

GENERAL TERMS AND CONDITIONS OF SALES

1 – Applicability

The following General Terms and Conditions of Sales as defined below detail the rights and obligations of EUROMETA SA (referred as to « the Seller ») and its customer (referred as to « the Buyer ») and apply to all products and material manufactured and/or delivered by EUROMETA SA. Unless contrary stipulations, all services performed by EUROMETA SA imply the Buyer's unreserved adherence to these General Terms and Conditions of Sales. These General Terms and Conditions of Sales shall prevail on any general conditions of purchase or any writing issued by the Buyer whatever it may be.

2 – Orders

Orders are submitted to a written agreement from the Seller. Validated orders may not be modified or cancelled without a written agreement of the seller.

3 – Price

The prices of goods sold are those determined the day the order is taken. Prices are denominated in euros and free of tax. Consequently, they will be increased by the rate of VAT and subject to any costs related to the transportation, charges and customs duties or any other additional and incidental expenses applicable the day of the order. The Buyer will assume those variable costs unless contrary stipulations written on the order confirmation.

The Seller holds the right to change his prices at any time. However, he commits to invoice the goods at the price indicated the day of the order.

4 – Delivery

The delivery date expressed at the time of order registration is given only as an indication. The Seller will do his best to respect it and will inform, if necessary, the Buyer of any delay in delivery. Consequently, any reasonable delay in delivery shall not give right to the Buyer to claim for damages or to cancel the full order or the balance of the order.

The incoterm indicated on the Sale Confirmation specifies which party (Buyer or Seller) will be in charge of the transport and will define the responsibility of the risks assumed from loading to unloading of the goods.

In the event of missing goods or degraded goods during transportation, the Buyer has to express all necessary reserves on the waybill (CMR). These reserves must also be confirmed in writing, within five (5) days from the delivery date, by a registered letter with acknowledgement of receipt.

5 – Weights - quantities

The weights which are deemed to be delivered and which will therefore be invoiced, will be those determined by our plant, warehouses or shipping locations contractually agreed. The weight will be written on the waybill (CMR), on the weighting ticket given to the carrier and will be considered as proof in case of disagreement. In addition, the Buyer is always entitled to be assisted or represented at the weighing time.

6 – Terms of payment

The Seller, will be able to change the terms of the payment previously set at the time of the order and could require a pre-shipment payment for any order in case of substantial changes regarding the Buyer commercial and financial situation (court-ordered recovery, sale of business activities, missing insurance or decreased insurance etc.).

Unless explicitly stated otherwise in the order, payment is eligible for 30 days net and made by bank transfer. The payment date is understood as the value date credited to our account.

The Buyer's payments will be applied in priority to the oldest outstanding invoice.

If the payment deadline set by these General Terms and Conditions of Sales or agreed is overdue, the amounts totally or partially due, will give rise after formal notice to the application of a fixed indemnity for collection costs of 40 euros and to the application of late payment penalties, calculated from the due date to the date of effective payment at a rate of 3 times the legal interest rate in force (Article L441-6 of the Commercial Code). These penalties will be immediately payable upon formal notice.

The Seller shall also be entitled to suspend shipment and execution or to cancel current orders and to demand cash payment for products delivered or in process of delivering, without prejudice to any damages and interest.

7 – Discount

Unless explicitly stated otherwise in the order, no discount will be granted for early payment.

8 – Retention of title

The Seller retains ownership of the goods sold until full payment for such goods. As such, if the Buyer is subject to judicial receivership or liquidation, the Seller reserves the right to claim, within the framework of collective proceedings, the goods sold and remaining unpaid. In the event that the unpaid goods have already been used or have already been resold to a Third Party, the Seller's right of ownership will be transferred to the products in which the goods have been incorporated and if a Third Party is involved, the latter will be jointly and severally liable for the amount of the Buyer's claim against it.

9 – Force majeure

The Seller's liability shall not be engaged if the non-execution or delay in execution of one of its written obligations results from a case of Force Majeure. In particular, incidents and/or accidents affecting the production or storage of the products, the total or partial stoppage of the supply of raw materials or energy such as the failure of the carrier or supplier, fire, flooding and other natural phenomena are contractually assimilated to cases of Force Majeure without possible recourse by the Buyer, the breakdown of machinery, social conflicts, strikes, administrative or health decisions, pandemics and government measures taken to control the pandemic situation, changes in regulations, the actions of third parties, war, armed conflicts and any event that would be likely to delay, prevent or make economically exorbitant the execution of the Seller's commitments.

10 – Warranty

The Seller certifies that the goods comply with the order. Seller's warranty doesn't extend to loss or damage due to incorrect assembly, improper storage or handling or due to the fact that the Buyer doesn't comply with the specification, laws or regulations applicable. It is the Buyer's responsibility to ensure that the goods are conform to the specification within eight (8) days after the date of the reception and inform the Seller in writing in case of non-conformity or problems within that same period. At the end of this period the goods shall be deemed to be accepted and free of defects.

11 – Applicable law and jurisdiction

Any controversy relating to the interpretation and execution of these General Terms and Conditions of Sales is subject to French law. In the absence of an amicable resolution, the dispute will be brought in front of the Commercial Court of Chambéry. In the event of an international dispute, the Seller, when he is the plaintiff, shall have the option either to retain the competent Court of its registered office, or to submit the dispute to the Chamber of Commerce and Industry sitting in Paris, in accordance with the Rules of Arbitration and Conciliation. In case of a conflict between the French version of the GCS and a translated version, the Parties agree that the French version shall prevail.