

## Standard Terms and Conditions of Sale

### 1. General Provisions

- 1.1. Any sale of the Seller's products is subject to these Standard Terms and Conditions of Sale, which define trade negotiations in accordance with the provisions of article L.441-6 of the French Commercial Code.

Consequently, the placement of an order shall imply full acceptance, without reservation, of the Standard Terms and Conditions of Sale by the client, to the exclusion of all other documents such as prospectuses, catalogues and brochures issued by the Seller, which have an indicative value only.

- 1.2. Prices, technical specifications, sizes, weight and other information provided on price lists, catalogues, prospectuses and brochures are only indicative and shall not be binding on the Seller in any way whatsoever.
- 1.3. The Seller reserves the right to modify the products at any time and without prior notification without, however, being under any obligation to modify previously delivered products or products on order.

The Seller reserves the right to proceed, without being bound to notify the Purchaser thereof, with any modification of the product specifications likely to improve performance or for any other technical reason.

### 2. Orders

- 2.1. Unless there is a special provision to the contrary, the prices appearing on the quotation shall only be valid for a month from the date of offer.

- 2.2. Orders are deemed to be final once the Seller has provided the Purchaser with confirmation thereof in writing.

Nevertheless, it is expressly specified that orders may also be deemed to be final without written confirmation and simply through the shipping of the ordered products.

- 2.3. Any modification to, or cancellation of, the order at the request of the Purchaser shall only be considered with the express agreement of the Seller.

- 2.4. For any order less than €150.00 (excl. tax), an additional charge of €30.00 (excl. tax) shall be levied to cover administrative and financial costs.

- 2.5. Should the Purchaser's financial situation deteriorate, which is communicated to the Seller by any means and/or attested by a significant delay in payment, or by repeated delays in payment, or where the financial situation of the Purchaser differs considerably

from the facts provided to the Seller, the delivery of products on order shall only take place upon immediate payment or upon provision of payment guarantees.

### **3. Prices**

3.1. Products are invoiced at the price valid on the day of confirmation of the order, at the rate established by the Seller, a rate which he is at liberty to modify at any time.

The Seller shall inform the Purchaser of such modification within a reasonable time period.

3.2. Prices are stated exclusive of tax, ex-works, exclusive of packaging, transport, insurance and assembly costs.

All obligatory taxes, duties or other fees shall be additional and for the Purchaser's account.

3.3. Prices set in foreign currency are based on the official rate currently in force and applicable on the day the agreement is concluded.

Any loss arising from fluctuations and from the rate of exchange, which may be incurred up until the final performance of the agreement, shall be borne by the Purchaser.

### **4. Terms and Conditions of Payment**

4.1. Terms of payment

Orders with a value of less than €1,000.00 are payable in cash or within 30 days.

The Seller reserves the right to request a deposit.

Orders greater than €1,000.00 are payable as follows:

- a third at the time of placement of the order;
- the second third on dispatch of the material;
- the balance within 30 days following receipt of the material.

Prices are understood to be net without discount.

The costs of assembly, duties, rental charges, various costs etc. are payable in cash, net without discount.

Specific delays in payment may, however, be provided for, particularly for new clients or for clients who have defaulted in payment.

The Seller reserves the right to demand a payment guarantee, such as a bank guarantee, at any time.

Refusal to provide the Seller with a guarantee upon request shall entitle the Seller to suspend deliveries immediately.

#### 4.2. Methods of payment

Any method of payment that is in accordance with current regulations may be used.

#### 4.3. Delay or default in payment

4.3.1. In case of a delay or default in payment by the Purchaser, the Seller may suspend all other orders placed by the Purchaser and without prejudice to any of the latter's rights.

4.3.2. Any amount not paid within the normal payment period stipulated in article 4.1 shall incur, rightfully and without prior formal notice to this effect, penalties for late payment which may not be less than three times the legal interest rate, with a minimum of 15%.

Interest shall accrue from the date the invoice is payable until the date of payment.

Payment may not be deferred under any pretext whatsoever, even a litigious one.

4.3.3. In accordance with article L.441-6 paragraph 13 of the French Commercial Code, the client shall, in the case of a payment delay, pay a fixed amount of compensation set by decree, i.e. €40 excl. tax as of 1 January 2013, to cover recovery costs. Should our recovery costs be higher than this fixed amount of compensation, the client shall, upon presentation of proof, pay an additional amount of compensation.

4.3.4. In the event that the Purchaser still defaults on payment 48 hours after receipt of a formal notice to make payment, the sale shall rightfully be cancelled at the discretion of the Seller, who may request the return of his products without prejudice to any other damages.

The aforementioned cancellation shall apply not only to the current order but also to any other orders, irrespective of whether the products have already been delivered or whether they are on order and whether or not their payment has fallen due.

The amounts due for other deliveries shall become payable immediately.

A default in payment shall incur the payability, by way of penalty, of compensation in the amount of 15 % of the amounts due, plus damages, interest at the legal rate and legal costs.

Payments may neither be deferred nor covered by any compensation without the prior written agreement of the Seller.

Partial payments will first be applied to the non-privileged part of the debt then to the amounts which are most overdue.

## **5. Retention of Title**

### **5.3. The goods shall remain the property of the Seller until full payment has been made.**

In the event that any payment is not made by the due date provided for by the parties, the Seller reserves the right to take back his products.

Risk shall pass to the Purchaser upon release of the products or once the products have been handed over to a transport company.

### **5.4. Until full payment has been made, the Purchaser undertakes to customise the delivered products and not, under any circumstances, to mix them with other goods of the same type from other suppliers.**

Failing customisation, the Seller reserves the right to demand reimbursement for those items already sold and to take back those still in stock.

### **5.5. In the event of an attachment or any other intervention by a third party with respect to the products, the Purchaser is obliged immediately to inform the Seller thereof to enable him to oppose such action and protect his rights.**

## **6. Nature of the Products Ordered**

### **6.3. Purpose of the products**

The products delivered conform to currently applicable technical regulations and to the technical standards to which the Seller has expressly declared the products' conformity.

The Purchaser is responsible for using the product under the normal conditions of use and in accordance with current legislation governing safety and the environment at the place of use, and in accordance with the prevailing principles of good practice in this line of business.

In particular, it is incumbent upon the Purchaser to choose a product that meets his technical requirements and, if necessary, to verify the suitability of the product for the envisaged application with the Seller.

In order to do this, the Purchaser undertakes to provide precisely and accurately, and in writing, all the necessary information to enable the Seller to meet the Purchaser's clearly expressed requirements.

The Purchaser alone shall be responsible for information supplied or omitted.

### **6.4. Packaging of the products**

The packaging of the products shall be for the Purchaser's account.

Failing any specific instruction to the contrary, the packaging used shall be that which corresponds to the Seller's standards.

If the Purchaser requires a specific type of packaging, he must expressly request this from the supplier at the time of placement of the order.

The Purchaser undertakes to dispose of packaging in accordance with local environmental regulations.

## 7. Delivery

### 7.3. Methods of delivery

Delivery shall be made by direct delivery of the product to the Purchaser, by simple notice of readiness, or by delivery to a forwarding agent or transport company at the Seller's premises.

### 7.4. Delivery dates

#### 7.4.4. Deliveries are carried out in accordance with availability and the arrival sequence of orders.

The Seller reserves the right to make full or partial deliveries.

#### 7.4.5. Delivery dates are indicated as accurately as possible and are subject to conditions of stock and transport on the part of the Seller.

#### 7.4.6. Any failure to deliver within the fixed delivery period shall not give rise to damages, to deductions or to the cancellation of orders in progress.

Nevertheless, if the product has not been delivered three months subsequent to a formal notice to this effect, then for any reason other than that of *force majeure*, the sale may be cancelled at the request of the Purchaser, who is then also entitled to request a refund of the price paid, to the exclusion of any other compensation or damages.

#### 7.4.7. The following, though inexhaustive in extent, shall be deemed to be cases of *force majeure* releasing the Seller from his obligation to deliver: war; riots; fire; natural disasters; accidents; disruptions to transport; supply impossibilities or difficulties; a steep rise in the cost of raw materials; strike action pertaining to all or part of the workforce of the Seller or of his suppliers, sub-contractors, service providers, shippers, and public service providers etc.; and, more generally, any event that cannot be foreseen.

#### 7.4.8. The Seller shall keep the Purchaser informed, at the appropriate time, of cases and events constituting *force majeure*.

- 7.4.9. Whatever the case, delivery within the fixed delivery periods shall not be made if the Purchaser has not fulfilled his obligations towards the Seller for whatever reason.
- 7.4.10. The products are deemed to travel at the exclusive risk of the Purchaser, to whom they belong. In the event of damage or a breach of regulations, it is incumbent upon the Purchaser to make any necessary statements on the delivery note of the transport company and to confirm his reservations by registered letter with acknowledgement of receipt, sent to the transport company and to the Seller within three days following receipt of the products. Failing this, any objection regarding the conformity of the delivered products and their condition will be rejected.
- 7.4.11. Should the Purchaser delay in taking possession of material ordered from the Seller, the Seller reserves the right to invoice the Purchaser for the storage charges at the rate of 10 % of the value of the goods per week inst. from the release of the products. The goods shall be stored at the Purchaser's risk. The storage costs shall not exceed 25 % of the invoice amount.

## **8. Intellectual Property and Confidentiality**

All intellectual property rights as well as the know-how contained in forwarded documents, delivered products and services provided shall remain the exclusive property of the Seller.

Any cession of intellectual property rights or know-how shall form the object of a specific contract.

The Seller reserves the right to use his know-how and the results of his research and development work.

All plans, specification sheets, technical documents or quotations made available to the other party, as well as all communication, must be treated as confidential.

Documents shall be returned to the Seller upon his initial request.

This information may not, in any way, be copied or made accessible either to third parties or to employees for manufacture, which action is subject to prosecution.

## **9. Guarantee**

- 9.1. The Seller guarantees delivery of products that conform to technical standards and regulations and that are free of defects subject to the conditions defined hereafter.
- 9.2. In order to be valid, any claim must be lodged within 15 days following delivery of the products in the case of conspicuous defects, and within one year following discovery of a latent defect.

- 9.3. Our products must be used in accordance with the use for which they are intended and must be regularly maintained.
- 9.4. Our guarantee is limited to supply, pure and simple, and to the repair of parts deemed to be defective either on site or in our workshops, without other compensation. Labour costs and costs resulting from operations such as disassembly, reassembly, and the transporting of products in situ are not covered by this guarantee and shall remain for the account of the Purchaser unless the Seller has provided his express consent thereto in writing.
- 9.5. The repair or replacement of parts deemed to be defective during the period of guarantee may not bring about an extension of the period of guarantee of the material.
- 9.6. However read or interpreted, the guarantee shall not apply:
- if the defect is the result of an action or failure attributable to the Purchaser;
  - if the Purchaser himself carried out modifications or repairs or had these carried out by a third party without the written authorisation of the Seller, or dismantled parts other than those stipulated in the service manual or the manual containing instructions for replacing parts owing to wear and tear;
  - if the defective functioning is the result of a case of *force majeure* as defined in article 7.2.4.; and/or
  - if the defect is the result of a product/products having been installed or used in a manner that does not conform to the principles of best practice or to technical specifications, if it is the result of a failure to respect instructions relating to installation, use and maintenance or if the defect relates to monitoring, storage or servicing.

#### 9.7. Return of products

The return of our products is prohibited without the prior written agreement of the Seller.

### 10. Liability

- 10.1. The Seller may not, under any circumstances, be held liable for damages resulting from or occurring at the time of the installation or operation of the products owing to the non-observance by the Purchaser of manuals, catalogues and other documents provided by the Seller and, more generally, owing to the non-observance of the principles of good practice or to the modification of the products by the Purchaser.
- 10.2. The Seller's liability is limited to material damages directly caused to the Purchaser resulting from an error attributable to the Seller in the performance of the contract.

The Seller is not bound to provide compensation for consequential damage such as operating loss, loss of profit, loss of opportunity, commercial loss, loss of earnings etc.

The Seller is not bound to provide reparation for losses resulting from transgressions committed by the Purchaser or by third parties in relation to the performance of the contract.

All things considered, to the exclusion of personal injury and serious misconduct, the civil liability of the Seller is limited to an amount not exceeding the amount of the supply received on the day of the service delivery or sale.

The Purchaser shall vouch for the waiver of any recourse by his insurers or by any third parties in a contractual relationship with him against the Seller or his insurers beyond the aforementioned limits and exclusions.

## **11. Applicable law – Place of Jurisdiction**

All clauses included in these Standard Terms and Conditions of Sale shall be governed by French law. The French version of these Standard Terms and Conditions of Sale shall supersede all other versions.

**In case of any dispute arising from the validity, interpretation, execution, cancellation or termination of the contract and these Standard Terms and Conditions of Sale, the Commercial Chamber of the Court of First Instance of Mulhouse shall have sole jurisdiction, even in the event of an incidental claim, impleader or more than one defendant.**

## **12. Concluding Terms**

In the case of the REACH Regulation, the Purchaser undertakes to inform us of the intended use of the product at the time of placement of the order.

Failure to communicate this information to us will exonerate us from all and any liability, and the Purchaser will be bound to insure us against any loss that might be sustained by our company in this respect.

## **PERSONAL DATA PROTECTION POLICY FOR CLIENTS AND SUPPLIERS**

### **Introduction**

KNF NEUBERGER S.A.S is a simplified joint-stock company with its registered office at 4 Boulevard d'Alsace – 68128 Village-Neuf, registered with the Trade and Companies Register of Mulhouse under number 946 850 260 (hereinafter referred to as the “**Company**” or “**we/us**”).

We attach great importance to the protection of your privacy and of your civil liberties, and we undertake to protect them in accordance with French and European law on the processing of personal data.



The aim of this policy is to inform you of the principles governing the manner in which we collect, use and store your personal data, as well as the purposes for which most of the processing is carried out.

Please read it carefully and consult it regularly in order to be informed of any changes or updates that may be made to it.

## **1 Legal and regulatory framework**

We undertake to fulfil our obligations in terms of personal data protection with respect to:

- The French Law no. 78-17 of 6 January 1978 regarding data processing and civil liberties as amended by Law no. 2018-493 of 20 June 2018;
- The European Regulation 2016/679 of 27 April 2016 (hereinafter referred to as the “Regulation”).

## **2 Procedures for processing the personal data of our clients and suppliers**

We process the personal data of our clients and suppliers, as well as of their staff, in the course of the execution of the contract between us, in order to manage:

- Our commercial relationship, through the creation and follow-up of purchase requests, orders and supplier accounts;
- Our accounting; the collection and payment of invoices.

To do so, we collect data relating to your identity (last name, first name, email address, telephone number, mailing address, language spoken, job title in the company) and economic and business data (bank details of the company for which you work and any identifying information entered into the compliance statement).

The personal data referred to above (hereinafter referred to as the “Data”) are collected via the supplier account creation form, which was sent to you by your contact person within the Company, before being filled in and stored in our internal management tool.

The Data are intended exclusively for internal use by the Company. We do not, under any circumstances, transfer Data to third parties, with the exception of our subcontractors, with whom we have entered into appropriate contracts.

In this context, barring exceptions, we process and store your Data for the period strictly required to carry out the processing of the Data referred to above, within the applicable limitation periods.

Furthermore, we regularly update the Data in order to disable and/or delete any supplier accounts for which extended inactivity is detected.

## **3 Security measures implemented**

We are committed to safeguarding the privacy, integrity, availability and security of your Data. In accordance with Article 32 of the Regulation, we strive to implement relevant technical, logical and organisational measures to ensure the level of security appropriate to the risks involved with the processing of your Data. We also implement means to prevent, insofar as possible, any loss, accidental destruction or alteration of your Data and any unauthorised access to it.

## **4 How to exercise your rights**

In accordance with the applicable law, you have the right:

- To access and rectify your Data (right of access and rectification);
- To object to the processing of your Data for legitimate reasons (right of objection);

- Within the limits set forth in the laws and regulations, to request that the processing of Data concerning you be restricted or that the Data be deleted (right of restriction and right of deletion).

For any questions regarding this policy or any requests concerning the processing of your Data, you may contact us:

- By mail at the following address: KNF NEUBERGER SAS, 4 boulevard d'Alsace – 68128 Village-Neuf
- By email at the following address: [privacy.fr@knf.com](mailto:privacy.fr@knf.com).

Finally, we hereby inform you that you have the right to lodge a complaint with a supervisory authority, such as the French Data Protection Authority (CNIL), regarding the manner in which we process your Data.