

## Terms of Sales

Unless expressly agreed otherwise in writing, all sales are subject to the following conditions:

### **1. Offers and acceptance**

(a) The price offers remain valid for a period of 30 days. However, any order is subject to the written acceptance of the Seller, so the Seller is only bound after written acceptance of the Buyer's order.

(b) In case of contradiction between the general conditions of sale and the general conditions of purchase, the present conditions of sale take precedence over all conditions of purchase, even if they are later in date. They may only be modified with the written agreement, countersigned by a duly authorized representative of the Seller.

### **2. Price and delivery**

(a) Prices are exclusive of taxes.

(b) Unless otherwise specified, delivery is made to the warehouses designated by the Seller. The products are delivered in standard non-returnable packaging. The Seller, at the request of the Buyer, may have the goods transported at the exclusive risk and expense of the Buyer. In the event that the shipping costs are paid by the Seller, they will be charged in addition to the price of the products.

(c) Delivery agreements and the Certificate of Conformity are usually provided free of charge for current products.

(d) All deadlines are provided as an indication, including those given to the acceptance of the order. The Seller strives to meet deadlines, he cannot be held responsible for delays in delivery.

(e) The Seller reserves the right to deliver an order in several installments and to invoice it in the same way. Any delay or failure in respect of a partial delivery in no way releases the Buyer from its obligation to accept and pay other partial deliveries.

### **3. Retention of title and transfer of risk**

(a) It is expressly agreed that the sold products remain the property of the Seller, in accordance with the provisions of the law of May 12, 1940, until full payment of the price. In the meantime, the Purchaser is prohibited from agreeing any pledge, pledge, any right to a third party on said products, which must be stored by the Buyer so as to be easily identifiable. In case of resale, the Buyer will be deemed, express agreement, depositary of the resale price in the name and on behalf of the Seller.

(b) Notwithstanding the retention of title, the transfer of risks takes place from the date of delivery.

#### **4. Payments**

(a) Prices are indicative and do not constitute a commitment of the Seller. Invoicing will be done according to the tariff in force on the day of delivery.

(b) The prices of the imported equipment may, at any time, be changed according to the current exchange rate on the day of delivery.

(c) Unless otherwise agreed, invoices are payable in full without any discount to thirty (30) days of invoice date.

Drafts subject to acceptance and promissory notes must be returned within one month.

(d) Prices shown on the front are in Euros (€) unless another currency is expressly provided for. These prices are valid only for the quantities given and can be modified to be aligned with those in force at the time of sending. If deliveries are staggered, each shipment will be billed separately and paid on time regardless of other shipments. In case of cancellation by the Seller of the order of the Buyer, for non-performance by the latter of one of these obligations, or if the latter decided not to buy the quantity on the order form, the Seller may charge the Buyer the quantity actually purchased, at the prevailing price of that quantity on the date of the last shipment.

(e) All orders below € 150 excluding taxes entail a booking fee of € 35 excluding taxes.

(f) Any amount not settled at the end of the term, without prejudice to any other recourse, will automatically cover the interest at the bank base rate, more than 5% pro rata temporis per month of late payment.

(g) Discount conditions applicable in case of payment on a date prior to the payment date indicated on the front: discount 0.15% per week of anticipation.

(h) The Seller reserves the right to suspend deliveries when a deadline has not been met or a delivery remains unpaid.

#### **5. Price variation**

The Seller reserves the right to increase the price of the products, due to any increase in costs incurred by the Seller, between the date of acceptance of the order and delivery (including, but not limited to, changes in exchange rates, salary costs, raw materials, transport, taxes) or cost increases would be directly or indirectly due to the Buyer, including the partial cancellation by the Buyer of an order.

## **6. Specification and documentation**

(a) The products comply with the descriptions. When the Seller is not the manufacturer, the products supplied will be those corresponding to the manufacturer's current specifications and performance.

(b) The Seller will endeavor to ensure the technical update of the information or documents relating to the products but, subject to the legal provisions, the Seller has no obligation regarding damages or harmful consequences that would arise directly or indirectly error or omission in technical information or documentation.

## **7. Warranties and liability for products not manufactured and sold by EUROFO**

Details of the warranty terms and conditions of the supplier or manufacturer of such products will be provided upon request, as well as the conditions of license, if any. Unless otherwise stipulated, the Seller excludes all liability for consequential damages of any kind, including in particular loss of profits or income, costs resulting from breakdowns and claims by third parties.

## **8. Force majeure**

The Seller's liability is in no case engaged due to delay or any failure in the execution of the order, since they are attributable to a cause beyond his control.

By express agreement, such causes will include, without this list being exhaustive: fire, strike, insurrection, riot, flood, epidemic, administrative or judicial seizures, embargo, quarantine, restrictions, war, failure of subcontractors, done by the prince and, in particular, exchange rate, import restrictions or the situations described above as assimilated thereto.

If the situation continues beyond three months, the parties will meet to determine whether they intend to continue the performance of their respective obligations, if not, the contract will be terminated automatically, without share allowance and else.

## **9. Storage**

Any delay in taxable delivery to the Buyer, his agents or his agents will result in the Purchaser's obligation to bear the costs of storage and annexes. The delivery of the products will therefore be

deemed to have been made on the date of notification to the Buyer by the Seller of their provision in the Seller's warehouses. The Seller reserves the right to invoice the products on this date which will mark both the point of departure of the guarantee and the transfer of risk at the expense of the Buyer. The foregoing provisions are subject, subject to the express right of the Seller's right, in accordance with the law, to require at its option forced execution, or to demand the resolution of the sale to the wrongs and grievances of the Purchaser, without prejudice to any damages.

#### **10. Patents**

(a) The sale of the products and the publication of all information or technical data relating thereto, are subject to industrial property rights or literary or artistic property.

(b) The Buyer warrants to the Seller that the designs and specifications provided by the Buyer to the Seller will not infringe any industrial, literary or artistic property right, or more generally, will not infringe any rights of any person in connection with the manufacture and sale products by the Seller.

(c) The Purchaser expressly agrees in this respect, to guarantee and indemnify the Seller of any claim for payment of royalties, and more generally the financial consequences of any claims, including costs, fees and expenses incurred for defend, in relation to any actual or alleged violation of any rights of industrial or literary and artistic property, and more generally any rights of any third party, in connection with the manufacture, commercialization of the products, occurring in the under (a) and / or (b) above.

#### **11. Tools**

Tooling, developed for the purpose of manufacturing the products to be supplied, as well as any industrial, literary or artistic property rights that may be attached thereto, remains the exclusive property of the Seller, even if all or part of their cost would have been billed by the Buyer.

#### **12. Skills**

(a) In case of dispute, only the jurisdiction of the Commercial Court of the Seller's registered office will be competent. The rights and obligations of the parties are governed exclusively by French law.

(b) Any product whose return is accepted must be returned to the Seller at the expense of the Buyer, in its original condition and in the event that checks are made by the Seller, they will be billed to the Buyer for a minimum amount out 15% tax of the invoice price.