

GENERAL TERMS AND CONDITIONS OF SALE

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These General Terms and Conditions of Sale govern the contractual relationship between Sauermann Industrie (registered office Zone Industrielle, 24700, Montpon, France, registered with the Trades and Companies Register of Périgueux, registration number 391 699 311) and its customers in the course of its business operations.

1. ORDERS: All orders must be placed in writing.

Quotes are issued at the customer's request or for certain types of order that cannot be accepted without the customer first approving the corresponding quote. Sauermann Industrie can only be held liable for the choice of equipment or the service proposed in the event that it fails to honour the specific requirements stated in the customer's order. From the date of issuance of the order acknowledgment, the order shall be deemed firm and irrevocable. Any request by the customer to cancel or amend the order shall be subject to the supplier's prior written consent. Where such consent is exceptionally granted, the supplier reserves the right to charge the customer for all costs, expenses, and commitments incurred up to the date of the cancellation or modification request, as well as reasonable compensation for any loss actually suffered. These provisions shall apply subject to events of Force Majeure as defined under Article 1218 of the French Civil Code. In the event of circumstances beyond the supplier's reasonable control affecting the performance of the order, including but not limited to armed conflicts, international sanctions, regulatory measures, or major supply chain disruptions, the supplier shall be entitled to modify, suspend, or terminate performance, without incurring any liability therefore. Orders are only accepted once the customer receives Sauermann Industrie's acknowledgement of receipt. Any condition contrary to these General Terms and Conditions of Sale must be negotiated with Sauermann Industrie and included in separate, special terms and conditions, which must be drawn up in writing. Requested amendments to orders shall only become effective if expressly agreed to by Sauermann Industrie.

2. PRICE: Other than products and services for which a specific quotation has been issued, the prices of all Sauermann Industrie products and services are governed by the price list in force on the date on which the order is received. Prices are stated in euros per unit, excluding VAT. Shipping and packaging are billed on top of these prices, at the best available cost, on a non-recoverable basis. Sauermann Industrie's price list is likely to vary during the course of the year. The new price list shall apply automatically to all orders placed on or after the date on which it comes into force. VAT is charged at the applicable statutory rate. Unless stated otherwise, all quotations issued by Sauermann Industrie are valid for 30 days from the date of issue.

3. BILLING: Sauermann Industrie issues invoices to the customer, by email to the address stated on the order, no later than 5 days after shipment of the goods or performance of the service. Sauermann Industrie can send a hard copy of the invoice by post, provided that the customer requests it within 15 days of receipt of the invoice by email.

4. PAYMENT: Unless stated otherwise, Sauermann Industrie's invoices are payable by bank transfer subject to following payment terms:

- First order: full payment upon placement of the order, as per the proforma invoice.
- Subsequent orders and sales in France: pursuant to the French Economic Modernisation Act, payment within 45 days (end of month) or 60 days net from the invoice date. For sales outside France, the terms are to be negotiated between the parties.
- By exception and according to the turnover between the parties, an advance payment before shipment may be requested.

No discount shall be granted for early payment.

Late payment penalties shall apply automatically and as of right, at three times the legal interest rate, if the invoice remains unpaid 15 days after the payment due date. A fixed charge of €40 to cover debt recovery costs shall also apply as of right from first day beyond the due date (as per Art. L.441-6 I, para. 12 of the French Commercial Code). If the amount of the fixed charge is amended by law, the new amount shall apply as of right, thereby superseding the amount stated in these General Terms and Conditions of Sale or in the Payment Terms and Conditions. Where the customer fails to pay or does not pay by the due date, Sauermann Industrie may, as of right, immediately demand all sums due by the client to Sauermann Industrie and suspend the delivery of open orders. In addition, Sauermann Industrie may reduce or withdraw any discounts granted to the customer. Where a customer fails to pay for a previous order by the due date, Sauermann Industrie reserves the right not to accept further orders from the customer until all amounts due are paid in full and/or to require that the customer make full payment upon placement of subsequent orders. Sauermann Industrie reserves the right to refuse to deliver or honour an order placed by any customer who has failed to pay for all or part of a previous order, or with whom there is an ongoing dispute. Sauermann Industrie shall retain any deposit paid by the customer by way of a fixed compensation charge, without prejudice to its right to take other action against the customer.

5. RETENTION OF TITLE: Sauermann Industrie shall retain ownership of the goods until the customer has paid the corresponding price, both the principal and other charges, including where Sauermann Industrie has granted extended payment terms or where payment is made by a banker's draft. The parties hereby expressly agree that Sauermann Industrie may, in relation to any sums owed, exercise its rights under this retention of title clause, pursuant inter alia to Art. L.624-16 of the French Commercial Code, on any and all products in the customer's possession. Consequently, Sauermann Industrie may take them back or claim them by way of compensation for any unpaid invoice, without prejudice to its right to cancel ongoing sales.

Under no circumstances may the customer grant a security interest in respect of or otherwise encumber unpaid Sauermann Industrie goods. In the event of non-payment, the customer shall refrain from selling such goods equal to the quantity of unpaid products.

6. DELIVERY - TRANSFER OF RISKS: Delivery/service performance lead times are provided for information purposes only and are non-binding on Sauermann Industrie. Under no circumstances may such lead times be grounds for cancellation of the order, refusal of the goods or any claim for late delivery/ performance penalties or compensation. Sauermann Industrie shall be released from its obligation to deliver in cases of unforeseeable events, circumstances outside its control or force majeure, the latter including, but not limited to, wars, fires, floods, and partial or total strikes. Orders shall be delivered to the address indicated on the purchase order. Unless the customer requests otherwise, deliveries shall be shipped by a carrier of Sauermann Industrie's choosing, taking customers' best interests into account. The transfer of risks and liability between the parties shall be determined according to the Incoterm indicated on Sauermann Industrie's invoices (ICC 2020). Customers are advised to check the contents, completeness and condition of the goods before formally accepting the delivery from the carrier. If any of the delivered goods are damaged, lost or missing, the customer must mention the detailed, well-founded reservations on the delivery note and submit its claim to the carrier by registered letter with acknowledgement of receipt, sending a copy to Sauermann Industrie, within 3 days of receipt of the delivery.

7. GUARANTEE: All Sauermann Industrie products are covered by a 12-month contractual guarantee, starting from the date of the invoice, against manufacturing, material and design defects for use under normal conditions, except for condensate removal pumps which are covered by a 36-month guarantee starting on the date of the invoice and except for manifolds and instruments in the distribution range which are covered by a 24-month guarantee starting on the date of the invoice.

All deliveries shall be considered to conform to the order, in quantity and quality, unless the customer issues reservations or complaints relating to visible defects or non-conformity, by registered letter with acknowledgement of receipt, within 8 days of delivery.

The guarantee shall not apply in the following circumstances:

- Damage caused by improper use of the equipment by the customer or by third parties.
- Damage caused by improper monitoring or maintenance, by normal wear and tear, or by a case of force majeure.
- Replacement of consumables (batteries, etc.) and parts subject to normal wear and tear.
- Defects and consequences arising from external causes.

Replacement of parts shall not have the effect of extending the guarantee period. No attempt must be made to repair the products without Sauermann Industrie's authorisation.

Sauermann Industrie makes no warranty that the sold products are fit for a specific purpose connected with the customer's activity. The customer has familiarised itself with the technical features of the products and has, under its own responsibility and according to its self-determined requirements, decided to purchase the ordered products. Sauermann Industrie cannot be held liable, or be required to pay compensation or issue a refund, in the event that the customer is unable to use the products in whole or in part due inter alia to equipment incompatibility. Sauermann Industrie shall therefore not be required to compensate the customer (as the user) or third parties for the consequences arising from the use of the products, including direct or indirect damage, personal injury, damage to goods other than the sold products, loss of profits, loss of earnings, damage resulting from deterioration, or loss of data by the customer.

Sauermann Industrie cannot be held liable in the event that the products supplied are modified without its prior agreement, or in the event that the products are used improperly or in a manner inconsistent with the supplied user guides or manuals.

All product-related photographs, texts, graphics, information and features in the catalogue or on Sauermann Industrie's websites are non-binding. Consequently, Sauermann Industrie cannot be held liable in the event that such product-related photographs, texts, graphics, information and features are inaccurate or contain omissions. All software, whether built into the products or sold separately, shall remain the property of Sauermann Industrie. The customer shall benefit exclusively from an end-user licence as granted by the publisher. In any event, the Sauermann Industrie guarantee shall be limited either to the issue of a credit note for the price actually paid for the defective product, or to the like-for-like replacement of the defective product.

8. RETURNS: Sauermann Industrie does not accept returns in principle. However, Sauermann Industrie may agree to the return of certain parts, subject to written agreement and provided that the goods are returned in good condition no later than 8 days after delivery. The customer shall pay all associated shipping and inspection costs, plus 15% of the value of the returned goods. Sauermann Industrie shall not accept any returns or issue credit notes for custom-made products. If the customer is in charge of the goods return, the proof of delivery to Sauermann Industrie's premises must be provided in order to support the return request.

9. INTELLECTUAL PROPERTY: All elements, brands, drawings, models, logos and graphics appearing on the products mentioned in the catalogues or on Sauermann Industrie's websites are the exclusive property of Sauermann Industrie or its suppliers. No right of appropriation shall apply under any circumstances.

10. END-OF-LIFE OF DEVICES: At the end of their life cycle, devices must be collected separately and must not be disposed of with household waste. In accordance with Article L.541-10-13 of the French Environmental Code, Sauermann Industrie provides free take-back of used electrical and electronic equipment, including batteries and accumulators; Please ensure that end-of-life products are sorted and recycled appropriately, in accordance with local waste regulations.

11. PARTIAL UNENFORCEABILITY: In the event that one or more of the provisions of these General Terms and Conditions is/are found to be unenforceable, or deemed as such pursuant to a law, regulation or final court ruling, all other provisions shall retain their full force and scope.

12. DISPUTES: The entirety of these General Terms and Conditions of Sale, and all transactions connected thereto, shall be governed by French law. Any disputes shall fall under the exclusive jurisdiction of the courts of Périgueux (Dordogne, France), even in the event of multiple defendants or introduction of third parties.

13. CUSTOMER'S ACCEPTANCE: The customer shall expressly accept and approve these General Terms and Conditions of Sale. The customer hereby acknowledges that it has read and fully understood these terms and conditions and, by virtue thereof, waives its right to enforce contradictory terms or conditions contained in any other document, including its own general terms and conditions of purchase.

14. TRANSPORT-RELATED CLAIMS (DAMAGED AND MISSING PACKAGES): Pursuant to Article L.133-3 of the French Commercial Code, for deliveries on French territory, the receiving customer must indicate the number of damaged or missing packages on the transport document at the point of delivery. Within three days of the claim (excluding public holidays), the receiving customer must send the carrier a registered letter confirming the observed damage (enclosing photos is highly recommended).

In the event that the customer is unable to record such information on the transport document, a registered letter must be sent to the carrier stating the damage.

In both of the above cases, the copy of this document must be sent to Sauermann Industrie for information. Failure to meet these deadlines shall result in the forfeiture of the claim.

For deliveries within and outside the European Union, the customer shall record the required details on the transport document as indicated above. It shall confirm its claim to the carrier in writing within three days (excluding public holidays) and shall inform Sauermann Industrie thereof. Failure to meet this deadline shall result in the forfeiture of the claim.

15. METROLOGICAL SERVICES: SAUERMANN Industrie offers metrological services in several measurement fields (pressure, temperature, humidity, air quality, etc.). These services are carried out by experienced personnel using high-performance equipment, all traceable to the International System of Units (SI).

16. RETURN FOR EXPERT SERVICE - REPAIR OR METROLOGY SERVICE

Unless goods return requests are covered under warranty or a service agreement, such requests shall be subject to a fixed-price quote for the expert service in question. Where the quote for a device is not accepted, the device in question shall only be returned to the owner, at the latter's request, upon full payment of the quote preparation, shipping and packaging costs. Where a device arrives at Sauermann Industrie's premises and such return requests costs are not paid in full within 12 months, the device in question shall be destroyed without notice. Where a quote is accepted and a repair is subsequently carried out, this service shall not be invoiced on a fixed-price basis. Where a product has been repaired as part of a specific return, the warranty shall only cover the replaced parts and associated labour costs. Where the customer wishes to claim under warranty, it must produce the repair invoice in support of such claim. Product exchanges are only possible following an expert assessment by Sauermann Industrie's After-Sales Service Department.