

# Conditions of Sale



## SPECIFIC CONDITIONS OF SALE

→ Due to manufacturing reasons, it is not possible to supply always exact order quantities or exact roll lengths. Trelleborg therefore reserves the right to:  
- vary the supplied and invoiced quantity by  $\pm 10\%$  of the amount ordered,  
- supply a maximum of 10% of the ordered rolls (minimum one roll) in short lengths, at the same price.

## GENERAL CONDITIONS OF SALE FOR TRELLEBORG INDUSTRIE SAS

### 1/ INTRODUCTION

Trelleborg Industrie SAS ("the vendor") sales are subject to these General Conditions of Sale, which take precedence over all conditions of purchase except where formally and expressly agreed by the vendor to the contrary. Any order implies ipso jure full acceptance of these Conditions of Sale. These may not be modified by provisions to the contrary which may appear on the purchaser's order forms or in its General Conditions. The fact of the vendor not exercising at a given time any of these provisions may not be interpreted as constituting renunciation of exercising any of the said conditions at a later date.

### 2/ ORDERS

Orders are subject to written acceptance by the vendor. No order received may be subject to modification or cancellation without the vendor's express agreement.

Such modification or cancellation must be advised in writing by recorded delivery before dispatch of the goods or the start of provision of the service.

In the event of modification or cancellation accepted by the vendor the cancellation may result in the payment of compensation relating to the loss assessed.

Volumes ordered are considered as completed at  $\pm 5\%$ . They may be reduced or cancelled according to the vendor's availabilities.

### 3/ PRICES

Prices are excluding tax for equipment in the vendor's factory or store, plus carriage, with non-returnable packaging being invoiced. The prices invoiced are those of the Price List in force on the day of delivery. The vendor's prices are liable to change without notice.

### 4/ DELIVERY – TRANSFER OF RISKS

Except where stated otherwise, delivery is deemed to be made in the vendor's factories or stores.

Delivery is made either by handing over directly to the purchaser, by simple advice of availability, or by release in the vendor's premises to a forwarder or carrier chosen by the vendor or nominated by the purchaser.

Unless the subject of a prior written agreement between the parties to this contract, the transfer of risks will be made ex works in accordance with the latest version of the ICC Incoterm 2010.

The delivery times are given purely as an indication. Delays in delivery may not give rise to damages, withholding or cancellation of orders in progress.

With regard to losses or damage in transit, the purchaser shall send his reservations by registered letter with acknowledgement of receipt. The reservations shall also be made in writing on the shipping document.

Reserves should be expressed in writing on the transport document and confirmed by recorded delivery letter to the carrier within 3 days of receipt of the goods. The purchaser is to advise us by sending a copy of the above-mentioned recorded delivery letter.

It is a matter for the purchaser to supply all proof as regards the actual fact of the alleged defects or non-compliances. It should allow the vendor all facilities to observe those defects and/or non-compliances and to provide a remedy for them.

In the event of an accepted fault in the goods delivered, the vendor's liability is strictly limited to the replacement of the defective parts without the payment of

any compensation whatsoever.

The vendor is released ipso facto from any undertaking relating to delivery if the payment terms have not been observed by the purchaser, and in particular:

▶▶ In the event of non-payment for any reason whatsoever of a single invoice or advice of charges on the scheduled date.

▶▶ Non-payment on the scheduled date of an advance or down-payment requested.

▶▶ In the event of late delivery by a supplier imposed by the purchaser.

▶▶ In the event of a change in the original order terms.

▶▶ Where execution of the order required additional details or a technical agreement from the purchaser which was not received in due time.

▶▶ Or if there is a case of Force Majeure in the sense of Article 1148 of the French Civil Code.

The vendor guarantees that the products supplied by it are suitable for the purpose identified by the purchaser, but does not guarantee that such products are fit for a purpose that it is unaware of. Neither does the vendor guarantee that its products fit with other products unless those other products are also supplied by the vendor.

### 5/ RECEPTION

The purchaser has 30 minutes from taking delivery from the carrier to inspect the goods. If the delivery is accepted notwithstanding any visible sign of problems with the packaging, the products or the number of packages, the purchaser undertakes:

• To express clear and accurate reservations on the delivery receipt in the event of loss or damage in transit.

• These reservations must be made and written in the presence of the carrier.

• Wordings such as «subject to unpacking» or «subject to subsequent inspection» are inadmissible and have no value.

• The nature of the defective goods and number thereof must be clearly stated.

• To confirm within 72 hours its reservations by registered letter (art. L. 133-3 of the French Code of Commercial Law).

If the purchaser refuse all or part of the consignment:

• Express clear and accurate reservations on the delivery receipt in the event of loss or damage in transit.

• These reservations must be made and written in the presence of the carrier.

Any visible defect or non-conformity must be reported by registered letter with acknowledgement of receipt within twenty-four hours of delivery of the products for it to be taken into consideration. The claim must include the precise details (nature and extent of the defect or non-conformity).

Without prejudice to the measures to be taken vis-à-vis the carrier, any claim relating to the volume delivered, the execution, the quality, or any other reason should be advised to us by recorded delivery letter within one week of the arrival of the products. After this period, the goods shall be considered as definitively accepted.

It is up to the Purchaser to provide all relevant evidence of the alleged defects or non-conformities. The Purchaser must allow the vendor to ascertain and remedy such defects and/or non-conformities.

If the delivered goods are acknowledged to be defective, the Trelleborg's liability is strictly limited to the replacement of the defective items without any compensation being due.

### 6/ RETURN OF GOODS

Any product return shall require the vendor's prior written agreement. Any product returned without such agreement shall not give rise to the raising of a credit note. The costs and risks of the return for examination and/or repair and re-dispatch are for the purchaser's account, except where agreed otherwise.

Any return of products for examination authorises the vendor to take material



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samples for research and analysis purposes.

Any return accepted by the vendor shall result in the raising of a credit note in favour of the purchaser.

## **7/ SETTLEMENT - TIME-SCALES**

In the absence of other provisions agreed between the parties, and as set out below, the supplies are invoiced at thirty days end of month and payable net with no discount, by bank transfer.

The invoice details the date on which the payment must be made: the payments are to be made to the vendor's registered address.

Any delay in payment relative to the contract dates shall give rise ipso facto to a late payment penalty calculated by application to the sums outstanding of a 5% rate and which where French law applies may not be lower than three times the statutory interest rate, or in other cases in accordance with the applicable national public policy without this penalty prejudicing the enforceability of the debt.

In application of commercial law (L441-3 and L441-6 articles) and in compliance with European directive (2011/7 of 16/02/2011): 40 € fixed price for collection charges.

The first sale after account opening is to be paid before delivery.

The vendor reserves the right to demand a prepayment amounting at least thirty percent of the total order amount.

On no account whatsoever may the payment dates be postponed, including in the event of a dispute.

Any knowledge of a significant change in the purchaser's economic or financial situation, even after partial execution of the orders, permits the vendor to obtain revision of the terms of execution and payment of those orders.

Default clause:

Non-payment of a payment due results ipso facto in all the invoices not yet due becoming due, even if they have been the subject of accepted bills of exchange.

Suspensive and termination clauses:

In the event of non-payment of a single payment due, the vendor reserves the right to suspend all non-executed orders, or even to terminate them, any partial payments received remaining acquired definitively by it.

## **8/ RESERVATION OF TITLE CLAUSE**

The vendor retains ownership of the products sold up until payment in full of the price in principal and other charges, payment being understood to be the effective collection of the price. Any default in payment of any of the payments due may result in a claim on the goods which may be made by recorded delivery letter sent to the client.

These provisions do not form an impediment to the transfer to the purchaser, on delivery, of the risks that the product may incur or occasion. The purchaser shall also bear responsibility for the insurance covering those risks on behalf of whomsoever it may concern and should provide evidence of having taken out such insurance on any request by the vendor.

The purchaser shall make sure that identification of the products is always possible.

The products in stock are presumed to be those unpaid.

The purchaser may sell the products in the context of the normal operation of its business. The purchaser thus undertakes to advise the vendor immediately of the details of the products sold and the names and addresses of the purchasers of them to enable it where appropriate to exercise against the third party purchaser its right of a claim on the price.

Authorisation for sale is automatically withdrawn in the event of a salvage action plan, receivership or liquidation.

## **9/ LIABILITY**

For it to be taken into consideration, any visible defect or non-compliance must

be advised by recorded delivery letter within a period of 24 hours after delivery of the products. That claim must contain exact information as regards the nature and extent of the defect or non-compliance.

Similarly, the purchaser must exercise all recourse against the carrier within the time-scales provided for by statute.

The vendor will assume liability up to a maximum value corresponding to the price of the products sold in respect to which a claim is made for all direct costs that the purchaser incurs as a result of the vendor's delivery of defective products.

Under no circumstances will the vendor be held responsible for indirect damages, including but not limited to: the loss of profits, loss of clients, loss of business or other consequential damages.

Our liability may not be sought for damage of any sort resulting from abnormal use of our products. The conditions recommended by us in particular relating to storage, handling, assembly, conditions of use and maintenance must be observed by our clients who are also bound so to inform the users.

## **10/ INDUSTRIAL AND COMMERCIAL PROPERTY RIGHTS**

Except in respect of standard products, it is the purchaser's responsibility to ensure that the chosen product design does not infringe third party intellectual property rights. In the event that there is an infringement of third party intellectual property rights both the vendor and the purchaser have the right to demand that the production of the product concerned is discontinued without either party having the right of recourse towards the other.

The purchaser acquires no right over the industrial, intellectual and commercial property elements supplied to it by the vendor, in particular through its catalogues, Price Lists, advertising documents or technical data sheets. These remain the sole property of the vendor.

The purchaser undertakes not to use them for any purpose other than those linked to its personal use or marketing of the vendor's products to the exclusion of any other purpose.

Under no circumstances may the products be sold under brand names, references or packaging or presentation other than those used by the vendor except where specifically expressly authorised by the vendor.

The production tools, moulds and art work are the property of the vendor when they are created in accordance with its specific design, even where the client has participated in the costs of creating the tooling, unless specifically agreed in writing otherwise. The vendor reserves the right not to store tools, moulds and artwork for more than three years after they were last used.

## **11/ FORCE MAJEURE**

The occurrence of a case of Force Majeure results in suspension of execution of the vendor's contract obligations.

The following is considered as a case of Force Majeure: any event which is outside the control of the vendor which prevents it from operating normally, at the product production and/or dispatch stage.

If a case of Force Majeure prevents the vendor from meeting the delivery dates, the delivery dates shall be postponed so as to increase the contract time-scales by a period equal to the time lost because of the case of Force Majeure.

The purchaser may not claim from the vendor any indemnity or compensation of any nature whatsoever because of a delay caused by a case of Force Majeure.

## **12 / DISPUTES**

It is expressly agreed that all litigation of which the business relations between the vendor and purchaser are the cause, object or occasion, will come under the exclusive competence of the Trade Court of the jurisdiction in which the seller is domiciled, also in the case of the introduction of third parties or of the plurality of defendants.

The relations between the parties are governed by and subject to French law.

