

# Our general terms and conditions of sale

## Article 1. Preamble

These general conditions of sale (hereinafter referred to as "GCS") apply to all orders placed with the company OFFICE CONCEPT (hereinafter referred to as the "Vendor"), for products intended for professionals whose business is to distribute and sell the products of the Vendor's company (hereinafter referred to as the "Customer(s)"). Any order placed with the Vendor necessarily implies, as an essential and determining condition, the complete and unconditional acceptance by the Customer of said GCS, which form the basis of commercial negotiations, in accordance with the provisions of article L.441-6 of the Commercial Code. It is expressly agreed that these GCS are deemed to be accepted as soon as the order is received by our services. All orders must be confirmed in writing. Orders shall only become binding on the Vendor after acceptance by the Vendor and acceptance of the outstanding balance by our insurance. If the outstanding balance is refused, the product must be paid for before it is sent. The descriptions given in the various documents are for information only, and our company reserves the right to modify the characteristics of its products without being required to inform its customers and without the catalogue being binding upon it.

## Article 2. Ordering

Orders must be addressed to the Vendor in writing using an order form duly signed by the Customer. Orders only become final when they have been expressly accepted by the Vendor after the drafting of a numbered, dated acknowledgement of receipt. If the Customer has not made any observations within 48 hours of receiving the acknowledgement of receipt, it shall be deemed to be fully accepted.

## Article 3. Termination of an order

All or part of an order may only be cancelled with the prior written consent of the Vendor. A Customer which cancels all or part of its order, which postpones the delivery date or which modifies it without the Vendor being responsible for this shall indemnify the latter for the full amount of the costs incurred (including, in particular, the cost of studies, tooling, parts, materials or services). The Vendor may seek compensation for the direct or indirect consequences of this decision. In case of failure of the Customer to fulfil one or more of its obligations, the Vendor may declare the sale to be terminated by sending a registered letter.

## Article 4. Delivery lead times

The order gives rise to delivery within a maximum of eight (8) weeks as from receipt by the Vendor of the order form duly signed and the payment of the amount of the deposit due on that date. This delivery lead time is given for information only. Our company strives to adhere to the delivery lead times it gives when accepting the order, depending on the logistics lead time. It undertakes to perform the orders, unless in case of force majeure or in case of circumstances beyond its control, such as strikes, frost, fire, storm, flooding, epidemic, procurement difficulties, without this list being exhaustive. The delivery lead times are suspended in case of force majeure within the meaning of article 1218 of the Civil Code or in case of circumstances beyond its control, as stated above. Delayed or suspended delivery cannot give rise to any penalty or compensation, nor can they justify the cancellation of the order. Any delay in relation to the indicative delivery date initially given cannot justify the cancellation of the order placed, refusal of the equipment sold or claims for damages.

## Article 5. Transport and delivery

The Customer is required to check the apparent condition of the products upon delivery. Any product for which the Customer has not expressed reservations by registered letter with acknowledgement of receipt to the carrier within three (3) days of receipt in accordance with article L. 133-3 of the Commercial Code with a copy being sent simultaneously to the Vendor, shall be deemed to be accepted by the Customer. The price invoiced for transport is that applicable on the day the order is placed.

**FOR METROPOLITAN FRANCE, GERMANY AND BENELUX, THE THRESHOLD FOR CARRIAGE-PAID TRANSPORT IS €900 NET EXCLUDING VAT. For purchases of less than €900 excluding VAT, the flat-rate shipping contributions shall be as follows:**

Net purchase amount	Transport costs
€1 to €299 excl. VAT	€24 excl. VAT
€300 to €599 excl. VAT	€64 excl. VAT
€600 to €899 excl. VAT	€84 excl. VAT

**FOR SWITZERLAND, THE THRESHOLD FOR CARRIAGE-PAID TRANSPORT IS A NET PURCHASE AMOUNT OF €1,200 EXCLUDING VAT. For purchases of less than €1,200 net excluding VAT, the flat-rate shipping contributions shall be as follows:**

Net purchase amount	Transport costs
€1 to €599 excl. VAT	€220 excl. VAT
€600 to €1,199 excl. VAT	€320 EXCL. VAT

Special dimensions: for any order containing at least one product requiring a pallet with a dimension greater than 2 metres, and whatever the amount of the order, FREIGHT transport will be required, with invoicing of transport costs of **€229** net excl. VAT for mainland France, German and Benelux, and of **€419** net excl. VAT for Switzerland.

## Article 6. Price

The price is based on the colours stocked on our premises. Please consult us for any other colour. Our prices are exclusive of VAT and are invoiced based on the prices currently applicable on the day the order is placed. Discounts and special payment schedules are only valid after acceptance and written confirmation by the Vendor. The applicable price may be reviewed at any moment, after our Customers have been informed. Any price changes shall be applicable automatically on the date stated on the new price.

## Article 7. Payment

### Article 7.1 Terms of payment

Payment shall be deemed to have been made when the amount invoiced is actually received. The company does not accept any discount on its invoices in case of early payment.

### FOR CUSTOMERS WITH AN ACCOUNT:

For any order up to €14,999 net, excluding VAT, the price is payable in full in a single payment within 30 days of the date of the invoice. Presentation of a bill of exchange or any other document which creates an obligation to pay does not constitute payment. For any order over €15,000 net, excluding VAT, a deposit of 40% of the price of the products net, excluding VAT, is required on the day the order is placed. The balance shall be paid within 30. days of the date of the invoice.

### FOR NEW CUSTOMERS:

For any initial order up to €4,999 net, excluding VAT, the price is payable immediately in full on the day the order is placed. For any order over €5,000 net, excluding VAT, a deposit of 40% of the price of the products net, excluding VAT, is required on the day the order is placed. The balance shall be paid within 30 days of the date of the invoice. Any deterioration in the customer's credit rating may justify a demand for immediate payment in full before the order received is carried out. If payment is made by bill of exchange, the latter must be returned to us after acceptance within a maximum of eight (8) days.

### Article 7.2 Late payment or non-payment

In case of late payment or non-payment by the Customer or a Third-Party Payer on the due date, the remaining sums due shall automatically be subject to a late payment penalty equal to the six-monthly key interest rate (Refi rate) of the Banque Centrale Européenne (BCE) at its most recent refinancing operation plus 10 points. The penalty shall be applied as from the day after the due date on the invoice until it is fully paid, without any reminder or prior notice being necessary. If payment is not made by the deadline, orders in progress may be suspended or cancelled, without prejudice to any other rights or remedies.

### Article 7.3 Recovery costs

If payment is not made by the due date, the purchaser shall be charged a fixed sum of 40 euros to cover recovery costs as of right and without prior notice. The company may ask the customer for additional compensation if the recovery costs actually incurred exceed this sum, upon presentation of proof.

## Article 8. Retention of ownership

The Vendor retains ownership of the goods sold until the effective payment in full of the principal and other charges has been received. The Vendor may demand the restitution of the sold goods if the purchaser misses any of the payment deadlines. Nevertheless, as from delivery, the customer shall assume the risks of loss of, or damage to, the goods, and liability for any damage or loss which they may cause.

## Article 9. Intellectual property

All photographs given to our customers remain the exclusive property of our company, which remains the sole owner of the intellectual property rights to these documents, and they must be returned to the company on request. Our company shall retain all intellectual property rights to its technical documents, products, projects, studies, prototypes and models of any nature whatsoever, which may not be disclosed, copied or executed without its written permission. If they are sent in written form, they must be returned to it at first request. Our customers undertake not to use these documents in any way which may infringe the industrial or intellectual property rights of our company, and undertake not to disclose them to any third parties.

## Article 10. Warranties

### Article 10.1 Commercial warranty

As from the day of delivery, the products sold by the Vendor benefit from a five-year contractual warranty covering the non-conformance of the products to the order and any hidden defect resulting from a defect in material, design or manufacture, subject to usage in accordance with the intended use. Under this warranty, the only obligation incumbent on the Vendor shall be the replacement free of charge or the repair of a product or component recognised as being defective by its services unless this compensation method proves to be impossible or disproportionate. Defects and damage caused by improper use, negligence or failure to perform required maintenance by the Customer as well as in the case of normal wear and tear of the Product or cases of force majeure are excluded from the warranty. The company strives to deliver products which comply with the specifications and dimensions stated in the product descriptions. However, due to manufacturing processes and inherent variations, the company reserves the right to accept dimensional deviations of up to 5% from the stated specifications.

The customer acknowledges and accepts that such minor deviations may occur and shall not constitute grounds for any claim or liability against the company. These deviations shall not be considered to be manufacturing defects or non-compliances, and the company cannot be held liable for the consequences of these variations in dimensions to the extent permitted by the applicable law.

Sustainability: All our systems are guaranteed to last for 10 years

### Article 10.2 Legal Warranties

The products sold are covered by the legal warranty against hidden defects within the meaning of article 1641 of the Civil Code, resulting from a defect in material, design or manufacture affecting the delivered products and rendering them unfit for use. All warranties are excluded in case of improper use, negligence or failure to perform required maintenance by the Customer, as well as in the case of normal wear and tear or cases of force majeure. In order to benefit from this warranty, the Purchaser must inform the Vendor in writing of any faults within ten (10) days of discovering them, or risk forfeiting its rights to claim under the warranty.

## Article 11. Force majeure and fortuitous events

The Vendor shall not be held liable if its failure to perform any of its obligations described herein or late performance thereof arises from a case of force majeure within the meaning of article 1218 of the Civil Code. If the impediment is temporary, performance of the obligation is suspended, unless the resulting delay justifies the termination of the contract. If the impediment is permanent, the contract is terminated as of right, and the parties are released from their obligations under the conditions provided in articles 1351 and 1351-1 of the Civil Code.

## Article 12. Clause conferring jurisdiction

Any litigation relative to the validity, the interpretation, performance or termination of these general terms and conditions of sale shall be brought before the Commercial Court of Bourg en Bresse.