

GENERAL TERMS AND CONDITIONS OF SALE

GENERAL PROVISIONS

These General Terms and Conditions of Sale shall apply to all offers and sales of goods. Any order shall constitute the buyer's unconditional acceptance of these General Terms and Conditions of Sale, irrespective of the buyer's own general purchasing conditions, which shall not be enforceable against the seller whether communicated before or after these terms. If any provision of these General Terms and Conditions of Sale is held to be invalid or annulled, the remaining provisions shall remain fully valid and effective.

The fact that the seller does not invoke, at any given time, any provision of these terms and conditions shall not be construed as a waiver of its right to rely on such provision at a later date.

Any document other than these General Terms and Conditions of Sale, including catalogues, brochures, advertisements, notices and digital content, is provided for information purposes only and shall have no contractual value.

The seller reserves the right to derogate from certain provisions hereof according to negotiations conducted with the buyer, through the establishment of special terms and conditions of sale. These General Terms and Conditions of Sale shall be provided to the buyer with each order by any appropriate means.

INTELLECTUAL PROPERTY

All technical documents, products, photographs and videos, on any medium, whether paper or digital, shall remain the exclusive property of the seller, who is the sole owner of all intellectual property rights therein, and shall be returned upon request.

The buyer undertakes not to make any use of such documents that may infringe the seller's industrial or intellectual property rights and undertakes not to disclose them to any third party.

ORDERS

All orders must be submitted in writing.

Orders shall specify in particular: quantity, brand, type, references, agreed price, payment terms, delivery or collection location if different from the invoicing address, and the requested lead time.

For each order, the seller shall issue an Order Acknowledgement (OA) within a maximum of 48 hours. The Order Acknowledgement must be signed and returned by the buyer in order to validate the order.

Orders submitted to the seller shall be irrevocable for the buyer unless the seller provides written acceptance of their cancellation.

In the event of any modification requested by the buyer, the seller shall no longer be bound by previously agreed delivery deadlines. If the purchase of goods is financed by a financing institution, this must be expressly stated on the purchase order. If the financing institution does not provide a favourable decision within thirty (30) days of the order date, the seller reserves the right to cancel the sale. Any deposits paid shall then be refunded to the buyer.

If, in connection with a previous order, the buyer failed to comply with one of its obligations (for example, delayed or non-payment), the seller may refuse a new order unless satisfactory guarantees or cash payment are provided. In such circumstances, no discount for cash or advance payment shall be granted.

PRICES

The prices invoiced shall be those in effect on the date of the order, based on the current price list, subject to any deposits, discounts or special pricing arrangements. Unless expressly stated otherwise in the quotation, such prices shall remain valid for a maximum period of one month.

Prices are exclusive of VAT and exclude preparation and transport costs. They shall be increased by VAT and/or any similar taxes becoming payable, at the rate applicable on the date such taxes become due.

The portion of the unit cost borne by the seller for PMCB waste management, as invoiced by the eco-organization to which the seller belongs, shall be passed on in full to the professional purchaser of the product without any reduction.

The seller is entitled to increase the price of the products still to be delivered if the costs price determining factors have been subject to an increase. These factors include but are not limited to: raw and auxiliary materials, energy, products obtained by seller from third parties, exchange rates, wages, salaries, social security contributions, governmental charges, freight costs and insurance premiums. Seller shall notify the buyer of such increase which shall not exceed the increase in the determining cost factors.

DELIVERY AND COMMISSIONING

Delivery shall be carried out in accordance with the provisions stated in the Order Acknowledgement (OA), subject to compliance with the agreed payment terms.

Delivery of goods shall mean either:

- shipment to the buyer from the seller's factory or warehouse;
- making the goods available at the seller's factory, warehouse, or any other intermediary designated by the seller.

Should the seller be unable to supply the ordered goods, it may either cancel the sale and refund any deposits received, without further compensation, or provide equipment of equivalent characteristics, subject to the buyer's written approval. Where only a product reference changes, substitution may occur without such approval.

If delivery requires special arrangements (tail-lift truck, pallet truck, refrigerated transport, etc.), the resulting additional costs may be charged to the buyer.

DELIVERY TIMES

Delivery times are always communicated according to supply

possibilities existing at the time of quotation and are provided for information purposes only.

Any delay in delivery resulting from circumstances beyond the seller's control shall not entitle the buyer to cancel the order. The seller shall not be liable for any loss arising from such delay.

However, should delivery not take place within thirty (30) days after the indicative delivery date, for reasons other than force majeure, the sale may be cancelled at the request of either party after notice has been given by registered letter with acknowledgment of receipt. In such case, the buyer shall only be entitled to reimbursement of any deposits paid and shall not be entitled to any additional compensation.

The seller shall automatically be released from all liability in cases of force majeure or events such as lock-outs, strikes, epidemics, war, requisition, fire, flood, machinery breakdown, transport delays, or any other cause resulting in partial or total shutdown or reduction of activity affecting the seller or its suppliers.

The seller shall inform the buyer in due time of the occurrence of such events.

Any delivery delay caused by force majeure shall, at the seller's option, result either in cancellation of the sale or extension of the delivery or collection deadlines, without either party being entitled to compensation.

In all circumstances, delivery within the agreed timeframe can only occur if the buyer has complied with all of its obligations towards the seller.

Where delivery is made by making the goods available, the seller shall notify the buyer in writing of the availability date. The buyer undertakes to collect the goods within fifteen (15) days after receipt of such notice. After this period, storage charges shall be invoiced to the buyer without prejudice to any action the seller may take.

TRANSPORT

Unless otherwise agreed (carriage paid delivery), transport operations shall be carried out at the buyer's expense, risk and peril. It is the buyer's responsibility to verify the quantity and condition of the goods upon receipt.

In the event of loss or damage, the buyer must state the usual reservations on the delivery note and notify the seller in writing within forty-eight (48) hours of receipt.

Any product for which no written reservation has been notified to the seller within forty-eight (48) hours of receipt, pursuant to Article L133-3 of the French Commercial Code, shall be deemed accepted by the buyer.

The buyer shall grant the seller every opportunity to inspect any alleged defects or discrepancies and shall refrain from intervening, or allowing any third party to intervene, for this purpose.

The buyer shall provide all evidence necessary to establish the reality of any defects or shortages.

Non-conformity affecting part of a delivery shall not relieve the buyer of its obligation to pay for those goods not subject to dispute.

Any defect acknowledged after joint inspection shall only oblige the seller to replace, free of charge, the goods recognized as defective, excluding any loss of profit or additional damage.

No return of goods may be made by the buyer without the seller's prior written consent, obtained by fax or email.

RETURNS

Except in the case of defective goods, no return, exchange or partial take-back shall be accepted.

PAYMENT

Unless otherwise agreed in special conditions granted by the seller, invoices shall be payable at the seller's registered office within thirty (30) days from invoice date.

For any new customer, a credit insurance request shall be submitted to the seller's credit insurer. If coverage is denied, full payment upon order shall be required.

Where the amount of the order, or the aggregate amount of orders pending delivery, exceeds the credit insurance coverage limit, the buyer shall immediately pay, upon validation of the Order Acknowledgement (OA), the difference between the total value of outstanding orders and the amount covered by the credit insurance policy.

If the credit insurer reduces its coverage amount, the buyer shall be informed at the time of placing a new order and shall pay, upon validation of the Order Acknowledgement (OA), the difference between the total cumulative value of outstanding orders and the revised credit insurance limit.

Whatever payment method is agreed between the parties, payment shall only be deemed completed upon actual collection of the funds by the seller.

In the event of partial payment, sums received shall first be applied to late payment penalties and then to outstanding invoices in reverse chronological order.

In the event of non-payment, even partial, when due, the seller reserves the right to terminate or suspend current orders and deliveries.

LATE PAYMENT PENALTY CLAUSE

Pursuant to Article L441-6 of the French Commercial Code, late payment penalties shall apply whenever amounts due are paid after the payment date stated on the invoice.

Such penalties shall be calculated at three times the legal interest rate and shall be subject to a minimum fixed charge of €40.

No reminder or formal notice shall be required for late payment penalties to accrue.

Should the buyer's default require legal recovery proceedings, the buyer undertakes to pay, in addition to the principal amount, all costs, expenses and fees legally chargeable, together with compensation equal to 15% of the gross amount of the debt (inclusive of taxes), with a minimum amount of €300, by way of agreed liquidated damages.

In the event of cancellation of the sale due to non-payment, all sums previously paid by the buyer shall remain the property of the seller.

TERMINATION CLAUSE

Each order is accepted in consideration of the buyer's legal, financial and economic situation at the date of the order. Consequently, should the buyer's financial situation deteriorate during the contractual relationship, the seller shall be entitled to require full advance payment.

In the event of breach of any of these conditions, the seller shall send formal notice by registered letter with acknowledgment of receipt. If the buyer fails to remedy the breach within one (1) month from the sending of such notice, the sale shall be automatically terminated at the seller's option.

The buyer may not seek termination of the sale or hold the seller liable for any change to the original technical specifications occurring between order placement and delivery where such change results from national or European legislation or manufacturer recommendations. The seller undertakes to inform the buyer of such changes as soon as possible.

EXTENDED WARRANTY

This warranty covers all apparent and latent defects from the date of receipt of the goods.

It covers non-conformity of products with the order and any hidden defect resulting from defects in materials, design or manufacture which render the delivered products unfit for their intended purpose.

Under this warranty, the seller's sole obligation shall be replacement, free of charge, of defective goods. The buyer shall not be entitled to claim damages for any reason whatsoever.

The seller guarantees its products against hidden defects in accordance with applicable law, trade practices and case law, except in the following cases:

- abnormal or improper use of the equipment;
- repairs or interventions carried out by persons not authorized by the seller or manufacturer;
- water damage, collisions, falling materials, chemical attack, fire, vandalism or malicious acts;
- damage resulting from operating errors or insufficient supervision or maintenance;
- premature deterioration due to wear or defects not reported in due time;
- refusal by the buyer to provide access to the equipment for maintenance, inspection or repair;
- use under conditions or performance levels not foreseen or contrary to technical recommendations.

The seller may suspend legal and contractual warranties in the event of delay or non-payment of all or part of the purchase price.

All other express or implied warranties are excluded. No liability shall be accepted for any direct or indirect damage or loss, regardless of cause. Under no circumstances may the buyer withhold payment of invoices because of incomplete delivery or defective equipment.

LIMITATION OF LIABILITY

The seller shall not be liable to buyer, buyer's customers or any person or entity for any incidental, consequential, special, or indirect damages (including, without limitation, lost profits or business interruption losses) as a result of supplying product to buyer or others and whether arising in tort (including negligence), contract or otherwise.

Nothing in these Terms shall limit or exclude seller's liability for death or personal injury caused by its negligence or fraud or fraudulent misrepresentation.

Otherwise, seller's exclusive liability and buyer's sole remedy in the event of a non-conforming product shall be replacement of the defective product with conforming product.

RETENTION OF TITLE - TRANSFER OF RISK

The goods shall remain the property of the seller until full payment of the principal amount and any ancillary charges, in accordance with the French Act of 12 May 1980.

Failure to pay any instalment, even partially, may result in repossession of the goods. The seller's right of recovery shall also apply in the event of judicial reorganization or liquidation proceedings involving the buyer. Upon repossession, the sale shall be automatically terminated.

By way of derogation from Article 1583 of the French Civil Code, shipment, receipt or availability of the goods shall transfer risk to the buyer for both damage suffered by the goods and damage caused to third parties.

Accordingly, where payment occurs after delivery, the buyer undertakes to insure the products, at its own expense and for the benefit of the seller, against loss and accidental damage.

Recovery of the goods shall be carried out at the buyer's expense and risk.

If creditors of the buyer intervene, particularly in the event of seizure of the goods or collective insolvency proceedings, the buyer shall immediately notify the seller by registered letter with acknowledgment of receipt and shall similarly inform the seizing creditor or insolvency administrator. The buyer shall bear all costs

arising from measures taken to end such intervention, including third-party opposition proceedings.

Where the Retention of Title Clause is enforced, deposits already paid shall remain the property of the seller by way of liquidated damages.

If the buyer delivers the goods to a carrier or custodian, such party shall date and sign this document after handwriting the following statement:

«Acknowledgement of the retention of title clause upon receipt of the goods.»

As long as the goods remain the property of the seller until full payment, the buyer is prohibited from disposing of them through resale or processing. However, purely as a matter of tolerance and for the needs of its business, the seller authorizes resale or processing provided that the buyer immediately pays the balance of the outstanding purchase price upon resale. The corresponding sums are hereby pledged in favour of the seller pursuant to Article 2071 of the French Civil Code, the purchaser becoming a mere custodian of the price.

APPLICABLE LAW AND JURISDICTION

This agreement shall be governed by French law. For all disputes relating to the performance or interpretation of these terms and conditions, exclusive jurisdiction shall be vested in the Commercial Court of Paris, or its President when acting in summary proceedings, even in cases involving multiple defendants.

COMMUNICATION AND ENFORCEABILITY

These General Terms and Conditions of Sale are attached by the seller to quotations and/or Order Acknowledgements (OA).

The buyer is informed thereof when the Order Acknowledgement is sent and is responsible for reviewing the General Terms and Conditions of Sale, which shall then be enforceable against it.

The buyer's signature of the Order Acknowledgement constitutes acceptance of these conditions.

The buyer's signature of the Order Acknowledgement (OA) or any other document constituting a firm and final order (purchase order, signed quotation, etc.) shall constitute acceptance of these General Terms and Conditions of Sale.

COMPLIANCE WITH INSTRUCTIONS

The buyer shall comply with all applicable instructions furnished by seller relating to the installation and use of the product(s) and buyer agrees not to misuse, modify or misapply such product in any manner.

The seller shall not be liable for buyer's failure to apply or use the product in accordance with such instructions, technical notes or guidelines and good craftsmanship.

COMPLIANCE WITH APPLICABLE LAW

The buyer shall comply with all applicable laws and regulations. The buyer shall not – directly or indirectly – sell, export, re-export, transmit, divert or otherwise transfer any goods or products into or through Cuba, Iran, Russia, Syria, North Korea, Venezuela, the Crimean, Donetsk or Luhansk Regions of Ukraine, Belarus, or any other country that is subject to sanctions or an embargo by the United States, the United Kingdom or the European Union, or with or to any party listed on any United States Government, United Kingdom Government or European Union blocked-persons list, as amended from time to time.

COMPLIANCE WITH APPLICABLE POLICIES

The buyer shall comply with all applicable seller policies including but not limited to seller's Values & Expectations of 168 which can be accessed at the following URL <https://www.rpmnc.com/pdf/CodeGuidelines.pdf> and seller's Distributor and Applicator Code of Conduct which can be accessed at the following URL <https://www.rpmnc.com/distributors-and-applicators-code-of-conduct/>.

DATA PROTECTION

Each party shall process, apply, view and use Personal Data only to the extent necessary to perform the agreement under these General Terms and Conditions of Sale. Neither party shall transfer or otherwise allow the use of Personal Data of the other party unless expressly instructed or authorized by the other party.

Both parties shall comply with applicable laws and best practices relating to data privacy and data security. Seller's Privacy Policy can be found on <https://www.rpmnc.com/privacy-policy/>.

The buyer has the right to access his data also for the purpose of their correction, integration and/or cancellation in accordance with the applicable laws on the subject and the General Data Protection Regulation (EU 2016/679). Any such request can be done at dataprotection@rpmnc.com.