

## 1. Scope - Enforceability

These general terms and conditions of sale including price list ("GTCS") form the sole basis for commercial negotiations between COVERGUARD SALES ("Supplier") and any customer ("Customer") who places an order ("Order") for products ("Products") for delivery within the territory ("Territory", meaning the mainland territory of any country excluding France, Belgium, Luxembourg, & Italy). They are available at the following link: <http://www.coverguard-safety.com>. The supplier may substitute any company included in its control perimeter, as defined by articles L.233-3 and L.233-4 of French Code de Commerce.

Any exemptions and special conditions must be agreed in writing by the Supplier and, unless otherwise expressly stipulated, apply only to the sale for which they are granted.

Unless expressly indicated in advance, any order sent by the Customer to the Supplier implies the Customer's unreserved acceptance of these GTCS, which prevail over any contrary provisions issued by the Customer, regardless of when these provisions have been brought to the Supplier's attention. Any reservations stated on the Order are not binding on the Supplier if the latter has not expressly consented to them, even if no special indications are mentioned in the acknowledgement of receipt. The fact that the Supplier does not enforce any of the provisions of these GTCS cannot operate as a waiver of the right to enforce the same subsequently.

## 2. Orders

**2.1. Placement of Orders.** The Customer places Orders by sending a written purchase order by email, fax or EDI to the Supplier or on the Supplier's website if the latter offers that functionality. For all orders placed by EDI, GS1/EANCOM standards alone are accepted. The purchase order will include the following details: product references, quantity, requested delivery address, requested delivery date, billing address.

**2.2. Acceptance.** On receiving an Order sent by the Customer, the Supplier's Sales Administration Department will log that Order and will send the Customer, by email or EDI, an order confirmation indicating the applicable prices, quantity and shipment periods. An Order may also be deemed to have been accepted by the Supplier if the Products are shipped.

**2.3. Amendment.** Orders cannot be amended after being placed by the Customer unless the Supplier gives its prior written consent. In any case, if the Supplier accepts an order amendment, that amendment may generate a price increase and may result in the indicative delivery period initially stated being extended, according to the terms notified by the Supplier to the Customer.

**2.4. Cancellation.** After acceptance, Orders cannot be cancelled by the Customer without the Supplier's prior written consent. In any case, if the Supplier accepts an Order cancellation, the Customer will be automatically liable, without formal notice or prior formality, to pay a fixed penalty of €150 excluding VAT, plus any delivery costs that may have been incurred by the Supplier in relation to that Order, even if the Order is free from delivery charges.

## 3. Products

The Supplier reserves the right to change at any time the Products offered to the Customer, as well as the packing and palletisation conditions. Information, prices, photos, data sheets and images contained in the catalogues to which a Customer may have access are for illustrative purposes only and are not binding in any way whatsoever on the Supplier. The Supplier reserves all rights over the use of photographs. For any ordered reference, the Customer accepts that the Supplier can modify minor design items on the product or its packaging,, even though it leads to modifying the reference barcode.

## 4. Prices - Price List

**4.1. Terms.** Product prices are set out in the Supplier's "Price List" document in force on the date on which the Order is received, minus any price reductions. Prices are stated in euros and are exclusive of VAT and transport charges. Price surcharges will apply if Products are not shipped in full consignments.

**4.2. Revision.** The Supplier may revise its Price List at any time. Any Orders placed after the new Price List has come into effect will be automatically subject to that new Price List. Therefore, the prices stated on the Supplier's website and/or in its catalogue may be subject to change. For confidentiality reasons, no prices will be given over the telephone.

The Supplier may amend the Price Lists if external events occur which affect the cost of the Products, such as a significant change in the cost of raw materials, change in exchange rate parity, supply shortages, change in customs tariffs, etc.

**4.3. Non-reduction of prices owing to non-performance.** Any price reduction claimed by the Customer under Article 1233 of the French Civil Code is excluded, without prejudice to the Customer's and/or Supplier's use of other legal remedies.

## 4.4. Minimum order - Free carriage - Shipping charges

Country	Minimum Order	Shipping charges	Threshold for free carriage
Spain	€150 excl. VAT	€25 excl. VAT	€300 excl. VAT
Germany	€150 excl. VAT	€12 excl. VAT	€500 excl. VAT
Portugal	€150 excl. VAT	€25 excl. VAT	€500 excl. VAT
Czech Republic, Slovakia, Netherlands, Poland, Austria	€300 excl. VAT	€25 excl. VAT	€500 excl. VAT
United Kingdom	€300 excl. VAT	€40 excl. VAT	€500 excl. VAT
Switzerland	€300 excl. VAT	€45 excl. VAT	€500 excl. VAT
Greece	€500 excl. VAT	€80 excl. VAT	€1,500 excl. VAT
Other countries in the Territory	€1,000 excl. VAT	Actual cost	€2,000 excl. VAT

No Orders will be accepted under the minimum Order amount. There will be no consolidation of Orders according to delivery point.

**4.5. Sampling.** A charge will be levied for all samples with a unit value of more than €2 excl. VAT.

## 5. Payment terms

**5.1. Terms.** Unless otherwise agreed in writing between the parties and within the statutory maximum periods, invoices are payable by bank transfer within thirty (30) days end-of-month: the payment period is calculated by adding thirty (30) days to the end of the month in which the invoice is issued. The Supplier grants no discount for early payment. Where the Supplier agrees in writing to a different payment period, this will be a maximum of ninety (90) days. Where the Supplier accepts payment by bill of exchange, this must be returned to the Supplier within 48 hours of receiving the invoice. If the bill is not returned, this will operate as a refusal to accept and treated as non-payment. Any Customer not covered by our credit insurance policies will settle Orders according to pro-forma invoice.

**5.2. Late payment.** In the event of late payment, penalties will be imposed at the interest rate applied by the ECB to its most recent refinancing operation plus ten (10) percentage points, payable on the day following the payment date, without prejudice to any additional compensation. The Customer will also be liable for compensation for recovery costs of forty (40) euros, without prejudice to the Supplier's right to claim additional compensation subject to production of supporting documents. Any invoice that is not paid on its due date will cause all other sums owed to the Supplier to fall automatically due for payment, in particular sums owed in respect of current orders, which will be deemed indivisible without further formality. All orders in progress will be suspended until full payment is made of the sums that have fallen due for payment. Suspended deliveries will only resume when payment has been made. If the Customer loses its payment warranty, such as Coface or Atradius, or in case of any difficulty to ensure payment, the supplier has the right to stop delivery of products and ask for immediate payment.

**5.3. No offsetting.** Offsetting is not permitted between the parties. Any unilateral deduction made by the Customer from the invoice or penalty is strictly prohibited.

**5.4. Default risks.** The Customer shall immediately notify the Supplier about any difficulty that may cause it to default on its obligations or about any attachment of its Products by third parties.

## 6. Delivery

**6.1. Terms.** Delivery is made in accordance with the Order accepted by the Supplier and occurs when the Products are handed over to the carrier. In order to provide the Customer with the best service, the choice of most appropriate carrier and type of services is made exclusively by the Supplier. It is the Customer's responsibility to notify the Supplier of any changes in address or delivery terms as soon as possible. The Supplier does not use any transport providers that offer delivery before 8 a.m. or after 8 p.m. or at weekends or public holidays. Logistic scheme, and its stability, are part of the two parties agreement at the time of contract acceptance.

**6.2. Delivery periods.** Delivery periods are given for strictly illustrative purposes only and are between three (3) and five (5) working days as from acceptance of the Order. These delivery periods vary according to factors such as region of destination, Product availability, manner in which the Order is placed, existence of specific operations for fulfilment of Orders, all of which may constitute just reason for doubling the length of the delivery periods. Any delay in delivery, including major delay, cannot constitute grounds to refuse delivery or impose penalties.

**6.3. Part deliveries and backorders.** The Supplier may make part deliveries of Orders. By default, backorders are not fulfilled unless expressly requested by the Customer and only if the total amount of backorders is greater than €100 excl. VAT.

**6.4 Direct delivery.** In the case of delivery, at the Customer's request, to a different address from the billing address, the Customer will provide all delivery details in the Additional Logistics Form, available on request from the Supplier. In any event, the Supplier will not be liable if the information entered on the Additional Logistics Form is incomplete and/or incorrect. If a new delivery is required, the respective costs will be borne in full by the Customer. Any claim or complaint will be dealt with between the Supplier and the Customer, excluding any third parties.

## 7. Acceptance - Returns

**7.1. Checks.** The Customer is required to check the condition of the Products on delivery. If any non-conformity is found with the Products, in terms of their quality or quantity, the Customer must express any reservations and take action against the carrier concerned. The Customer must send its reasoned complaint to the carrier by extrajudicial document or by registered letter, within three (3) days of receiving the Products, and forward a copy of that complaint to the Supplier. If no reservations or complaints are put forward within that period, the Products will be deemed to conform in quality and quantity.

**7.2. Joint checking procedure.** The Customer is responsible for providing proof of the defects or anomalies observed and thus for giving the Supplier every opportunity to carry out the checks that it considers necessary. Furthermore, the Supplier reserves the right to call in an independent expert tasked with determining the origin of the problem complained of.

**7.3. No refusals or returns without consent.** The Customer shall not refuse and/or return and/or destroy Products until the Supplier has had the opportunity to verify the existence of the problem alleged by the Customer and has given its prior written consent.

**7.4. Return procedure.** All Product returns, including in the case of problems with quality/damage, require the Supplier's prior written agreement in order to facilitate the processing of that return and expedite the issue of a credit note (where applicable). In the case of a Product return, the Customer will contact the Supplier's Sales Administration Department and will submit its request by email or fax. Subject to its agreement for the return of the Products, the Supplier will send the Customer a return form, which the Customer will attach to the Products in question:

- where the Product is being returned on the basis of a "quality" issue (damage, defects, non-conformity), the Product will be returned according to the current procedure as notified to the Customer on request;
- for all other cases, the Product will be returned clean, in perfect condition, in its original packaging and accompanied by the return form.

The Customer assumes the costs and risks of returning Products. If the Products are reconditioned by the Supplier or in the case of any other intervention, the amount of the credit note may be reduced. No credit note will be issued for Products that are not marketable on account of their condition and such Products will be made available to the Customer for thirty (30) days on the Supplier's premises. After that period, the Products will be destroyed. In all cases, Products delivered more than six (6) months ago cannot be taken back. Products that are screen printed or transformed cannot be returned. Likewise, Products cannot be returned if they are not in their original packaging. Any penalties demand should be done within 1 month following the first origins of its cause. No penalty can be asked for any change on delivery date following the order acceptance.

## 8. Liability

The Customer alone is liable for the conditions in which the Products are received, stored and placed on sale. Complaints will not be accepted if it is established that the faults observed are due to the Customer's negligence and/or to an alteration or transformation taking place after delivery and/or if the Products have been stored under inappropriate conditions. The Customer is expressly informed that information about storage conditions and about the normal use of the Products can be obtained from the Supplier on written request. The Supplier cannot under any circumstances be held liable if the Products are used and/or stored contrary to recommendations. In all cases, the Supplier's liability will be limited to the amount of the contentious Order(s).

None of the parties can be considered as responsible nor any penalty considered in case of force majeure. Force majeure is defined as any event that cannot be planned and/or makes it impossible or too expensive to meet contracted agreement, such as : transportation network paralysis, rare and/or massive climatic event, strike among sub-contractors, embargo, materials costs increases,...

## 9. RETENTION OF TITLE - Transfer of risks

**Title in all Products sold remains with the Supplier until all of the Customer's obligations have been performed and, in particular, until full payment is made of the price, including the principal sum and other charges. By accepting delivery, the Customer is deemed to accept this clause expressly and unreservedly.** Notwithstanding the retention of title and unless specifically agreed by the parties in writing in accordance with an incoterm other than EXW, risks pass to the Customer as soon as the Products are loaded into the carrier's vehicle on the Supplier's premises. The Customer shall take every care to look after and protect the Products (and, in particular, to ensure that the Products are always identifiable after delivery), until full payment is made of the price and will be personally responsible for insuring the Products once risks in the same have been transferred. The insurance contracts taken out by the Customer must contain an express reference to the Supplier's retention of title. The Customer authorises the Supplier, where necessary, to carry out a joint inventory of the Products in stock.

## 10. Applicable law - Jurisdiction

The GTCS and all contractual and commercial relations between the parties are governed by French law. For any disputes arising between the parties, relating, in particular, to the validity, performance and cessation of the GTCS and/or of the special terms and conditions agreed, **the parties submit exclusively to the courts of Lyon (France)**, even where there is more than one defendant or in the case of interim proceedings or third party notice, it being understood that any jurisdiction clauses contained in the Customer's documents cannot obstruct the application of this clause.

## 11. Personal data

The personal data that the Supplier receives from the Customer corresponds to the information required to manage commercial relations and to process Orders. The Customer's personal data is processed so that the Supplier can identify, communicate and establish smooth commercial relations with the Customer and such data is intended exclusively for the Supplier and for its logistics providers. The legal basis for processing is the development and management of contractual relations.

The Customer's personal data is kept for the period strictly necessary to ensure effective management of the commercial relations and, in any event, for a period not exceeding five (5) years as from the end of the contract. The Supplier implements appropriate protection measures to ensure the security and confidentiality of the personal data gathered. In accordance with applicable regulations, the Customer enjoys the rights of access, rectification, opposition, data portability, restriction of processing and erasure of his/her personal data, which rights he/she may exercise by sending a request to his/her regular contact by email and/or by post to the Supplier's registered office. The Supplier will give its response within one (1) month. The Customer may also contact the French Data Protection Authority (CNIL).

In all cases, the Customer must prove his/her identity by submitting a copy (both sides) of his/her identity document.

## 12. Transfer - Assignment

The obligations arising from the GTCS and/or from any contract agreed between the parties cannot be assigned or transferred to third parties without the consent of the other party. However, the parties henceforth give their consent to any assignment or transfer to a company controlled by, controlling, or under common control with one of the Parties, within the meaning of Article L. 233-3 of the French Commercial Code.

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