

GENERAL TERMS AND CONDITIONS OF SALE - STACEM

GENERALITIES

These general terms and conditions of sale apply to all sales of STACEM goods. By placing an order, the buyer automatically accepts these general terms and conditions, regardless of the buyer's general terms and conditions of purchase, which cannot be invoked against the seller, even if they are communicated subsequently to these general terms and conditions. If one of the clauses of these general terms and conditions of sale should be null and void or annulled, the other clauses shall not thereby be annulled. The failure of the seller to exercise or enforce any right or provision of these Terms and Conditions shall not be interpreted as a waiver of such right or provision.

PRELIMINARY OFFER

Any request for goods made by the buyer will give rise to a preliminary offer, which will be submitted to the buyer by the seller for acceptance; the period of validity of this offer is indicated on the offer.

ORDER

All orders, including those placed by telephone or e-mail, must be confirmed in writing. The order shall specify the quantity, brand, type, references, agreed price, terms of payment, date and place of delivery or collection if it is other than the billing address. Any additions or changes to the order shall only be binding on the seller if the latter has accepted them in writing. Orders taken by the seller's employees are valid only if they have not been cancelled in writing by the seller within 3 days of their receipt. If, at the time of a previous order, the buyer failed to meet one of the buyer's obligations (default or late payment, for example), the seller may refuse to sell to that buyer, unless the buyer provides satisfactory guarantees or makes immediate cash payment. No discount for cash payment or advance payment will then be granted.

PRICES

The invoice prices are those established on the day of the order on the basis of the economic conditions in force. They are valid for a maximum period of 12 months, unless expressly stated otherwise in the preliminary offer. They exclude VAT, include packaging, exclude transport and are increased by VAT and/or any other similar taxes that may become due, at the rate applicable at the time they become due. Preparation costs are included for deliveries in Metropolitan France and will be quoted for in all other cases.

DELIVERY

All deliveries are made in accordance with the terms specified on the order, provided that the terms of payment have been respected. Delivery of goods means:

- either their dispatch to the buyer from the factory,
- or making them available to the buyer at the factory.

In case of inability to deliver the goods ordered, the seller may either cancel the sale and reimburse any advance payments received, without any other compensation, or deliver a product with the same characteristics, with the written agreement of the buyer. In the case of a simple change of reference, the substitution will be made without the need for agreement.

DELIVERY TIME

Delivery time is always communicated according to supply possibilities at the time of the offer and is given for reference purposes only. Any delay in delivery due to circumstances beyond the seller's control shall not result in the cancellation of the order. The seller may not be held liable for any loss resulting from this delay. However, if the goods are not delivered 2 months after the indicative delivery date, for any reason other than force majeure, the sale may be cancelled at the request of either party by registered letter with acknowledgement of receipt. The buyer will then only be entitled to the return of the deposit(s) paid, without further compensation. The seller is automatically released from all liability in the event of force majeure or events such as: lock-out, strike, epidemic, war, requisition, fire, flood, tooling accident, delay in transport services or any other cause generating a total or partial work stoppage for the seller or seller's suppliers. The seller shall inform the buyer in a timely manner of the cases and events listed above. Any delay in delivery due to force majeure will result, at the seller's discretion, in either the outright cancellation of the sale or the extension of the delivery or availability deadlines, without either party being entitled to claim any other compensation. In any event, delivery on time can only take place if the buyer has fulfilled all the buyer's obligations to the seller. When delivery is made by making the goods available for collection, the seller undertakes to inform the buyer in writing of the date on which the goods will be made available for collection. The buyer undertakes to take delivery of the goods within 10 days following the date of receipt of the notice of availability. After this period, storage costs will be invoiced to the buyer without prejudice to any action that the seller may intend to take.

TRANSPORT

The mode of transport chosen by the seller is contractually considered to be the most suitable for the delivery of the goods dispatched. Any differing choice must be expressly requested by the buyer. Unless otherwise specified, transport operations are at the expense, risk and peril of the buyer, who is responsible for checking the number and condition of the goods delivered upon receipt of delivery. In the event of damage or breakage, the buyer shall make the usual reservations on the delivery note and inform the carrier within 24 hours following receipt, by registered letter with acknowledgement of receipt.

RECEIPT OF THE ORDER - INSPECTION

The buyer shall inspect the goods within 10 days after delivery. Without prejudice to the measures to be taken against the carrier, the buyer must inform the seller by registered letter with acknowledgement of receipt within the time limit set above of any apparent defects or lack of conformity of the goods delivered. The buyer shall give the seller every opportunity to observe these anomalies and shall refrain from intervening directly or having a third party intervene for this purpose. After the deadline set out above, any claim of any nature whatsoever shall be deemed inadmissible. If the buyer expressly or tacitly waives this acceptance, the delivery will be deemed to be in accordance with the order. The non-conformity of part of the delivery shall not relieve the buyer of his obligation to pay for the goods for which there is no dispute. Any defect or faulty workmanship recognised after contradictory examination shall only oblige the seller to replace, free of charge, the products recognised as defective, to the exclusion of any operating loss or additional prejudice.

PAYMENT

Unless otherwise agreed, goods are payable at the seller's registered office within 60 days after invoice date.

At the beginning of the business relationship between the parties, the seller reserves the right to make the first deliveries on a cash-on-delivery basis or to demand payment in advance. Regardless of the method of payment agreed between the parties, payment shall not be deemed to have been made until the total price has been received by the seller. In case of partial payment, the amount received shall be applied first to outstanding late payment penalties, second to current instalments in descending order sorted by due date. In the event of non-payment, even partial, on the due date, the seller reserves the right to cancel or suspend ongoing orders and deliveries. (*) The Law on the Modernisation of the Economy of 4 August 2008, which came into force on 1 January 2009, establishes a maximum of 60 days or 45 days end of month. In case of payment by promissory note, bill of exchange (LCR) or draft on acceptance, these must be sent to us or returned to us, accepted, at least 10 days before the due date. In case of payment by cheque, it must be received by us within 3 days prior to the due date. No discount will be granted for early payment. Under Article 121 of the Law of 22 March 2012, debtors who pay an invoice after the payment deadline has passed are liable to pay their creditors a fixed compensation for collection costs of €40 (Article D.441-5 of the French Commercial Code).

PENALTY CLAUSE

In accordance with article L441-6 of the French Commercial Code, late payment penalties apply if the amounts due are paid after the date shown on the invoice. These late payment penalties are calculated on the basis of 3 times the legal rate. If the buyer's failure to act makes legal collection necessary, the buyer undertakes to pay, in addition to the principal, costs, expenses and emoluments ordinarily and legally payable by it, compensation set at 10% of the principal amount of the debt, including VAT, with a minimum of 250 euros, by way of conventional and fixed damages. In the event of the sale being cancelled for non-payment, the sums paid by the buyer will be purely and simply acquired by the seller.

EXPIRATION CLAUSE

In the event of total or partial non-payment of an order on the due date, the sums due in respect of this order or other orders already delivered or in the process of being delivered shall become immediately payable after formal notice has been served.

TERMINATION CLAUSE

All orders are accepted in consideration of the legal, financial and economic situation of the buyer at the time of the order. As a result, if the buyer's financial situation were to deteriorate between the date of the order and the date of delivery, the seller would be entitled either to demand payment before delivery, or to cancel the sale. In the event of non-performance of any of these conditions, the seller will send the debtor a formal demand by registered letter with acknowledgement of receipt. If the buyer fails to fulfil his obligation within one month of this formal demand being sent, the sale will be cancelled ipso jure if the seller so wishes. The buyer may not request the cancellation of the sale or seek the seller's liability in the event of modification of the initial technical specifications or characteristics, occurring between the placing of the order and its delivery, which would result from the application of a national or European Community regulation, or from the manufacturer's recommendations. The seller undertakes to inform the buyer of any such changes as soon as possible.

WARRANTY SCOPE

The cost of transporting defective products shall be borne by the buyer. The cost of transporting replacement products shall be borne by the seller. Products replaced free of charge are returned to the seller and once again become the seller's property. The buyer may not claim any compensation in the event of his production being immobilised as a result of the application of the guarantee.

WARRANTY - LIMITS AND EXCLUSIONS

The buyer will lose the benefit of the legal and conventional warranties in particular in the event of:

- abnormal or excessive use of the goods.

The seller may suspend the legal and conventional warranties in the event of late payment or total or partial non-payment of the price of the goods. The seller's liability is limited to the replacement of goods found to be defective or to have a manufacturing, labelling or packaging defect. The seller's departments will have the possibility of investigating the alleged defects. All other warranties, express or implied, are excluded. The seller shall not be liable for any loss or damage, direct or indirect, howsoever caused. Under no circumstances may the buyer claim, on any grounds whatsoever, to make any deduction from the amount of invoices corresponding to an incomplete delivery or relating to defective goods.

RETENTION OF TITLE CLAUSE - TRANSFER OF RISK

The goods will remain the property of the seller until they have been paid for in full, in accordance with the terms of the Law of 12 May 1980. In the event of non-payment, even partial, of any one of the instalments, the goods may be reclaimed. The right to reclaim shall apply even in the event of the buyer's receivership or liquidation. In the event of reclamation, the sale will be terminated ipso jure. Notwithstanding article 1583 of the French Civil Code, delivery of the goods involves the transfer of risks to the buyer, both for damage to the goods and damage caused to third parties. The goods shall be returned to the seller at the buyer's expense and risk. In the event of intervention by the buyer's creditors, in particular in the event of seizure of the goods or the initiation of collective proceedings, the buyer must immediately inform the seller of such intervention by registered letter with acknowledgement of receipt, as well as the seizing creditors or the bodies of the collective proceedings. The buyer shall bear the costs arising from the measures taken to stop this intervention and, in particular, those relating to a third-party opposition. In the event of implementation of the Retention of Title Clause, any advance payments made to the seller shall be retained by the seller by way of damages. If the buyer must hand over the goods to a carrier or a custodian, the latter shall date and sign this document after writing by hand: "taken note of the retention of title clause u handover of the goods".

RETENTION OF TITLE CLAUSE - RESALE OR TRANSFORMATION

As the goods remain the property of the seller until full payment of their price has been received by the seller, the buyer is prohibited from disposing of them for the purpose of resale. However, by way of simple tolerance and solely for the needs of its business, the seller authorises the buyer to resell the goods in question on condition that the buyer pays, upon resale, the full price still due, the corresponding amounts now being pledged to the seller in accordance with article 2071 of the French Civil Code, the buyer simply becoming the depositary of the price.

APPLICABLE LAW AND JURISDICTION

This contract is subject to French law. For all disputes relating to the performance or interpretation of these conditions, the Commercial Court of Vannes or its president in summary proceedings shall have sole jurisdiction, even in the event of multiple defendants.