

# GENERAL TERMS FOR PRODUCTS SALES AND SUPPLEMENTARY SERVICE

MARCH 2019

## 1. FIELD OF APPLICATIONS

These general sales conditions apply exclusively to any product sales or services associated with those sales, carried out by ECOSAFE SA.

Any order to our Company implies total acceptance by the buyer of these terms and sales conditions, which prevail over any other terms and purchase conditions, except special dispensations included in the particular conditions of the contract.

The supplier commits himself to providing the necessary and sufficient means of carrying out the contractual services under the best conditions according to the rule book, the standards and regulations in force.

## 2. SEEING TO THE PURCHASER DEMAND

### 2.1 The command

#### 2.1.1 Order methods

Any order must be sent to us in writing (by e-mail, or fax or mail) based on the catalogue and tariff in force or on the estimate addressed to the customer, and will only be definitely accepted by our Company after a written order confirmation (order acknowledgment of receipt).

The estimates on tariffs are set according to the customer's needs.

Any order cancellation or modification will only be taken into account after a written formal agreement by our Company. Likewise, any extension to the required initial services will call for a new or complementary estimate submitted to the same process as explained above.

Considering the products and services and after a customer's request, any estimate will have to be followed by a written acceptance by the customer and by our acknowledgement of receipt.

In any case, any carried out service will be worth a tacit acceptance of the estimate by the customer.

Any order accepted by our written confirmation will commit us towards our customer and our service.

However, in case of a war, a banning or embargo put on import on export, raw materials, or energy supplying stoppage, break of data processing or telecommunication systems, civil war or cases considered as absolute necessity systems... we will be allowed to pass off our planned delivery or service obligation.

#### 2.2 Delivery and associated services

The delivery times are indicated on our estimated proforma or delivery acknowledgement of receipt.

They are given in all good faith but without commitment.

Our Company does its best to respect them. No delay could justify the order cancellation, or lead to compensations or penalties.

Our delivery times start at the date of the order acknowledgement of receipt.

In case we are out of stock of some products, we reserve the right to deliver partly, after having informed the customer and received his agreement.

Provisions concerning orders and specifying late penalties for instance can only be applied after written and personal acceptance by our company. If the buyer can't receive the goods at the date when they must be delivered (in the order acknowledgement of receipt), all necessary actions will be taken to store them in the best conditions. The customer will be charged for the corresponding costs.

The delivery can only be carried out if the customer is up to date with his obligations towards our Company and of the specific conditions accepted by the customer and ECOSAFE are satisfied.

### 2.3 Transport and receipt

#### 2.3.1 Products transport

We choose the means of transport we think the most appropriate to our customers and we apply the procedure agreed on the order acknowledgement of receipt.

The customer must warn us about any constraints or restrictions not enabling different types of carriers to perform their delivery properly.

We mainly use large carriers of 19 tons or more.

The delivery is carried out either by direct delivery to the customer, either by plain notice of the products being put at his disposal, or by delivery to a forwarder.

Our tariffs are applied from the warehouse to the delivery unloading spot unless a previous agreement is made

(installation and setting up costs are not included in our prices).

Our products are transported at the consignee's own risk (article L.133-3 of the commercial law). At the receipt, the consignee is committed to.

- Check the state and quality of the goods received by opening the package in the presence of the deliveryman, and before signing the carrier's or delivery slip.
- Write, in case of damaged or missing goods, precise reserves on the transport acknowledgement, explaining clearly their claim.
- Inform the carrier of what is damaged or missing by a recorded delivery letter with an acknowledgement of receipt within 48 hours from the goods delivery, time in conformity with the article 133-3 of the commercial law.

These checking at the delivery time are essential especially if the packaging does not show external visible signs of chocks or knocks.

In addition to the arrangements to be taken with the carrier, the claims about damages must be written, by registered letter within 48 hours from the delivery time of the goods at the delivery spot.

This complaint must include the references on the order acknowledgement of receipt and on the delivery slip.

If these prescriptions are not respected, the goods will be considered as definitely accepted by the customer without any damage.

If the purchaser asks for a delivery at his customer's place, the purchaser must ask his customer to take care (or have it taken care of) the checking by his customer and the reserves at the delivery in compliance with article L-133-3 of the commercial law and if need be, to, make an appeal against the carrier within the prescribed time (in compliance with article L-133-3 of the Commercial law).

#### 2.3.2 Risk transfer

The risks transfer on sold products is carried out at the goods loading at the warehouse or at the unloading time when the products are received.

#### 2.3.3 Ownership reserve clause

Except in case of a previous decision written by our company, notified to the customer before delivery of each order, we keep entire property of the goods delivered until full payment of its cost, accessories and transport, as well as until the customer has met his obligations towards our company.

Until then, the delivered products will be considered as deposited and the customer will be charged with all the risks relating to the damages that the concerned products could undergo or risks caused for any reason. Our company will be able to use its rights (as explained above) for any of its claims on all the products owned by the purchaser.

The products which are still owned by our company must not be sold again or transformed.

However, understanding the needs of the purchaser's activity, we allow him to resell the goods, provided that he pays the full remaining price he owes at reception, the corresponding sums being, from now on, secured at our benefit according to the dispositions of Article 2071 of the civil law, the purchaser will be the simple depository of the price.

We reserve ourselves the right to cancel any sale and take back all the goods being subject to ownership reserve if an invoice at the settlement date is not paid up after a formal notice to the buyer.

In case an adjustment or compulsory liquidation procedure is required, under way order delivery or not, will be automatically adjourned waiting for a regularization. This clause doesn't rule out a possible damages action from our company, to compensate for the loss of profit or prejudice put up with.

#### 2.3.4 Receipt refusal or delivery impossibility

For any goods in delivery, refused without a good reason, or impossible to be delivered for various reasons: wrong address, unsuitable building, lack of receiving clerk, erroneous delivery time, or another circumstance outside our control, the total cost of re-delivery will be chargeable to the customer.

#### 2.3.5 Goods return

Without a previous written agreement from our sales or administration department which will specify the return mode and will send a return slip to the customer, no return will be accepted.

If accepted, the goods will be returned in their original packaging carriage paid, to the address mentioned to the buyer.

The out of standard articles will not be taken back.

A 30 % set price of the total gross amount, tax free, will be charged for inspection and putting the goods back into the stock in addition to the return transport, as well as specific handling.

Moreover, any return acceptance, which must be definite and previous is subjected to the following conditions.

- The customer must set out a written request for the return of the delivered product in a maximum time limit of seven weekdays from the delivery time. The product must be strictly homemade
- The returned product must be new, unused along with all its accessories, its literature and be in its original intact packaging – The customer has to organize the transport of returned goods or sent back products. However, if the customer wishes to organize the transport by himself, he must meet the risks, responsibilities and transport costs of the products. The return must be insured by the customer.

No return will be accepted for the products subjected to associated services, except if the customer meets all the costs of these services.

If these conditions are not respected, the return will not be accepted, since our company will not take on any responsibility about the risks undergone by these products even if those ones are in our warehouse;

In case we write a confirmation, a file number will be sent to the customer as well as instructions to be followed about the return procedure. If a complaint is justified, our responsibility will be limited to the replacement of the product or to its repayment if we are short of it.

### 2.4 In case of sale of maintenance service

#### 2.4.1 At the picking up

At the picking up of the product, the parties carry out a contradictory inventory added to the intervention report. This inventory enables the service provider to:

- See and know the product he commits himself to maintain by this contract, and to notify the state as well as the conditions of use.
- Check the conformity of the products to be maintained with the norms and regulations in force.

In case of discovered non-conformity, which may involve risks for goods and people safety or for the environment or an advanced state of wear material, the provider will only start the services described in this contract if the customer carries out the necessary works to make it conform or replace the product in poor condition beforehand.

In this case, the signed contract only takes effect after the works of compliance or replacement of the materials in poor conditions have been carried out and when the two parties have signed it.

The original of this report is kept by the provider. There will be no inventory when this contract is about the installation of a product manufactured by the supplier and it takes effect as soon as the works receipt.

#### 2.4.2 Under contract services

The services to be carried out are detailed in the special conditions which list all the maintenance operations agreed by the parties according to equipment, the subject of the maintenance contract, or in the case of a product sale, all the particulars of the sold product and sale conditions.

The operations carried out through this contract are in conformity with recommendations of the manufacturers of the goods to be maintained. They are written, after each intervention, on a visiting report signed by the supplier and the customer, the original being kept by the customer.

The supplier can exceptionally resort to subcontractors for the whole or part of the service, but he commits himself to guaranteeing the intervention.

#### 2.4.3. Conditions for a maintenance intervention

##### 2.4.3.1 Maintenance visits

The number of maintenance visits requires an agreement between the two parties and is specified in the particular conditions.

For these maintenance visits, an appointment is made at least 7 days before with the customer, who can ask to put it off for all least 2 weekdays before the date.

At the request of the customer, the supplier specifies if the visit takes place in the morning or in the afternoon according to his organization.

Any recorded absence of the customer brings about an additional invoice on the basis fixed in the particular conditions.

Each intervention of preventive or corrective maintenance will bring about the setting up of a detailed intervention report of the carried-out service on the spot and if need be, will be worth a voucher of the statutory control visit of the installations.

This report signed both by the customer and the supplier, will include, in addition to the parties identity and the maintenance contract references :

- The date, time, place, and duration of the intervention
- The technician name
- The faults noticed and the technician remarks in the installations state
- The works carried out
- The parts replacement expected or unexpected

And if need be :

- The description of the breakdown of the service carried out, of the replacements carried or to be carried out.
- Any useful remark, as well as possible follow up to the intervention, if need be.

##### 2.4.3.2 Repairs

The repairs are not included in the basic services of this contract.

The fixing and repairing operations bring about an estimate the customer must accept beforehand. The times

(days, hours) and intervention deadline are stipulated in the particular conditions. The expenses caused by these fixing operations (travelling, labour, parts and material) are invoiced over and above this contract, according to the modes and costs set up in the particular conditions. As well for a visit requested by the customer if it turns out to be unjustified.

## 3. DURATION AND DENUNCIATION OF THE CONTRACT

The duration of this contract is specified in the particular conditions. This contract takes effect at the date when it was signed or by default at the date of the order. It can be dependent on the preliminary carrying out (paid by the customer) of compliance works of the installation or of replacement of advanced state of wear materials according to the conditions specified in article 2.4.1 of these general conditions.

This contract is renewable by tacit agreement for the same duration, except denunciation by one or the other party sent by registered letter with recorded delivery at least 3 months before the end of the contract.

The manufacturer reserves the right to discontinue or change specifications or designs at any time without notice and without incurring obligations. 06/2018

Flammable cabinets

Corrosive cabinets

Toxic cabinets and multirisk

Pesticide range

Fume hoods, filtering cabinets - Ventilation

Containment and Cans

Anti-fire equipments and File cabinets

Showers and first-aid equipments

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## 4. MODIFICATION/TERMINATION OF THE CONTRACT

### 4.1. Modification

The replacement or modification of materials or parts of materials concerned by this contract and described in the particular conditions, while the contract is valid, entails the modification of the contract by an additional clause previously subjected to the customer acceptance with the receipt and contradictory inventory.

Any modification of the valid contract necessitated by a statutory or normative evolution equally entails an additional clause.

### 4.2 Contract termination

After a notice by registered letter with registered receipt, unanswered for a fortnight, this contract is dissolved ex officio as soon as the notice addressed to the defaulting party by registered letter has been received, in the following cases :

- Non-payment of the amounts owed to the company within the time allowed and as agreed.
- Non-respect of contractual obligations by one or the other party.

## 5. PRICES – PAYMENT CONDITIONS

### 5.1 Payment conditions

Unless mentioned on our acknowledgment of receipt the products must be paid cash. We only accept wire transfers by bank. However, in agreement with our financial department, some other payment conditions can be discussed.

To open an account, a fixed price will be required in order to submit the matter to our credit insurer. In fact, for the customers who are registered in our account books, we apply the usual payment conditions such as by draft for 30 days from the invoice date. The amounts paid before the delivery are considered as advance payment and not as a deposit. Therefore, they don't give any right to the buyer to terminate the sales contract. We reserve ourselves the possibility to treat some money sendings against refund.

For payments from abroad, the customer will be charged with all the fees or a fixed price will be applied to make up for that.

### 5.2 Late payment

In conformity with Article L441-6 of the commercial code, if the supplier wishes, any late payment will lead to (as soon as the first day of delay).

- The enforcement of a late interest equal to the latest financing rate of the European central Bank put up by 10 points (law of Economy modernization LME – N° 2008-776 august 4th 2008.
- The application of a lump sum for collection costs of 40 Euros (European directive 2011/7 of February 16th 2011, law 2012-387 of march 22nd 2012 and decree 2012-1115 of October 2012), when the collection costs are superior to this lump sum an additional compensation with a written proof will be applied.

Any default of payment at due date as well as any refusal to accept a bill of exchange, when it turns up, leads to (if the salesman wishes), the suspension or termination of any pending order.

The payment of a partial delivery becomes compulsory at the maturity date written on the corresponding bill, and not when the rest is delivered.

Any deterioration of the buyer's credit can justify the requirement of guarantees or a cash payment before the orders are fulfilled.

The sums owed to ECOSAFE can neither be deferred, nor reduced, nor compensated without written agreement with ECOSAFE.

No reduction in the guaranty is accepted by ECOSAFE except if it has been previously duly accepted. Therefore, any mention of this reduction in the general terms of purchase is therefore void.

### 5.3 SALES OF MATERIALS AND MENTIONS IN THE CATALOGUE

Whatever the care we take in our catalogue and website, errors can creep into them, and the customer will not make us responsible for them. We insist on the fact that all characteristics, dimensions, weights, colours, photographs, and so on appearing in our catalogue are just information and are liable to be modified, without notice, their intrinsic qualities remaining unchanged. Before any sale, there will be a reminder of all the characteristics of the material sold in our particular conditions. The technical specifications contained in our valid catalogue and website cancel and replace those previously published. In the same way, prices or quotations indicated in our catalogues, and the price list are valid at the time of their printing or distribution. They cancel and replace all previously indicated quotations and prices. All our prices are calculated excluding VAT.

### 5.4 MAINTENANCE SERVICE

To make up for the contractual services, the customer must pay the price agreed when the contract was signed according to the terms defined in the particular conditions. If the start of the contractual services has been conditioned to the previous carrying out of works for compliance or material replacement, in accordance with article 2 of these general conditions, the starting point of the payment deadlines is the date when the findings about the works carrying out have been signed. This price is revised annually on the 1st of January and will trigger off a postal or e-mail to warn about the new applicable prices. The payment schedule will be expressly mentioned in the particular conditions, otherwise see article 5.1.

### 5.5 ADDITIONALLY INVOICED SERVICES AND SUPPLIES

For any help, repair or visit, justified or not, asked by the customer and not included in the planned contractual visits, the travelling and labour expenses will be invoiced according to the terms defined in the particular conditions. Various parts and supplies are also charged in addition according to article 4-2 of these general conditions. The invoices are payable on receipt except for particular conditions.

## 6. OBLIGATIONS AND RESPONSIBILITY

### 6.1 Obligations of the customer

All the equipments we manufacture and supply are exclusively intended for users of dangerous products under their own responsibility. These products meet the requirements of European Security standards. The customers who want to use products bought in non-European country must ensure that they are in conformity with the regulations of this country. And the customer commits himself to using and maintaining the buildings where these materials are located. He mustn't modify the conditions of intervention or the good working order of the materials. The accessibility or use of the materials must always be allowed to the supplier in particular, no fitting-out, later than the contract signature will hamper or prevent the maintenance operations.

As well the manufacturer's prescriptions will have to be insured.

The customer can't modify or have the materials modified in any way when they are concerned by this present contract nor adjust them without previously informing the provider and get his agreement. We wouldn't be responsible for an improper use (on lack of conformity with local legislation) of these supplies. In conformity with article 18 of Decree 2005.829 on the composition of electrical and electronic equipment and the elimination of waste from this equipment, the obligations related to the organisation and financing of the removal and treatment of these wastes are transferred to the customer and will be under his responsibility, once, the sale has been carried out.

### 6.2 OBLIGATION OF THE PROVIDER

#### 6.2.1 ON THE MATERIAL SALE

We commit ourselves to the good quality of the materials we use and sale as well as their conformity. The new materials and goods we sale are guaranteed against any manufacturing defect for one year from the date indicated on the delivery form. Our guarantee only applies in case of a conception defect or a latent defect. It only covers the materials replacement of the parts found defective by our quality and technical department. It is strictly limited to the repairing of the materials in our workshops. When guaranteed, the material will be removed from the customer's workshop in the conditions planned when it was initially delivered.

Spare parts are guaranteed 3 months after their installation.

The present guarantee will not be applied if the goods have not been stored, used or maintained by the user in compliance with usage, as well as any user's instruction, nor in case of material damaged by the user or anyone else, nor when the material would have been modified or repaired by the user or anyone else without our written agreement, nor in case of normal wear, or in case of no-payment at the deadline of the whole or a part of the material's price.

The activation of the guarantee will not entail an extension of its term.

Our guarantee stops legally as soon as the buyer has not informed us of this defect notice within 7 days after he has discovered it (date that he must prove). The guarantee is excluded in the following cases :

- Normal wear of the product.
- Use of spare parts not manufactured by us.
- Modification of the product or incompatibility with other materials
- Abnormal or non-conform use of the product in relation with its own specifications or bad storage or maintenance by the customer.
- Bad installation of the product.
- Damage caused by corrosion.

## 6.2.2 ON THE SALE OF SUPPLEMENTARY SERVICES

We commit ourselves on the good quality of our maintenance as well as on the good repairing we eventually carried out. In any case, we commit ourselves to ensuring the good use of the installation insofar as all the installation or possible compliance rules have been respected by the customer.

## 6.3 RESPONSIBILITY LIMITS OF THE PROVIDER

The provider can't be responsible for the consequences, or any damage entailed by :

- Any intervention, wrong movement, spite from the customer or unknow intervention.
- If the client doesn't respect the obligations listed in 8.1 article of the present general conditions.
- In case of a war, a fire, a disaster due to natural phenomena (such as frost, flood, storm or earthquake), rodents or other animals, a stopping or breakdown, in the electrical supply, an electrical overvoltage, a use in an over polluted atmosphere (oily and/or corrosive vapour, too much dust, etc.).
- No compliance of the installations, either before the contract is effective (as in article 4 of the inventory slip), or during the contract validity if the customer has been duly informed of the necessity of works on the installations to set them in compliance with the regulation (the maintenance works are performed only when the installations have been set in compliance beforehand). For lack of this, the company will not allow an exemption of responsibility.
- Or more generally for any action (intervention,...) of the customer or somebody else than the provider.

## 7. INSURANCES

### 7.1 CUSTOMER OBLIGATIONS

The customer declares he has signed a contract (local comprehensive insurance) including at least responsibility, damage by fire and electrical damage guarantees, for sufficient amounts of guarantees to cover the damages entailed by these events.

### 7.2 PROVIDER OBLIGATIONS

The provider declares he has signed an insurance policy covering his civil liability within the context of his activities in relation with the present contract.

The insurance certificate of the provider is at the disposal of the customer if he requires it.

### 8. END OF THE CONTRACT

For any materials sale contract, excepting recurrence the contract will come to an end when the sale is effective and the service is paid.

For any maintenance contract coming to an end and not being renewed, a contradictory inventory will be carried out at the customer's expense at the end of the contract.

## 9. CONTRACT INTERPRETATION AND LITIGATION

The validity, interpretation of the contract and carrying out of the present general conditions, as well as agreed services, are subjected to the French law.

In case of a dispute, before any contentions action, the parties will first look for a friendly agreement.

If the conflict is unresolved, the competent court will be the court of the head office of the Company.

This clause is applied to any litigation, whatever the subject or particularities and the clauses attributing a court (notified in the client's documents) can't constitute an obstacle.

## 10. PRIVACY POLICY OF YOUR PERSONAL DATA

The protection of personal data is a major concern of ECOSAFE.

We deal with personal data in accordance with the French and European legislation about personal data protection.

Collection of personal data :

Please note that, within the context of our commercial relationships, the following personal data will be stored and treated by ECOSAFE, which is responsible for the treating : name, first name, address, phone number, e-mail address, department, company and function if necessary.

These data come from you or your company.

Details of the processing responsible : M. THEULIN

Could you note that the collected information is subjected to a data-processing treating only intended to carry out our service and the contract which binds us, and that the processing is necessary to the signing of the contract of which you are a party or to the carrying out of pre-contractual measures taken at your request.

We assure you that any appropriate guarantee has been taken in order to secure the collection and use of your personal data on our Web site. We would like to specify that the host of our site is located in Canada; Your personal data will also be integrated into our software of commercial data management, kept up by our IT service providers, who have also committed themselves to respecting all the rules in relation to the protection of the data they will be able to have access to within the context of control and maintenance operations.

Unless otherwise noted, we also are likely to transmit the information concerning you, to our partners or providers in change of transport, for the delivery of the ordered products.

In case of commercial relations (canvassing or order) all the data stemming from the commercial relation will be kept in our database only for the necessary time to reach the pursued goal while they were collected for 3 years. Then they may be filed for a longer period until the retention time (legally set or agreed with the company for 10 years) is over, depending on the concerned data and our commercial relations.

### User's rights

In accordance with the European regulation in force, you take advantage of the following rights.

Right of access, rectification, updating, complementing your own data, right of deleting personal data when they are wrong, incomplete, dubious, outdated, right to withdraw your consent at any time, right to limit data processing, right to transfer data, right of opposition.

We draw your attention on the fact that in case the personal data wouldn't have been provided or in the event of a revocation, the carrying out by ECOSAFE of any order or contractual obligation would be made more difficult, or even impossible.

If you wish to assert your rights towards ECOSAFE, you can contact us by mail or e-mail at the following address : Chemin des Champs-Courbe - 1024 ECUBLENS (Suisse) - sales@ecosafesa.com

Please specify the object of your demand and give us same information allowing us to make sure of your identity. For example, your name, function as well as the name and address of your company, your order number or the type of relations you have with our company. Please also specify the rights you intend to exercise. We will reply to your demand within a month time limit, except in case of an impossibility we will inform you about.

In this case, you must indicate the personal data you wish to correct, update or delete and give your precise identity with a copy of an identity document (national ID card or passport). The demands of deletion of personal data will be subjected to the obligations imposed on ECOSAFE by law, especially as regards keeping or filing of documents.

### 11. INTELLECTUAL PROPERTY

Photographs, diagrams, logos and texts on our commercial documentation in paper or digital format, including Web sites, registered or not down on an intellectual property office, belong exclusively to ECOSAFE. Any breach of the intellectual property will entail legal proceeding.

All the trademarks and logos referenced and mentioned in our technical and commercial literature are registered and belong to their respective owner.

Flammable cabinets

Corrosive cabinets

Toxic cabinets and multirisk

Pesticide range

Fume hoods, filtering cabinets - Ventilation

Containment and Cans

Anti-fire equipments and File cabinets

Showers and first-aid equipments