

Applicable to the relations between SAM OUTILLAGE and its customers

## 1 - APPLICATION

### 1.1 - PROFESSIONAL PRACTICES

These general professional conditions codify the good practices and professional practices certified and based on the specificities of the profession represented by the SIO, Syndicat de l'Industrie de l'Outillage, for which they constitute the professional reference-

### 1.2 - PURPOSE

These general conditions define the rights and obligations of both parties and are intended to apply to all contractual relations between "the Supplier" and the customer company hereinafter referred to as "the Customer" and define their rights and obligations.

### 1.3 - POSITION OF THE GENERAL TERMS AND CONDITIONS OF SALE

In accordance with Article L441-1 of the Commercial Code, these general terms and conditions constitute "the sole basis of the commercial negotiation". They therefore apply to all the Supplier's business and form the legal basis of the contract unless there are special conditions. The purchase conditions are only proposals of the Client. These general terms and conditions preclude any contrary clauses formulated in any way by the Customer if the Supplier has not explicitly accepted them. Any derogation from the general conditions, in favour of the Customer, may justify a counterpart. Any order or acceptance of an offer from the Supplier implies acceptance of these general terms and conditions.

The general terms and conditions of sale also include the Supplier's prices, communicated in the format it has predetermined; any specific request for a format must be the subject of a special agreement.

The invalidity of any of the clauses of these general terms and conditions shall not affect the validity of the other clauses.

### 1.4 - LEGAL REGIME

The resulting contracts and orders are governed by the law on work contracts when they apply to the production of a product on the basis of specifications or to the provision of a service. They are governed by the law of sale only when they apply to the supply of standard products.

### 1.5 - CONTRACTUAL DOCUMENTS

The contractual documents, in decreasing order of priority, are:

- the Supplier's offer
- the specific conditions expressly accepted by both parties,
- these general conditions,
- the accepted order,
- the delivery note, the invoice-

Commercial documents, catalogues, advertisements, price lists not expressly mentioned in the special conditions do not form part of the contract. In the event of a dispute over the interpretation of the terms, the French version shall prevail.

## 2 - OFFER

Under Article 1117 of the Civil Code, "The offer lapses at the end of the period set by its author or, failing that, at the end of a reasonable period. In the absence of a time limit specified by the Supplier, the "fixed time limit" within the meaning of this article shall be one month. Beyond this fixed period, the price may be updated, taking into account changes in cost prices

## 3 - ORDERS

### 3.1 - DEFINITION OF THE NEED

The Customer, as a professional of the products it purchases, is responsible for defining and expressing its needs and those of its customers, at the stage of use and implementation, including the uses and purposes and the resulting constraints, which it must take into account when choosing the product. It is its responsibility to check, before ordering, that the products are suitable for these uses.

The Supplier, as a professional of the products it sells, will take into account the express requests made by the Customer and will respect them, within the limits of their feasibility, compliance with the contract, and professional standards

### 3.2 - ACCEPTANCE- FORMATION OF THE CONTRACT

#### 3.2.1 - Account opening and normal character

Any order placement may be subject to the opening of an account by the Supplier, which may be subject to conditions, which will be brought to the Customer's attention. In addition, the Supplier reserves the right to refuse any order that is abnormal or exorbitant in nature or that is out of proportion with the Customer's needs or financial capacities.

#### 3.2.2 - Minimum amount - Packaging unit

A minimum amount and/or a minimum packaging unit may have been determined by the Supplier and brought to the Customer's attention in advance. An order for an amount lower than this minimum amount and/or not in conformity with the minimum packaging unit may either not be taken into account or be subject to a specified charge.

#### 3.2.3 - Information on catalogues

The Supplier may make changes or improvements to information such as weight, packaging, catalogues and other documents, which are indicative, and delete references, in particular due to discontinuation, or replace references where necessary.

#### 3.2.4 - Formation of the contract

The contract is only final if the Supplier expressly accept the order. If the order differs from the offer, it shall only have effect to the extent of such express acceptance by the Supplier, in accordance with Article 1118 of the Civil Code. The acceptance of the order is made by any written means. Any order accepted by the Supplier shall be deemed to imply acceptance by the Customer

of the Supplier's offer.

#### 3.2.5 - Supply limit

The contract will be limited to the supplies and services expressly mentioned in the contract.

## 3.3 - MODIFICATION

Any modification of the contract or order requested by one of the parties is subject to the express acceptance of the other party. However, the Supplier may make changes to the product that do not have a negative impact on its utility value or performance.

## 3.4 - CANCELLATION

Any modification of the contract requested by one of the parties is subject to the express acceptance of the other party. The order expresses the Customer's consent irrevocably. It cannot therefore cancel it, unless the Supplier has given its express prior consent. Consequently, if the Customer requests the cancellation of all or part of the order, the Supplier shall be entitled to demand performance of the contract and full payment of the price.

In the event of a termination of the contract or "order cancellation" granted by the Supplier, the instalments already paid shall be withheld by the Supplier as initial compensation and the Customer will have to compensate it for all the costs incurred and for all direct and indirect consequences resulting therefrom.

In the event of incomplete delivery and unless otherwise specified by the Customer, the remaining items will be automatically recovered and shipped with the Customer's next order.

## 4 - REGULATIONS

The Supplier undertakes to deliver products that comply with the technical regulations applicable to them and with the technical standards for which it has explicitly declared compliance.

The Customer or, where applicable, the user, is responsible for the use of the product under normal conditions of use and in accordance with the safety and environmental legislation in force at the place of use as well as the best practices of its profession. It is the Customer's responsibility to choose a product corresponding to its technical need or to its own customer and, if necessary, to ensure that the product is suitable for the intended application and that the regulations in force are respected.

Unless expressly stated on the product, the delivered product is not intended to operate in an explosive atmosphere.

## 5 - PACKAGING

Non-returnable packaging, adapted to the product and made according to the Supplier's standard, is not taken back. It complies with the environmental regulations applicable to the intended purpose of the products. If the Customer wishes specific packaging (external storage, maritime, waterproof, etc.), it must expressly request it from the Supplier when the contract is concluded. The costs relating to the packaging mentioned in the offer are to be borne by the Customer. The Customer undertakes to dispose of packaging in accordance with local environmental legislation.

## 6 - PRICES

Prices are established in Euros, excluding taxes and customs, transport, insurance, packaging costs, and unless explicitly agreed otherwise, made available ex works" or at the Supplier's warehouses (Ex Works - ICC Incoterms in force at the time the contract is concluded).

The prices correspond exclusively to the products and services specified in the offer, taking into account the components of the accepted order.

Services and additional supplies are charged extra.

Unless otherwise agreed, specific or application-specific studies and pre-studies are not included in the price.

The application of Article 1223 of the Civil Code relating to partial acceptance is expressly rejected.

In the event of a framework agreement or a contract for the provision of services, neither of the two parties will have the right to set the price unilaterally and therefore to implement Articles 1164 and 1165 of the Civil Code. Any stipulation to the contrary may only be made by express prior agreement.

## 7 - DELIVERY

### 7.1 - COSTS AND RISKS

Delivery is deemed to have been made, unless otherwise expressly agreed, "carriage paid" to the delivery address specified by the Customer.

Management fees, carriage and packaging costs are granted for any order for which the net amount excluding VAT per order reaches or exceeds an amount specified by the Supplier and only if the shipment is made to a single recipient and at a single time. In the case of express shipment, the costs are to be borne by the Customer. Outside metropolitan France and Corsica, unless the Supplier expressly states otherwise in writing, delivery shall be made ex works (EXW) in accordance with the ICC Incoterms in force on the date of conclusion of the contract. In this context, transport, insurance, customs and handling operations are at the Supplier's expense and risk. The risks are transferred to the Customer upon receipt.

The transfer of risk upon receipt shall not prevent the Supplier from exercising the retention of title clause provided for in Article 9 of these GTC.

### 7.2 - VERIFICATION

In all cases, the Customer must, at its own expense and under its own responsibility, check or have checked the quantities and condition of the products as soon as they are received.

In the event of defects, non-conformities, damage, deterioration or missing items, it must, in addition to the reservations to be made on the delivery or collection note, make reservations or exercise its remedies against the carriers within the time limits and in accordance with the legal forms, in accordance with Articles L133-3 and L133-4 of the Commercial Code.

Failing this, the Customer shall be deprived of any recourse against the Supplier for any defects, non-

conformities, damage, deteriorations or missing items noted. A statement such as "subject to unpacking" has no legal value and cannot constitute a reservation. A complaint made by the Customer does not suspend the obligation to pay for the compliant products delivered, even when the complaint concerns part of the batch.

### 7.3 - DEADLINES

Delivery times specified are always for products made available to the Customer in the stores or warehouses of the Supplier, regardless of how the products are transported. However, in the event that the supplier announces a "deadline for delivery to the customer's address", it will be deemed to be given as an indication.

They run from the date of final acceptance of the written order by the Supplier. However, they shall not apply if the Customer has not fulfilled one or more of its obligations, in particular: payment of the deposit, if any, late payment, provision of all necessary information and authorisations, validation of plans for specific products or agreement on the method of execution. They are suspended in the event of force majeure.

Delivery or execution times, unless otherwise stipulated, are indicative only and are observed to the extent possible: delays in relation to the stipulated time limit may not justify the cancellation of the order, the refusal of delivery or the termination of the contract, nor give rise to damages, compensation or penalties except in the event that they have been expressly agreed. Partial deliveries are permitted unless otherwise stipulated in the contract.

The Supplier shall be automatically released from any commitment relating to contractual deadlines in the event of the Customer's failure to fulfil any of its contractual obligations.

### 7.4 - RETURNS

A return, i.e. the recovery of products and the recognition of a credit note for the benefit of the Customer, may only be made with the express, prior and written agreement of the Supplier. The fact that the Supplier has consented to a return for a particular product does not give the Customer the right to obtain a return for other products, even if they are identical.

In the event that the Supplier has consented to the return, the return must meet the following cumulative conditions in particular:

- the return is only allowed for products listed in the Supplier's catalogue in force at the time of the return request;
- the Customer must return the product postage paid, at its own expense and risk;
- the return is to be made to the place indicated by the Supplier or, if no details are provided, to its shipping address;
- the product must be returned in perfect condition, packed in its original packaging;
- the return gives rise to the establishment of a credit note corresponding to the prices of the products concerned, after verification of the condition of the products, less a minimum flat-rate deduction of 25% for the administrative processing of the return and, where applicable, additional costs, in particular for repairs;
- the return must take place within a maximum of six months after delivery;
- the return will be made in accordance with the procedure set up by the Supplier for this purpose and communicated upon request.

The establishment of the credit note may be linked to a compensation order.

In the case of a product manufactured to specifications that meet the technical requirements requested by the Customer, the provisions of this article 7.4 are not applicable

## 8 - PAYMENT

### 8.1 - CONDITIONS

The terms and conditions of payment will be determined in the contract. In the case of specific products, the Supplier may request a minimum deposit of 30% payable at the time of order.

The payment deadlines provided for by the parties may not be extended for a reason that is not the responsibility of the Supplier. VAT is payable immediately on delivery in accordance with the terms of Articles 256 II and 269 of the General Tax Code.

### 8.2 - DEADLINES

The invoice shall indicate the date and place of payment.

Deposits are always paid in cash.

The other payments shall be paid at the latest according to the limits set out in Article L441-10 of the Commercial Code resulting from the Law of 4 August 2008 on the modernisation of the economy (LME), or:

- on the thirtieth day following the date of receipt of the goods or performance of the service, unless expressly agreed between the parties;
- the period agreed between the parties may not exceed 60 days from the date of issue of the invoice;
- by way of derogation, a maximum period of 45 days end of the month from the date of issue of the invoice may be agreed in advance by contract between the parties, provided that it does not constitute a manifest abuse;
- in the case of a periodic invoice, the agreed period may not exceed 45 days from the date of issue of the invoice.

### 8.3 - DELAYS

In accordance with Article L 441-10 of the Commercial Code, any late payment automatically gives rise, from the first day following the payment date appearing on the invoice, to the payment of:

1/ Late penalties. They will be determined by applying the refinancing rate of the European Central Bank plus ten points.

2/ A fixed indemnity for recovery costs, in the amount of 40 Euros (Article D 441-5 of the Commercial Code). Pursuant to the aforementioned Article L441-10, where the recovery costs incurred exceed the amount of this fixed indemnity, the Supplier is also entitled to claim additional justified compensation.

In addition to the penalties and indemnities set out above, late payment may result, if the Supplier deems it appropriate, in the acceleration of the contractual payment term, with all outstanding sums becoming immediately payable.

The fact that the Supplier avails itself of one and/or other of these provisions does not deprive it of the possibility of implementing the retention of title clause stipulated below.

In the event of late payment, the Supplier shall have a right of retention on the products, in accordance with Article 2286 of the Civil Code.

In the event of non-performance or imperfect performance of its obligations by the Customer, the Supplier may "refuse to perform or suspend the performance of its own obligation", pursuant to Article 1217 of the Civil Code.

### 8.4 - PROHIBITION OF AUTOMATIC DEBIT NOTES

Any debit or credit note practice, whether automatic or unilateral, is prohibited and may constitute a breach of the provisions of Article L442-1, I of the Commercial Code. Any automatic debit shall constitute an unpaid amount and shall give rise to the application of the provisions of these general conditions governing late payment.

### 8.5 - CHANGE IN THE CUSTOMERS'S SITUATION

In the event of a deterioration in the Customer's situation noted by a financial institution or attested by a significant delay in payment or when the financial situation differs significantly from the data made available, delivery will only take place in return for an actual payment.

In the event of the sale, transfer, pledge or contribution of its business, or a significant part of its assets or equipment by the Customer, the Supplier reserves the right and without formal notice:

- to declare the occurrence of an event of default, and consequently all sums due on any account whatsoever to be payable immediately;
- to suspend all shipments
- to note, on the one hand, the termination of all current contracts and, on the other hand, to retain any deposits received, and documents held, until such time as any compensation is fixed

## 9 - RETENTION OF TITLE

The Supplier retains full ownership of the goods covered by the contract until full payment of the price in principal and accessories, in accordance with Articles 2367 et seq. of the Civil Code and L. 624-16 et seq. of the Commercial Code.

Nevertheless, as from receipt, the Customer assumes full responsibility for any damage that these goods may suffer or cause for any reason whatsoever.

In the event of resale, the Supplier may exercise a resale right by claiming the receivable directly from successive buyers.

If this claim is made, the instalments already paid shall remain definitively acquired by the Supplier as compensation, without this affecting the possibility for it to obtain full compensation for its loss.

## 10 - INTELLECTUAL PROPERTY & COMMUNICATION

### 10.1 - INTELLECTUAL PROPERTY

All plans, studies, descriptions, technical documents or specifications provided by one of the parties to the other party are submitted as part of a loan for use, the purpose of which is to evaluate and discuss the Supplier's commercial offer and, in the event of an order, to execute the contract. They may not be used by the other party for other purposes or communicated to a third party without the prior consent of the party owning these documents.

The parties retain all material and intellectual property rights to their loaned documents. These documents must be returned to them on first request.

In addition, the Supplier's studies, even those drawn up following the specifications and resulting in an improvement in the use value of the product, remain its exclusive property and may not be communicated, carried out or reproduced without its written authorisation.

The payment of the studies does not entail any transfer of any intellectual property right to the Customer.

Any transfer of intellectual property shall be subject to a written contract.

The price of the product and/or services does not include the transfer of intellectual property and know-how, which remain the sole property of the Supplier, including the intellectual property rights of software, applications, databases and specific developments, even those carried out under the contract.

There is no legal provision requiring the Supplier to provide the Customer with the manufacturing plans.

The prototypes sent to the Customer are covered by strict confidentiality. They may only be disclosed to a third party with the express permission of the Supplier.

The parties guarantee that at the time of conclusion of the contract, the content of the contractual documents and their conditions of implementation do not use the intellectual property rights or know-how held by a third party. They guarantee that they can freely dispose of them without breaching any contractual or legal obligation.

They shall hold one another harmless from the direct or indirect consequences of any action for liability resulting in particular from an action for infringement or unfair competition

### 10.2 - COMMUNICATION

The Supplier owns or has the right to use trademarks, logos, technical documentation, 3D files, product sheets, photographs, videos, sounds, etc., hereinafter "media". These have a commercial purpose and cannot be considered as technical plans and/or instructions for use.

The Supplier may communicate all or part of these media to the Customer in the course of their commercial relations. The Customer may only use it for the purpose of using the products purchased. The distributor Customer shall use the media exclusively for the promotion and resale of the products it has purchased from the Supplier.

If it wishes to use them for its own promotion, disconnected from the presentation and promotion of the product itself, it must obtain specific prior and express authorisation from the Supplier.

The Customer may not modify, adapt, translate, or make additions or deletions to the media without the Supplier's express prior authorisation. It shall refrain from removing any symbol or reference marking the ownership or restrictions on the use of rights, from using media likely to infringe the rights of third parties, any legislation or constituting harmful exploitation.

The media may be invoiced. If the Customer asks the Supplier to incorporate the media on

its own media, this service will be subject to an estimate.

In the event of termination of commercial relations for any reason whatsoever, the Customer undertakes to immediately remove the media from its communication media.

### 10.3 - CONFIDENTIALITY - BUSINESS SECRECY

The parties mutually commit to an obligation of confidentiality relating to any confidential oral or written information, whatever its nature and medium (discussion reports, plans, computerised data exchanges, activities, installations, projects, know-how, products, etc.) exchanged in the course of preparing the contract, even in the event of unsuccessful negotiations, or in the course of the performance of the contract, except information which is generally known to the public or which will become known to the public otherwise than through fault or as a result of one of the parties.

Consequently, the parties undertake to:

- keep strictly secret all confidential information, and in particular never to disclose or communicate, in any way whatsoever, directly or indirectly, all or part of the confidential information to any person without the prior written consent of the other party;
- not to use all or part of the confidential information for any purpose or activity other than the performance of the contract;
- not to copy or imitate all or part of the confidential information or to produce or have produced products using said information.

The parties undertake to take all necessary measures to ensure compliance with this obligation of confidentiality, throughout the duration of the contract and even after its expiry, and undertake to ensure compliance with this obligation by all their employees. This obligation is a results-based obligation.

Any breach of these confidentiality commitments shall constitute a breach of the provisions of applicable domestic law as well as the rules resulting from Directive 2016/943 of 8 June 2016 on the protection of undisclosed know-how and commercial information (the so-called Business Secrecy Directive), the provisions of which the Supplier and the Customer undertake to respect.

## 11 - UNFORESEEN CIRCUMSTANCES - FORCE MAJEURE

### 11.1 - UNFORESEEN CIRCUMSTANCES

It is agreed that, in the event of a change in circumstances unforeseeable at the time of conclusion of the contract making performance excessively onerous for one party, the parties will renegotiate the amendment of the contract in good faith. It is agreed, without this list being exhaustive, that this includes the following events: change in the price of raw materials, changes in customs duties, changes in the exchange rate, changes in legislation. In the event of refusal or failure of the renegotiation, the parties may agree to terminate the contract, on the date and under the conditions they determine, or apply by common agreement to the court, to have it adapted. If no agreement is reached within a reasonable time, the court may, at the request of either party, revise or terminate the contract on the date and under the conditions set by the court, in accordance with Article 1195 of the Civil Code. The Supplier therefore declares that it does not accept in advance the risk of such changes in circumstances. No firm price stipulation or other mention should be interpreted as such acceptance of this risk.

### 11.2 - FORCE MAJEURE

Neither party to this contract shall be liable for any delay or failure to perform any of its obligations under the contract if such delay or failure is the direct or indirect result of an event of force majeure.

Force majeure occurs when an event beyond the control of a party, which could not reasonably have been foreseen at the time the contract was concluded and whose effects cannot be avoided by appropriate measures, prevents the performance of its obligation.

If the impediment is temporary, performance of the obligation shall be suspended, unless the resulting delay justifies termination of the contract. If the duration of the impediment exceeds one month, the parties shall consult as soon as possible to examine in good faith the evolution of the contract.

If the impediment is final, the contract is automatically terminated under the conditions provided for in Articles 1351 and 1351-1 of the Civil Code, if the affected party deems it appropriate.

Without this list being exhaustive, it is expressly agreed that the following events are considered as cases of force majeure:

- occurrence of a natural disaster,
- earthquake, storm, fire, flood etc.,
- armed conflict, war, attacks,
- labour dispute, total or partial strike at the Supplier or the Customer,
- labour disputes, total or partial strikes by suppliers, service providers, carriers, postal services, public services, etc,
- mandatory injunction by the public authorities (import ban, embargo, etc.),
- operating accidents, machine breakdowns, explosions,
- supplier default.

Each party shall inform the other party, without delay, of the occurrence of a case of force majeure of which it becomes aware and which, in its opinion, is likely to affect the performance of the contract.

## 12 - END-OF-LIFE OF PRODUCTS

For the product(s) covered by this contract and in particular by a sector with extended producer responsibility (electrical and electronic components, furniture components, DIY/gardening, etc.), the Supplier complies with all its obligations under the regulations.

The Customer undertakes to use the means implemented by the Supplier when it wishes to dispose of these products, or if necessary to transmit this information to all successive purchasers of these products.

## 13 - WARRANTY AND LIABILITY

### 13.1 - WARRANTY

#### 13.1.1 Definition

The Supplier undertakes to remedy any malfunction resulting from a defect in design, construction, materials or workmanship, within the limits of the provisions below. The Supplier's obligation does not apply in the event of a defect resulting from either a design or an implementation imposed by the customer.

#### 13.1.2 - Duration - Starting point

This commitment, unless otherwise specified, applies only to defects that have occurred for a minimum period of 12 months (warranty period) from the date of delivery.

The warranty is limited to the repair or replacement of parts recognised as defective by the Supplier, returned to its workshops at the expense and risk of the Customer.

Only spare parts supplied, modified or reworked by the Supplier are covered by warranty, and only during the warranty period of the main product.

#### 13.1.3 - Customer's obligation

In order to be able to invoke the benefit of these provisions, the Customer must notify the Supplier, without delay and in writing, of the defects it attributes to the product and provide all justifications as to their reality. It must give the Supplier every facility to proceed with the establishment of these defects.

### 13.2 - LIABILITY

The Supplier's civil liability, for all causes combined, with the exception of bodily injury and gross negligence, is limited to 50% of the amount excluding VAT of the supply received.

The Supplier shall only be liable for direct material damage caused to the Customer, which results from errors in the performance of the contract that are exclusively attributable to it. It shall not be liable to compensate either non-material or indirect damage, such as loss of business, production, profit, loss of opportunity, commercial damage, loss of image, loss of profit, etc. It cannot be held liable for any additional insurance.

Where penalties and compensation have been agreed by common consent, these shall amount to a lump-sum compensation in full discharge, excluding any other penalties or compensation.

The Customer waives any recourse against the Supplier and its insurers for damages excluded by these general terms and conditions or by the contract, and undertakes to obtain such a waiver on the part of its insurers.

### 13.3 - EXCLUSIONS OF WARRANTY AND LIABILITY

Any warranty and liability are excluded for incidents due to force majeure or in particular in the following cases:

- normal wear and tear of the product,
- implementation, assembly, installation, use or maintenance that is unsuitable or non-compliant with any instructions given by the Supplier or the manufacturer of the product, or with professional standards,
- non-compliance by the Customer, the user or a third party with the safety and environmental regulations applicable to them,
- negligence, lack of supervision,
- the lack of competence of the implementer or user of the product,
- the modification or repair of the product or the addition or integration of parts or elements by the Customer, the user or a third party, without the prior written approval of the Supplier,
- defects that result in whole or in part from normal product wear and tear,
- damage, defects or accidents attributable to the Customer, the user or a third party, a fault committed by the Customer in connection with the performance of the contract,
- damage resulting from the use by the Customer of technical documents, information or data originating from the Customer or imposed by it,
- a case of force majeure as defined in these general conditions.

The guarantee will be suspended in the event of non-payment by the Customer of one of the contractual payment terms.

### 13.4 - REGULATORY COMPLIANCE

The offer includes regulatory requirements (low voltage directive, electromagnetic compatibility, etc.) and more generally the safety requirements known to the Supplier at the time it is drawn up. In the event of a change in regulatory requirements between the submission of the offer and the complete performance of the contract, the Supplier shall not be responsible for bringing the contract into compliance, and shall send the Customer an additional offer to that effect.

Similarly, if during the same period, the Supplier receives information necessary for the product, which it did not have at the time the offer was drawn up, the modifications or additional equipment made necessary as a result will be the subject of an additional offer.

Any intervention on the product by the Customer, by the user or by a third party not authorised by the Supplier that may lead to a change in safety conditions shall result in the cancellation of the EC declaration of conformity submitted by the Supplier. The replacement of a part with safety implications by a part that is not original shall also result in the cancellation of said declaration.

## 14 - TERMINATION - CONTRACTUAL SANCTIONS

No termination clause may be applied except in case of a stipulation expressly accepted by the Supplier, including a sufficient period of performance after formal notice and specifying the commitments whose non-performance may result in termination. The application of Article 1222 of the Civil Code, relating to the creditor's ability to enforce the obligation itself, is expressly excluded.

No request for a price reduction, for any reason whatsoever and in particular on the basis of Article 1223 of the Civil Code may be implemented without the prior and express agreement of the Supplier.

## 15 - DISPUTES

The fact that the Supplier does not at any given time invoke any of the clauses of the general terms and conditions shall not be

construed as a waiver of its right to invoke them at a later date.

The invalidity of any of the clauses of these general terms and conditions shall not affect the validity of the other clauses.

The Supplier and the Customer undertake to attempt to settle their disputes amicably before using any other means of settlement. If no amicable resolution is reached within one month of the first request, each of them may request mediation or refer the matter to the competent court.

In the absence of an amicable agreement, the commercial court within whose jurisdiction the Supplier's registered office is located shall have sole jurisdiction, regardless of the terms of the sale and the method of payment, even in the event of a warranty claim or multiple defendants.

French law is the only law applicable to the contract and its consequences.

In the event of export, the 1980 United Nations Convention on Contracts for the International Sale of Goods, known as the Vienna Convention, shall apply and, in the alternative, French law.

## EXTRACT – GENERAL CONDITIONS OF SALE 2023

The present specific conditions cancel and replace all previous conditions of sale and complete the professional GTS of the SIO also applicable to the relations between SAM OUTILLAGE and its customers

All the general conditions and specific conditions of sale communicated to customers with the evolution of the price list and published on our website [www.sam.eu](http://www.sam.eu) are the only ones valid, even in the event of contrary indications in the general purchase conditions of our customers, and the sole fact of placing an order with us implies the unreserved acceptance of each of them, including the so-called reservation of ownership clause. Commitments made by our representatives are only valid after official acceptance by SAM OUTILLAGE

### LOGISTICAL AND ADMINISTRATIVE SERVICES

Administration costs, free postage and packing are granted for all orders where the net amount excluding VAT per order reaches or exceeds 250€ (metropolitan France and Corsica) and only if the shipment is made to a single recipient and in a single operation. Any order below this amount is automatically increased by 15€. In case of express shipment, the costs are to be paid by the addressee. Outside metropolitan France and Corsica, unless otherwise stated in writing by SAM OUTILLAGE, delivery is made FCA factory or customs St Etienne in accordance with Incoterms 2020

### ORDERS

Orders, once acknowledged by SAM OUTILLAGE, become binding and cannot be cancelled; products cannot be taken back by us. For all non-catalogued products that are specially manufactured, we reserve a delivery tolerance of 10% of the quantities ordered, plus or minus.

### MODE OF SHIPMENT

Our customers must always specify very clearly on their orders the desired method of shipment. The products, even if sent carriage paid, travel at the risk of the recipient. A fixed weekly day can be agreed for the handing over of the goods to the carrier in order to facilitate the organisation and the service of SAM with its customer. In no case can this day be considered as a contractual commitment.

In the event of packages, missing or damaged products during transport, the customer must formulate precise and detailed reserves on the transport note and have them countersigned by the carrier. In order to be accepted, these reservations must also be confirmed to us by registered letter with acknowledgement of receipt 72 hours after delivery at the latest.

We are never responsible for delivery times and only the date of dispatch determines the due date. In case of carriers or express shipments imposed by the customer, the shipping costs are always at the expense of the recipient.

### OTHER COMPLAINTS

Our customers must check each delivery.

No complaints will be accepted after a period of eight working days from the date of receipt.

In case of fault attributable to our company, our liability shall be limited to direct material damage caused to the customer. Our civil liability for all causes, with the exception of personal injury and gross negligence, is limited to the price of the product in question. Any claim or action on the part of the customer relating to the commercial relationship with our company, of whatever nature, must be formulated at the latest within three years following the expiry of the calendar year in respect of which the claim or action arose. Failing this, and in derogation of the provisions of Article L110-4 of the French Commercial Code, any request or action shall be considered inadmissible and the customer's action shall be time-barred.

### DEADLINES

Our delivery times are given for information purposes only and cannot be held against us in the event of a delay or as a pretext for any cancellation or claim for compensation.

All cases of force majeure justify for our Company the cancellation or suspension of orders and contracts or the delay of their delivery, without any compensation.

### FORCE MAJEURE

The occurrence of a case of force majeure has the effect of suspending the execution of our contractual obligations. A case of force majeure is any event beyond our control that prevents the normal functioning of the manufacture and shipment of the products. In particular, cases of force majeure include total or partial strikes hindering the proper functioning of our company or that of one of our suppliers, subcontractors or carriers, as well as interruptions in transport, energy supply, raw materials or spare parts.

### PRICES

Our products are invoiced at the prices in force on the date of the order, expressed in euros. Our customers must apply the new price communicated by SAM OUTILLAGE within 60 days of receipt.

The column excluding tax in the price list corresponds to the base price for the calculation of our discount.

These prices are exclusive of tax, customs, insurance and transport costs, in standard packaging and ex works. Any special packaging requested by the customer will be invoiced in addition.

### RETURN

No returns, except for warranty claims, will be accepted without our prior agreement. In case of agreement, the products must be returned to us in perfect condition in their original packaging, carriage paid. Only products listed in our current catalogues may be accepted. Credit notes will always be established at the cost of acquisition minus 20%, taking into account, among other things, the handling costs for restocking.

### WARRANTY

The guarantee is reserved for customers who have an account with SAM OUTILLAGE. The products are guaranteed against any manufacturing defect or hidden defect. The warranty is limited to defective parts and excludes all damages. Each product has its own code and level of guarantee; the conditions of application of the guarantee are set out in the GUARANTEE text appearing in the price list and can be consulted on the [sam.eu](http://sam.eu) website (heading SERVICES / product guarantee).

Any guarantee ceases if the product is used in an abnormal way or if it has been subjected to an intervention outside our workshops or approved stations

### AVAILABILITY OF SPARE PARTS

The availability of spare parts for all products (power tools, technical tools, torque tools and ratchets) is 5 years from the date of delivery, as evidenced by the delivery note or invoice.

### REGISTRATION IN THE PRODUCERS' REGISTER

In application of article L.541-10 of the Environmental Code: registration number FR000228\_10CKD6 (Valdelia DEA sector), FR000228\_05CL9G (Ecosystem D3E sector) and FR303990\_14NCYH (Ecomaison ABJ sector).

### METHOD OF PAYMENT, INVOICING AND INTEREST ON ARREARS

All payments must be made in the same currency as the invoices by bank transfer. Unless otherwise agreed in writing, all our invoices are payable in cash and without discount, by bank transfer, remittance or irrevocable credit. A deposit of up to 50% of the sales price, or even full payment, may be requested from the customer before the goods are dispatched.

Failure by the customer to comply with any of the deadlines set shall automatically entail a late payment penalty, determined by applying the refinancing rate of the European Central Bank plus 10 points, as from the due date shown on the invoice, and a fixed indemnity of 40 euros for collection costs (legal provisions in force). In the event of higher collection costs, we shall be entitled to request additional compensation.

In the event of legal action, an indemnity of 20% of the outstanding amounts will be applied as a penalty clause. In the event of late payment, SAM OUTILLAGE reserves the right to suspend the execution of orders in the order book and to demand guarantees even during the execution of orders.

SAM OUTILLAGE does not accept any penalties from the customer unless previously agreed in writing and reserves the right to deduct from the rebates any amount that the customer may have deducted automatically.

### RETENTION OF TITLE CLAUSE

All products and parts delivered remain the property of SAM OUTILLAGE until full payment of the price. In the event of total or partial non-payment of the price on any of the due dates, SAM OUTILLAGE may, without any formality, demand the return of the products sold.

In this respect, the products in stock are deemed to be the last ones acquired. These provisions do not preclude the transfer to the purchaser, upon delivery, of responsibility for the products, the risks of loss and deterioration of the products sold and any damage they may cause. Any resale before full payment is deemed to have been made on behalf of SAM OUTILLAGE, to whom shall belong the debts arising from such resale, up to the limit of the sums still due, increased by the corresponding late payment interest.

### RESALE ON THE INTERNET

Any resale of SAM OUTILLAGE's products on the Internet requires the request for a specific account opening. Without this authorisation, it is strictly forbidden to resell our products on the Internet.

### LAW AND JURISDICTION

All sales and services provided by SAM OUTILLAGE are subject to French law and to the exclusive jurisdiction of the Tribunal de Commerce de Saint Etienne (42)