



General Terms and conditions of sale (Nov 2023)

Our sales are governed by these general terms and conditions of sale. They constitute the only basis of the commercial relationship between the Parties, in accordance with article L.441-1 of the Commercial Code. Unless our Company expressly agrees thereto in writing, no particular term and condition supersedes these general terms and conditions (GTC). Therefore, unless otherwise specified, any contrary term or condition invoked by the purchaser shall not be enforceable vis-à-vis our Company regardless of the time at which it became aware thereof. The fact that our Company does not, at a particular time, invoke any of these GTC shall not be construed as a waiver of its right to do so subsequently. These General Terms and Conditions govern the sale of our products, as well as manufacturing type services, quality control, technical development (list not exhaustive). Any order implies the purchaser's unconditional acceptance of these General Terms and Conditions.

Article 1 – Orders

Orders placed with our company, either directly or through any of our representatives or employees, are definitive only upon our Company's express confirmation in writing. An acknowledgement of receipt of a purchase order shall not be deemed to be a firm and definitive acceptance of the order; and a lack of response to a purchase order shall not be deemed to be our Company's implicit acceptance of the purchase order.

The Company considers a purchaser's request to modify or cancel an order at its sole discretion, if such is within its possibilities and only if it receives the request prior to shipment of the products.

Article 2 – Delivery

Delivery is made by a handover of the products to a carrier or by a notice that the products are available to be picked up. Unless otherwise expressly agreed, the products in stock are delivered within 15 business days following receipt of the order.

This deadline does not constitute a binding commitment, and our Company disclaims any and all liability vis-à-vis the purchaser in the event of late delivery.

Except in the event of a fortuitous accident or *force majeure* as defined in article 7 herein, or unless the purchaser is at fault, the purchaser may request cancellation of the sale under the conditions specified in article 7 herein, for a late delivery exceeding 30 business days. The purchaser will be refunded the installments he has already paid.

In the event of successive deliveries, a defective or insufficient delivery has no impact on the other deliveries.

Article 3 – Transport – transfer of risks

3.1 Unless otherwise stipulated with the purchaser, the products are shipped in metropolitan France « CPT – Carriage Paid to » and outside of metropolitan France, « EXW - Ex-work » pursuant to INCOTERMS 2020 of the International Chamber of Commerce.

Unless the parties expressly agree otherwise, the delivered products always travel at the purchaser's risks and peril, regardless of the conditions of the sale, their mode of transport, the arrangements for their shipping, and

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their destination (France or other countries). The transfer of risks of loss and damage occurs upon departure of the products from our factories regardless of the date on which they are delivered.

3.2 In the event of damaged or missing products, it is up to the purchaser alone to protect his rights vis-à-vis the carrier, make any necessary findings, confirm his reservations to the carrier by registered letter within two days following receipt of the products, and exercise recourse against the carrier, in accordance with articles 105 et seq. of the Commercial Code.

3.3 The purchaser shall take possession of the products at his expense, promptly upon their arrival at the place of destination, by any suitable means.

Article 4 – Reservation of ownership

4.1 Unless otherwise expressly agreed, the products that are sold remain our property until their price and the price of any ancillary items are fully paid, regardless of the date of their delivery. A failure to make any payment by the due date may entail cancellation of the sale under the conditions specified in article 9 herein, and repossession of the products sold. The purchaser shall then return them at his expense. If he fails to do so immediately, an order rendered by the Presiding Judge of the Commercial Court on motion will be sufficient to obtain that return, with the cost thereof being charged to the purchaser based on an estimate. The Company will retain any installments that were paid as a fixed indemnification, without prejudice to its right to take any other actions against the purchaser to which it is entitled in that regard.

4.2. These provisions do not prevent the transfer to the purchaser of the risks of loss and deterioration of the products sold, as well as any damage they might cause upon their departure from our factories, in accordance with article 3 herein. Therefore, the purchaser shall pay the price of any products that might disappear, whether such disappearance is accidental or not. The purchaser shall ensure that the products can always be identified. He is prohibited from unpacking products, or removing labels from products, that physically exist in his stocks and are not yet paid for.

Article 5 – Quotation, price and conditions of payment

5.1 Unless otherwise specified in the quotations that appear below the articles offered for sale, the prices quoted are in effect for 30 days -- unless the articles have been sold in the meantime.

5.2 The minimum billing for orders is € 250 (or US\$ 300) per ordered reference. For any billing under € 250 (or US\$ 300), the difference will be billed as administrative costs.

5.3 The prices billed are those indicated in the quotation or the acknowledgement of receipt of the purchase order. Our prices are increased by the taxes or duties that we will owe by virtue of the sale and as a function of the type of products.

5.4 The invoices are payable at our head office within 30 days from the end of the month running from the date of the invoice.

5.5 Any payment after the deadline specified herein and after the due date indicated in the invoice may automatically -- without notice and without prejudice to the right to claim any damages -- entail:

- The payability of default interest on the price appearing in the invoice, calculated at 3 times the French legal interest rate on that amount including the VAT.
- The payment of a fixed indemnification of € 40 for the collection cost, with the Company reserving the right to demand supplementary indemnification from the purchaser, upon presentation of documentation that the collection cost actually incurred exceeds that amount.
- The right to suspend or cancel deliveries that are underway, without prejudice to application of the reservation of ownership clause.

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5.6 In the event of payment by a bill of exchange, a failure to return the bill will be deemed a refusal to accept it similar to a default in payment. Moreover, when the payment is made by installments, a failure to pay a single installment will result in immediate payability of the entire debt, without notice.

5.7 If the purchaser's economic and financial situation raises justified concerns, the Company reserves the right to change the conditions of payment for orders underway, by requiring guarantees or a payment in cash before delivery.

Article 6 – Warranty, conditions for use of products

6.1 The Company's warranty is strictly limited to replacement of products that are in their original packaging and might be deemed not in conformity with their specifications. In the event of delivery to a distributor, the Company disclaims any and all liability if the packaging's safety capsule has been broken.

6.2 Any return of a product must be expressly agreed to between our Company and the purchaser. Any product that is returned without such an agreement will be at the purchaser's disposal without the issuance of a credit. Any exchange or take-back of a product shall occur within one month after delivery.

6.3 The purchaser's failure to express reservations upon receipt of the merchandise precludes any claim for visible defects. In order for a claim to be considered, we must receive it in writing within 10 days following receipt of the merchandise and before any use or disposal thereof. Merchandise acknowledged to be defective is taken back or exchanged at our discretion, to the exclusion of payment of any damages. .

Article 7 – Force majeure

The Parties shall not be held liable for non-execution or belated execution of any of their obligations as specified herein, if such is due to a fortuitous event or a situation of *force majeure*.

The Parties expressly agree that fires, flooding, machinery breakdowns, epidemics, wars, riots, strikes, lockouts, administrative decisions, difficulties in the supply of raw materials or energy, manufacturing incidents, disrupted transportation or any other event that makes continuation of the manufacturing or delivery of the merchandise impossible or much too costly, constitute fortuitous events or situations of *force majeure*.

The Party that experiences the event must promptly advise the other Party that it is impossible for it to carry out its contractual obligations. Under no circumstance shall the suspension of obligations constitute a ground of liability for a failure to execute the obligation in question or entail the payment of damages or penalties for late performance.

Execution of the obligation involved is suspended for the time during which the event of *force majeure* lasts, if such is temporary. Therefore, as soon as the cause suspending their reciprocal obligations disappears, the Parties shall extend every effort to resume normal execution of their contractual obligations as soon as possible.

If the impairment is definitive, this contract will unconditionally become null and void 15 days after receipt of a notice given by registered letter specifying the intention to invoke this clause.

If the impairment, whether temporary or definitive, is only partial, the other Party may refuse partial execution of the order.

Article 8 – Unforeseeable circumstances

These GTC expressly exclude the statutory regime applicable to unforeseeable circumstances specified in article 1195 of the Civil Code. Therefore, the Parties waive the right to invoke these provisions and commit to assume their obligations even if the contractual equilibrium is affected by circumstances that were unpredictable at the

time of conclusion of the sale, even though their execution would be much too costly, and to bear all of the economic and financial consequences thereof.

Article 9 - Rescission of the contract

In the event of a failure to make payment under the conditions specified in article 5 hereinabove, or a failure to deliver under the conditions specified in article 2 hereinabove, this contract will automatically be rescinded in favor of the other Party without prejudice to its right to claim the payment of damages by the other party. The rescission will take effect 8 days after a notice to rectify the situation has gone entirely or partially unheeded. Said notice must be sent by registered letter and must state the intention to invoke this clause.

Article 10 – Personal data

Our Company collects and retains the personal data transmitted by its customers/prospects in a secure way thanks to computer and physical security measures. The data are stored in files to which only those of our employees who are authorized to process them by virtue of their functions have access. In contacting our company, the prospects and customers authorize us to register their email addresses, surnames and given names, and information regarding the requested products or services. These data are used to send quotations, information and updates related to orders, as well as occasional information regarding our company's products. They may be transmitted to our Company's possible partners that are responsible for execution, processing, management and payment of orders. In carrying out their services, these third parties have a limited access to the data and are obligated to use them in compliance with the legislation applicable to personal data protection. Apart from the aforesaid situations, we are prohibited from selling, renting, transferring or giving third parties access to the data without the prior consent of the person involved, unless such is required for a legitimate reason. If there is a good reason to transfer the data outside of the EU, the purchaser will be advised thereof, as well as of the measures taken to secure his data.

The persons involved have the right to access, rectify, delete and transfer their data, as well as the right to oppose the processing of their data for a legitimate reason, which rights they may exercise by contacting the processing data officer at the following address: info@fcifr.com.

The persons involved may also submit a claim to the National Commission for Computerized Data Processing and Individual Rights.

Our Company advises the persons involved of any flaw in security and the measures taken to rectify it within 30 days of its occurrence. Personal data processed for the aforesaid purposes are retained for a duration that complies with the statutes of limitation governing our business in France.

Article 11 - Jurisdiction and applicable law

In the event of differences in construing the French version and the English version, the French version of these general terms and conditions of sale shall prevail.

Any dispute related to this contract shall be submitted exclusively to the Commercial Court of LE HAVRE.

French law will apply.