

## GENERAL TERMS & CONDITIONS OF SALE – FRANCE

Our sales are subject to the present conditions which prevail over all conditions of purchase unless we expressly and formally waive them. In accordance with article L441-6 of the French Commercial Code, the general terms and conditions are the basis of commercial negotiations. By accepting our quotation, the customer acknowledges having read the general terms and conditions, and accepts that they are part of the agreement, unless otherwise agreed in writing by us. The fact of renouncing of the strict application or derogating of one of the clauses stipulated below shall in no way entail renunciation of the other clauses.

### 1. VALIDITY OF AN OFFER AND TAKING OF AN ORDER

Unless otherwise specified, an offer is valid with regard to its consistency, prices and deadlines for a period of validity defined in the quotation. All orders must be accepted by us by means of an order acknowledgement. An order can only be cancelled with our express agreement. For any cancellation of material ordered Girodin-Sauer will invoice:

- for the equipment priced: 30% of its value excluding tax.
- for special equipment: the value, excluding tax, prorata temporis of the period between the order date and the cancellation date.

We reserve the right to modify the models ordered according to technical developments, without prior notice. The buyer has the possibility to mention the characteristics of the equipment to which he subordinates his commitment. Only the documents included in the contract signed by the parties or explicitly mentioned in our quotations are considered to be contractual.

### 2. STUDIES AND QUOTATIONS

The customer is obliged to check that the characteristics of our products are compatible with the intended use. The company Girodin-Sauer cannot be held responsible for any error or failure to comply with these obligations.

Plans and technical documents and any other technical information received by one party will not be used, without the agreement of the other party, for purposes other than those for which they were intended. They may not be copied, reproduced, transmitted or communicated to a third party without the consent of the party submitting them.

### 3. DELIVERY

We endeavour to ensure delivery within the date indicated in our acknowledgements of receipt, bearing in mind that these dates are given as an indication, but cannot be considered as an absolute commitment. Moreover, the deadlines do not begin to run until we are in possession of all the customer's final information and documents. Possible delays will only give rise to damages and interest if agreed in writing in advance. They may not exceed 5% of the value of the lot. Even in the event of such an agreement, we are not liable for all cases of force majeure such as strikes, fire, failure of the supplier, etc...

In any event, our obligation to deliver on time is suspended if the buyer is not up to date with his obligations towards us.

### 4. TRANSPORT

Responsibility and cost of transport or handling operations are defined according to the transportation terms defined in the offer.

In all cases, it is up to the buyer to check on arrival that the equipment conforms to the contract and to take recourse against the carrier in the event of missing or damaged equipment.

### 5. CLAIMS

To be valid, any complaint must be notified to us within forty-eight hours of receipt of the parcels. No return or exchange of goods may be made without our written consent.

All returns to our factories for return or exchange expertise will be free of postage and packaging. No parcels arriving carriage forward will be accepted. Our responsibility is limited to the pure and simple exchange of goods recognized as defective or, at our discretion, to the reimbursement of the invoiced value.

## **6. PRICES**

Our prices are those of the applicable Price List at the time of the order and those of the quotations. The prices shown in catalogues, brochures, price lists, diagrams or free annexes are given for information only. No discounts, rebates or rebates will be granted on turnover, except by special agreement. The minimum order is set at 100 € excl. VAT plus transport costs.

## **7. PRICE REVISION**

Our prices are subject to revision according to the economic conditions in force at the date of the quotations.

## **8. TERMS OF PAYMENT**

Unless otherwise agreed, the terms of payment are as follows, 30 days after the date of delivery or execution of the service without discount after opening an account. No discount will be granted for early payment.

## **9. LATE OR NON-PAYMENT**

In the event of non-payment of all or part of the price on the agreed due date, the seller may suspend all current orders, without prejudice to any course of action. In accordance with Article L.441-6 of the French Commercial Code, late payment penalties at an annual rate of 20% and an indemnity of €40 are due in the event of non-payment on the day following the payment date shown on the invoice. This interest will accrue from the due date until payment.

## **10. RETENTION OF TITLE CLAUSE**

Our company retains ownership of the equipment supplied until full payment has been made in accordance with the contractual payment terms. In the event of receivership or liquidation of the purchaser's assets, our company shall have the right to claim ownership of the equipment sold if it has not been paid for in full. In this case, we shall retain the advance payments made as damage compensation.

## **11. GUARANTEE CONDITIONS**

Except in the case of special clauses, the goods delivered are guaranteed for 1 year from the date of delivery against any defect in material or workmanship.

The guarantee will not be guaranteed if the user does not comply with the instructions for use, maintenance and installation as set out in the instructions, if he uses non-original spare parts, or if he makes modifications to the appliances, assemblies or accessories without prior agreement.

The guarantee period for repairs carried out by our technicians is six months after the repairs have been carried out. The parts replaced under the guarantee become the property of the supplier who has provided the guarantee. The guarantee for spare parts is subject to suitable storage conditions and the duration of use set by the maintenance instructions.

## **12. ASSIGNMENT OF JURISDICTION**

Any dispute between the vendor and the purchaser, even in the event of a warranty claim or multiple defendants, will be the exclusive jurisdiction of the Versailles Commercial Court.

This clause is agreed solely in the interest of the seller who may waive it.