

## **CELDUC RELAIS TERMS and CONDITIONS of SALES**

### **ARTICLE 1 – APPLICATION – ENFORCEABILITY OF THE TERMS AND CONDITIONS OF SALE**

Placement of an order for a product and/or service with CELDUC RELAIS implies full and unreserved acceptance by the purchaser of these terms and conditions, with which it acknowledges that it is acquainted. Unless other conditions are specifically agreed in writing, these terms and conditions apply to all sales and services ordered from CELDUC RELAIS by the purchaser, whatever its nationality or place of business or the place of delivery. In particular, equipment is exported subject to the Incoterms and conditions specified in the order acknowledgment. These terms and conditions of sale can also be consulted on our website [www.celduc-relais.com](http://www.celduc-relais.com).

### **ARTICLE 2 – PRESENTATION OF THE PRODUCTS – SPECIFICATIONS**

All information on CELDUC RELAIS products, and in particular that relating to maximum permissible loads, provided to the purchaser via commercial documents, catalogues, the website or any other medium disseminated by CELDUC RELAIS, is intended for guidance only. This information and any drawings or calculations contained in such documents shall have no contractual value and will not be binding on CELDUC RELAIS. Only the information and recommendations contained in the specifications jointly drawn up with the purchaser, **based on the information provided and the needs expressed by the latter**, will have contractual value and be binding on CELDUC RELAIS. If the products and equipment ordered are to be integrated into an installation that must comply with a specific standard, the purchaser has a duty to inform CELDUC RELAIS of this fact.

### **ARTICLE 3 – OFFERS**

Unless stated otherwise, offers made by CELDUC RELAIS are only valid for 1 month after they are issued by CELDUC RELAIS. If they are not accepted by the purchaser within that time, the offer will lapse, unless this condition is waived by CELDUC RELAIS, expressly or in writing.

### **ARTICLE 4 – ORDERS – FORMATION OF THE CONTRACT**

The purchaser's orders will only be considered as accepted after they are confirmed by CELDUC RELAIS in an order acknowledgment. CELDUC RELAIS may specify in this order acknowledgment the particular conditions applicable to the order and in particular any relating to payment and lead times. In the event of any disagreement, the details contained in the order acknowledgment will prevail over those of the order. When acknowledging an order, CELDUC RELAIS reserves the right to demand a down payment, it being specified that, in this eventuality, the contract will only be formed and the delivery time only counted from the moment of the actual cashing of the down payment by CELDUC RELAIS. Any acknowledgment of receipt not challenged within 72 hours will be considered accepted as is. Any confirmed order will be final and irrevocable.

It may not be changed without the agreement of CELDUC RELAIS, which reserves the right in this case to charge a price supplement, of which the purchaser will be informed.

It may not be cancelled in whole or in part, except with the agreement of CELDUC RELAIS.

If an order accepted by CELDUC RELAIS is cancelled, the purchaser will be obliged to pay CELDUC RELAIS for the price of all supplies purchased specially or already used with a view to the execution of the order. If CELDUC RELAIS agrees to the cancellation of an order, all sums paid by the purchaser to CELDUC RELAIS will be retained by the latter.

Furthermore, CELDUC RELAIS reserves the right to cancel, suspend or decline to process orders placed by a purchaser with outstanding debts to CELDUC RELAIS, having failed to pay a previous CELDUC RELAIS invoice on the due date and/or having failed to fulfil any one of its obligations towards CELDUC RELAIS.

### **ARTICLE 5 – DELIVERY CONDITIONS AND TIMES – MAKING AVAILABLE**

5.1 Delivery times are given for guidance only.

They are quoted from the day of departure from CELDUC RELAIS's workshops. Unless provided otherwise and clearly written in the order acknowledgment, no failure to deliver by the agreed date shall give rise to deductions or the cancellation of orders or damages. However, CELDUC RELAIS reserves the right, without incurring any liability, not to deliver an order or to defer its delivery when the purchaser has failed to fulfil any one of its obligations towards it.

5.2 In the event that the purchaser defers the date of delivery of its order to a date later than the contractually agreed date, CELDUC RELAIS reserves the right to charge for storage costs.

### **ARTICLE 6 – AUTHORISATION OF SUBCONTRACTING**

CELDUC RELAIS is authorised by the purchaser to subcontract to third parties all or part of its services or manufacturing work.

### **ARTICLE 7 – FORCE MAJEURE**

All of CELDUC RELAIS's commitments will be suspended in the event of a case of force majeure, without it being liable in any way. The parties agree that cases of force majeure will include, in particular: fire, flooding, riots, terrorist attacks, damaged equipment, war, strikes (total or partial), lock-outs in CELDUC RELAIS's factories or those of its suppliers, subcontractors or carriers. In any such case, the delivery deadline will be extended by one month. After that, either party may cancel the delayed order without being able to claim damages from the other party.

### **ARTICLE 8 – TRANSPORT – TRANSFER OF RISKS – COST OF RE-DELIVERY**

**8.1** Unless specified otherwise, the goods are transported under the purchaser's responsibility, the transfer of risks taking place when the goods are collection from CELDUC RELAIS's premises by the carrier.

**8.2** Where, by way of an exception, CELDUC RELAIS arranges the transport, the transfer of risks takes place when the goods are delivered to the purchaser's premises by the carrier.

In any event, it is the responsibility of the purchaser to take out insurance to cover the risks related to transport or unloading, and in the event of any delay, damage or loss during transport, to issue all appropriate reservations and exercise all remedies, by registered letter with acknowledgment of receipt or instrument served by a judicial officer, with the carrier responsible within a maximum of 3 days.

**8.3** Unless specified otherwise by the purchaser, its premises are to be considered as open from Monday to Friday all year round, except for public holidays. The purchaser undertakes to inform CELDUC RELAIS of any dates when it is closed, including its annual holidays. Failing that, if the products cannot be delivered because the customer's premises are closed, a surcharge will be billed to cover the cost of re-delivery.

### **ARTICLE 9 – CONTRACTUAL WARRANTY ON THE PRODUCTS SUPPLIED**

Unless agreed otherwise, products supplied by CELDUC RELAIS are guaranteed for 1 (one) year as of the date of the invoice for the products. Products declared non-compliant or faulty by the purchaser must be returned by the latter at its own expense to CELDUC RELAIS's premises. If faulty products are not returned by the purchaser, it will be billed by CELDUC RELAIS for any replacement products supplied. Under the warranty, if the parts returned are recognised as faulty by the technical department, CELDUC RELAIS undertakes to replace the products delivered, at the place of delivery specified in the order acknowledgment. If the products returned with a claim on the warranty to CELDUC RELAIS are not deemed to be non-compliant or faulty or are not covered by the contractual warranty, the purchaser will be billed for them. CELDUC RELAIS may not be held for any failure of the equipment due to normal wear and tear, to incorrect assembly, to use non-compliant with the technical specifications or to a lack of maintenance or supervision. CELDUC RELAIS also disclaims all liability when changes are made to the equipment by the purchaser without CELDUC RELAIS's approval given in writing, and also in the event of any intervention on the equipment by a third party not approved by CELDUC RELAIS. Likewise, CELDUC RELAIS shall not be held liable for any defect originating in the product design where this was performed in accordance with the purchaser's drawings and studies. Nor shall it be liable for the choices of products and equipment made by the purchaser. If the purchaser requests an intervention under the warranty, and the warranty applies, the warranty on the replacement products will be extended by period equal to the time between the request for the intervention under the warranty and the date of replacement.

### **ARTICLE 10 – COMPLAINTS – REPAIRS BY THE PURCHASER**

**10.1** In the event of a visible defect or the non-compliance of the product delivered with CELDUC RELAIS's order acknowledgment or the specifications agreed by the parties, and without prejudice to any measures taken with regard to the carrier, the purchaser must inform CELDUC RELAIS by registered letter with acknowledgment of receipt **within 3 days of delivery**, failing which its rights will lapse. After this, the purchaser will therefore no longer be able to make any complaint or claim to CELDUC RELAIS relating to the products and/or services provided.

**10.2** If a claim is made, the purchaser must provide evidence of the existence and extent of the damage, missing goods, defect or nonconformity observed. The purchaser must in this case return the products delivered or, if unable to do so, make them available for collection by CELDUC RELAIS and take all useful measures to keep them in the condition in which it received them.

If products are found to be missing from the order, CELDUC RELAIS undertakes to supply the purchaser with the missing items. It should be noted that responsibility for any nonconformity or visible defect linked to errors or omissions in the specifications will rest exclusively with the purchaser.

**10.3** The purchaser shall not intervene itself or cause any third party to intervene to repair any damage, defect or nonconformity found without the agreement of CELDUC RELAIS.

### **ARTICLE 11 – LIMITATION OF LIABILITY**

**11.1** In the event of missing goods, damage, nonconformity or loss attributable to CELDUC RELAIS, it undertakes, at its choice, to:

- either replace the products delivered itself, or to the place of delivery specified in the offer or order acknowledgment,
- or reimburse the purchaser for the products delivered.

**Payment of any damages for loss incurred by the purchaser due to missing goods, visible defects, nonconformity or loss, whatever its nature (property damage or economic loss, direct or consequential damage, business interruption, loss of enjoyment, etc.) is excluded.**

**11.2 This limitation of CELDUC RELAIS's liability as defined in this article will also apply to hidden defects for purchasers in the same trade.**

### **ARTICLE 12 – INVOICING - PRICES**

All invoices not challenged within eight days of receipt are deemed to be unreservedly accepted, both regarding the amount and the terms of payment. Prices invoiced are expressed in euros exclusive of VAT. Any tax, duty or other levy to be paid in application of French regulations or those of an importing country or country of transit is payable by the purchaser. Unless provided otherwise, transport costs and customs clearance charges are payable by the purchaser. Unless stipulated otherwise, the costs of packing for overland transport are included in the price, and the costs of packing for maritime or air transport will be the subject of a specific supplement.

### **ARTICLE 13 – TERMS OF PAYMENT**

Invoices are payable at the seller CELDUC RELAIS's head office. Payments by bank transfer must be made into the bank account whose details are given on the seller's invoice, **and into no other account**. If the purchaser receives notice of a change of account, it undertakes to seek confirmation (in writing and by telephone) from CELDUC RELAIS, which disclaims all liability in the event of fraud. Whatever the means of payment, invoices are payable within **30 days** of their issue date, unless specified otherwise in the acknowledgment.

In the event of payment by bill of exchange, the latter must be returned to CELDUC RELAIS 10 days before the due date. No discounts will be granted for early payment.

CELDUC RELAIS reserves the right demand a down payment of the purchaser or even full payment before execution of the order or before shipping if the purchaser has outstanding debts owing to CELDUC RELAIS or if there is a risk of insolvency (for example in the event of an insufficient guarantee given by CELDUC RELAIS's credit insurance). This will apply regardless of the terms of payment specified in the order acknowledgment.

### **ARTICLE 14 – LATE PAYMENT OR DEFAULT - COMPENSATION**

Any late payment will give rise, after a notice to pay has gone unheeded, to a penalty calculated by applying to the sums owed an interest rate equal to three times the legal interest rate in force on the missed due date. Interest will accrue from the payment date specified in the invoice until full payment is made to CELDUC RELAIS, it being specified that any month begun is due in full.

In the event of late payment, a fixed charge of €40 for recovery costs will also be payable.

Failure to pay any one invoice on its due date will lead to all as yet unpaid invoices becoming payable as well as to the suspension of all open orders with CELDUC RELAIS without prejudice to any other remedies. Likewise, any failure to pay on the contractual dates will lead to the irrevocable loss of the contractual warranty on the products supplied. Furthermore, any sums owed to CELDUC RELAIS may be set off, as of right, against sums owed to customers, even where the two payables are unconnected, subject to their being uncontested, liquid and enforceable.

### **ARTICLE 15 – RETENTION OF TITLE**

**CELDUC RELAIS will retain ownership of the products and equipment sold until payment is made of the full price, including the principal and any incidental costs.**

Within the meaning of this clause, a payment is understood to mean the actual cashing of the price by CELDUC RELAIS and not merely the submission of a bill of exchange or any other instrument creating an obligation to pay. Notwithstanding this retention of title clause, the risks relating to the products and equipment sold and supplied are transferred to the customer as soon as they are delivered. The customer therefore undertakes to take all the necessary care in keeping and preserving the equipment and to take out all appropriate insurance in this respect.

**If the equipment concerned by this retention of title clause were to be sold by the customer, CELDUC RELAIS's claim would be immediately and automatically transferred to the price paid for the equipment sold by the customer.**

In the event of any claim for total or partial non-payment, the equipment in stock will be deemed to correspond to the unpaid claims. Any down payments already made will be retained by CELDUC RELAIS by way of penalties. CELDUC RELAIS is hereby authorised by the customer to draw up an inventory and/or sequester any unpaid-for products held by it. The customer undertakes to inform any third party, in particular in the event of seizure, of the fact that the goods subject to retention of title belong to CELDUC RELAIS and to inform CELDUC RELAIS immediately of any seizure or similar operation.

### **ARTICLE 16 – PERSONAL DATA**

Information collected on the purchaser (if a physical person) is subject to computerised processing by CELDUC RELAIS and is indispensable to the processing of the order. This personal information and data are also kept for security purposes, in order to comply with legal and regulatory obligations. They are kept for as long as is necessary for the fulfilment of orders and any warranties that may apply. Pursuant to French data protection law (Law no 78-17 of 6 January 1978), the customer has a right of access, rectification, erasure and portability of the data concerning him/her, as well as a right to object to the processing on legitimate grounds, rights which he or she can exercise by contacting CELDUC RELAIS's Data Protection Officer at its postal address or at the following e-mail address: "rgpd@celduc.com", and enclosing proof of his or her identity.

### **ARTICLE 17 – APPLICABLE LANGUAGE**

The language applicable to the relations between CELDUC RELAIS and the purchaser is French.

If for any reason whatsoever, these terms and conditions or any contract document, catalogue, technical data sheet and, more generally, any document emanating from CELDUC RELAIS were to be translated into another language, the French version would be considered the authentic version in the event of any doubt.

### **ARTICLE 18 – APPLICABLE LAW**

All disputes arising between CELDUC RELAIS and the purchaser will be subject to French law.

In the case of the international sales of goods, the United Nations Convention of 11 April 1980 (Vienna Convention) is inapplicable.

### **ARTICLE 19 – NULLITY**

The nullity of one or more provisions of the CELDUC RELAIS terms and conditions of sale will not entail the nullity of the terms and conditions of sale as a whole.

### **ARTICLE 20 – JURISDICTION**

**All disputes between CELDUC RELAIS and the purchaser will be subject to the exclusive jurisdiction of the Commercial Court of SAINT ETIENNE (Loire-France), even in the case of multiple defendants or the introduction of third parties.**