

## 1. GENERAL PROVISIONS – DEFINITIONS

**1.1** These general conditions of sale (the "GCS") govern any and all offer, order, acceptance of order and/or contract with the SELLER in relation of the sale or the manufacture of any equipment or consumable product, or service (each of them hereinafter a "PRODUCT").

**1.2** The fact for the BUYER to contract with the SELLER implies the acceptance of the GCS and the renunciation to any general conditions of purchase or to any other document or stipulation contradictory to these GCS.

**1.3** These GCS may be subject to negotiation and derogation in the particular conditions set forth in the offer or in the acceptance of order of the SELLER with which they form the contract between the parties (the "CONTRACT"). They can also be incorporated as an appendix to a distribution contract with which they form the CONTRACT.

**1.4** Definition:

- « **BUYER** »: means the contracting party of the SELLER.
- « **FINAL USER** »: means the final user of the PRODUCT when it is not the BUYER.
- « **SELLER** »: means the company of the ACTEON GROUP, directly or indirectly, controlled by FINAPOLLINE SAS, which is the contracting party of the BUYER.

The BUYER and the FINAL USER declare and are deemed to be experienced professional, fully aware of the standards and rules of safety regarding the use of the PRODUCT or of similar product and to use it for the needs of their professional activity.

## 2. ORDER

Any order or offer shall only be firm from the date of issuance of the written acknowledgement of receipt of (i) the order or (ii) the accepted offer, returned by the SELLER. Otherwise, the CONTRACT shall only be validly formed by the delivery of the PRODUCT.

Except when the PRODUCT is marked with BUYER's personal identification, BUYER may terminate a CONTRACT within seven (7) days after delivery of the PRODUCT and upon payment to SELLER of a cancellation fee of ten (10) percent of the total price of the PRODUCTS due, as of the date of receipt by SELLER of the termination notice. The return of the PRODUCT shall be made with the consent of and in accordance with the instructions of SELLER as to the conditions of shipment and in the original packaging of the PRODUCT, at BUYER's risk and expense.

## 3. DELIVERY

**3.1** Manufacturing and/or delivery times are given as an indication only. Any delay shall not give rise to indemnification, price reduction or cancellation of the CONTRACT, to the benefit of the BUYER or of the END-USER.

**3.2** Delivery and transfer of risk to the PRODUCT shall be ex works or EXW (Incoterms 2020), SELLER's site, unless expressly agreed in writing in the CONTRACT for another delivery method.

**3.3** Transfer of title to the PRODUCT shall occur upon the occurrence of the latest of the following two events:

- Receipt by the SELLER of the full price including VAT,
- Delivery of the PRODUCT.

## 4. PRICE AND PAYMENT

**4.1** Unless otherwise provided in the CONTRACT, the prices of the PRODUCTS are those indicated in the SELLER's offer or, failing such offer, in the SELLER's public catalog.

**4.2** They are defined on an EXW basis, SELLER site, taxes and duties excluded. In the case of PRODUCTS in the nature of a service, valued according to time spent, prices are determined in accordance with the daily rates indicated in the SELLER's offer.

**4.3** Unless otherwise specified in the CONTRACT, full payment of the price including VAT is due within thirty (30) days from the issuance of the corresponding invoice by the SELLER.

**4.4** Payment shall be made by wire transfer to the SELLER's account, in the applicable currency, in available funds, net of any withholding or taxation. If any withholding or taxation is applied, BUYER shall pay SELLER any additional amount so that SELLER receives the full amount of the contract price as if the withholding had not existed.

**4.5** Any invoice shall be paid on its due date, even in case of dispute regarding its wording, the weight or the quality of the PRODUCT, which may be, if necessary, subject to a later regularization.

**4.6** Any deductions and/or set off by the BUYER is expressly excluded, unless with the prior agreement in writing of the SELLER.

**4.7** Failure to pay in available funds to the credit of the SELLER's account, on the due date, shall entail by operation of law and without prejudice to the right of termination:

- The immediate enforceability of all sums remaining due by the BUYER, under any CONTRACT,
- The course and the enforceability of default interest at ten (10) percent per annum,
- A fixed indemnity of forty (40) euros for recovery costs, plus any other costs (in particular lawyer's or bailiff's fees) that the SELLER can justify.

## 5. INTELLECTUAL PROPERTY

**5.1** All know-how, inventions, patents, trademarks, copyrights, software or any other intellectual property rights used, incorporated or developed in the PRODUCT in the performance of the CONTRACT by the SELLER shall remain its exclusive property.

**5.2** The BUYER shall not, directly or indirectly, exploit, adapt, analyse, disassemble or reverse engineer any of the SELLER's intellectual property rights outside the normal use of the PRODUCT.

## 6. WARRANTY

**6.1** This section contains SELLER's specific warranties relating to the PRODUCTS and is exclusive of any other legal or contractual warranties.

**6.2** SELLER warrants to BUYER that, at the time of delivery, the PRODUCT conforms to the CONTRACT specifications, is free from defects and from design or manufacturing defaults.

It is the BUYER's responsibility to check the quality and conformity of the PRODUCT upon receipt and to make any reservation to the carrier within the applicable time limit.

Any claim for apparent defect or lack of conformity to the CONTRACT must be received by the SELLER within seven (7) days from the receipt on BUYER's site.

**6.3** The duration of SELLER's warranty for any hidden defect, non-conformity or defectiveness shall be of twenty-four (24) months from the date of the sale of the PRODUCT to the END-USER, and, with a maximum of thirty (30) months from the date of the sale of the PRODUCT to the BUYER. For PRODUCTS subject to an expiration date, the warranty expires, in any case, fifteen (15) days before such expiration date.

For PRODUCTS having the nature of service, any claim must be received by SELLER within eight (8) days from the date of completion of the service. In the event that the service does not meet this warranty, the SELLER's liability shall be limited to a re-performance of the respective service.

**6.4** SELLER's warranty is limited, at its option, to the repair or the replacement of the PRODUCT.

Any return of defective or non-conforming PRODUCT shall be subject to SELLER's prior written consent and instructions, in the original packaging and at BUYER's risk and expense. The SELLER may, at his sole discretion, make the above warranty conditional upon the effective return of the respective PRODUCT, under the above conditions.

**6.5** Any warranty or liability for any defect, fault or failure resulting from normal wear and tear, improper maintenance, failure to follow SELLER's instructions for use, modification not made by SELLER, or resulting from other reasons beyond SELLER's control, including damage caused by erosion or corrosion or power supply, is excluded. Any returned PRODUCT found to be defective due to such causes shall be quoted by SELLER for repair or replacement. In the absence of express acceptance within three (3) months from the date of issuance of such quotation, the SELLER shall be entitled to dispose of the PRODUCT at his discretion, without further notice to the BUYER.

**6.6** The warranty period for any repaired, replaced or reworked PRODUCT shall remain the same as the warranty period originally granted. The repaired portion shall have a warranty period of 6 months after repair.

## 7. LIABILITY

**7.1 THE SELLER'S LIABILITY TOWARD THE BUYER OR TOWARD ANY END-USER IN RESPECT OF THE PRODUCT, INCLUDING, WITHOUT LIMITATION, FOR ANY APPARENT OR HIDDEN DEFECT, NON-CONFORMITY, DEFECTIVENESS OR OTHERWISE, OR UNDER ITS CONTRACTUAL OR EXTRA-CONTRACTUAL CIVIL LIABILITY, SHALL BE EXPRESSLY LIMITED TO THE INDEMNIFICATION OF DIRECT AND MATERIAL DAMAGES AND SHALL EXCLUDE ANY IMMATERIAL OR INDIRECT DAMAGES (SUCH AS, WITHOUT LIMITATION, LOSS OF BUSINESS, STOPPAGE OF PRODUCTION, LOSS OF PROFIT, CONSEQUENTIAL DAMAGES, IMAGE OR MORAL DAMAGES, EXCHANGE LOSS).**

**7.2 IN ANY CASE, THE INDEMNIFICATION SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE SELL PRICE (EXCLUDING VAT) OF THE RELATED PRODUCT.**

**7.3 THE SELLER'S LIABILITY SHALL BE TRIGGERED WITHIN A TERM OF ONE YEAR FROM THE DATE OF OCCURRENCE OF THE DAMAGE, FAILING WHICH ANY ACTION CONCERNING SUCH LIABILITY SHALL BE TIME BARRED.**

**7.4 THE BUYER SHALL INDEMNIFY THE SELLER AGAINST ANY ACTION BROUGHT AGAINST THE SELLER BY ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION AN END-USER, FOR ANY CLAIM ARISING DIRECTLY OR INDIRECTLY FROM THE CONTRACT OR THE PRODUCT AND EXCEEDING THE WARRANTY STIPULATED IN THE GCS.**

## 8. RESOLUTION

In case of non-performance of any of its obligations by the BUYER, the SELLER shall have the right to terminate the CONTRACT as well as any other existing CONTRACT between the parties, by operation of law and by first presentation of a written paper document or electronic document with 48 working hours notice, without prejudice of any right to indemnification.

## 9. FORCE MAJEURE

**9.1** The SELLER shall not be liable for any failure to perform its obligations due to unforeseeable, irresistible events beyond its control ("Force **Majeure**"), including, but not limited to: (i) fire, explosion and natural catastrophe, including flood, lightning, storm, typhoon, tornado, earthquake, landslide, epidemic, pandemic; (ii) war, civil war, act of terrorism, riot, civil disturbance, blockade, insurrection, coup d'état, revolution, rebellion or act of sabotage; (iii) strike, plant closure, or labour dispute even affecting the Employer; and (iv) *fait du prince*, acts of any government, confiscation, embargo.

**9.2** In the event of a delay in performance attributable to an event of Force Majeure, the delivery date or performance period shall be postponed for a period at least equal to the duration of the Force Majeure event. If the event constituting Force Majeure persists for more than 3 months, either Party shall have the right to terminate the CONTRACT or the part of the CONTRACT affected by the Force Majeure without compensation, subject to seven (7) days' written notice to the other Party.

## 10. PERSONAL DATA

FINAPOLLINE SAS is responsible for the treatment of the SELLER's personal data. This data will be processed in accordance with the GDPR. The purpose of the processing is to allow the proper execution of the CONTRACT (processing orders, delivery, invoicing...) and is necessary for commercial prospecting operations. In case of refusal of the treatment by the BUYER, he will not be able to take advantage of an incomplete execution of the CONTRACT by the SELLER. The SELLER and FINAPOLLINE SAS are the only recipients of the data, which will not be communicated to third parties, except in the case of legal obligation, and no transfer of data will take place to a non-EU country. The data will be kept for as long as there is an interest in maintaining the purpose of the processing. When no longer needed for this purpose, the data will be deleted by appropriate security measures to ensure pseudonymization or total destruction. The BUYER can exercise his rights of access, rectification and deletion with FINAPOLLINE SAS, Legal Department, 17 avenue Gustave Eiffel, 33700

MERIGNAC, [protectiondonnees@acteongroup.com](mailto:protectiondonnees@acteongroup.com). The BUYER can also file a reclamation with the CNIL.

## 11. ETHICS AND COMPLIANCE

The BUYER declares to be and shall make sure that the END-USER is, in conformity with any international convention or law or regulation which is applicable to him, concerning in particular and without limitation the rules of competition, the prevention of corruption, the anti-gift and transparency devices, the conflicts of interests, the prohibition of discrimination, the respect of private life and the protection of personal data and environment. BUYER declares that it is not affected by any trade sanctions imposed, in particular and without limitation, by the United Nations, the European Union and/or the United States. Upon SELLER's request BUYER agrees to provide any documentation proving the veracity of this statement. It is understood that SELLER's obligations under the AGREEMENT are contingent upon the truthfulness of the foregoing statements. Furthermore, BUYER agrees to indemnify and hold SELLER harmless from any and all liability resulting from any default by BUYER in this regard.

BUYER agrees to resell only to END-USERS who will be able to make the same declaration.

## 12. REGISTER EEE

In accordance with applicable regulations on waste electrical and electronic equipment, the SELLER identification numbers are as follows: for SOPRO n°00049 : FR000217\_057FUF, for SATELEC n°00031 : FR000269\_05DJZC, for DE GÖTZEN n°01321570127 : IT 08020000003254.

## 13. CONFIDENTIALITY

BUYER agrees to maintain the confidentiality of all information communicated by SELLER in connection with the PRODUCT, including, but not limited to, the CONTRACT, price, composition, application and use of the PRODUCT. Neither BUYER nor END-USER shall use such information outside the scope of the CONTRACT, nor disclose such information to third parties without SELLER's prior written consent. If BUYER is not the END-USER, BUYER agrees to assign the same confidentiality duty on the END-USER.

## 14. ELECTRONIC SIGNATURE

The CONTRACT may be entered into by electronic signature and each of the parties declares that it has taken all appropriate measures to ensure that the electronic signature of the CONTRACT is affixed by its duly authorized representative. Each party waives any challenge to the reliability of the electronic signature process used.

## 15. APPLICABLE LAW - LANGUAGE - DISPUTE RESOLUTION

**14.1 THESE GCS ARE GOVERNED TO THE LAW OF THE COUNTRY OF THE SELLER TO THE EXCLUSION OF THE PROVISIONS OF THE VIENNA CONVENTION OF 21 APRIL 1980.**

**14.2 THE LANGUAGE OF THE GCS IS THE LANGUAGE OF THE COUNTRY SELLER. IN CASE OF CONTRADICTION WITH A VERSION IN ANOTHER LANGUAGE, THE VERSION IN THE LANGUAGE OF THE SELLER SHALL PREVAIL.**

**14.3 ANY DISPUTE ARISING IN CONNECTION WITH THESE GCS, A CONTRACT OR A PRODUCT AND ANY LEGAL RELATIONSHIP, INCLUDING NON CONTRACTUAL, ARISING THEREFROM, WHICH IS NOT AMICABLY RESOLVED WITHIN 30 DAYS FROM ITS NOTIFICATION, SHALL BE SETTLED BY THE COMPETENT COURT IN WHOSE JURISDICTION THE REGISTERED OFFICE OF THE SELLER IS LOCATED, NOTWITHSTANDING ANY CALL IN GUARANTY, PLURALITY OF DEFENDANTS OR CONNEXITY, AND EVEN FOR PROCEEDINGS FOR CONSERVATORY OR PROVISIONAL RELIEF (*REFERE*) OR BY REQUEST (*PAR REQUETE*).**