause and of possible application of article 66 of the Law of 13 July 1967 by the seller, and that he allocates the resale price of said goods to payment of any outstanding debt to the seller.

X. TRANSPORT, CUSTOMS, INSURANCE, ETC.

All costs and risks of transport, insurance, customs dues, grants, handling, and setting up operations shall be borne by the purchaser, whose responsibility it is to check deliveries upon arrival, and, if necessary, to claim for damages against the transporter, even where transport is carriage paid.

Where delivery is made by the seller, transport shall be made at the lowest available rates, except on express request by the purchaser, who shall in any case bear entire responsibility for transport.

XI. GUARANTEES

Defects covered by a guarantee. - The seller undertakes to put right any malfunction caused by a fault in design, materials or work (including assembly, if he is entrusted with this operation) within the limits of the following arrangements.

The seller's obligations do not apply either in the case of defects in materials supplied by the purchaser, or in design set by the latter.

No guarantee shall cover occurrences of an unforeseeable nature or cases of force majeure, or replacements or repairs resulting from normal wear and tear of equipment, or damage or accidents caused by negligence, lack of supervision or maintenance, or improper use of the equipment.

Duration and starting date of guarantee. - This undertaking, unless otherwise stipulated, only applies to defects that may become apparent during a period of six months (guarantee period).

In any case, in the event that the equipment is used by several teams, this period shall be reduced by half.

The guarantee period runs from the day on which the purchaser is given written notice that the equipment is made available to him.

Replacement parts or remade parts are guaranteed under the same terms and conditions as the original equipment, and for a new period equal to that described in the paragraphs relating to the guarantee period.

This provision does not apply to other parts of the equipment the guarantee period of which is extended only for a period equal to that during which the equipment was out of service.

Purchaser's obligations. - In order to claim under the terms of these provisions, the purchaser must inform the seller without delay and in writing of the alleged defects, and provide proof of the latter. The purchaser shall provide the seller with all facilities necessary to examine the defects and to put them right. He shall moreover refrain, without the express agreement of the seller, from carrying out repairs himself or having them done by a third party.

Methods of exercising the guarantee. - The seller, thus duly notified, shall make good the defects at his own expense and with due care, the seller reserving the right if necessary to make changes in the equipment in order to fulfil his obligations.

Work undertaken under the terms of the guarantee shall in principle be carried out in the seller's workshops after the purchaser has returned the equipment or the defective parts to him for repair or replacement.

However, in the event that, owing to the nature of the equipment, repair work must be carried out at the place in which it has been installed, the seller shall bear the cost of labour for such repairs, not counting time spent in preliminary work or in dismantling or assembling operations made necessary by conditions of use or positioning of the equipment, and involving parts not included in the supplies in question.

Costs of transport of equipment or of defective parts, as well as those of returning the equipment or parts, whether these be repaired or replaced, shall be borne by the purchaser, as shall travelling expenses of the seller's agents in the event of repairs carried out on the site of installation.

Parts replaced free of charge shall be returned to the seller and ownership reverts to the latter.

Damages, compensation. - The seller's liability is strictly limited to the obligations described above, and it is expressly agreed that the seller shall not be liable for any claims for compensation to the purchaser for any loss incurred such as, in particular, personal injury, damage to goods other than the subject of the contract, or loss of income.

Particular cases of guarantees relating to industrial results. - In cases where guarantees are given for industrial or financial results, the consequences of such undertakings are provided for in a special agreement between the parties.

In the event that the results are not reached, compensation shall not exceed a sum equal to a maximum of 5% of the value, not inclusive of tax in the workshop or shop, of the equipment or the part of the equipment in question.

Work carried out to order. - In the case of work carried out to order, the contractor only guarantees that such work shall be carried out according to the rates, tolerance and specifications given to him.

Where it is the contractor's responsibility to provide materials, the latter is only liable, in the case of unsuitable or defective parts, to replace these free of charge, and shall not be liable for claims for damages or compensation.

Where materials or parts are supplied by the customer, the contractor, in the event his work does not comply with specifications, and that this does not result from a defect in the parts, shall be liable, as the customer chooses, either to credit the customer with a sum equal to the cost of making the rejected parts, or to redo the work using the necessary materials or parts provided by the customer. Unless expressly provided for in the contract, the contractor shall only be liable for loss or damage to the

materials or parts entrusted to him where gross negligence of the rules of safety and normal practice for this type of work is proven.

Repairs. - Repair work is not covered by any guarantee, except by express agreement between the parties.

XII. STAFF INSURANCE

In the event an accident at any time and for whatever cause, the seller's liability is strictly limited to his own staff and supplies.

XIII. DISPUTES

In the event of disputes relating to supplies or payment, the Commercial Court of the area of the seller's address shall have sole jurisdiction, whatever be the conditions of sale and the method of payment agreed, even in the cases of proceedings against the guarantor or in which there are more than one defendants.

In the case of customers residing abroad, disputes shall be settled (by the International Chamber of Commerce in Paris) according to the conciliation and arbitration regulations of the International Chamber of Commerce, by one or more arbitrators appointed in compliance with these regulations.

Carriage paid deliveries, our drafts and acceptance of methods of payments are not open to novation or exemptions from its jurisdiction clauses.

Any contrary clauses other than those mentioned above inserted in our customers' orders shall be considered null and void, unless the exception is expressly agreed.

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c) In the event that such goods are taken back by the seller, the purchaser shall be credited with the amount of the contracted price on condition that the goods be in exactly the same condition as that in which they were delivered to the purchaser. Failing this, a coefficient for wear and tear and/or deterioration shall be calculated and deducted together with sums corresponding to the costs incurred in taking back the goods.

d) So long that ownership of goods has not been transferred to the purchaser, and in particular taking into account the market value of the goods at the time they are taken back, the purchaser undertakes not to use the goods as security or to grant rights to them of any kind to a third party, except as may be stipulated in paragraph g, below.

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