

STANDARD TERMS AND CONDITIONS OF SALE

Article 1 - Field of application

1.1. These standard terms and conditions of sale shall apply to all orders for equipment, goods and parts from Secatol, regardless of their intended purpose, unless otherwise agreed expressly in writing prior to the order by the Parties.
As a result, the placing of an order by a Buyer shall imply unqualified acceptance by the Buyer of these standard terms and conditions of sale, which shall prevail over any other document of the Buyer, and generally any terms and conditions of purchase, unless otherwise first agreed expressly in writing by Secatol.
1.2. Any document other than these standard terms and conditions of sale, particularly any catalogues, brochures, advertising material or instructions, is only provided for guidance and information and has no contractual value.

Article 2 - Orders

2.1. Orders shall only be binding upon Secatol after they are expressly accepted in writing as shown by acknowledgment of receipt.
2.2. Orders placed with Secatol shall be firm and final for the Buyer. They may only be modified with the written consent of Secatol, providing the Buyer makes a written request for a modification received by Secatol no later than three days after the issuing of the acknowledgement of receipt of the order.
2.3. The specifications stated in advertising material are given for guidance only. Secatol reserves the right to modify its products as it finds necessary without notice. Such modifications may not in any way justify a refusal by the Buyer to take delivery of products or the termination of the order.

Article 3 - Prices

Prices are quoted exclusive of tax. Prices stated on advertising material are stated for guidance only and may be revised without notice. Only the price indicated in the written confirmation of the order shall have contractual value.

Article 4 - Terms of payment

4.1. Unless otherwise provided expressly, invoices shall be payable within 30 days of receipt, according to the schedule attached with the order. With payments made by bill of exchange, effective payment shall occur within the provided time.
4.2. Unless otherwise expressly provided, no discount shall be applied by Secatol for cash or early payment.
4.3. The acceptance of the postponement of a due date or the renewal of a bill shall not imply that the agreement has been substituted. All the other clauses and conditions of these standard terms and conditions of sale shall remain applicable to and enforceable against the Buyer.
4.4. Payment shall be made at the registered office of Secatol, with no deduction or offsetting against any claim held by the Buyer on Secatol. Debts shall only be discharged by payments to Secatol using one of the following methods: cash, transfer, post or bank cheque, accepted or domiciled or other bills of exchange.

Article 5 - Payment delay

5.1. Any amount that remains unpaid when due shall rightfully lead to the application of penalty for late payment, with no need for notice, from the day following the date of payment on the invoice; the penalty shall be applied in a rate equal to the rate applied by the European Central Bank for its refinancing operations plus 10 percentage points.
The penalty for late payment shall apply without prejudice to the company's right to suspend the execution of all orders under way or ask for the termination of the sale.
5.2. Any payment delay may also, at the option of Secatol, make any amounts owing for any reason immediately payable.
5.3. In addition to penalty for late payment, in accordance with legal provisions, compensation for collection costs in the amount of € 40 shall be owing from the Buyer to the company from the first day of the delay, for each invoice that is not paid when due.
5.4. The remainder of the payment shall become rightfully and immediately payable in the following cases:
- If the payment is not made when due,
- If the Buyer's company goes into trusteeship or receivership or if any collective procedure is initiated;
- If any part of the property or claims of the Buyer is attached;
- If the company or the legal entity of the Buyer passes under new management;
- If the Buyer dies, if its establishment is closed or if it is wound up or liquidated;
5.5. If any outstanding amount is collected by legal means, a 10% penalty shall be applied on amounts that are past due.

Article 6 - Deliveries

6.1. Secatol endeavours to manufacture the ordered products within the schedule envisaged at the time of the order. However, delivery schedules are only given for guidance, as Secatol has no control over the delivery times of carriers.
The stated schedules only relate to the manufacturing of products.
6.2. If the product is not shipped within two months of the date agreed at the time of the order, the Buyer may cancel its order after a month's notice if the manufacturer fails to remedy its default, but shall not be entitled to claim any penalty or compensation.
6.3. The delivery shall be deemed to be complete in the premises of the vendor, when the risks shall be transferred to the Buyer. That shall also be true when deliveries are made free to the destination. As a result, Secatol shall act as the customer's representative when it ships and arranges for the transport of products.
6.4. If the products delivered do not comply with the specifications indicated in the acknowledgement of receipt of the order or have a visible defect, the Buyer shall be responsible for notifying its exceptions to the carrier by recorded delivery with acknowledgement of receipt within three days of the delivery, and sending a copy of the notice simultaneously to Secatol.
If Secatol arranges for transport directly, any exceptions shall be stated on the delivery form after a joint verification by the deliverer and the Buyer.
No complaints shall be accepted after the deliverer has left.
Further, such exceptions shall necessarily be confirmed in writing by recorded delivery with acknowledgement of receipt to Secatol within three days of the delivery.
6.5. The acceptance of products ordered by the Buyer, with no exception as set out in article 6.4 above, covers all visible defects and non-conformity.
6.6. Goods may not be returned by the Buyer without the prior express written consent of Secatol.
- Return costs shall only be paid by Secatol if a visible defect or nonconformity is effectively observed by Secatol.
- Complaints made by the Buyer in the conditions described above shall not release it from its obligation to pay for the relevant products.
- If a visible defect or nonconformity is effectively observed after an inspection, Secatol shall only be liable, at its own option, for the replacement of the products recognised to be defective or the repayment of the purchase price paid, with no other compensation of any nature.
6.7. It is expressly restated that the sizes, colours and weights of Secatol products are subject to variations inherent to the nature of the materials used to manufacture them. These variations shall not constitute visible defects or nonconformities. In particular, Secatol does not guarantee the identity of grades between the sample or model selected by the customer while placing the order and the delivered product.
6.8. Secatol products may only be exported outside the European Union with the express written consent of Secatol.

Article 7 - Termination clause

7.1. If the Buyer fails to fulfil all or part of its obligations or in the event of the occurrence of any of the events listed in article 5.4, Secatol may decide to cancel the sale and terminate the orders in progress.
7.2. Such cancellation shall take place rightfully 15 days after the sending of notice, by recorded delivery with acknowledgement of receipt, if the non-fulfilment is not remedied in full.
7.3. Any payments made by the Buyer shall be retained by Secatol as penalty, without prejudice to the application of the penalties provided in article 5 above and any possible legal proceedings for compensation, if greater harm is demonstrated.
7.4. The delivered products shall be returned, on pain of a non-communatory penalty of 1% of the value of the products delivered per day of delay. If the Buyer fails to do so, Secatol could petition the Presiding Judge of the Commercial Court of Poitiers for the enforcement of the cancellation clause and the return of delivered products, without prejudice to the damages owing from the Buyer for the harm sustained by Secatol.

Article 8 - Transfer of title

8.1. The transfer of title to the goods shall be suspended till their price, including the principal and ancillary components, is paid in full by the Buyer, including in the event of the granting of terms of payment. Any contrary clause shall be deemed not to exist.
8.2. The Buyer may not dispose of the products sold in any way, pledge them or give them as security till their price is paid in full.
8.3. Notwithstanding the transfer of title, all risks shall be transferred to the Buyer upon delivery. The Buyer agrees to insure the products delivered from the risk of damage or loss due to a force majeure circumstance, for the benefit of Secatol. In the event of a loss, Secatol shall rightfully substitute the Buyer for the benefit of insurance compensation.
8.4. If the Buyer fails to make a payment when it becomes due, Secatol may demand the return of the products at the cost and risk of the Buyer. The same shall apply if the Buyer suspends payments. The ownership of the products shall not be transferred to the Buyer by any payment made after the due date. Further, Secatol may unilaterally and immediately raise an inventory of unpaid products held by the Buyer. Any payments made earlier shall be retained by Secatol as penalty.

Article 9 - Contractual guarantee

Secatol offers a guarantee on new delivered products for a period of six months from delivery, on the following conditions:
- The guarantee shall be limited to the replacement of equipment or parts returned carriage paid before the expiry of the guarantee, providing they are recognised to be faulty by Secatol after an examination. The guarantee shall not in any event extend to refunds or the taking back of the products.
- The guarantee shall not entitle the Buyer to any compensation, regardless of the repair time or the disruption of enjoyment caused to the Buyer. Similarly, labour costs of repair shall be paid by the Buyer, as shall the costs of return.
- The application of the guarantee or repairs under guarantee shall not extend the guarantee.
- The guarantee shall not apply to equipment that has been transformed or repaired outside the workshops of Secatol or comprising non-original parts. Further, it shall not apply to wear and tear due to the lack of maintenance, damage due to impacts, errors, faulty assembly, improper conditions of use or lack of experience of the Buyer or its employees.
- Parts for which the operating of the guarantee has been refused shall be scrapped if they are not claimed by the Buyer within eight days of the notification of refusal.

Article 10 - Guarantee for latent defects

Secatol offers a guarantee for its products from latent defects, on the conditions below:
- The guarantee shall rightfully lapse if the Buyer fails to inform Secatol of the alleged defect within twenty clear days of its discovery. The Buyer shall be responsible for supplying evidence of the date of the discovery.
- The guarantee shall be strictly limited, at the discretion of Secatol, to the replacement of products recognised to be defective by Secatol or the refund of the purchase price paid, with no other compensation of any nature. In particular, Secatol shall not be liable for any direct or indirect damage, shortfall or delay owing to a defect in its products.
- The guarantee shall be voided if the products are incorrectly stored or used, if they are damaged due to an accident, external event, contingency or force majeure circumstance, negligence or malice. The Buyer agrees that it has been informed of the conditions of use and maintenance of the products sold.
- This guarantee shall not apply to visible defects or nonconformities, which shall be reported by the Buyer on the terms set out in article 6.4 above.

Article 11 - Force majeure

11.1. Force majeure circumstances are events that are out of the control of the Parties, which the Parties could not reasonably foresee, avoid or overcome, and the occurrence of which prevents the fulfilment of obligations.
The following shall particularly be considered to be force majeure circumstances that release Secatol from its obligation to deliver goods according to the initial schedule: fire, flooding, strikes, including strikes of any members of its staff, shortages of raw materials, energy or means of transport.
11.2. In such circumstances, the fulfilment of all orders shall be rightfully suspended without compensation from the date of occurrence of the event.
If the event lasts more than 30 days, the sales agreement between Secatol and the Buyer may be terminated by the Party that acts first; neither Party may claim damages and Secatol shall return the payments made under the sales agreement to the Buyer. Such termination shall become effective on the date of the first presentation of notice of termination given by recorded delivery with acknowledgement of receipt.

Article 12 - Language of the agreement

These standard terms and conditions are prepared in French. The French-language version alone shall be the authentic text in the event of translation and conflicting interpretation.

Article 13 - Disputes

Any dispute about the execution, interpretation, performance or termination of this agreement shall be governed by the laws of France; failing an amicable settlement, disputes shall be brought before the competent courts within the jurisdiction of the Court of Appeals of Poitiers.

(Surname, name and capacity)

Signature preceded by the endorsement

"Valid agreement"