

## **GENERAL SALES CONDITIONS (GSC) 2020 DECEMBER THE 1st**

### **DEFINITIONS**

- "**Confidential Information**" means, without limitation, any information provided by the Supplier, directly or indirectly by written or oral means, whatever the form, medium or ways and in particular any technical specifications, plans, prototype, tested material pre-series, component, novelty, trade secrets, know-how, invention, concept, drawing...
- "**Contract**" means any Order placed by the Customer, as well as the present General Sales Conditions.
- "**Customer**" means any individual or company who/which orders Products from the Supplier in the course of its professional activity.
- "**Material (s)**" means any product, merchandise, material and / or equipment, and / or component and / or spare parts and / or accessories manufactured and / or marketed by the Supplier.
- "**Order**" means any order, resulting in one or more deliveries, issued by the Customer.
- "**Party**" means the Supplier and / or the Customer individually.
- "**Parties**" means both the Supplier and the Customer.
- "**Supplier**" means the company Sames.

### **1 - SCOPE**

These General Sales Conditions (GSC) constitute the sole basis of the commercial negotiation with the Customer. These General Sales Conditions (GSC) include the present Terms and Conditions, as well as the appendices that are expressly accepted by the Customer, who declares and acknowledges having perfect knowledge of them. Any Material Order implies the unconditional acceptance by the Customer and his full and entire adhesion to these Conditions. The acceptance of the Supplier's General Sales Conditions (GSC) automatically imply the non-application of any other Terms and Conditions of Purchase or Sale, except with the express written agreement of the Parties. These General sales conditions cancel and replace any other prior documents with the Customer.

The failure or delay by the Supplier to exercise any right provided under this Contract shall not restrict him to further exercise his rights under the present clauses. The Supplier may modify these General Sales Conditions (GSC) at any time with one (1) months' notice.

### **2 - ORDER**

#### **2.1 - Acceptance and amendment of Order**

Any Order becomes final and binds the Supplier only after acceptance and written confirmation in the form of an Acknowledgment of Receipt (AR) addressed to the Customer. Any Order placed by telephone must be confirmed by the Customer to the Supplier in writing.

Orders transmitted to the Supplier are irrevocable, except in writing by the Supplier. In the event of acceptance or modification of the Order, the Supplier will not be held by the deadlines agreed in the Initial Order.

#### **2.2 - Order cancellation**

No cancellation of the Order will be possible without prior written agreement of the Supplier. In the event of acceptance, the Supplier may, at a minimum, keep the deposit received or request the payment of a lump sum indemnity of thirty percent (30%).

#### **2.3 - Order Refusal**

In the event that a Customer places an Order with the Supplier, without having paid for the previous Order(s), the Supplier may refuse to honor the Order and to deliver the Materials concerned. The Customer may not claim any compensation for any reason whatsoever.

### **3 - DELIVERY TIMES AND TRANSFER OF RISKS**

#### **3.1 - Delivery**

The delivery is made in accordance with the Order by way of a supply notification. The supply notification of the Materials runs from the date reported on the Order with acknowledgment of Receipt; however, the supply notification may be deferred pending the receipt

of the Customer's deposit. Delivery periods are indicative and depend on the supply capacity and transport possibilities. The Supplier endeavors to respect the delivery period indicated at the time of acceptance of the Order. Exceedances of delivery periods may in no case give rise to damages, cancellation of Orders in progress, or non-payment of due invoices. In the event of non-collection of the Materials by the Customer within forty-eight (48) hours, a storage charge of 0.1% per calendar day of delay may be invoiced by the Supplier.

#### **3.2 - Transfer of risks**

Otherwise stated in the incoterms, risks of loss or damage to the Material shall pass to the Customer upon placement of the Materials at the disposal of the Customer at the loading dock of the Supplier's warehouse. The Materials travel at the risk and peril of the Customer who undertakes to insure, at his own expense, the Materials against the risk of loss and damage with an insurance for the benefit of the Supplier. The Customer is responsible for:

- Ensuring, upon the delivery by the carrier, that the Materials have suffered no damage during transportation,
- Safeguarding its own rights regarding the carrier in accordance with applicable legal provisions in force and within required timeframe and,
- Seeking recourse directly against the carrier, if necessary.

#### **3.3 - Reception**

The Customer is liable to check the Materials and to make all necessary reservations as soon as they are received. The Customer must also notify the carrier of his reservations within three (3) working days from receipt of the Materials, by extrajudicial document or by registered letter with acknowledgment of receipt. A copy must be sent to the Supplier at the same time. It is up to the Customer to provide all justifications as to the reality of the defects or deterioration found. He must allow the Supplier the opportunity to ascertain these defects in order to be able to remedy these defects, if those are his fault. Reception without reservations or reception that does not meet the above conditions covers any apparent defect or deterioration, lack of conformity and / or missing. The Materials will then be considered accepted by the Customer.

After checking, in the event of apparent defects or missing parts by the Supplier, the Customer may only request the replacement of the non-compliant Materials and / or the supplement to fill the missing ones. The Customer cannot claim any compensation or the cancellation of the sale.

#### **3.4 - Return costs**

Any return of Materials must be the subject to the written agreement of the Supplier and the return's costs and risks will remain under the Customer's responsibility. Any return of Material at the Customer's initiative entails an administrative charge of twenty-five (25) € excluding VAT, as well as the application of a deduction of twenty (20) % on the selling price, subject to receipt and acceptance of the non-used Material and in its original packaging. Any return made without the express prior consent of the Supplier will not give rise to any refund or credit.

### **4 - PRICE-PAYMENT TERMS**

#### **4.1 - Price**

Prices may be changed at any time and will be communicated to the Customer with one (1) months' notice, except in exceptional cases requiring a shorter period. The prices, that are expressed excluding tax (Excluding VAT) and in euros, are those in force at the time of the placing of the Order and mean, unless otherwise provided, Ex works, transport and packing not included. Any change in the VAT rate between the Order and the delivery will automatically be reflected in the price of the Material.

Prices are guaranteed if the delivery occurs within two (2) months after the acknowledgment of receipt of the Order. In the event of a tariff change, the prices are guaranteed if the Order is placed during the period of validity of the tariff and if the delivery occurs at the

latest within two (2) months following the expiry of the tariff applicable at the time of the Order.

New pricing will be applied to any Order placed before the coming into force of new tariff and having a delivery date occurring at least two (2) months after this coming into force.

#### 4.2 - Terms of payment

The invoice is issued at the latest at the time of the supply notification of the Materials.

Any Customer's Order of a sum below or equal to one hundred and fifty (150) Euros excluding tax will be increased by fifty (50) Euros, to cover Order process and shipping costs.

Thirty percent (30%) down payment must be paid by immediate bank transfer at Order acknowledgement date.

The remaining balance of the price including VAT will be payable by bank transfer (or bill of exchange which must imperatively be returned within 48 hours) within thirty (30) days end of month date of issue of the invoice. No discount for early payment will be granted. Any delay in payment shall automatically and without any reminder necessary entails late payment penalties equal to the interest rate applied by the European Central Bank (ECB) to its most recent refinancing operation plus ten (10) percentage points, as well as the payment of a lump sum indemnity for recovery costs of forty (40) euros per invoice. When the collection costs incurred exceed the amount of this lump sum indemnity, the Supplier reserves the right to request additional compensation, upon justification. In the event of late payment, the Supplier reserves the right to suspend all current deliveries and / or to refuse to perform future Orders without the Customer being able to claim any compensation for any reason whatsoever.

#### 4.3 - Requirement of cash payment and/or guarantee

If the Supplier has serious reasons to suspect payment difficulties from the part of the Customer whether on the date of the placement of an Order, or after, the Supplier may condition the acceptance of the Order and the delivery of the Materials on cash payment or on the provision, by the Customer, of guarantees for the benefit of the Supplier. In case of refusal of cash payment by the Customer, without any sufficient guarantee being provided by the latter, the Supplier may refuse to honor the Order placed or may refuse to deliver the Materials without the Customer being able to claim unjustified refusal to sell, or claim any compensation.

#### 4.4 - Exceeding the outstanding amount

The Customer may at any time request from the Supplier the limit and the current level of his outstanding and the Customer undertakes to provide the latter, on simple request of his part, all the accounting elements to control his financial situation (balance sheet...).

The Supplier may at any time proceed to the revision of the outstanding amount granted. In the event of exceeding the outstanding amount, the Customer agrees, in particular, that his payment conditions shall be paid in cash before delivery, that his outstanding amount is reduced and / or that deliveries are suspended.

### 5 - RETENTION OF TITLE

The transfer of ownership of the Materials will be established only after the full price, principal and ancillary costs, has been paid, and after cash receipt by the Supplier. The Supplier may assert the rights he holds under this clause for all of his Materials held by the Customer for any of his claims. The Customer must ensure the preservation of the delivered Materials during the retention period. The Customer undertakes in particular to:

- Insure, at his expense, the replacement of the delivered, unpaid and destroyed thing or pay the price immediately;
- Include separately in its accounting records, the nature and value of the Material that has been the subject to retention of title clause;
- Not pledge, transfer or convey any security interest in the Materials purchased, nor transfer the property titles as warranty of any sort or nature;
- Inform immediately the Supplier of the seizure, requisition or confiscation of the delivered and unpaid Material and of the transfer or pledge of its goodwill to a third party;
- Notify immediately the Supplier in case of resale of the Materials,

to allow him to assert his right of claim on the price towards the end user.

In case of non-payment, partly or totally, at the due date for any reason whatsoever, the Supplier will retain the right to request the immediate return, at the Customer's expenses, of the Materials object of the retention of title clause. The Supplier may, ensure at any time the proper execution of such dispositions.

### 6 - INSTALLATION

Where applicable, the Supplier shall set the deadlines for installation of the Materials in the acknowledgment of receipt or the specifications.

The Supplier will provide the Customer, with contradictory and within a reasonable notice, of the completion of installation services for which deadlines are scheduled.

In case of disorder found between two deadlines, the Supplier will have to remedy it as soon as possible.

The Supplier shall endeavor to meet the planned deadlines. Exceedances of the deadlines will not be able under any circumstances to give rise to damages, cancellation of Orders in progress, or non-payment of invoices due.

The warranty period after the completion of the Service is twelve (12) months. The Supplier will not be considered liable in case of improper installation of the Material by the Customer or by a third party, not mandated by the Supplier.

### 7 - WARRANTY

The minimum contractual warranty granted by the Supplier is for a period of twelve (12) months from the moment the Material is made available to the Customer. In order to be implemented, a warranty request must be made to the Supplier services. This request must define precisely and in writing the dysfunction in question and inform the conditions of Purchasing of the Material by the Customer to the Supplier (ex: invoice). The Supplier will accept or refuse the implementation of the warranty only after analysis of the "defective" Material and subject to shipment of such Material within a reasonable delay if so requested by the Supplier. The warranty granted by the Supplier consists of the replacement of the complete Hardware or the partial replacement of a defective component. The Supplier will not bear any costs other than the cost of the parts necessary for the replacement or repair of the defective Material.

No warranty will be granted by the Supplier:

- For defects and deteriorations resulting from abnormal storage and /or storage conditions at the Customer's premises or for maintenance or use of the Material that does not comply with the rules of the art or that does not comply with the prescriptions of the technical manual made available to the Customer by the Supplier, or manipulation by an untrained person.
- For defects and damage resulting from replacement parts not approved by the Supplier or which have been modified by the Customer,
- For any damage resulting from negligence or a lack of maintenance on the part of the Customer,
- In the event of normal wear and tear of the Material and / or its components or in case of damage or accident resulting from faulty and / or abnormal use thereof.
- In case of disassembly of the Material without prior agreement of the Supplier's technical support.
- In case of a replacement of a component of the Material by the Customer himself which would damage other elements.

### 8 - USE OF MATERIALS

All Materials comply with the regulations in force. The Customer must imperatively comply with all the safety regulations and instructions of the User Manual given at the time of the notification of supply of the Materials. Any installation of surface treatment equipment, for which the Supplier waives all liability, will be considered to be made for the benefit of the agreement granted to the Customer by the prefectural service governing unhealthy uncomfortable or dangerous establishments (Registered establishments). During the assembly of an installation, demonstration, works carried out outside the

factories of the Supplier by agents of the latter, these agents are considered to be under the authority of the end user. As a result, the civil liability of the end user is subrogated to the supplier's one as for the leading of the works and its consequences. In the event of an accident occurring at any time and for any reason whatsoever, the Supplier's liability is strictly limited to its agents and / or Materials directly supplied by it.

#### **9 - LIABILITY**

It is expressly agreed that the Supplier's liability can only be incurred for direct and material damages related to the performance of this Contract and may not exceed five percent (5%) of the amount of the Material concerned. The Supplier cannot be held liable for any indirect damage suffered by the Customer. The Parties agree on the term "indirect damages" as indicating in particular any loss of profit, turnover, data or use thereof. The supplier waives all liability in case of misuse or installation of the Material by the Customer or by a third party.

#### **10 - FORCE MAJEURE**

A case of force majeure or fortuitous event is considered to be any event beyond the control of the debtor, which could not be reasonably foreseen at the conclusion of the Contract and the effects of which cannot be avoided by appropriate measures, and which prevents the execution of its obligation by the debtor.

Are notably assimilated to cases of force majeure or fortuitous event waiving the Supplier of its obligation: the strikes of the whole or part of the staff of the Supplier or its habitual carriers, fire, flood, war, thus any other cause of supply disruption that is not imputable to the Supplier. In such circumstances, the Supplier will notify the Customer in writing within seventy-two (72) hours of the date of occurrence of the events. If the impediment is temporary the Contract is suspended by right and without compensation. If the event lasts more than thirty (30) days from the date of its occurrence, the Contract may be terminated by the most diligent Party, without either Party being entitled to any compensation.

#### **11 - INTELLECTUAL PROPERTY**

All documents, including technical documents, studies, plans, Materials, photographs given to the Customer by the Supplier remain the exclusive property of the latter. The Supplier remains the sole holder of intellectual and / or industrial property rights over these documents and / or Materials, and must be returned to him at his request. The Customer undertakes not to make any use of these documents, likely to infringe the industrial or intellectual property rights of the Supplier and undertakes not to disclose them to any third party.

#### **12 - CONFIDENTIALITY**

The Customer undertakes not to disclose to any person the confidential information provided by the Supplier and to make this obligation of confidentiality enforceable to the members of his staff, his subcontractors, and any person to whom he resells or makes available the Materials, for the duration of the business relationship and for the two (2) years following the end of the relationship. The obligation of confidentiality does not apply to information that is or will enter the public domain, which is already known before placing an Order, that is disclosed or exploited by one of the Parties with the prior written consent of the other Party, which are lawfully received from a third party, or to those to be disclosed to a judicial or administrative authority.

#### **13 - ANTI-CORRUPTION**

The Customer agrees to sign the Supplier's Anti-Bribery Policy and to comply with applicable anti-corruption laws. The Customer undertakes not to use any amount of money, or any other counterpart for purposes violating the Anti-Corruption Laws.

#### **14 - PROTECTION OF PERSONAL DATA**

For the sole purpose of the Contract, each Party may collect and process personal data relating to the other Party, and undertake to ensure that the processing is done in accordance with the law and that no such personal data is exploited or used for its own purposes or on behalf of third parties, unless otherwise instructed by the other Party. Each Party retains the data collected during the term of the Contract and five (5) years from its termination. The rights of access, rectification, deletion, limitation of treatment, portability and opposition may be asserted at any time by the Party concerned; for the Supplier this can be done by email at the following address: [info@sames.com](mailto:info@sames.com). A claim may also be lodged with the National Commission on Informatics and Liberty [CNIL] 3 Place de Fontenoy, 75007 Paris ([www.cnil.fr](http://www.cnil.fr)).

#### **15 - APPLICABLE LAW AND JURISDICTION**

Any question related to these General Sales Conditions and to the sales that they rule will be governed by French law. In the absence of amicable settlement any dispute as to the interpretation or the execution of these GSC will be of the exclusive competence of the Commercial Court of Paris.

#### **16 - APPENDICES**

The Appendices form an integral part of the present General sales conditions:

APPENDIX 1- Unit Price Schedule (or tariff)

APPENDIX 2- Price Reductions (or Discounts).