

TERMS AND CONDITIONS OF SALES - PROLUTECH EUROPE

1. GENERAL PROVISIONS

1.1 The purpose of these General Terms and Conditions of Sale is to define the conditions under which the PROLUTECH EUROPE company contracts with professional buyers via the company's website, by direct contact or via a paper medium. They apply without restrictions or reservations to all sales concluded by the seller with the buyers, whatever clauses may appear on the buyer's documents, and in particular its general conditions of purchase.

1.2 Any order for Products implies acceptance of these General Terms and Conditions of Sale and of the general conditions of use of the Seller's website for electronic orders, subject to special conditions accepted in writing.

1.3 The Seller shall only be bound by the commitments expressly stated in the quotation or offer during the period of validity of the proposal. In the absence of any indication of duration, the offer is only valid for 30 days from the date of issue.

1.4 The supply includes only the material specified in the quotation, offer or order acknowledgement.

2. ORDERS

2.1 The Products are supplied at the prices in force appearing in the Seller's catalog or on the quotation, on the day the order is recorded by the Seller. The prices are expressed in Euros, exclusive of tax and including all taxes.

2.2 Prices do not include transport and delivery costs, which are invoiced in addition, under the conditions indicated on the quotation and calculated according to the delivery address.

2.3 The sales are perfect only after express written acceptance of the customer's order by the seller who will in particular ensure the availability of the requested products, materialized by an acknowledgement of receipt of the order.

2.4 Any order signed by the buyer is a firm and final commitment on his part. Any request for modification made by the buyer is subject to acceptance by the seller.

2.5 In case of cancellation of the order by the customer, the deposit will remain acquired by the seller. In the case, or the deposit would not have been paid, an indemnity equal to 1/3 of the amount of the order would be due by the customer.

2.6 The seller undertakes to deliver a product that conforms to that ordered. He may nevertheless make changes to the product ordered due to technical developments.

3. PRODUCTS

3.1 The buyer may, prior to his order, acquaint himself with the essential characteristics of the products he wishes to order by consulting the pre-contractual information communicated to him by the seller prior to any order, possibly by means of a product catalog or the company's website.

3.2 The information contained in the catalogs or advertising documents is given for information purposes only, and shall not be binding on the seller.

4. DELIVERY

4.1 Unless otherwise stipulated, delivery times are given as an indication, and do not begin to run until the receipt of the deposit provided for in the order. They are respected as far as possible, but depend on the possibilities of supply and the order of arrival of orders. Possible delays can in no case justify the cancellation of the order, a claim for damages or the application of late penalties.

4.2 The seller shall be entitled to make complete or partial deliveries.

4.3 The delivery of the supplies is made at the risks and dangers of the purchaser, who will make his business of their control, as well as any steps or reserves with the carrier even if the delivery was made free of charge.

4.4 The transport prices indicated in the price list and in the offers of the seller are, unless otherwise indicated, for products shipped from the head office of PROLUTECH EUROPE, in Alby sur Chéran.

4.5 The shipping costs remain the responsibility of the buyer.

5. TERMS OF PAYMENT

5.1 Unless otherwise agreed between the parties, a cash payment before shipment will be required for the first order. For subsequent orders, a deposit corresponding to 30% of the total purchase price of the Products is required when the order is placed. The balance of the price is payable in cash, on the day of delivery.

5.2 The price is payable by bank transfer.

5.3 The seller is not obliged to deliver the products ordered by the buyer if the latter does not pay the price under the conditions and according to the methods indicated above.

5.4 Terms of payment cannot be delayed under any pretext whatsoever. Any amount not paid on the due date will automatically lead to the application of penalties of three times the legal interest rate on the day following the due date. Late penalties are payable without the need for a reminder. A fixed indemnity of 40 euros is also due for collection costs. In the event that the collection costs incurred are higher than this lump sum, the seller reserves the right to ask for an additional indemnity on justification.

5.5 The seller reserves the right, when the agreed price is not paid on the due date, either to request the execution of the sale under the conditions indicated above, or to cancel the contract by simple registered letter with acknowledgement of receipt and to keep, as compensation, the deposit paid with the order. In the case, or the deposit would not have been paid, an indemnity equal to 1/3 of the amount of the order would be due by the customer.

Head office :

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6. OWNERSHIP OF MATERIALS AND RISK TRANSFER

6.1 **The transfer of ownership of the delivered material will only take place after full payment of the stipulated price.**

6.2 The purchaser undertakes, as long as the property is not transferred to him, to take all the precautions useful for the good conservation of the products. In the event of deterioration, an indemnity corresponding to the cost of restoring the goods (material + labor) must be paid by the buyer when the seller takes back the equipment.

6.3 The buyer shall refrain from reselling or transforming the goods sold as long as he has not fully paid the price.

6.4 However, the purchaser will insure the risks in his capacity as custodian from the moment the products are handed over to the carrier.

7. EXCEPTIONAL EVENTS

In the event of exceptional external events beyond the company's control (pandemic, civil war, health crisis, etc.), additional fees may be applied. A lump-sum cost may then be charged to compensate for the provision of specific materials, exceptional delivery costs, compensatory management fees, etc.

8. DISCOUNTS AND REFUNDS

8.1 The purchaser will be able to benefit, when there are any, of the discounts and rebates appearing at the tariffs of the salesman, according to the acquired quantities.

9. GUARANTEE

9.1 Some of Seller's products, other than AIRSTAR products, are also covered by warranties under the conditions set forth below. Seller shall inform Buyer at the time of order.

9.2 For the supply of second-hand equipment a specific guarantee will be applied and specified within the commercial conditions. If necessary, the following provisions also apply to this guarantee.

9.3 Warranty is excluded in the event of misuse, in particular in the event of negligence, incorrect connection, non-observance of operating and maintenance instructions, commissioning, abnormal use resulting in particular from mechanical or electrical overload. It also does not apply in the case of damage or accidents due to impact, falls, lack of supervision or maintenance. Finally, it does not cover cases of normal wear and tear of the Product.

9.4 The warranty does not cover defects resulting from materials supplied by the customer, incidents due to fortuitous events, force majeure or any other cause other than the seller could not reasonably foresee, or whose effects it could not prevent.

9.5 The warranty shall lapse if the customer makes changes to the supply or has repairs or reconditioning of the material supplied carried out by third parties, unless the seller has expressly agreed to this.

9.6 The repair or replacement of defective Products or parts will not have the effect of extending the duration of the warranty set forth above.

9.7 In order to assert its rights, the buyer must, under penalty of forfeiture of any action relating thereto, inform the seller of the existence of the defects within a maximum period of one month from their discovery.

9.8 The seller's warranty is strictly limited to the repair or replacement, in its workshops, of parts found to be defective and to the labor costs required to repair the equipment.

9.9 The cost of transport for the return of the material to the seller's premises is the responsibility of the buyer. The cost of transporting the equipment back to the seller's premises is at the buyer's expense. The cost of returning the equipment after repair to the buyer's premises is 100% at the buyer's expense.

9.10 In the course of the work, the seller reserves the right to modify the devices of the supply if necessary. The parts replaced free of charge become the property of the seller.

9.11 Normal maintenance of the installation is not included in the warranty and is covered by a special contract.

10. VARIOUS

10.1 The studies, projects and documents of any nature given or sent by the seller remain his entire property.

11. CONTESTATIONS

11.1 **Any dispute relating to the execution of the contract is under the jurisdiction of the Commercial Court of ANNECY.** Our acceptance of order or payment does not constitute a novation or a derogation to this jurisdiction clause.

12. BUYER'S ACCEPTANCE

The present General Terms and Conditions of Sale, as well as the rates and scales concerning discounts, rebates and rebates, are expressly approved and accepted by the purchaser, who declares and acknowledges having perfect knowledge of them, and therefore waives the right to rely on any contradictory document and, in particular, its own general terms and conditions of purchase.

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