

GENERAL TERMS AND CONDITIONS OF SALE

Last updated: 18 March 2020

! Please initial and sign this document and return it by post to

"ACTION EUROPE, 43 rue des Violettes, 68390 Sausheim - France" or by email to: commande@actioneurope.fr

Preamble

These General Terms and Conditions of Sale ("GTCS") form the sole basis for the commercial relationship between the company ACTION EUROPE and its customers. They set out the conditions under which ACTION EUROPE (the "Vendor") supplies its "customers", at their request by direct contact, telephone, post or email, the products and services it offers. ACTION EUROPE reserves the right to derogate from certain clauses in these GTCS after discussions with the Customer.

GENERAL

The customer's acceptance of our tenders implies, as an immediate consequence, that the customer accepts these GTCS. Any provisions specified on our customers' purchase orders shall not cancel or modify our conditions, unless expressly agreed in writing.

The vendor reserves the right to amend these GTCS at any moment. The contract shall be deemed to have been confirmed only when an acknowledgement of the order has been dispatched by us. The vendor reserves the right to cancel or refuse an Order from, or provide a Quotation for, a customer with whom there is a dispute, with particular regard to payment of a previous order. Similarly, if, after an Order has been generated, the vendor has serious doubts about the customer's financial soundness and where insufficient collateral is offered, the vendor reserves the right to suspend its contractual obligations without losing its right to payment proportionate to the services already provided.

STUDIES - PROPOSALS

Our tenders are non-binding. Any verbal agreement and any information imparted shall only be binding on us when confirmed by us in writing. Where our customer poses a financial risk, we may, without explanation, cancel their order. All plans, diagrams and drawings provided in support of a quotation or fulfilment of an order shall remain our exclusive property. They may not be used, disseminated, reproduced or exploited, even partially, without our agreement in writing. - The validity period of our tenders is indicated on page I. Once this period has expired, the tender will be cancelled, or updated with the vendor's agreement; - the customer may ask the Vendor to modify the Quotation. Any such modifications must be expressly accepted by the vendor; - the customer agrees to enter into a commitment with the vendor on the basis of the Quotation and any subsequent modifications accepted by the vendor by any written means; - the vendor shall send an acknowledgement of receipt of the Order to the customer, which acknowledgement formalises the Parties' joint willingness to conclude the sale of the Product. This document essentially refers to the content of the Quotation and shall include: any modifications as agreed, an indicative deadline for fulfilment of the Order and the payment conditions.

PRICE

The prices established shall reflect the economic conditions prevailing on the day the Quotation is generated or the ongoing call to tender. Prices are subject to revision at the time of invoicing according to the legislation in force. Prices are given in euros (€), excluding taxes: where applicable, VAT will be added at the bottom of the final page. Any change in quantity will require a new tender.

Some products are custom-made by ACTION EUROPE: they therefore involve the vendor's careful consideration of the inherent characteristics of the customer's requirements. These characteristics are unique to each customer and will vary from Order to Order.

EARLY PAYMENT DISCOUNT

No discount will be given for early payment.

REBATES, DISCOUNTS AND REDUCTIONS

Where applicable, customers may be granted rebates, discounts or reductions depending on the number of Products ordered in one batch and in one place, or on the frequency of their orders or on the length of the commercial relationship between the customer and the vendor. As rebates, discounts and reductions are granted by the vendor in agreement with the customer during their commercial negotiations, the customer may not claim the right to benefit automatically from a price reduction under these GTCS.

PAYMENT TERMS

Orders shall be paid for as follows:

- either by bank transfer;
- or by cheque made out to "Société ACTION EUROPE".

Payment terms are set out on page I of the quotation (insert - top right). Payment is generally to be made within 30 days of the invoice date.

In the case of a first order, a study or custom-made product, a 50% deposit may be requested.

LATE PAYMENT

Any delay in the payment of the sums owed by the customer beyond the deadline stipulated in this Article shall automatically lead to:
- the immediate payment of the sums owed, without prejudice to any further action that the vendor may rightfully take against the customer in this regard;
- late-payment penalties, calculated at an annual rate of 8% of the total amount including taxes of the Price due, to which the vendor shall automatically be entitled without the need for any formalities or prior formal notice. The statutory interest rate applied is that in force on the day the goods were delivered;
- a lump-sum recovery fee of 40 euros, without prior notice. Furthermore, upon presentation of supporting documents, the vendor reserves the right to request supplementary compensation from the customer where the actual recovery costs incurred exceed this amount.

TERMINATION CLAUSE

If, in the fifteen days following implementation of the "late payment" clause, the buyer has not paid the amounts due, the sale shall be terminated automatically and the company ACTION EUROPE may be entitled to damages.

PERFORMANCE

Work is performed in accordance with professional standards and in compliance with the statutory and regulatory provisions in force. (French Standards - UTE C 12-100, C 13-100, C 15-100).

DEADLINES AND DELIVERY

Delivery within 24/72hrs for mainland France once all items have been received on our premises. The delivery times given are as accurate as possible. They start from the day the order is finalised, if we have been provided with all the information required to fulfil the order. The delivery times are approximate. They reflect our capacity to supply, fulfil and ship. The planned delivery time may be extended, particularly by cases of force majeure such as fire, transport disruption, total or partial shut-down of our workshops or those of our main suppliers. Unless otherwise stated, no order may be cancelled or penalty imposed upon us in the event of a delay with the planned delivery time.

Under no circumstances can we be held responsible for items that are not in stock, and we cannot guarantee resupply. Delivery times are purely indicative and shall not be binding on us. Under no circumstances does delivery constitute a transfer of title: French Law No. 80335 of 12 May 1980.

All claims regarding the amounts of our invoices or statements must be submitted to us within ten days of their dispatch. Delivery is carried out as follows:

- by directly handing the goods over to the buyer;
- or by informing the buyer that the goods are available in our warehouse;
- or by using a transport company to ship the goods.

Delivery charges: Delivery charges include shipping and packaging costs. These costs are based on the specific shipment characteristics (method, type of packaging).

Delivery method: The choice of delivery method is based on the nature and weight of the shipment (number and weight of parcels or palettes), the destination country, and delivery type (standard or express).

AVAILABILITY

Where an item is unavailable for more than 15 days after the announced delivery date, you will be informed immediately of the estimated delivery time. A similar item may be offered to the customer to compensate for the unavailability of said item and a quote will be issued reflecting the difference in price between the two products.

RETURNS AND DAMAGE

No item can be returned without our prior consent. Our goods are shipped at the risk of the addressee, regardless of the shipping method. We recommend that you check the number of parcels, and the state and contents of your shipment systematically upon receipt. In the event of a dispute, please provide details of your concerns on the delivery note and confirm them within 48 hours by registered letter sent to the transporter's address. This is compulsory for any reimbursement or replacement of goods.

MODIFICATION AND CANCELLATION

Consumables: In compliance with Article L221-5 of the Code de la consommation (French consumer code), the Buyer has the right to withdraw, without giving a reason, within fourteen (14) days of receipt of the order. This right to withdraw can be exercised by contacting the Company as follows: by letter with acknowledgement of receipt sent to our head office in Sausheim (68), France. We would like to inform our Customers that in compliance with the provisions of Articles L 221-18 to L 221-28 of the Code de la consommation, this right to withdraw cannot be exercised for specific studies and custom-made items.

If this right is exercised within the aforementioned time-scale, the price of the product(s) purchased will be reimbursed, although the delivery charges and return charges shall be borne by the customer. Products must be returned in their original and complete condition (packaging,

accessories, documentation etc.); if possible, they must be accompanied by a copy of the proof of purchase.

Studies and custom-made products

Modification: Requests to modify an Order for a Product that the vendor has already started to manufacture cannot, under any circumstances, be considered by the vendor.

Requests to modify an Order for a Product that the vendor has not started to manufacture may be considered by the vendor, at no extra cost to the customer, subject to the price of the new modified Product. Where a customer modifies their Order, the deadlines for fulfilment of said Order shall be recalculated from the date upon which this modification is validated by the vendor.

Cancellation: Requests to cancel an Order for a Product that the vendor has already started to manufacture may only be considered by the vendor subject to payment by the customer of part of the price due, and corresponding to the Order's start date. Requests to cancel an Order for a Product that the vendor has not started to manufacture may be considered by the vendor, at no cost to the customer.

GUARANTEES

The performance of the installations is guaranteed for one year after commissioning or after being made available in our workshops. Equipment guarantees are those provided by the manufacturer. Commissioning of the equipment shall serve as provisional acceptance. The guarantee is limited to replacement or repair of the parts deemed defective. The guarantee does not apply to replacement or repair resulting from normal wear and tear or from an accident arising from negligence, lack of inspection or maintenance, or incorrect use. Repairs carried out or replacements provided during the guarantee period shall not extend the guarantee period. Any extension of the guarantee shall be the subject of an additional service offer.

The company ACTION EUROPE cannot be held liable, directly or indirectly, for any material and physical consequences that our equipment may cause.

RETENTION OF TITLE (FRENCH LAW OF 12 MAY 1980)

The goods listed and described in this quote shall remain the property of the vendor until the customer has paid for them in full, notwithstanding the acceptance of any commercial bills. The customer may not dispose of the goods in any way until this condition has been fulfilled. In the meantime, the goods must remain individually stored in the Customer's warehouses or workshops. The risk of loss or destruction shall be borne by the Customer.

FORCE MAJEURE

The company ACTION EUROPE shall not be held responsible if the non-performance or delayed performance of one of its obligations set out in these GTCS is the result of a case of force majeure. As such, force majeure shall be defined as any external, unforeseeable or irresistible event within the meaning of Article 1148 of the Code civil (French civil code).

INTELLECTUAL PROPERTY RIGHTS

Brand names, domain names, products, software, images, videos, texts or more generally any information subject to intellectual property rights are, and shall remain, the exclusive property of the vendor. No intellectual property rights shall be assigned by these GTCS. Any reproduction, in whole or in part, modification or use of these assets for whatever reason is strictly forbidden.

PROTECTION OF PERSONAL DATA

ACTION EUROPE respects the privacy of its customers and agrees that all information gathered during exchanges, the issue of quotations and invoices and any other exchanges that allows the customer to be identified shall be regarded as confidential information. These data shall not be disseminated to, sold to, or exchanged with third parties. This information is useful to us for the following purposes: commercial customisation, contact, invoicing, delivery, customer satisfaction surveys, communication in disputes, assistance and advice (after-sales service, product/service selection), processing requests and orders.

In accordance with French Law No. 78-17 of 6 January 1978 on information technology, files and civil liberties, as amended by French Law No. 2004-801 of 6 August 2004 and European Regulation No. 2016/679, the Customer has the right to access, correct and delete data relating to them and the right to object to the use of said data for legitimate reasons. These rights can be exercised by contacting the data controller at the following postal address: ACTION EUROPE, 43 rue des Violettes, 68390 Sausheim, France or by email to info@actioneurope.fr. (please provide valid proof of identity in your communication).

DISPUTES - JURISDICTION

In the event of a dispute, our exclusive place of jurisdiction shall be Mulhouse, despite any clause to the contrary which may appear on our co-contracting party's headed paper, even in cases of multiple defendants or guarantee claims. Our methods of payment, or even our acceptance of payment, shall not trigger the novation of or derogation from this clause of exclusive jurisdiction and payment.