

## ARTICLE 1 - GENERAL PROVISIONS

Present general conditions define sales conditions between the company TUBESCA-COMABI and its customers (here in-after referred to as "the Purchaser").

**1.1** General conditions of sales applicable to every order are the conditions presented in the catalogue, or appended to the price-list in force, or to the invoice.

**1.2** Placing an order implies the Purchaser's full and unreserved adhesion to present general conditions of sales of TUBESCA-COMABI company (here in-after referred to as «the Seller»).

**1.3** All other documents such as prospectus, catalogues, instructions, price-lists, advertisements, other details or prints issued by the Seller are for information purposes only. Consequently, no clauses that may appear in the Purchaser's correspondence or orders may constitute a waiver of this rule unless otherwise expressly stipulated in the Seller's offers or acknowledgments. Especially, General Sales Conditions prevail on eventual General Purchasing Conditions, except in case of expressed agreement from the Seller.

**1.4** Except if clearly indicated by the Seller, quotes are valid for 1 month after sending. Any offer is strictly limited to the Purchaser attention and can not be transferred to any third party without the Seller agreement. Orders will only be considered to be definitive after confirmation has been issued by the Seller. Solely information contained on this latter document will be considered to be valid. Any contestation of the elements mentioned in Order Acknowledgment must be addressed in writing (by e-mail or fax) by the Purchaser within 24 hours of reception, under penalty of foreclosure.

**1.5** No order cancellation shall be valid without express acceptance by the Seller.

**1.6** Should the order be cancelled, any down-payments will remain the Seller's property so as to cover damages, notwithstanding the latter's right to demand for the sale to be completed.

**1.7** The Seller reserves the right to make any modification to its production that it deems to be of use, or appropriate, without any obligation to apply the said modifications to any equipment already supplied or on order.

**1.8** Due to administrative order processing costs, we are unable to accept any orders for a value of under 500 € VAT excluded. This represents our minimum Order Value (excluding transportation costs).

**1.9** The Seller reserves the right to cancel an order, even after it has been acknowledged, if guarantees of payment offered by the Purchaser appear to be insufficient to the Seller and this without the Purchaser having the right to claim for any compensation whatsoever.

**1.10** A fixed contribution to study costs of 100 € will be claimed for any specific production requirement. This lump sum may be deducted from the Quote if Purchase Order of this special product requirement occurs within 3 months after Quote issue.

**1.11** The Seller reserves the right, as an independent company, to sub-contract all or part of the Buyer's Purchase Order.

## ARTICLE 2 - DELIVERY - CONDITIONS AND SCHEDULES

Goods are deemed to have been delivered when handed over to the Carrier in charge of transportation to the address specified on the Order Acknowledgment. Goods delivery is considered as "not unloaded". The Purchaser remains in charge of unloading in full safety conditions. Such delivery carried out under below financial conditions, unless otherwise stipulated in the Order Acknowledgment.

**2.1** Minimum Order Value:

Minimum Order Value is granted according to Contract defined between the Seller and the Purchaser.

Delivery dates are communicated for information only. Consequently, no delivery delay can lead to penalties nor damages unless expressly agreed between the Seller and the Purchaser.

## ARTICLE 3 - PRICES AND INVOICING

Unless expressly agreed in the Order Acknowledgment, products are supplied and invoiced at the price in force at the time of order receipt. For articles requiring a quotation and for special installations, prices established on bases known on the date specified in the order acknowledgment are subject to revision in order to take into account any modification in official material and wage indices.

Unless otherwise specified in the Order Acknowledgment, prices include standard packaging but not transportation. Any taxes and customs duties paid outside France shall be exclusively at the Purchaser's expenses. It is expressly agreed that the price of products will always be denominated in Euros.

## ARTICLE 4 - TRANSPORT

All transport, insurance, customs and handling operations are depending on the applicable agreed Incoterm carried out at the Purchaser's risk, even in the case of free-of-charge supplies. Consequently, the Seller may not be held liable in any of these respects, especially concerning the choice of carrier. As a result, goods travel at the Purchaser's risk, notwithstanding provisions relating to reservation of ownership and the payment of transport costs. No clause specifying special dispatch conditions can be considered as a derogation of this rule.

## ARTICLE 5 - RESERVATIONS

**5.1** Non-compliance

All goods sold are considered as conform to Purchase Order and accepted by the Purchaser if, within 72 hours following goods receipt, no written claim has been addressed to the Seller.

In case of non-conformity or disputed delivery, any claim must be sent in writing within 72 hours following delivery to: [sales@tubescacomabi.com](mailto:sales@tubescacomabi.com). Any dispute has to be precise and documented otherwise they won't have any legal value and won't be considered by the Carrier insurance.

Damage during transport. . We remind you that any delivery must be thoroughly checked during unloading:

number of packages,

Details of supplied equipment in accordance with delivery form, State of goods received even if under protective film,

Detailed description of the damage undergone by each reference. If no reservation is made in qualitative or quantitative terms on the carrier's receipt, no claim will be taken into consideration. Notations such as «received pending inspection» or «subject to control» are not taken into account by carriers' insurance companies. Applicable French law does not recognize hidden damage, only anomalies that can be seen on delivery are taken into account. For any damage incurred during transport, reservations must be marked on delivery slip, specifying the nature and extent of the damage; the words «subject to unpacking, damage or counting» do not have any legal value. Hidden damage caused by an impact or brutal handling may occur without necessarily leading to any visible damage on packaging. It is therefore essential for goods to be completely unpacked on their arrival and, if necessary, in the event of any dispute, reception should be suspended to enable a cross-examination to be carried out together with the delivering Carrier. Reservations must be confirmed in respect of the Carrier in compliance with the provisions set forth in Article L.133-3 of the French Commercial Code. Should above recommendations not be followed, the consignee will lose all its rights in respect of the Carrier: the Seller cannot be called upon as a substitute for the latter's responsibility.

## ARTICLE 6 - GUARANTEE

Goods are guaranteed against any manufacturing defects for the duration indicated on catalogues and pricelists in force at the date of the order. Should any visible or latent defect be discovered, the guarantee is limited to the repair (with a return to our workshops) or the replacement of any element recognized as being faulty, as decided by the Seller, and excluding any reimbursement or compensation for auxiliary costs, including labour or replacement costs, costs resulting from goods immobilization and/or damages. **IMPORTANT:** Keep your proof of purchase (invoice of delivery slip), as it will be requested from you should the guarantee be applied. Any intervention made under the terms of the guarantee shall not extend the duration thereof. Coverage under the terms of the guarantee implies the prior return of the product of the faulty element to the Seller at the Purchaser's expense. Liability will be effectively accepted after the Seller's diagnosis confirming the faulty nature of the product. In the event of any claim, the Purchaser shall not have the right to postpone payment for the goods under any circumstances whatsoever, nor make any deduction on any sums due.

## ARTICLE 7 - DISCLAIMER CLAUSE

Any defects or deterioration caused by normal wear, by an external accident or by incorrect assembly, faulty servicing, abnormal and/ or abusive use (overloading, etc.) or even by a modification and/ or repair and/ or integration of the product not provided for by the Seller, are excluded from the guarantee.

Furthermore, the Seller's liability is limited to the defects of its products but not to any defects that may appear in relation to the integration or adjunction of its products to those of other suppliers. It is the Purchaser's responsibility to check the compliance of the product with the use for which it is intended, as he is responsible for the conditions of use of the delivered product. Under no circumstances may the Seller be held responsible in the event of human injury or material damage resulting from the use of the goods or occurring at the time the goods are in use. Under no circumstances may the Seller be required to repair any indirect damage, including any operating or profit losses, indirect losses or consequential damages, irrespective of its nature, that may be incurred by the Purchaser or any third party. In any cases, the value of any damages to be paid to the Purchaser shall be limited to the purchase value of the disputed products.

## ARTICLE 8 - PAYMENT

**8.1** Conditions

Every Purchase Order shall raise an invoice, which, in principle is to be paid in full.

The purchaser shall bear the costs for selected means of payment. Unless a prior agreement has been reached to the contrary, all invoices shall be paid in compliance with their mentioned conditions.

**8.2** Late payment or default on payment.

Should an invoice not be accepted or not be paid at its due date, full amount of receivables due to the Seller shall become due immediately irrespective of the means of payment chosen, any legal interest, agios, return and recovery costs being at the debtor's expense. In the event of any late payment, the Seller may suspend all orders in progress. Default of payment shall give the Seller full rights to cancel the sale if he so wishes and under these conditions, he will be freed of any commitments with regards to the Purchaser and authorized to re-take possession of any unpaid goods. Cancellation will not only concern the order in question, but also any previously unpaid or current orders regardless of whether they have already been delivered or are in the course of delivery, and whether payment for them is due or not. The Purchaser shall reimburse all costs incurred as a result of contentious recovery of outstanding sums.

**8.3** Late payment penalties.

As from the first day on which the date of payment indicated on the invoice

has been over-run, outstanding sums will be subject to application of penalties amounting to three (3) times the legal interest rate calculated on the sum due, taxes included, and without requiring any prior notice. All calendar months that have begun are due entirely with regard to interest. Non-fulfilment of payment commitments by the Purchaser shall make him liable by right to the payment of any expenses incurred and bore by the company TUBESCA-COMABI.

## ARTICLE 9 - RETENTION OF TITLE OF OWNERSHIP

The Seller retains the title of Ownership of the identified goods on this document until they are fully paid. Should the price not have been paid at the agreed due date, the Seller may take the goods back, the sale will be cancelled by rights if the Seller so wishes and any down-payments made to him shall be retained in return for any use of the equipment from which the Purchaser may have already benefited. Transfer of risks: Goods shall remain the property of the seller until they have been paid in full, but the Purchaser will become liable for them as from the time when they are materially handed over, transfer of possession giving rise to transfer of risks; consequently, the Purchaser shall commit himself to immediately taking out an insurance policy providing guarantees against any risks of loss, theft or destruction of the designated goods. The Purchaser shall give a personal undertaking to the Seller not to dispose of, by any means whatsoever, either in full ownership or as a pledge, the goods purchased before payment of their price in full. Should the Purchaser refuse to return any unpaid goods, a simply summary order shall be sufficient to dissolve the sale and authorize repossession of the said goods.

## ARTICLE 10 - RETURN OF GOODS

No return of goods will be accepted without prior written agreement from the Seller sales department and according to detailed conditions.

## ARTICLE 11 - FORCE MAJEURE

Any circumstances beyond the Seller's control, such as strikes or lockouts (including amongst subcontractors), fires, mechanical breakdowns, wars or riots, pandemic, legislative measures, or subcontractors- being absent or late and thereby causing a delay in deliveries, shall authorize the Seller to postpone the delivery date of the order, or reduce or cancel it without the Purchaser having any right to claim for compensation in this respect.

## ARTICLE 12 - PERSONAL DATA PROTECTION

The Seller collects and processes personal data in accordance with the regulations in force applicable to its personal data and confidentiality policy and which completes these general sales conditions, of which it is an integral part. As such, the Purchaser is invited to consult it on our website [www.tubescacomabi.com](http://www.tubescacomabi.com).

## ARTICLE 13 - CHOICE OF COURT CLAUSE AND APPLICABLE LAW

By express convention, any dispute will be filed with the Commercial Court of the Seller's registered offices, which shall have exclusive jurisdiction regardless of delivery place, means of payment and even in the event of multiple defendants or the introduction of third parties. Only French law will apply.

## ARTICLE 14 - GDPR

As part of our commercial relationship we would like to inform you that we apply the principle of the passive opt-out principle regulated by the CNIL. Your information provided when making contact or order tracking will be automatically included in our mailing lists for commercial and marketing purposes. To no longer wish to receive advertising, you must contact us by e-mail : [dpo@frenehard-michaux.com](mailto:dpo@frenehard-michaux.com)