



### 1. GENERAL

The present terms and conditions govern the sale of Seller's goods. Unless otherwise specified on Seller's order confirmation, in written, all other terms and conditions expressed or implied, are excluded. Seller's commitment shall become effective only upon Buyer's receipt of Seller's written acknowledgement order and/or invoice, whichever occurs first. Without any modification of the acknowledgement order within 48 hours, it is considered as accepted. In any case, payment of the invoice by Buyer, shall constitute acceptance of Seller's sale conditions.

The present general sales terms and conditions are made in French and in English. In the event of discrepancy between these two versions, the French language version only shall prevail.

### 2. PRICES

Unless otherwise stated on Seller's order, prices are net prices and exclusive of sales tax and all other duties, fees, freight charges or taxes.

By ordering of items for total value of less than 500€ net, additional administrative fees in value of 50€ net will be invoiced.

### 3. PAYMENT

Payment of Seller's invoice has to be performed in accordance with conditions stated on Seller's order confirmation and/or on the Seller's invoice. All sums due to Seller have to be paid without discount in the currency and to the address stated on Seller's order confirmation and / or on the Seller's invoice.

Payment is only deemed to have been made when arrived on Seller's bank account. Any sum due to Seller under the contract which is not paid on the date specified here before shall be increased, without the necessity of any reminder to a monthly interest rate of 1.5 %, calculated on the amount of the invoice. In the event the Buyer fails to fulfil the payment terms, as defined hereby, or should Seller have indications that the Buyer's financial responsibility is inadequate, Seller may in his sole discretion, either demand payment of all outstanding amounts whether due or not, and/or cancel any or all outstanding orders and decline to make further deliveries except upon receipt of cash or any satisfactory security. In compliance with article 1226 of the Civil Code, in the event of a default in payment of a debtor, sums due which have been recovered by contentious legal action, shall be increased, in addition to the penalties, by a fixed indemnity equal to 20 % of the total amount. According to the Law of the 18th of May 1980, in the event of a liquidation, we shall have the right to retrieve goods or have them retrieved following a simple bailiff notification without any other proceeding.

### 4. DELIVERY

Unless otherwise stated on Seller's order confirmation and/or on the Seller's invoice, delivery or dispatch dates indicated by Seller are not guaranteed. Possible delays do not authorise the Purchaser to cancel the sale, to refuse the good or to request any compensation. No order shall be cancelled, whether partially or totally, when being executed. Delivery shall be made to the place(s) and by the method(s) specified on Seller's order confirmation and/or on the Seller's invoice. Buyer is responsible for unloading. Buyer shall be responsible for all storage and other costs relating to Buyer's failure to comply with the contract. Buyer shall promptly supply all information and assistance required for Seller to execute Buyer's order. Seller reserves the right to select the mode of transportation and the carriers to the place of



delivery. Buyer shall bear the cost of special transportation arrangements so requested by him. Buyer's or its carrier's receipt shall be conclusive evidence of delivery.

### 5. RISK

Risk of loss of the goods sold hereby shall be transferred in accordance with Incoterms ICC 2010. All material of the Buyer which might be consigned to Seller's premises for processing shall at all times be at Buyer's risk, and Seller shall not be liable for loss or damage thereto, whether or not involving negligence by the Seller. Incoterms shall apply to export sales.

### 6. FORCE MAJEURE

Seller shall not be liable for any failure to comply with the contract related to any circumstances whatever (whether or not involving Seller's negligence) which are beyond Seller's reasonable control and which prevent or restrict Seller from complying with the contract. It is expressly understood between parties that the following events are non limitative examples of FORCE MAJEURE: fire, explosion, accident, flood, labor trouble or shortage, war, act of or authorized by any government, inability to obtain suitable material, equipment, fuel, power or transportation, supplier's bankruptcy or natural catastrophe or arising from contingencies.

### 7. CLAIMS

Claims of Buyer upon delivery shall be made in written within 5 calendar days after the receipt date. Otherwise, STEVIK SAS shall not give rise to any claim. No goods shall be accepted without prior agreement.

### 8. SELLERS WARRANTY

The warranty against any material defects, except for impacts, consists and is limited on simply exchanging defective goods (in the form originally shipped) or, at the Seller's sole option, to the repayment of, or crediting Buyer with an amount equal to the purchase price ex-work and ex-VAT. All warranty shall not apply to goods that have been subjected to misuse, neglect, accident, damage, improper installation or maintenance, or goods altered or repaired by anyone other than Seller or its authorized representative. STEVIK SAS cannot be held responsible for any type of corporal or material damage which could be due to neglect, production misadjustment or misuse. We recommend that users should, at first, check that the product is perfectly adapted to its intended use by performing preliminary tests if required. The Seller's warranty does not apply to seconds, remainder stock or samples or to goods sold as obsolete or sub standard, nor does apply if the alleged defect are attributable to any material of the Buyer furnished to the Seller for processing or incorporation into the products and Seller shall be under no duty to examine any such material prior to such processing or incorporation. No agent, employee, or representative of Seller has any authority to bind Seller to any representation, affirmation, or warranty concerning the goods and any such representation, affirmation or warranty shall not be deemed to have become a part of the basis of the sales contract and shall be unenforceable. Only products sold directly by STEVIK SAS or through an authorised STEVIK distributor are covered by the present limited warranty.

### 9. ORDER TRANSFER / ASSIGNMENT



Orders are not assignable or transferable by Buyer, in whole or in part, unless previously approved by Seller in writing. Orders are transferable by Seller, in whole or in part, without Buyer's approval.

### 10. TERMINATION AND SUSPENSION

Seller may (without prejudice to its other rights or remedies), terminate or suspend Seller's performance of the whole or any outstanding part of the contract if:

- a) Buyer fails to take delivery of or to pay for the products on the date required on Seller's order or breaches any other term of the contract;
- b) if Buyer becomes bankrupt or insolvent or if a receiver or encumbrance takes possession of any material part of Buyer's assets, or Buyer suffers any foreign equivalent of the foregoing;
- c) if Seller has reasonable grounds for suspecting that an event in Clause b) has occurred or will occur or that Buyer will not pay for the products on the due date and so notifies the Buyer.

### 11. LAW

These terms and conditions shall be subject to and construed in accordance with laws of France. The courts of the place of business of the Seller or, at the Seller's option, the courts of any place of business of the Buyer, shall have jurisdiction for any litigation which may arise within the framework of the present contract.

### 12. PROTECTION DES DONNEES PERSONNELLES

Buyer agrees that its personal data are collected, treated and processed by Seller in respect with the french legislation in force. Buyer has the right to be informed, to have access and to require modifications of its personal data.

### 13. IMPORTANT INFORMATION

Technical data sheets of STEVIK products are available on the website [www.stevik.fr](http://www.stevik.fr) or can be obtained from your usual STEVIK sales manager.

Certain products are subject to Material Safety Data Sheets which are available on our website [www.stevik.fr](http://www.stevik.fr) or can be obtained from your usual STEVIK sales manager.

### 14. RESERVATION OF TITLE

By exemption from article 1583 of the Civil Code, the good remains our property, as per provisions stated in Law No. 80.335 of the 12th of May 1980 until complete payment of the invoice. Buyer agrees to apply this clause and Parties agree that the Purchaser shall be responsible for fulfilling insurance obligations upon transfer of title.