

GENERAL TERMS AND CONDITIONS OF SALE – FICAP

Article 1: SCOPE OF APPLICATION

These general terms and conditions of sale define the reciprocal rights and obligations of our company and all customers, for all sales and service contracts, unless otherwise agreed in writing and expressly accepted by both parties. These conditions are all strict and without their express or tacit acceptance, our company would not have contracted. They supersede the purchase conditions of our customers and cannot under any circumstances be overridden by them. These conditions are supplemented and updated by our prices. Any clause appearing on a document emanating from the client is deemed unwritten, unless expressly accepted by our company. The seller's failure to assert these conditions against the buyer at any time cannot be interpreted as a waiver of the right to rely on them later.

Article 2: ADVERTISING RELATING TO OUR GENERAL TERMS AND CONDITIONS OF SALE

Our general terms and conditions of sale are brought to the attention of all customers by sending our price lists or offers and are available on www.ficap.fr or upon simple request. Customers also become aware of them through the acceptance and delivery of previous orders.

Article 3: ORDER ACCEPTANCE

An order taken or placed is only complete after written acceptance from the seller's head office.

Article 4: DAMAGE AND LOSS DURING TRANSPORT OR DURING ASSEMBLY

4.1 Supply Contract

Materials are deliverable at the seller's head office according to Incoterm C.C.I. EXW January 2000. They travel at the customer's risk, regardless of the transport conditions and payment terms (carriage paid or freight collect). In case of delivery by the seller, the latter acts on behalf of the client. In the event of damage, theft, total or partial loss, it is the client's responsibility to make all reservations with the carrier within the deadlines provided by law, and to exercise all recourse, in particular to file a claim with the carrier as provided for in art. L. 133-3 of the Commercial Code within the legal period of 72 hours and more generally to take all appropriate measures to safeguard recourse against the carrier, including in the case of carriage-paid shipment. The client alone will bear the consequences of this clause. When, exceptionally, the carrier is designated by the seller, he acts on behalf, at the expense and risk of the buyer. In the same hypothesis, unless prior and written instructions from the buyer, renewed at each shipment, and whose reception is confirmed by the seller, the latter is not obliged to take out insurance, nor a declaration of value or declaration of delivery interest on behalf of the buyer, whatever the value of the goods shipped.

4.2 Works Contract

When the contract consists of carrying out work on a site designated in the contract, the equipment delivered to said site travels under the conditions referred to in 4.1 above. The security of the equipment, tools and people on this site is the responsibility of the client, unless insurance covering these risks has been taken out for the benefit of the seller.

Article 5: ON-SITE INTERVENTION – MATERIAL QUALITY – INTERVENTION CONDITIONS

During on-site interventions on behalf of the client, the equipment on which the seller's employees intervene is deemed to comply with safety standards for people (with the sole exception of the object of the service itself when it consists of bringing the equipment up to personal safety standards). Prior to the establishment of the quote and in any case before the intervention, the client informs the seller in writing of all risks that his activity, his equipment or the state of his equipment pose to the interveners. The client alone bears the consequences of the failure to provide this information. The fact that one of the seller's employees may have viewed the site does not exempt the client from his obligation to inform and prevent. The means of risk prevention are the exclusive responsibility of the client unless otherwise stipulated in writing by the seller. During the seller's intervention and in the absence of written and prior contrary stipulation from the client, the equipment on which the seller's employees intervene is deemed to be entirely at their disposal and consigned; there is therefore no, in the absence of stipulation from the client, risk of interaction between the seller's employees and the client's employees in the work area. The prices of the services are established by the seller on this basis. Should this latter risk exist or appear, it is the responsibility of the head of the establishment where the intervention takes place to immediately inform the interveners and the seller and to immediately establish a risk prevention plan. Any additional costs for establishing a prevention plan not initially provided for, or any site retreat, any loss of time for consignment, are the responsibility of the client. In the event that the intervention site is not a client establishment, it is the client's responsibility to ensure compliance with this clause. The equipment on which the seller intervenes is duly insured by the client for all direct and indirect risks related to a construction site. The same applies to all equipment that may be made available to the seller, as well as to all equipment and tools brought by the seller to the site. The client alone will bear the responsibility for this clause.

Article 6: TESTS

When tests are provided for in the contract or if the seller deems it useful to carry them out, they are carried out at the seller's premises or at the buyer's premises in metropolitan France, unless otherwise stipulated they last a maximum of two hours and are fixed by agreement between the buyer and the seller. If during the test the seller recognizes the equipment as defective or non-compliant with the contract, he remedies the problem as soon as possible. The tests are renewed at the buyer's written request or if the seller deems it useful, the corresponding costs being borne by the buyer. In case of conformity, at the end of the tests, a report is signed and serves as acceptance of the equipment. No claim for apparent defect or non-conformity with the order will be admissible thereafter. The costs of the tests are entirely borne by the client. The client alone will bear the consequences of using the equipment in the absence of testing or if the tests were not fully conclusive.

Article 7: CONTROL – RECEPTION – COMPLAINT

1 – Goods and products

The client must verify the quality and quantity of the supplied material on French territory. Regardless of the mode of transport and

the payment terms, the client has the right to come to the shipping location to verify the conformity of the delivery before shipment. They will set with the seller at least 48 hours in advance the date and time of arrival of a duly authorized person. They alone will bear the financial consequences of this trip and any delay attributable to them.

2 – Service provisions – Supplies and installation

When performing a service provision, unless otherwise stipulated and approved in writing by the seller, the latter's obligation is limited to implementing the necessary means for the proper execution of said provision. Assembly, installation, repair, or any service provision more generally, is systematically separated from supplies. The latter being examined according to paragraph 1 of this article. In case of non-conformity with the order, the buyer must notify the seller within a maximum period of 72 hours from the receipt of the packages or the completion of the service by registered letter with acknowledgment of receipt, and follow the procedure indicated in Article 8. After this period, the delivery is deemed accepted and no claim regarding the quality or quantity of the supply or the implementation of the means can suspend payment. The use of goods or products or the results of the service provision implies acceptance by the client.

Article 8: RETURN OF GOODS – REFUSAL OF SERVICE - LIMITATION OF LIABILITY

A return of goods or a refusal of service is exceptional and derogatory. Their principle and terms are subject to the express agreement of the seller. Requests must be addressed to the seller's commercial department. An acceptance notice is then issued at the seller's discretion and sent to the interested party. Returns of goods must be made carriage paid to the seller's head office, imperatively accompanied by the acceptance notice. If this rule is not observed, the package will be returned to the sender with freight due or refused. If the return made in application of this article proves justified, in this case, an acceptance notice is not decisive for the credit note requested by the client. An article deemed faulty due to manufacturing defect or quality is scrupulously analyzed by a qualified department, and final acceptance will depend on the judgment rendered. Similarly, any merchandise or service provision whose delivery dates back more than two months cannot, in any case, claim a CREDIT NOTE or replacement. For a service provision, the client will clearly stipulate what leads him to contest it. If the seller deems it useful, he will obtain from the client a request for on-site intervention which will not be invoiced if, after verification by the seller, the service is deemed by the latter as not performed. The seller's obligations exclude any compensation for direct or indirect damage, intangible loss, whether consequential or not, and are limited, as the case may be, to the reimbursement of the merchandise contradictorily recognized as defective or the part of the service not performed (according to price list and discount applied).

Article 9: PLANS – STUDIES

The data indicated in our technical documents are indicative and have no binding value unless the contract specifically provides for an obligation of result. Studies and plans are carried out based on the data transmitted by the client. It is up to the client to verify that the parameters used to establish the quotes are accurate. The client assumes the consequences of transmitting inaccurate information. Plans and technical documents allowing the total or partial manufacturing of the material by the seller remain its exclusive property, whether they are delivered before or after the signing of the contract or whether they are annexed to the contract. They cannot be used, copied, reproduced, transmitted or communicated to third parties without the prior written authorization of the seller.

Article 10: PRICE AND PAYMENT OF THE PRICE

Orders are invoiced based on the seller's current prices. Prices are exclusive of taxes and ex works (EXW) from the seller's head office, unpackaged, truck not loaded. Orders are payable at the time of their establishment. The acceptance of a customer credit is subject to the seller's prior agreement for each order. The issuance or acceptance of bills of exchange or other payments does not constitute novation or derogation. Accepted bills of exchange or commercial papers must be returned to our company no later than 8 days after the invoice date. Any right of compensation arising from a reciprocal claim from the client is excluded. The client is prohibited from retaining any sums due to our company. Payment terms cannot be delayed under any pretext whatsoever, even if disputed. Any partial payment by the client relative to the total sums owed to us shall be applied first:

- Firstly, to the conventional interest of Article 9
- Secondly, to the lump-sum indemnities and penalty clauses.
- Thirdly, to our principal price claims relating to supplies that are no longer in the client's patrimony at the time of payment, or that are no longer individualized therein. Any intervention on the material or goods sold, without the express agreement of the seller, will trigger the immediate exigibility of the claim.

Article 11: LATE PAYMENT

Late payment automatically incurs late interest calculated at a rate equal to one and a half times the increased legal interest rate without exceeding the usury rate, with return and banking charges remaining at the debtor's expense. Failure to pay on the due date also results in:

- The immediate exigibility of all outstanding claims,
- The possibility for our company to cancel all or part of current orders,
- As a penalty clause, an increase equal to 15% of the amount of the claims with a minimum of €2500.

Article 12: DEADLINES

Delivery times and all other deadlines are always given as an indication. The delivery time is that contained in the order confirmation. It runs from the date of this order confirmation and the payment of the down payment. The extension of the deadline cannot under any circumstances be invoked as a cause for cancellation of the order and does not give rise to any compensation for direct or indirect damage. The buyer is obliged to take delivery of the merchandise. Failing this, warehousing, storage, additional transport costs and all other costs may be charged to him without further notice. Delivery is made either by direct handover of the product to the buyer or his agent or by simple notice of availability.

Article 13: FORCE MAJEURE

The following are authorized as cases of force majeure: fire, flood and any other accident causing the complete or partial destruction of the company, its stocks or supplies or the cessation of its operation, strike or lockout, lack of motive power or raw materials resulting from a cause of a general nature such as the cessation of transport, interruption of electricity, engine breakdowns and any other cause suspending work in the company without it resulting from the will of our company. The facts referred to in the preceding paragraph are assimilated to cases of force majeure when they occur in any other establishment on which the execution of the contract depends.

Article 14: NON-SOLICITATION OF PERSONNEL CLAUSE

The buyer waives the right to hire or employ, directly or through interposed personnel (for example, on behalf of a third party related by capital ties or commercial partnership), any employee or staff member of our company or our group. The buyer undertakes not to attempt, in any way whatsoever, directly or indirectly, to convince or incite employees and staff members of our company or our group to leave the company for which they work. These commitments are valid for the entire duration of the contract and for a minimum period of five years after its termination, regardless of the cause and origin thereof. In the event of non-compliance with this provision, it is agreed between the parties that the penalty invoiced will be equivalent to three times the amount of the last annual gross salary of the employee or staff member.

Article 15: JURISDICTION CLAUSE

By express agreement, all disputes shall be submitted exclusively to the Commercial Court of Melun.

Article 16: RETENTION OF TITLE CLAUSE

The goods belonging to the seller and delivered remain its property until full payment of the price, delivery being understood as the physical handover of the goods or the end of the service provision. However, the buyer bears the risks of the goods he holds and assumes responsibility for them as if he were the owner; he will be obliged to pay the price even in the event of disappearance due to unforeseen circumstances or force majeure. Until full payment of the price, the buyer has the obligation to keep the goods and insure them on behalf of the owner. Upon simple request of the seller, he undertakes to provide proof thereof. The handing over of bills of exchange or titles creating an obligation to pay does not constitute payment within the meaning of this provision. The buyer is authorized, within the normal course of his business, to resell the delivered goods. But he cannot pledge them, transfer ownership as collateral, or proceed with a global or lump-sum assignment of the stock or part of the stock amicably or judicially without our express written authorization and subject to our right of pursuit. For service provisions or joint supply and installation operations on existing equipment, the buyer transfers to us a right equivalent to the amount of our invoice on this equipment. In the event of non-payment, our company may, if it wishes, proceed with the amicable recovery of the goods of which it has remained the owner; failing amicable agreement, the interim relief judge may be seized. In the event of resale, he then assigns to the seller all claims arising in his favor from the resale to third-party buyers. The authorization of resale is automatically withdrawn in the event of an unpaid due date or in the event of a judicially recognized cessation of payment by the buyer. The seller expressly reserves the right to reclaim the goods in the event of judicial reorganization or judicial liquidation of the buyer. This clause cannot be invoked by the client to justify a return of goods on his sole initiative.

Article 17: WARRANTY

New equipment is guaranteed for one year or 2000 hours of operation from the date of delivery, whichever comes first. This warranty covers hidden defects, while apparent defects must be subject to a claim under the conditions defined in Article 8. The warranty is limited to the free replacement in our workshops of parts recognized as defective according to the terms of this article. The equipment is intended to operate, unless otherwise stipulated in writing by the seller, for a period of 8 (eight) hours per working day and under normal and common conditions as set out in particular in the maintenance instructions. Accessories integrated as is by the seller are covered by the warranty of the manufacturer of said accessories. Service provisions and in particular on-site installations are excluded from the warranty for hidden defects unless they are the cause. They can only be subject to a claim under Article 8 above. Used equipment as well as repairs and troubleshooting are not guaranteed. To claim under warranty from the seller, the interested party will request a warranty claim file from the seller. The buyer will send the defective equipment at his own expense to the seller's workshops or to any address the latter indicates. In the event that the seller has recognized all or part of the equipment as defective, he will proceed as soon as possible, at his discretion, to supply elements recognized as defective with elements providing the same service or to reimburse the price of the defective elements. If this warranty, after written agreement of the parties, were to exceed one year or 2000 operating hours, he will have the possibility of reimbursing the defective elements according to the time remaining until the end of the warranty. In no case can there be an extension of the warranty period. The warranty excludes material and immaterial damages, whether consequential or non-consequential, and notably all loss of operation. The client may, if he wishes, request an intervention on the product installation site in the warranty claim file. All costs, particularly for the transport of goods and persons or for dismantling and reassembly, will then be at his expense, excluding the possible repair of the part that the seller will have recognized as defective as such. In return for this warranty, the buyer will ensure that the operating conditions of the equipment or its installation comply with best practices and will particularly ensure regular verification and maintenance operations. He will ensure that all the operating characteristics of the installation and the environment of the conveyor are always respected, even when stopped. He undertakes to have preventive maintenance operations carried out by qualified personnel, according to operating procedures and with materials approved by the seller. The details of all these operations will be recorded and transmitted as soon as possible to the seller. This warranty cannot be transferred or assigned without the prior written agreement of the seller.

Article 18: LIMITATION OF LIABILITY

For all cases not provided for in these conditions, the seller's civil liability will be strictly limited to the guarantees and amounts mentioned in the insurance contracts in force at the time of the execution of the sales contract; contracts which are communicated to the buyer upon simple request. The existence of insurance does not allow the assumption of the seller's liability.

Article 19: SEVERABILITY CLAUSE:

If a clause of a contract is or becomes incompatible with a regulation, decree or law. This clause will be considered null and void. This cancellation will not render all of these conditions invalid.

This document contains four pages.

Last updated: November 25, 2024