

# GENERAL CONDITIONS OF SALE

## 1. CONCLUSION OF THE SALE

Any order to our Company for products, from whatever source, implies unreserved acceptance of these general conditions of sale. These conditions override any other general conditions of sale, whatever their terms and cancel any contrary clause that may figure on contracts, documents or correspondence from the purchaser.

It is understood that, should any clause that figures on the purchaser's contracts, documents or correspondence and which opposes the application of these general conditions of sale be contrary to the dispositions of these general conditions of sale, it will be considered null and void by our Company.

## 2. ACCEPTANCE OF ORDERS

Orders are processed following agreement on the price, delivery conditions and packaging units. Cancellation of order before shipment will be charged 10% of its value (with a minimum of €50).

## 3. PRICES

The prices for the products are set by the price list in force on the day the order is shipped; these are trade prices and are subject to the dispositions of article 2. They are set in the light of current economic conditions and our Company reserves the right to modify them at any time without notice should these conditions fluctuate.

## 4. PAYMENT TERMS

⚠ Our Company's only valid bank details are the ones stated on our invoices.

### 4.1. Time for payment

Our invoices are dated on the day of shipment. They are payable at 30 days at the end of the month by bank transfer, unless otherwise specified.

### 4.2. Advanced payment

0,3% by month of advanced payment.

### 4.3. Late payment penalties

For any payment that is late either in full or in part, late payment penalties shall be applied in the same amount as the amount resulting from the application of a rate equal to the interest rate applied by the European Central Bank to its most recent refinancing operation, plus 10 percentage points, calculated on a monthly basis. Furthermore, in accordance with the provisions of Article L.441-6 of the French Commercial Code stemming from Act No. 2012-387 of 22 March 2012, all late payments shall automatically give rise to the payment, by the Customer, of a fixed debt recovery fee amounting to at least 15% of the invoice total and, in all cases, of a minimum amount of €40.

## 5. DELIVERY

### 5.1 Incoterm

The delivery conditions are regulated by the Incoterm in force on the date of conclusion of the contract. In the absence of a delivery condition specifically agreed in the contract, the delivery is deemed to be FCA our warehouse in Saint Quentin Fallavier.

### 5.2. Delivery conditions

See spreadsheet below.

### 5.3. Transfer of risk

Should goods be collected or delivered they will travel at the purchaser's risks and perils. Should carriage be included in the price, our Company, together with its service providers, will assume the risk during transport on condition that the purchaser checks the number and condition of the packages in the presence of the transporter and notes any reservations on the delivery document, which it must sign and have countersigned by the transporter or its agent and confirm these reservations by registered letter within 2 days.

Without prejudice to the dispositions to be taken with regard to the transporter, any complaints on apparent faults or on the non-conformity of the goods delivered must be formulated by registered letter with acknowledgement of receipt within 48 hours of reception of the goods.

Once this period has elapsed, no claim concerning such faults will be entertained.

### 5.4. Late delivery

Whatever the date agreed upon for delivery, no indemnity can be claimed for late delivery, unless there is a stipulation to the contrary that has been agreed to by us.

Should the order require assembly, specific work or any other individual requirement, delivery is subject to a feasibility study and delivery time may be increased.

In any case, delivery within the delivery time or the release of the goods can be made only if the purchaser is up to date with his payment obligations to our Company.

We reserve the right to carry out delivery of all or part of the order at a time. Should delivery be partial, each part will be deemed to be a complete commercial operation. Payment will be required in proportion to the quantity delivered.

### 5.5. Returns

No return of goods will be accepted if a complaint has not previously been made to us and accepted by us.

Should we agree, the goods must be returned within 15 days from the date of our agreement in their original packaging or packaging that is identical to the original one. If the claim is justified, the goods returned will be replaced or a credit note issued at our choice.

The purchaser is solely responsible for any damage to goods resulting from their warehousing under abnormal conditions or conditions that are incompatible with their nature. Returns under these conditions will give rise to a deduction of a minimum of 30% for taking back into stock if goods can be sold as they are. If not, the goods will have to be examined to establish the amount of additional deduction for reconditioning and renovation of the products.

## 6. RESERVATION OF OWNERSHIP

Our Company reserves the ownership of the goods delivered until their cost has been entered in our Company's accounts.

During the period of reserved ownership, as the risks are transferred at the time of delivery, the purchaser as a consignee must insure the goods against all the risks of damage or responsibility.

The purchaser, who is authorised to sell on the goods delivered in the normal pursuit of its activity, is required to inform our Company immediately of the seizure on behalf of third parties of goods that have been delivered with reservation of ownership.

Should there be failure to pay a fraction or all of any of the instalments agreed for the cost, and eight days after failure in part or in whole to answer a formal warning by registered letter, the sale may be cancelled as of right if our Company sees fit without prejudice to any damages and interest claimed from the purchaser. The goods must be made immediately available to our Company, unless our Company requires their return at the purchaser's expense. Taking back the goods does not mean a cancellation of the sales contract. Sums already paid by the purchaser will be retained as initial damages and interest and without prejudice to any other damages.

These dispositions do not prevent the transfer to the purchaser of the risk of loss or deterioration of the products sold or any damage they may cause, as set out in article 5.3 above.

## 7. FORCE MAJEURE

Our Company will be discharged from its obligations by any event that is beyond its control which prevents or delays the delivery of the products and which is assimilated contractually to force majeure. This will cover in particular events that occur in-house or with our sub-contractors such as: lock-outs, strikes, fire, epidemics, embargoes, accidents, especially to tooling, breakage of machines, interruption or delay in transport, the impossibility of obtaining procurement, defects in raw materials or any other event beyond our control that leads to staff being partially or totally laid-off in our Company or those of our suppliers or sub-contractors.

## 8. INTELLECTUAL PROPERTY RIGHTS

The purchaser undertakes to respect all intellectual property rights of our Company which he declares to have knowledge of.

## 9. GUARANTEE

For use considered to be normal, our guarantee will be limited to the replacement of parts acknowledged to be faulty within two years of delivery or more depending on the extensions to guarantees applying to certain ranges of products, without our being liable for any claim for compensation for damages and interest. The costs of disassembly, carriage both ways and reassembly are excluded from the guarantee.

## 10. REPLACEMENT PARTS

When a product that we have supplied is stopped by our Company or the purchaser, our Company is not responsible for carrying out any need for after sales service which will have to be the subject of special agreement.

## 11. RECOMMENDATIONS

Any advice or counsel, technical indications or proposals that we may give or make do not imply any guarantee on our part. It is not our responsibility to assess the specifications or descriptions supplied. It is the customer's responsibility to check that the equipment is suitable for operation in real conditions of use.

## 12. INSURANCE

Our Company is insured as follows (casualty insurance certificate on request):

Third party insurance after delivery:

- €10,000,000 per year for all types of damage

- €2,000,000 per year for non-consecutive intangible damage.

## 13. PERSONAL DATA PROTECTION

Our company carries out computer processing for the purpose of managing its customer database, website, orders, customer services department and external communications. This processing uses the personal data of our customers or the recipients of deliveries in accordance with our customers' instructions. This data is subject to the provisions of the Data Protection Act No. 78-17 of 6 January 1978, as amended, the European regulations in force, including, inter alia, European Regulation No. 2016/679, and the recommendations of the French Data Protection Authority ("DPA" or "CNIL" – *Commission Nationale de l'Informatique et des Libertés*) (hereinafter the "Applicable Regulations"). If you would like information about this processing of your personal data by our company, please refer to our "Personal Data Protection Policy", available on our website.

If our company acts in the capacity as processor for its customers, who are controllers, the customers undertake to comply with all applicable regulations on personal data protection, including, inter alia, those that relate to individuals' information in the context of the transmission of their personal data to our company for the purposes of performing the Agreement.

## 14. ANTI-CORRUPTION CODE OF CONDUCT

The purchaser accepts to comply with the anti-corruption laws and the Code of conduct of our company available on the following link:

<https://www.thermador-groupe.fr/wp-content/uploads/Code-anti-corruptionGB.pdf>

## 15. ATTRIBUTION OF JURISDICTION – APPLICABLE LAW

It is expressly agreed that exclusive competence will be attributed for all disputes between the parties during their commercial relations to the French courts and in particular to the Commercial Court of Vienne, wherever the place of delivery, the method of payment accepted or even for claims under guarantee or where there are several defendants. Relations with the purchaser will be governed by French law.

Should these conditions be translated into a foreign language, the text written in French will be the only one to have authentic value.