

COMOTECH INDUSTRIES

Simplified Joint Stock Company with capital of 500,000 Euros
Head office : 6 rue des Blommières 44115 HAUTE-GOULAINÉ
449 358 811 R.C.S. NANTES

General Terms and Conditions (Sales)

ARTICLE 1 - Scope of application:

These General Terms and Conditions constitute, in accordance with the French article L 441-1 of the Commercial Code, the sole basis of the commercial relationship between the parties.

Their purpose is to define the conditions under which COMOTECH INDUSTRIES ("The Supplier") supplies to professional Buyers ("The Buyers or the Buyer") who request it, via the Supplier's website, by direct contact or via a print medium, the products sold by COMOTECH INDUSTRIES ("The Products"), whether these Products are manufactured or only resold by it.

They apply without restrictions or reservations to all sales concluded by the Supplier to Buyers of the same category, regardless of the clauses that may appear in the Buyer's documents, and particularly its general purchase conditions.

In accordance with current regulations, these General Terms and Conditions (Sales) are systematically communicated to any Buyer who requests them to enable them to place an order with the Supplier.

Any order for Products implies, on the part of the Buyer, acceptance of these General Terms and Conditions (Sales) and the general conditions of use of the Supplier's website for electronic orders.

The information appearing on the Supplier's commercial documents, whether the medium is paper or digital (website, catalogs, prospectuses and prices, etc.), is given for information purposes only and can be revised at any time. The Supplier is entitled to make any modifications that it deems useful.

In accordance with current regulations, the Supplier reserves the right to derogate from certain clauses of these General Terms and Conditions (Sales), depending on the negotiations carried out with the Buyer, by establishing Special Conditions of Sale.

ARTICLE 2 - Orders – Rates:

2-1 Orders:

To place an order, any Buyer must first obtain from the Supplier a "Price Offer/Quotation", which will contain in particular the prices, quantities, delivery times and any Special Conditions. Unless otherwise stated, the Price includes standard packaging costs for all orders over €3,500 excluding tax. Minimum quantities may be imposed depending on the Product categories. The price of transport, if the Supplier is requested to arrange it, will be identified in the Quotation on a separate line.

The written acceptance of the Price Offer/Quotation by the Buyer will constitute a Purchase Order.

Sales are finalized only after express and written acceptance of the Buyer's order, by the Supplier, who will ensure, in particular, the availability of the requested products.

2-2 Modification/Amendments – Cancellation of the Order:

Any order accepted by the Supplier is firm and cannot be cancelled by the Buyer.

Any modifications requested by the Buyer may only be taken into account, within the limits of the Supplier's possibilities and at its sole discretion if they are notified in writing at least 8 weeks before the scheduled date for delivery of the Products ordered, after acceptance by the Buyer of a specific purchase order and possible adjustment of the price.

2-3 Rates/Price:

The products are supplied at the price sent to the Buyer in the Price Offer/Quotation. Otherwise, products are supplied at the Supplier's prices in effect on the day the order is placed. These prices are firm and non-revisable during their period of validity, as indicated by the Supplier, subject to a significant increase in the Supplier's raw materials and/or suppliers during the validity of the Offer.

These prices are net and exclude VAT, Ex Works. Standard packaging is included (except special packaging) for all orders over €500 excluding VAT. For all orders below €500 excluding VAT, a packaging charge of €30 will be applied. Transport of the products may be organized by the Supplier at the request of the Purchaser. Transport costs will then be invoiced by the Supplier and will be identified in the invoice. In any event, and in particular in the case of international deliveries, customs duties shall be borne by the Buyer. Transport has been organized at the Customer's request, in the Customer's name and on the Customer's behalf. The Ex-Works Incoterm remains applicable in accordance with the GCS, particularly with regard to the transfer of risks. Special pricing conditions may be applied depending on the specifics requested by the Buyer concerning, in particular, the delivery terms and times, or the payment terms and conditions. A specific commercial offer will then be sent to the Buyer by the Supplier.

ARTICLE 3 – Terms of payment

3.1 Payment:

For any start of a commercial relationship, or any first order after a 12-month period without an order, the price is payable in cash/upfront, prior to shipment of the Products.

For any ongoing commercial relationship, a deposit corresponding to 30% of the total acquisition price of the above-mentioned Products is required when placing orders over €60,000 excluding VAT.

In this case, the balance of the price is payable in a single payment within **30 days of the invoice date**. The invoice is issued upon delivery, as defined in the "Deliveries" article below.

The Supplier will not be required to deliver the products ordered by the Buyer if the latter does not pay the price under the conditions and according to the terms indicated above.

Payments are made in Euros, by bank transfer to the Supplier's account. Payments made by the Buyer will only be considered final after actual collection of the sums due by the Supplier.

Any unpaid invoice on its due date will give rise to late payment penalties and will, as such, automatically, from the day after its due date, bear interest at a rate equal to three times the legal interest rate, without any formal notice is necessary and without its due date being modified.

Any late payment will place the Buyer under the obligation to pay to the Supplier, in addition to the late penalties, a fixed recovery compensation set at €40. The Supplier reserves the right to request additional compensation from the Buyer if the recovery costs actually incurred exceed this amount, upon presentation of supporting documents.

In the event of non-compliance with the payment conditions appearing above, the Supplier further reserves the right to suspend or cancel the delivery of orders in progress from the Buyer and/or to cancel any possible discounts granted to the latter.

Unless expressly agreed in advance and in writing by the Supplier, and provided that the reciprocal receivables and debts are certain, liquid and payable, no compensation can be validly carried out between possible non-conformities of the products ordered by the Buyer on one hand, and the sums owed, by the latter, to the Supplier, for the purchase of said products, on the other hand.

3.2 Retention of title:

The Supplier reserves, until full payment of the price by the Buyer, a right of ownership over the products sold, allowing it to regain possession of the said products. Consequently, the Buyer will keep them individualized so that they cannot be confused with products from other suppliers. In the event of non-payment of the price, any deposit paid by the Buyer will remain with the Supplier as lump sum compensation, without prejudice to any other actions that it would be entitled to take against the Buyer as a result.

However, the risk of loss and deterioration will be transferred to the Buyer, in accordance with the Incoterms Ex Works, as soon as the ordered products are made available to the carrier.

3.3 Deduction:

In the event of payment by the Buyer for the products ordered within a maximum period of 5 working days from the invoice date, a 0,5% discount will be applied for his benefit by the Supplier.

ARTICLE 4 – Discounts:

Depending on the quantities purchased or delivered by the Supplier at once and in one location, or the regularity of its orders, the Buyer may benefit from discounts.

ARTICLE 5 – Delivery:

The Products purchased by the Buyer will be delivered within the period indicated in the Price Offer, this period starts to run from acceptance of the order by the Supplier, subject to receipt of the amount of the deposit due.

This deadline does not constitute a strict deadline, and the Supplier cannot be held liable towards the Buyer in the event of a late delivery.

In any event, the Supplier's liability cannot under any circumstances be incurred in the event of delay or suspension of delivery attributable to the Buyer, the carrier or in the event of force majeure.

Delivery will be considered as made when the Products are made available at the factory (Ex Works).

Likewise, in the event of special requests from the Buyer regarding the packaging or transport conditions of the products ordered, duly accepted in writing by the Supplier, the related costs will be subject to additional specific invoicing.

The Buyer is required to check the apparent condition of the products upon receipt of the Products, that is to say when taking physical possession of the Products (via delivery by the carrier or direct possession at the factory). In the absence of reservations expressly issued by the Buyer upon receipt, the Products delivered by the Supplier will be deemed to conform in quantity and quality to the order.

The Buyer will have a period of 2 working days from receipt of the products ordered to submit, in writing, reservations to the Supplier.

No complaints can be validly accepted in the event of non-compliance with these formalities by the Buyer.

The Supplier will replace as soon as possible and at its own expense, the Products delivered whose the non-conformity has been duly proven by the Buyer.

ARTICLE 6 - Transfer of ownership and risks:

6.1 Transfer of ownership:

The transfer of ownership of the Products, to the benefit of the Buyer, will only be carried out after full payment of the price by the latter, regardless of the delivery date of the said Products.

6.2 Transfer of risks:

The transfer to the Buyer of the risks of loss and deterioration of the products will be carried out upon delivery of the Products to the carrier at the factory, independently of the transfer of ownership, and whatever the date of the order and payment thereof.

The Buyer acknowledges that it is up to the carrier to make delivery, the Supplier being deemed to have fulfilled its delivery obligation once it has handed over the ordered products to the carrier who has accepted them without reservation. The Buyer therefore has no warranty recourse against the Supplier in the event of failure to deliver the Products ordered or damage occurring during transport or unloading.

ARTICLE 7 – Guarantee – Supplier Liability:

7.1 Warranty, Warranty Exclusions and Limitations

The products delivered by the Supplier benefit from a contractual guarantee for a period of 12 months from the date of delivery, covering the non-compliance of the products with the order and any hidden defect, resulting from a material defect, design or manufacturing affecting the delivered products and making them unfit for use. Some products may benefit from a longer contractual guarantee, which will be specified in the special conditions of sale.

The warranty forms an indivisible whole with the Product sold by the Supplier. The Product cannot be sold or resold altered, transformed or modified.

This guarantee is limited to the replacement or reimbursement of non-compliant or defective products.

In order to assert its rights, the Buyer must, under penalty of forfeiture of any action relating thereto, inform the Supplier, in writing, of the existence of the defects within a maximum period of 7 working days from their discovery.

The Supplier will replace or repair products or parts under warranty deemed defective. This warranty also covers labor costs.

The replacement of defective Products or parts will not have the effect of extending the duration of the warranty set above.

Any warranty is excluded in the event of misuse, negligence or lack of maintenance on the part of the Buyer, as in the event of normal wear and tear of the Product or force majeure.

Finally, the guarantee cannot apply if the Products have been subject to abnormal use or have been used in conditions different from those for which they were manufactured, in particular in the event of non-compliance with the conditions prescribed in the user manual.

It also does not apply to the case of deterioration or accident resulting from shock, fall, negligence, lack of supervision or maintenance, or in the event of transformation of the Product.

7.2 Liability:

The Supplier declines all responsibility for the consequences resulting from the use of the Products sold by it(self).

It cannot under any circumstances be held responsible for direct or indirect damage, whether material or immaterial, caused by the use of these.

ARTICLE 8 - Intellectual property:

The Supplier retains all industrial and intellectual property rights relating to the Products, photos and technical documentation which cannot be communicated or executed without its written authorization.

ARTICLE 9 - Personal data:

The personal data collected from Buyers are subject to computer processing carried out by the Supplier. They are recorded in their Customers file and are essential for processing their order. This information and personal data are also kept for security purposes, in order to comply with legal and regulatory obligations. They will be kept for as long as necessary for the execution of orders and any guarantees that may apply.

The data controller is the Supplier. Access to personal data will be strictly limited to employees of the data controller, authorized to process them by reason of their functions. The information collected may possibly be communicated to third parties linked to the company by contract for the execution of subcontracted tasks, without the authorization of the Buyer being necessary.

As part of the performance of their services, third parties have only limited access to the data and are required to use them in accordance with the provisions of the applicable legislation regarding the protection of personal data. Apart from the cases set out above, the Supplier undertakes not to sell, rent, transfer or give third parties access to the data without the prior consent of the Buyer, unless forced to do so for a legitimate reason.

If the data is to be transferred outside the EU, the Buyer will be informed and guarantees will be taken in order to secure the data (for example, adherence of the external service provider to the "Privacy Shield", adoption of standard protection clauses validated by the CNIL, adoption of a code of conduct, obtaining CNIL certification, etc.) will be specified.

In accordance with the applicable regulations, the Buyer has a right of access, rectification, erasure, and portability of data concerning itself, as well as the right to oppose the processing for legitimate reasons, rights that the Buyer can exercise this by contacting the data controller at the following postal or email address: contact@comotech.fr.

In the event of a complaint, the Buyer may send a complaint to the Supplier's personal data protection delegate of the Commission Nationale de l'Informatique et des Libertés (National Commission for Informatics and Liberties).

ARTICLE 10 – Unpredictability:

These General Terms and Conditions (Sales) expressly exclude the legal regime of unforeseen circumstances provided for in the Article 1195 of the French Civil Code for all sales operations of Products from the Supplier to the Buyer. The Supplier and the Buyer therefore each waive the right to avail themselves of the provisions of Article 1195 of the French Civil Code and the unforeseen regime provided for therein, undertaking to assume their obligations even if the contractual balance is turned upside down by circumstances which were unforeseeable at the conclusion of the sale, even if their execution proves excessively onerous and to bear all the economic and financial consequences.

Article 11 – Enforcing specific performance:

By way of derogation from the provisions of article 1221 of the French Civil Code, the Parties agree that in the event of failure by one or the other of the Parties to fulfill its obligations, the Party victim of the failure may not request forced execution.

ARTICLE 12 - Force majeure:

The Supplier cannot be held responsible if the non-performance or delay in the performance of any of its obligations, as described herein, results from a case of force majeure, within the meaning of article 1218 of the French Civil Code and the case law arising therefrom.

By force majeure, we should understand the event independent of the will of the Supplier or beyond its control and clearly making the punctual execution by the Supplier of its delivery obligation more onerous. A case of force majeure will in particular be constituted by any circumstance specific to the Supplier linked, in particular, to labor, its tools or supplies, to a strike of its employees or its subcontractors, and affecting its normal walking. By express agreement between the Parties, epidemics, acts of terrorism, wars, transport strikes, interruption of international maritime traffic, exceptional health or climatic hazards, any measure taken by a government body making the manufacture more difficult or affecting the free circulation of Products ordered constitute a case of force majeure. Force majeure will have the effect of suspending the execution of the sale for a maximum period of six months starting from the day after the date on which the Supplier notifies the Buyer of its intention to invoke it. If, at the expiration of said period, the event constituting force majeure persists, each of the parties may, at any time, by registered letter with acknowledgment of receipt addressed to the other, declare the sales cancelled for the fraction of the order which has not yet been delivered.

ARTICLE 13 - Applicable Law – Language – Attribution of Jurisdiction:

These General Terms and Conditions (Sales) are subject to French law.

They are written in French. If they are translated into one or more languages, only the French text will be authentic in the event of a dispute.

In the event of a dispute of any nature whatsoever which cannot be settled amicably within one month, the Nantes Commercial Court will have sole jurisdiction even if it is an incidental request 'call for warranty' or if there are multiple defendants.

ARTICLE 14 – Buyer's Acceptance:

These General Terms and Conditions (Sales) are expressly approved and accepted by the Buyer, who declares and acknowledges having perfect knowledge and understanding of them and therefore waives the right to rely on any contradictory document, and particularly his own general conditions purchase.