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## **GENERAL TERMS AND CONDITIONS OF SALE**

### **1. Application of the general terms and conditions of sale – Enforceability**

These General Terms and Conditions of Sale constitute the only basis for commercial negotiation. Their purpose is to define the conditions in which GOIOT SYSTEMS (hereinafter "the Supplier") supplies its products to Purchasers and they are systematically forwarded to any Purchaser who makes a request for them to enable them to place an order with the Supplier.

They apply without restriction or reservation to all sales made by the Supplier to Purchasers, irrespective of any clauses that may appear on the Purchaser's documents, particularly its general terms and conditions of purchase.

Any order for products involves, for the Purchaser, acceptance without reservation of these General Terms and Conditions of Sale, acknowledgement that they are fully aware of them and renunciation of the right to make use of their own terms and conditions of purchase.

The Supplier reserves the right to waive certain clauses of the General Terms and Conditions of Sale according to the negotiations carried out with the Purchaser, through the establishment of special terms and conditions of sale. In the event of contradiction between the General Terms and Conditions of Sale and any special terms and conditions that may be agreed between the Supplier and the Purchaser, the latter shall prevail.

### **2. Offers, studies and projects**

The Supplier shall retain all intellectual property rights related to its estimates, projects and studies of any type, including in particular plans, drawings and diagrams. These documents may not be disclosed to third parties or used without its prior authorisation in writing.

Estimates made by the Supplier are only valid for a period of one month from their date of sending. After this time, they may be cancelled, amended or updated depending on changes to the financial or technical conditions.

The Purchaser will be responsible for checking the contents of the estimates, offers, studies and projects that are sent to it by the Supplier and for ensuring that they meet its requirements and the planned conditions of use, especially regarding the quantities, specifications and dimensions of the products.

### **3. Orders**

#### **3.1. Placing**

All orders should concern a minimum amount of €180 exclusive of tax (including possible shipping costs). Management fees of € 15 apply for orders <€ 180 and € for orders <€ 100.

Orders are only definitive after express acceptance in writing by the Supplier.

Any modification or termination of an order requested by the Purchaser may only be taken into account if it is notified in writing by the Supplier, who accepts it, prior to dispatch of the products.

In the event of a difference between the order received from the Purchaser and the estimate that was previously sent to it by the Supplier, the order sent by the Purchaser will only be binding upon the Supplier if the latter expressly accepts it in writing, it being specified that the time that has passed between the Supplier's estimate and the Purchaser's order approving it may lead to lengthening by the same amount of time of the delivery period for the products proposed in the estimate.

Any product not expressly provided for in the an estimate or an order that has been duly and expressly accepted in writing by the Supplier must of necessity be the subject of an estimate by the Supplier or an additional order that must be approved by the latter.

### 3.2. Purchaser's special requirements

The Supplier's products are manufactured in compliance with the laws and regulations in effect in France on the day of the sale. Any specific request for compliance with other laws and regulations should be stated by the Purchaser to the Supplier before placing the order.

The Purchaser undertakes to inform the Supplier before placing the order about any special conditions of a technical (especially transport, packaging, use, storage and maintenance of the Products), commercial or administrative nature (especially export regulations), as well as forwarding any specifications to it in the case of a public sector contract.

### 3.3. Modification

Any modifications requested by the Purchaser to an estimate accepted by the Purchaser or an order accepted by the Supplier may only be taken into account if they have been notified in writing before manufacture of the products has commenced by the Purchaser to the Supplier, who may accept them at its sole discretion. To be enforceable upon the Supplier, they should be the subject of a signed purchase order or specific estimate showing any adjustment to the price or delivery time.


If it is necessary to modify the characteristics of the products in relation to the information provided by the Purchaser in its order, particularly due to incorrect, inaccurate or incomplete instructions, the Supplier reserves the right to suspend the filling of the order until the Purchaser has sent a new compliant order or additional plans necessary for precise understanding of the order. In this case, the delivery period will start again from the time when the Purchaser sends the missing information.

## **4. Prices**

The products are supplied at the rates mentioned in the Supplier's catalogues, leaflets and price lists in effect on the day on which the order is place and, where applicable, in the special commercial proposal sent to the Purchaser according to the specific features requested by the latter.

The prices and information appearing in the Supplier's catalogues, leaflets and price lists are given for information purposes and are subject to review at all times. The Supplier has the right to make any changes to them that it considers appropriate.

These prices are firm and not subject to review during their period of validity, as indicated by the Supplier.

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Prices are understood as net, exclusive of tax, on issue from the SAINT HERBLAIN factory. They do not include shipping or any insurance or any tax, fee, duty or other amount to be paid in application of French regulations or those of an importing country or a country of transit, which remain payable by the Purchaser.

Any order for an amount that is less than €2,500 exclusive of tax will lead to a fixed participation in shipping costs of €15 exclusive of tax, it being specified that this price will vary depending on the weight to be delivered (in metropolitan France, excluding express deliveries).

Any order for an amount that is greater than or equal to €2,500 exclusive of tax will be delivered carriage free (in metropolitan France, excluding express deliveries), excluding specific equipment (aluminium racks, plexiglass, large sizes...).

For any order for specific equipment, the pricing conditions of their delivery should be negotiated between the Purchaser and the Supplier's commercial department.

## **5. Payment terms**

### **5.1 Methods**

Unless agreed otherwise between the parties, especially regarding payment of an advance on the order, the price is payable in full, in a single instalment and by bank transfer, within 30 days net after the invoice date following the date of receipt of the products. This period will be mentioned on the invoice sent to the Purchaser.

### **5.2 Payment delay or default**

Any delay in payment of the sums owed by the Purchaser beyond the payment time appearing on the invoice sent to it shall lead, by right of law, without any prior formality or formal demand and without prejudice to any other line of the action that the Supplier may have the right to undertake:


- Payment, under a penalty clause, of compensation equal to 15% of the sums owed
- Payment of the sum of €40 as fixed compensation for recovery costs. The Supplier reserves the right to ask the Purchaser for additional compensation if the recovery costs effectively incurred exceed this amount, on presentation of supporting documents
- Application of late payment interest at the contractual rate of 12% of the amount, inclusive of tax, of the sums owed
- Application of the retention of title clause, if the Supplier considers it appropriate.

In the event of payment delay or default, the Supplier reserves the right to suspend or cancel the execution of all orders in progress.

In the event of payment default 48 hours after a formal demand sent by registered letter with acknowledgement of receipt has remained without response, the sale will be terminated by right of law if the Supplier considers it appropriate and may request the return of the products, without prejudice to any other damages.

## **6. Rebates and discounts**

The Purchaser may benefit from rebates and discounts appearing in the Supplier's price lists, according to quantities acquired or delivered by the Supplier on a single occasion and in a single place, or depending on the regularity of its orders.

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## **7. Delivery**

### **7.1 Methods**

Delivery shall be made in accordance with the order either by direct sending of the product to the Purchaser, or by simple notice of availability, or by issue to a shipper or a carrier on the Supplier's premises.

In the event that the Supplier has expressly agreed to take responsibility for shipping of the products, the Purchaser undertakes to provide it with all relevant information to guarantee this transport, especially the precise address and the times of access to the place of delivery.

### **7.2 Delivery time**

The products are delivered within the delivery time agreed in the Supplier's estimate or in the acknowledgement of receipt of the order issued by the Supplier.

Unless the Supplier has expressly agreed in writing to respect a mandatory delivery time that the Purchaser has set up as an essential condition of the sale, the delivery time is only given for information purpose and cannot in any case constitute a fixed commitment from the Supplier to deliver on a fixed date.

Any overrun of the delivery times may not lead to damages, withholding or cancellation of the orders in progress.

All deliveries may be subject to prior execution by the Purchaser of its obligations for payment of previous invoices that have fallen due and have not yet been paid.

### **7.3 Transfer of risks**

Delivery of the products is considered to have been made from the time of shipping from the Supplier's warehouses.

From the time of shipping of the products, all risks are assumed by the Purchaser, even if the carriage is paid for by the Supplier.

The recipient is responsible for taking out an insurance policy as required and for exercising its right of recourse against the carrier company in the event of any damage to a parcel being found.


The Purchaser assumes the custody of the products delivered to worksites, particularly for the fire and vandalism risks.

## **8. Receipt**

The products are sent accompanied by a delivery slip.

The Purchaser is obliged to check the appearance of the products on receipt.

The Purchaser should notify the carrier about any justified protest in the event of damage or partial loss within 8 days, excluding public holidays, of receipt, by extra-judicial document or

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registered letter, in accordance with article L. 133-3 of the Commercial Code. It should send, within the same time and in the same manner, a copy of its justified protest to the Supplier.

It should also report any malfunction other than damage or partial loss (for example a non-conformity) to the Supplier within the same time and in the same manner as indicated above.

In the event of failure to respect these formalities by the Purchaser, no complaint may be validly accepted and the products delivered by the Supplier will be considered to be compliant with the order in terms of quantity and quality.

The Purchaser will be responsible for supplying any justification regarding the defects or anomalies found and allowing the Supplier every facility for confirming these defects and remedying them.

### **9. Returns**

All product returns should be the subject of a prior, formal agreement between the Supplier and the Purchaser. Any product returned without this agreement will be kept available for the Purchaser and will not lead to the establishment of a credit note or to any compensation, the costs and risks of return being the responsibility of the Purchaser.

The products sent should be in the same condition as delivered by the Supplier and accompanied by the "Equipment return" sheet.

### **11. Retention of title**

**The Supplier reserves, until the time of full payment of the price by the Purchaser, a right of ownership over the products sold, enabling it to take back possession of said products.**

Any advance payment made by the Purchaser will remain acquired by the Supplier as fixed compensation, without prejudice to any other action that it might have the right to bring against the Purchaser in this respect.


The Purchaser is obliged to inform its creditors about the retention of title stipulated in favour of the Supplier.

In the event of the products being re-sold, the Purchaser undertakes to immediately pay the Supplier the part of the price remaining due and to immediately inform the Supplier in order to allow it to possibly exercise its right of claim concerning the price with respect to the third-party purchaser.

In the event of intervention by creditors of the Purchaser, particularly in the event of seizure of the products or in the event of opening of insolvency proceedings, it should immediately inform the Supplier of this, by registered letter with acknowledgement of receipt, as well as the attaching creditors or the insolvency proceedings bodies. Similarly, the Purchaser undertakes to inform the judicial officer of the existence of the Supplier's right of ownership and undertakes to inform the latter, immediately, of the existence of this measure so that the Supplier may assert its rights.

### **12. Warranty conditions and liability**

12.1. Term

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The Supplier grants a contractual warranty over its products for a period of 1 year from commissioning or the date of purchase of the product by the end user, 18 months at the latest from the date of delivery by the Supplier.

## 12.2. Scope

The contractual warranty granted by the Supplier covers:

- Product non-conformities, i.e. the difference between the products delivered and the characteristics of the products agreed in the order
- Any hidden defects in the products, namely faults not visible at the time of delivery, which make the product unfit for the purpose for which the Purchaser intends or which reduce this use to such an extent that the Purchaser would not have purchased them.

## 12.3. Conditions for making a claim

In the event of the Purchaser finding a non-conformity or a hidden defect in the product, it will be responsible for reporting it to the Supplier in writing as soon as possible and within 2 weeks at the latest from the discovery of the fault or defect.

When reporting the fault or defect, the Purchaser undertakes to send the Supplier all information about the discovery and the nature of the fault or defect, stating in particular, the place where the product is located and any transformations, repairs and other modifications or works that it may have carried out on the product.

If the notification made by the Purchaser does not allow the Supplier to confirm precisely the existence and nature of the non-conformity or the hidden defect invoked, the Supplier will examine the product.

If the product has not been assembled in a vessel or another assembly, it should be returned to the Supplier, at the costs and risks of the Purchaser and then:

- If the product is found to be affected by a fault or defect, the Supplier will reimburse the costs paid by the Purchaser up to the limit of the cost of shipping carried out for a distance equal to that separating its premises from the initial place of delivery of the product to be replaced
- Otherwise, the Supplier reserves the right to invoice the Purchaser for the costs incurred by examining the product and its return shipping.


If the product has not been assembled in a vessel or another assembly and its removal could not take place without causing damage to said vessel or assembly, the Supplier will examine the product on the site where it is located and then:

- If the product is found to be affected by a fault or defect, the Supplier will reimburse the costs paid by the Purchaser up to the limit of the cost of travel carried out for a distance equal to that separating its premises from the initial place of delivery of the product to be replaced
- Otherwise, the Supplier reserves the right to invoice the Purchaser for the costs incurred by its travel.

The warranty may only be called in if the Purchaser has met all of its payment obligations in full. The latter may not make use of warranty claims to suspend or defer its payments.

## 12.4. Repair or replacement

In the event of the Supplier finding a non-conformity or a hidden defect in the product, the Supplier will only be obliged, at the Purchaser's discretion, to replace the product with an

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identical one or to repair it. The Supplier reserves the right not to act upon the choice made by the Purchaser and therefore to act according to the other method not chosen by the Purchaser, if this choice involves a cost that is clearly disproportionate compared to the other method, taking into consideration the value of the product or the scale of the fault.

In the event of replacement of the product under this warranty, the Supplier will only take responsibility for the cost of the replacement product and the cost of shipping of the replacement product up to the limit of a distance equal to that separating its premises from the initial place of delivery of the product to be replaced.

In the event of repair of the product under this warranty, the Supplier will only take responsibility for the costs of the labour necessary for the repair of the product and the costs of travel of one or more of its employees up to the limit of a distance equal to that separating its premises from the initial place of delivery of the product to be replaced.

In any case, the Supplier will not bear responsibility for any other cost, expense or charge, of any nature whatsoever, under this warranty, other than those stated above and, in particular, the consequences of any termination of line, recalls, storage, handling or repackaging of the product.

Any intervention, repair, modification or replacement of a faulty product by the Supplier during its warranty period may not have the effect of extending the term of the product warranty.


#### 12.5. Exclusions

This warranty may not be called in by the Purchaser in the following cases:

- Non-conformity or visible defect in the products delivered that has not been the subject of reservations on receipt under the conditions defined in these General Terms and Conditions of Sale
- Abnormal conditions of storage and/or conservation of the products
- Incorrect handling of the products before or after installation
- Fitting of the products not compliant with standard practice and/or the fitting instructions provided by the Supplier
- Abnormal conditions of use of the products, not compliant with the recommendations for use provided by the Supplier or differing from the conditions of use for which they were manufactured
- Non-compliance of the products with a law or regulation in force in the country where the Purchaser uses the products and about which it did not inform the Supplier prior to placing the order
- Non-conformity or defect in the product originated solely by the Purchaser
- Modification made to the products by the Purchaser or by any third party, not expected or specified by the Supplier
- Lack of maintenance and/or maintenance of the products not compliant with the maintenance recommendations provided by the Supplier or with the product characteristics
- Normal wear and tear, corrosion and abrasion of the products.

#### 12.6. Limitation of liability

The Supplier's liability may not in any case exceed 100% of the selling price, exclusive of tax, of the defective elements of the product at the origin of the calling-in of the warranty.

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The Purchaser is responsible for providing, as part of its contractual relations with its own customers, all relevant information concerning the Supplier's products, particularly the conditions of use and maintenance.

The Supplier may not be held liable in the event of malfunction due to a specific environment or in the event of non-conformity of its products with, in particular, a technical standard that was not expressly stated on the purchase order. The Purchaser will be solely liable for ensuring, prior to use, that the products are suitable for the type of implementation and the specific conditions of use for which they are intended.

In any case, the Supplier's liability for product non-conformity is strictly limited to the obligations defined above and it is expressly agreed that the Supplier may not be held liable for any compensation for any indirect and/or tangible damage suffered by the Purchaser. Indirect damage is that which does not result exclusively and directly from the non-conformity of the Supplier's products, which particularly includes operating or sales losses, commercial and financial losses, production losses, equipment usage losses, non-operation or additional operating costs of other equipment or systems and environmental damage.

### **13. Modification – Non-waiver**

The Supplier reserves the right to modify these General Terms and Conditions of Sale at any time. However, the General Terms and Conditions of Sale that apply to the order are those accepted by the Purchaser at the time of placing the order.

The fact that the Supplier does not make use at a given time of any one of the terms and conditions contained in these General Terms and Conditions of Sale may not be interpreted as serving as a waiver of the right to subsequently make use of any one of said terms and conditions.

### **14. Applicable law – Jurisdiction**

These General Terms and Conditions of Sale and the purchase and sale operations arising from them are governed by French law, excluding the application of the Vienna Convention of 11 April 1980 on the international sale of goods.

Any disputes to which these General Terms and Conditions of Sale may give rise, regarding their validity, interpretation, implementation, termination, consequences and further developments, and which have not been settled amicably, will be exclusively submitted to the **Commercial Court of NANTES**, both in summary proceedings and in an action on the merits of the case, notwithstanding the introduction of third parties or an action to enforce a warranty and irrespective of the methods of order, payment or delivery, without an allocation of jurisdiction clause that may exist in the Purchaser's documents being able to serve as an obstacle for the application of this clause.

General terms and conditions of sale applicable as at 01/01/2019