

Article 1. Definitions

1.1 Company, Supplier or Eurofeu: means Eurofeu, registered under the number Chartres RCS (Trade and Companies Register) 308 961 473. Where appropriate, the term "Company" or "Supplier" shall also mean any entity of the Eurofeu Group.

1.2 Equipment, Merchandise, Material: means, individually or collectively, fire and safety equipment, in the broadest sense of the term (including its accessories), accompanied, as the case may be, by the ancillary services associated with its equipment.

Article 2. Purpose and validity

2.1 Any commercial transaction with our Company is hereby governed by these Conditions, by which the parties expressly declare that they wish to make their law. Any order or price quotation acceptance made through its authorized collaborators, is presumed accepted by our Company subject to denunciation on its part, by registered letter with acknowledgement of receipt, within two weeks.

2.2 These General Conditions constitute, in accordance with Article L 441-6 of the Commercial Code, the basis of the commercial relationship between the parties. They are intended to define the conditions under which the Company provides to the Professional Customers who request it, by whatever means, the Equipment, Materials and Goods. **They apply without restriction or reservation to any contract concluded by the Company with its Customers**, whatever the clauses that may appear on the Customer's documents, and in particular its general conditions of purchase. In accordance with the regulations in force, these General Conditions are systematically given for each order and to any Customer who requests them. The information contained in the Company's catalogues, brochures and prices is given for information only and is subject to revision at any time. Eurofeu has the right to make any modifications it deems useful, in particular due to changes in standards, techniques or economic conditions. The invalidity of one of the provisions of the General Conditions does not call into question the validity of these general conditions. The fact that the Company does not avail itself at a given moment of any of the clauses of the general conditions cannot be interpreted as a waiver of the right to use them later.

Article 3. Delivery time

The delivery time is fixed in the prior offer and/or in the order confirmation. At its expiration, if the Equipment has not been delivered or the service rendered, the Customer may put the Company on notice, by registered letter with acknowledgement of receipt, to fulfil its commitment. Failing to do this, as in the case of no response, after a new period of fifteen days, the Customer may request the cancellation of the sale with refund of the amount initially paid. In the absence of the stipulated time, our Company will try to accommodate the customer as soon as possible, according to its stock, supply and distribution possibilities. In this case, the notice of the Customer cannot produce effect until the expiry of a period of three months from the date of the order.

Article 4. Shipping - Transportation - Receipt of Goods

Unless otherwise indicated, the Goods will be considered as sold Ex-Works Senonches (28, France) according to the Incoterms and ICC 2010 rules: all equipment, appliances, spare parts and more generally, all delivered supplies travel at the Customer's risk, whatever the mode of transport or the payment methods of transport. The customer must be insured for the equipment acquired from the moment it leaves the factory. The Supplier reserves the right to ask the customer to provide evidence of this. It is the responsibility of the Customer, in case of damage or loss, to make any restriction written on the way bill on the arrival of the Materials and to confirm its restriction by an extrajudicial document or Registered Letter with acknowledgement of receipt to the carrier within three (3) days of receipt, in accordance with Article L133-3 of the French Commercial Code. The mention "subject to unpacking" has no value with regard to the carrier and cannot be admitted as a restriction. The Customer must keep the disputed material, under the best conditions, until the appraisal that may be required by the carrier's insurer. The Customer or the consignee must make known before the expedition whether he wishes to carry out an audit on the removal of the Materials in the warehouses or factories of the Company. Unless previously agreed otherwise, the shipping order will be considered as a formal and definitive approval of the choice of the carrier or the means of transport, no objection can be made afterwards by the Customer to Eurofeu. In case of impossibility to receive the Materials due to the Customer or the recipient, the Customer will be responsible for a holding location and will bear the full costs. In addition, he/she will be responsible for, among other things, the costs related to the postponement of the teams' intervention, the loss of installation days (billing per day, flat rate), the rental of tools or equipment, new transport. Any complaint concerning the delivery of the Materials must reach Eurofeu within three (3) days of receipt and before the start of implementation of the service. After this period, the delivery will be considered in accordance with the order and will be worth recognition of the absence of apparent defects.

Article 5. Price guarantee

The price of the goods or services is what is indicated in the offer or the accepted order during its validity period. It is stipulated EXW Senonches (28, France)/Ex-works. Otherwise, the price charged will be our Company's rate in force on the day of the order. The price guarantee granted by our Company is three months from the date of the firm and final order. If the delivery does not occur during this period, without the fault of the Customer, the said guarantee will be extended until the goods ordered are placed at the customer's disposal or the agreed services are performed. In case of postponement of delivery due to the Customer, our Company reserves the right to apply the tariff in force on the day when the actual delivery will take place, whatever the date. The price is always stipulated from stock, unpackaged goods. All incidental expenses, such as packaging, transport, customs, insurance and other rights that affect the sale, are the responsibility of the customer who undertakes to pay at the same time, or at the first request by our company.

Article 6. Billing - Terms of payment

6.1 Billing: In accordance with the French Commercial Code, all invoices are issued as soon as the delivery or service is completed. In the event that the Customer has chosen electronic invoicing and in accordance with the implementing decree 2003-659 dated 18 July 2003 which follows EC Directive 1999/93 and 2001/115/EC of the European Parliament, and in application of the Article 289 bis of the General Tax Code, invoices issued by Eurofeu to the Customer will be in electronic format. The option for electronic invoicing can be revoked at any time by the Customer in the portal made available by the Company, and invoices in paper format can be requested. The Customer recognizes electronic invoices as original documents from a tax point of view, and acknowledges having been informed of the archiving conditions of electronic invoices. By opting for electronic invoicing, the Customer benefits from free online archiving of supplier invoices for one (1) year.

6.2 Payment period: The Supplier will be entitled to define a minimum billing amount. All invoices are payable, in cash and in full, at the Supplier's head office, without discount. In accordance with the provisions of the French Commercial Code, the period agreed between the parties to pay the amounts due may not exceed 45 days end of month or 60 days from the date of issue of the invoice. Any clause or application tending to fix or to obtain a payment period exceeding the maximum period may be considered as abusive and is liable in particular to a civil fine. In the case of payment by drafts, these must be returned to the Company within a maximum of eight (8) days.

6.3 Late payment: The refusal to accept the drafts or the failure to pay a single invoice at an agreed date shall immediately render the entire amount of the debt due at presentation of the first formal notice. By express agreement, failure to pay by the due date entails:

- The immediate payability of all sums remaining due regardless of the method of payment provided.
- The application of late interest equal to the latest refinancing rate of the European Central Bank plus ten percentage points, which automatically runs from the settlement date indicated on the invoice or the expiry of an unpaid note or bill, even in the absence of a protest or notice by bailiff or by registered letter.
- The application of a fixed compensation of 40 € in accordance with Article D 441-5 and D 441-6 of the French Commercial Code and Decree 2012-115 of 2 October 2012.
- The option for the Supplier to suspend its services and deliveries, as well as the forfeiture of the guarantee on the unpaid Materials or services.
- the claim for any outstanding fees and court fees.

6.4 Modification of the financial situation of the customer: In the event of any deterioration of the financial situation of the Customer, at any time, by financial information and/or confirmed by late payment, the Supplier reserves the right to:

- Request from the Customer a good and solvent guarantee for the price of the Materials with or without installation made or ordered and, failing that, to terminate the contract.
- Declare the lapse of the term and the immediate payment of the sums still due.
- Suspend deliveries or any service.

6.5 Opening and maintaining an account, financial situation: The Supplier reserves the right to subordinate the opening and maintenance of an account conditional upon obtaining from the Customer accounting, financial and legal documents and, where appropriate, guarantees. The Supplier reserves the right to demand full or partial payment at the time of placing the order if the financial situation of the Customer so justifies. The Supplier considers the acceptance of this article as one of the essential and determining conditions of its engagement in the absence of which it would not have entered into a contract.

6.6 Retention of title: The transfer of ownership of the Goods delivered is deferred until full payment of the corresponding price. Our Company therefore expressly reserves the right to take back the material held by the Customer in case it remains in default with us.

Article 7. Intellectual Property - Ownership of Documents - Confidentiality

Eurofeu retains all the intellectual property rights on its Materials, even in case of order on specifications. All plans, drawings, diagrams and in general all documents relating to the design, construction, as well as any technical or commercial information provided in connection with the execution of a contract with a Customer remain the property of the Company, which holds the know-how and the corresponding intellectual property rights; they cannot be reproduced or communicated to third parties without the prior written agreement of Eurofeu. The technical documentation is delivered to the Customer only as a loan for use.

In general, the Customer acknowledges that all information, whatever it may be concerning Eurofeu, is confidential and communicated to it only in the framework of the execution of a contract and for the sole purpose of enabling it to make a decision. However, there is no obligation of confidentiality for the information which is part of the public domain at the time of conclusion of the contract or already known lawfully by the Customer.

Article 8. Warranty

8.1 New equipment: Our company guarantees the new equipment, sold by its collaborators, for a period of one year, apart from the Eurofeu fire extinguishers which have a warranty of 2 years, and the equipment holding a particular warranty specification specified by contract, and this from the date of its reception or installation if it is carried out by it, and this against any hidden defect resulting from a material, design or manufacturing defect affecting the delivered products and rendering them unfit for use. The warranty forms an inseparable whole with the Product sold by the Supplier. The Product may not be sold or resold altered, processed or modified. This warranty is limited to the replacement of defective parts and includes the cost of labor and travel. This warranty is only granted on the express condition that the defective material is always sealed with the original lead. The defect found must be immediately reported by registered letter with acknowledgement of receipt, addressed to the headquarters of our company. Outside intervention to the technicians of our Company will automatically lose the benefit of this warranty. We are not

responsible for improper use of our products with regard to their characteristics. Any warranty is excluded in case of misuse, negligence or lack of maintenance on the part of the Customer, as in case of normal wear of the Product or force majeure. In order to assert its rights, the customer shall, under penalty of forfeiture of any action relating thereto, inform the Supplier, in writing, of the existence of the defects within a maximum period of fifteen (15) days from their discovery. The replacement of the defective Products or parts will not have the effect of extending the duration of the above warranty. Lastly, the Warranty cannot intervene if the Products have been used abnormally, or have been used in conditions different from those for which they were manufactured, in particular in case of non-compliance with the conditions prescribed in the instructions for use. This does not apply to the case of deterioration or accident resulting from shock, fall, negligence, lack of supervision or maintenance, or in the case of transformation of the Product.

8.2 Plans: In accordance with standard NF 318, the Company also guarantees NF certified plans for a period of five (5) years from the date of receipt or installation if it is carried out by it, and in particular against any defect in material or construction.

Article 9. Liability

9.1 Eurofeu will in no way be held liable for damages that have an origin outside of its business, as well as indirect or immaterial material damage (consecutive or non-consecutive) and, in particular, damages of a commercial or financial nature such as loss of profits, production losses, loss of contracts. The Customer and its insurers waive any action against the Company and its insurers for damages excluded by these General Conditions or by the contract concluded with the Customer.

9.2 The extinguishers or the Miscellaneous Equipment sold and/or maintained by our Company, are not placed under its supervision, but in the exclusive custody and therefore, at the risks and dangers of the user in the case where this one would not be strictly in accordance with the instructions given to it concerning the method of use, conservation, protection and periodic maintenance of the said device.

The responsibility of our Company is not presumed. It may only be sought and/or engaged in any capacity whatsoever if it is duly proven that the material in question was used correctly and in a timely manner, that it was kept, checked and maintained in accordance with its own recommendations. A causal link must also be shown between the non-function or the malfunction of the equipment and the resulting damage, that is to say those which an expert can say with certainty that it would not have occurred or would have been less if this material had normally worked when used in a timely manner. It is expressly agreed that the liability of our Company will be limited, for all the damage suffered, to the value of the devices, supplies or services at the origin of the service.

9.3 In case of malfunctioning or non-functioning that has caused or aggravated damages of any kind, the Customer must, under penalty of forfeiture of its rights, notify our Company as soon as he/she is aware of the damages, and **no later than 48 hours** by registered letter with acknowledgement of receipt. No intervention must be undertaken on the defective device that must be immediately placed under seal by a bailiff and sent for appraisal to the CNPP test station with all restrictions.

9.4 In any case, these contractual provisions do not have the effect of eliminating or reducing for our company the obligation, arising from legal provisions of public order, to repair certain bodily or material damages of which recognized cause would be the defect or the hidden defect of the object sold.

Article 10. Hardship

In case of unforeseeable circumstances change at the conclusion of the contract, in accordance with the provisions of Article 1195 of the Civil Code, the Party that has not accepted to assume an excessively costly execution risk may request a renegotiation of the contract. to his co-contractor

Article 11. Force majeure

Except as provided in the "Liability" section above, neither party to the contract shall be liable for delay or failure to perform any of its obligations under the contract, unless delay or failure is the direct or indirect effect of a case of force majeure. By express agreement, the following cases constitute a case of force majeure:

- Occurrence of a natural disaster, earthquake, storm, fire, flood;
- Armed conflict, attacks;
- Labor dispute, total or partial strike at Supplier or Customer; suppliers, service providers, carriers, posts, utilities,
- Imperative injunction of the public authorities (in particular import prohibition, embargo);
- Operating accidents, machine breakdown, explosion.

Each party shall inform the other party, without delay, of the occurrence of a case of force majeure of which it became aware and which, in its opinion, is liable to affect the performance of the contract. The suspension of the obligations cannot in any case be a cause of liability for non-performance of the obligation in question, nor to induce the payment of damages and interests or penalties of delay. If the duration of the impediment exceeds 10 working days, the parties shall consult as soon as possible to examine in good faith the terms of termination or continuation of the contract. However, if said effects were to continue beyond three months after the date of their occurrence, the party affected by force majeure, could terminate the contract without compensation by registered letter with acknowledgement of receipt.

Article 12. Professional repositories

The Supplier undertakes to maintain the conformity of the Equipment with respect to REACH obligations only in the context of the uses defined by the equipment manufacturer.

Article 13. Resolution

13.1 The contract may be terminated under the conditions provided for in articles 1224 and following of the Civil Code. The Party suffering a default may, in the event of sufficiently serious breach of any obligations incumbent upon the other party, notify by registered letter with acknowledgement of receipt to the defaulting party, the breach of this resolution, thirty (30) days after sending a formal notice to execute has remained unsuccessful.

13.2 Common provisions: It is expressly agreed between the Parties that the debtor of an obligation to pay under the terms of the present agreement will be validly put in default by the mere chargeability of the obligation, in accordance with the provisions of article 1344 of the Civil Code. In any case, the injured party may claim damages and interest.

Article 14. Personal data:

14.1 Extent of Data Processing: The Supplier may be required to process personal data on behalf of the Customer in order to meet legal and regulatory obligations and, for processing and order tracking, after-sales service, marketing management and customer relations, recovery. The Supplier will process personal data which may be for example: Surname, first name, telephone, mail address, position, related to the Customer or to people concerned with the services provided by the Eurofeu group (visitors, service providers, delivery men, etc ...). The personal data may concern the individual correspondents of the Customer, visitors, suppliers, various stakeholders, etc. This data will be processed exclusively for the purposes indicated above and for a maximum period of 5 years after the expiry of the contract. In the event of a payment incident, it may be sent to a collection agency. Neither the Supplier nor the companies of the Eurofeu Group carry out any profiling of personal data.

14.2 Instructions, safety: The Supplier shall implement appropriate technical and organizational security measures in order to protect the Customer's personal data against accidental or unlawful destruction, against loss or alteration and against unauthorized disclosure or treatment contrary to the provisions of the data protection legislation. The Supplier shall comply with all reasonable and appropriate requests and instructions of the Customer allowing the latter to verify compliance with the data protection legislation. The Supplier ensures that employees who process personal data on their behalf are bound by an obligation of confidentiality covering all personal data processed in the context of their contractual relationship. The obligation of confidentiality persists even at the end of their contractual relationship.

14.3 Subcontracting Treatment: The Supplier may subcontract its activity and, therefore, the resulting data processing operations to a third party. In this case, the contract concluded with the subcontractor must expressly provide for the same obligations to the subcontractor as those imposed on the Supplier.

14.4 Notification of a "personal data breach": The Supplier shall promptly notify the Customer of any actual or potential violation of personal data processed under the contract.

14.5 Restitution or erasure of Personal Data: At the end of the contract, the Supplier undertakes to return any documents and media containing personal data or, at the Customer's request, to delete the personal data.

14.6 Provision of information on treatments: The Customer may at any time withdraw its consent for free and without justification, exercise its rights of access, rectification and deletion of data concerning it or obtain additional information on the personal data kept and processed by the Eurofeu group by contacting the Personal Data Protection Officer (DPO) at: dpo@eurofeu.fr or by registered letter with acknowledgement of receipt addressed to the Supplier: DPO Eurofeu Group, 12 rue Albert Rémy, 28250 Senonches. If you have any other type of complaint regarding the processing of your personal data, you can also contact the National Commission for Computing and Freedom.

Article 15. Anti-corruption

The Parties undertake to comply with French and international regulations relating to transparency and the fight against corruption. The Customer undertakes to carry out all due diligence with its own partners and to carry out its activities and execute the contract in the most compliant manner possible with the values and standards of the Supplier described in the Eurofeu's Code of Conduct which appears on www.eurofeu.fr. Likewise, the Client undertakes to comply with and require its co-contractors to comply with the said Code of Conduct and more generally, with all applicable laws and regulations as regards (i) the fight against corruption and bribery; (ii) export controls.

In case of breach of this article, the Supplier reserves the right to terminate the contract with immediate effect, without prejudice to other rights and remedies available to it under these general conditions or the law. The Customer will defend, guarantee and release the Supplier from all responsibility for claims, damages, losses, penalties, costs and expenses of any kind whatsoever resulting from a violation of the provisions of this article by the Customer and / or its own partners.

Article 16. Election of domicile - Jurisdiction - Miscellaneous provisions

For the execution of these general conditions, the parties designate their residence at the headquarters of their company or respective primary residence. Any disputes that may arise from the performance of the obligations of the Supplier and the Customer, and which could not have been settled amicably within a period of one (1) month, are within the exclusive jurisdiction of the Supplier's registered office. All contracts and their endorsements concluded by the Supplier, subject to these conditions, are subject to French law. It is expressly agreed between the parties that if a clause of these conditions or any other contractual commitment made becomes null or void, it shall be deemed unwritten and would not invalidate the other provisions.