

GENERAL CONDITIONS OF SALE OCTOBER 2019

1. General Provisions

These General Conditions of Sale are available on our website www.vicentetorns.com and are systematically communicated to each Purchaser.

Placing an order implies full acceptance and due and proper respect without reservations by Purchaser of the present General Conditions of Sale, with the exclusion of all other documents such as prospectuses, catalogues, etc. which we may release and which shall only be used as indicative. These general conditions of sale prevail over all general conditions of purchase of the Purchaser, whatever their date.

All orders shall be subject to the present General Conditions of Sale, which are fully binding as soon as the confirmation of order is sent by our company, unless any special condition mutually agreed upon.

Should any given order appear to need some alteration of the present General Conditions of Sale, we shall remain entitled to refuse the alterations requested or to provide our acceptance subject to application of special conditions appropriate to the situation.

The version drafted in English of the present General Conditions of Sale shall prevail over all other versions hereof.

2. Order Confirmation

All orders issued by clients shall constitute offers, which must be precise, notably providing technical specifications, instructions for delivery, and final destination of goods and which becomes a contract of sale by our acceptance resulting from our sending of the order confirmation. All requests for amendments or modifications of the initial order shall only be binding upon us when these are expressly accepted in writing in the form of a new order confirmation.

Benefit of the order is personal to the Purchaser and may not be transferred to a third party without our consent.

3. Cancellation

Since the date of sending of our order confirmation, the Purchaser may under no circumstances whatsoever cancel any order; it hereby undertakes to accept delivery in accordance with the terms and conditions of the order and pay it upon the agreed deadline.

4. Prices

4.1 - For standard products, information and characteristics appearing in catalogues, prospectuses, technical specifications and other documentation are only given as a guide and may under no circumstances whatsoever be

considered as firm. These documents shall not be contractually binding.

Our prices are those applicable on the day of the order and are likely to be amended without notice notably due to any monetary fluctuations or any other event which may have repercussions on the price of raw materials or labour.

4.2 – Prices given are understood as exclusive of tax for products in our factory (Incoterm2010 Ex Works), unpackaged, except otherwise indicated.

5. Delivery

Should the Purchaser, upon receipt of the goods, observe any missing product or defects, it shall immediately issue reservations to the carrier on delivery documents even if delivery was free of port. These reservations shall be confirmed to the carrier by recorded delivery mail with acknowledgement of receipt at the latest within three (3) working days following receipt for deliveries within the same national territory, and within seven (7) working days for deliveries to all other countries. A copy of this letter shall be sent to us.

It shall be noted that the indication “subject to unpacking” shall not constitute any claim.

5.1 – Transfer of risks. Deliveries shall be undertaken at the risk and liability of the Purchaser.

- For those products which we are responsible for dispatching, transfer of risks shall take place following loading in our premises onto the means of transportation of our choice on behalf of the Purchaser.

- For those goods dispatched to other countries, transfer of risks shall take place pursuant to the Incoterm appearing on our confirmation of order.

- For those goods to be collected from our premises by the Purchaser, transfer of risks shall take place on the date agreed for availability in our warehouses.

No exemption may be made to the principle of delivery at our premises due to any indications such as: free on station, on platform, at domicile or reimbursement of carrying expenses in whole or in part.

5.2 - Should delivery be delayed due to any reason whatsoever, outside of our control, and provided we consent thereunto, the goods may be stored and handled, where appropriate, at the cost and risks of the Purchaser.

These provisions shall not modify the payment obligations in any manner whatsoever and shall not constitute any novation.

5.3 - Aside for any firm deadline for which agreement is made in the special conditions, delivery deadlines are indicative. The delivery deadline shall only start following the latest of the following dates: the date of order confirmation, the date on which information, down payment or supplies reach us as agreed by the Purchaser, the date of modification or amendment of an order in progress.

In the event of export, various authorisations (import licence, currency transfer authorisation, etc.) shall be previously obtained.

Under no instances whatsoever may any delivery deadlines neither justify cancellation of the order, nor payment by us of any penalties of any nature whatsoever.

5.4 - In the event of incomplete delivery or delivery which is partially non-compliant, for any reason whatsoever, the Purchaser shall keep those products which comply with the order, and the payment deadlines for these shall remain unchanged.

6. Packaging

Our products are packaged for transportation, and packaging shall be undertaken pursuant to customs and in view to guarantee transportation of products under optimal conditions.

Our offers or invoices shall determine, in line with the nature of products requested, if the packaging is lost or deposited. If lost, it shall be invoiced and shall be paid for in the same nature as the products sold. If deposited, it should be returned to us with paid carriage within 90 days following receipt, in due and proper condition, failing which it shall be considered as purchased at the price of deposit.

7. Supplies – Quality and quantity

Our supplies correspond to the quality of products specified in estimates, with a reasonable tolerance margin following customs in the profession.

Similarly, weights or lengths, given in the estimate or tender bid are only indicative: prices invoiced shall be established on the basis of weights, lengths or parts delivered.

8. Claims

Any claim concerning apparent defects or non compliance of a product delivered or ordered shall, in order to be valid, reach us, by recorded delivery letter with acknowledgement of receipt, within eight (8) calendar days following the date of arrival of the products.

The indication “subject to unpacking” shall hold no value.

The Purchaser shall provide all justifications as to the real nature of vices or defects observed, and shall allow us to freely come and officially observe these defects.

No claim and/or return shall be accepted in the following instances:

- in the event of a reference error of the ordered product ,
- in the event of lack of respect of recommendations for use.

9. Guarantees

The information which we are likely to provide, either directly or in catalogues, photographs or other, are only given as a guide and may under no circumstances whatsoever incur our liability notably in the choice of products, the use thereof or the results achieved.

We hereby undertake to remedy any defective operation originating from a defect in design, materials or performance of products sold within the limitations outlined hereunder.

9.1 – Defect leading to entitlement to claim under guarantee

The guarantee shall not be applicable in the event of any defect originating either from materials provided by the Purchaser or by any design requirement imposed by the latter, or if the product fails to meet the objectives outlined, and about which we were not fully informed.

Any guarantee shall additionally be excluded for any incidents resulting from a force majeure event or from the replacements resulting from normal wear and tear of material, deterioration or accidents resulting from negligence, defect in supervision or lack of maintenance and defective use of this material.

Our guarantee shall be triggered only in the event of failure to respect the specifications issued by the client, or technical specifications appearing in our responses (with these prevailing over the specifications). Any point not issued in writing in the specifications or the order shall not be guaranteed. If we should provide a prototype to the client, any order placed by the latter with our order confirmation, shall imply acceptance and recognition of product compliance, with the client having been deemed to have had the opportunity to implement all analysis and trials necessary. No guarantee shall then be applicable.

9.2 – Term and starting point of the guarantee

The guarantee, aside for any stipulation to the contrary, shall only be applicable on defects which become evident during a period of six months following the date of delivery as set under article 5 hereinabove.

Replacements and repairs shall be guaranteed under the same terms and conditions as the original material, and for a further period of six months.

9.3 - Obligation of the Purchaser

In order to claim application of these provisions, the Purchaser shall immediately inform us in writing of any alleged defects attributable to the material and provide all justification as to the real nature thereof. It shall allow us to freely observe these defects and remedy these: it shall moreover refrain, aside for any express consent by us, from products replacement by itself or by any third parties.

9.4 –Guarantee relief

Defective products shall be replaced after they are duly returned to us by the client.

9.5 - Compensation

Unless express provision is made in the contrary, we shall only respond to the loss or damage of materials or products conferred to us if a serious failure in our due care and diligence as usually required for such kind of work.

Our liability shall be strictly limited to the obligations defined as such, and to replacement of defective products and it is expressly agreed that we shall not be bound to pay out any additional compensation including for immaterial or indirect damage, such as notably any loss of earnings, loss of use or income, claims by third parties, deterioration of material other than to that material we have provided.

10. Returns

No goods may be returned to us without our prior consent. Carriage costs shall be payable by client, aside for any special agreement to the contrary.

Following agreement concerning return, we shall only be able to issue a credit note if the products are returned without having been used for production or damaged and following verification and acceptance by us.

11. Payment

11.1 - All invoices shall be payable to our registered office, net, without discount, on due date. Note for payment, acceptance and the place of delivery shall not constitute novation nor derogation to this place of payment.

We hereby reserve the right to adapt the outstanding invoice amount to the financial situation of the Purchaser and/or subject the performance of orders to the supply of guarantees.

The financial risk represented by a client may notably result from any inability to make payments, and commercial references which we deem unsatisfactory. We may request securities such as that of a payment undertaking made by the Judiciary Administrator and/or special payment terms (payment prior to dispatch, on delivery, etc.).

11.2 - The payment terms agreed may not be delayed under any pretext whatsoever, including in the event of any dispute.

In the event of sale, transfer, pledge or contribution in kind of assets or business as a going concern by the Purchaser, any unpaid amounts shall fall immediately due.

11.3 – Should any invoice falling due is not paid, even in part, we can demand:

- A late payment penalty of 8% per annum which shall be applicable to all amounts remaining due.

This penalty shall not require any advanced notice and shall be invoiced on the 30th of each month until payment of the debt, with the first invoice being issued on 30th of the month following that on the date at which the payment was due.

All amounts and penalties recovered by legal means shall be increased by a fixed compensation of 15% of the total amount thereof.

Legal fees and expenses shall be payable by the client.

- Immediate payment of all non matured invoices.

- Payment prior to delivery of any order already accepted.

- Costs for debt collection which we incur.

Finally, previous payments made by the Purchaser, whatever the original allocation thereof, shall be offset from our invoices corresponding to products used or sold.

12. Reservation of ownership clause

Transfer of ownership to the Purchaser for products delivered shall be subject to effective payment of the full price thereof, including interests and ancillary costs at the agreed due date.

- In the event of payment by cheque, or bill of exchange, payment shall only be deemed as effective once actually cashed. Transfer of risks shall however be undertaken pursuant to the provisions outlined under article 5.1.

- In the event of default in payment at due date, we may demand immediate return of products at the cost of the Purchaser, with the sale being automatically terminated at the time of return. The Purchaser hereby undertakes that the delivered products be identifiable. Products in stock shall be deemed to be unpaid products.

- Return to our company of goods claimed shall lead to the obligation for the Purchaser to remedy the prejudice resulting from depreciation and the lack of availability of goods sold and returned.

The Purchaser shall additionally bear all costs for debt collection and shall remedy all other prejudices which may be justified by ourselves.

- The Purchaser shall pay to us a penalty of 0.5% of the total price of materials and products for which payment is not made, per week of default in return thereof following receipt of the recorded delivery letter with acknowledgement of receipt demanding return.

- Amounts due by the Purchaser as indicated under the present clause shall be offset against any retainer down payments made by the Purchaser where applicable.

13. Confidentiality – Artistic and literary property rights

13. Confidentiality - Intellectual property rights - Protection of personal data

13.1 - The documents and information exchanged between our company and the buyer, or general information from his business relations with our company, including the price of products, which the Purchaser may have known at the time of his order, are treated in a strictly confidential manner. However, neither party is responsible for the disclosure of information if it is in the public domain or has been obtained from other non-fraudulent sources. The Purchaser hereby refrains from disclosing to any third parties plans, designs, notices, samples or any other documentation issued at the time of purchase from our Company. With the exception of those provided by the client, our designs and models as

created by ourselves shall be our property. The Purchaser undertakes to respect and to impose on the members of his organisation the present obligation of confidentiality during the entire business relation with our company and during the five (5) following years.

13.2 - Our company retains all the intellectual property rights pertaining to all the products and all other elements, whatever their nature, their form and their support, carried out by it, before or in the framework of his business relationship with the Purchaser, unless otherwise agreed in writing.

13.3 - Our company may collect and process personal data about the Purchaser's company employees involved in the ordering process for the purposes of: (i) fulfilment and order management, (ii) follow-up of the relationship with the customer, and (iii) to meet, where applicable, the legal and regulatory obligations of which our company is subject. The Purchaser agrees to inform his employees. The Purchaser acknowledges and agrees that the employees of our company and the companies affiliated to it (Vicente Torns group) can access this data, as well as their service providers, for the purposes mentioned above.

The employees of the Purchaser's company may, at any time, object to the processing of their data for legitimate reasons, access it, have it rectified or erased by sending a letter to the head office of our company to the attention of the General Management.

14. Incidents which release us from respecting our obligations

We shall be relinquished from any commitment, notably concerning delivery deadlines:

- if the Purchaser defaults in respecting the payment conditions,
- if supplies or information to be provided by the Purchaser do not arrive in sufficient time,
- in case of force majeure or any of the following events, which occur on our site or that of our sub-contractors such as: lock-out, strike, epidemic, embargo, accident, notably concerning equipment, machine or manufacturing break, reject of important products during manufacturing operations, suspension or delay in transportation, impossibility to be supplied or defective raw materials, non-compliant products or hidden defects in material provided by clients which may moreover lead to quality or quantity deficiencies in products ordered (in this instance, the products shall be returned to the client in the condition in which they are found, even if damaged following use due to the non-compliance thereof) or any other event outside of our control leading notably to partial or full cease of activities of our staff, our suppliers or sub-contractors, or rendering production impossible or too costly.

15. Jurisdictional clause – Applicable law

For any dispute resulting from these general sales conditions, even in the event of multiple defendants or counter claim against people joining proceedings,

-Lyon Courts shall hold sole and exclusive jurisdiction for SASU Torns Sofilec and Vicente Torns Distribution France, with French law being solely applicable,

-Barcelona Courts shall hold sole and exclusive jurisdiction for Vicente Torns S.A.U., Vicente Torns Slovakia, a.s., Vicente Torns Distribution Italia and Vicente Torns Distribution S.L., with Spanish law being solely applicable,

with exclusion of the Convention on International Sales of Goods.

Payments made by bill of exchange shall neither lead to novation, nor derogation to this jurisdictional clause.