

TERMS AND CONDITIONS OF SALE DOMETIC SAS Applicable to all orders from 01/01/2025
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GENERAL

In the absence of an express written agreement between the parties on special conditions, any order implies full and complete acceptance of these terms and conditions of sale. The COMPANY reserves the right to make any changes in the presentation, shape, dimensions, design or material of its equipment, the reproductions and descriptions of which appear on its documents.

The COMPANY shall only be bound by any commitments made by its representatives or employees only subject to written confirmation of said commitments by the COMPANY. The sales contract, even in the case of a prior quotation or offer, shall only be valid subject to the COMPANY's express acceptance of the customer's order. Supplementary items added to the order shall be the subject of a new sales contract stating the relevant prices, conditions, lead times, etc.

RATE

The price list is exclusive of VAT for a minimum net amount ordered of 1500€ exclusive of VAT to be delivered (excluding remote delivery) at a single time and in a single place. The COMPANY shall invoice the delivery costs specified in the "Delivery - transport" article, in the case of an order of less than €1,500 excluding VAT, a remote order regardless of the value of the order, or an exceptional method of delivery requested by the customer.

In the event of an increase in the cost of raw materials, the COMPANY reserves the right to modify its price list by giving 60 days' notice.

DELIVERY-TRANSPORT

The delivery is carried out either by the direct delivery of the goods to the customer, or by simple notice of availability, or by delivery to the COMPANY's factories, shops or warehouses to a shipper or carrier.

In the case of carriage-paid sales, the COMPANY will invoice the customer for the delivery costs based on a flat-rate amount in accordance with the terms defined below:

- for orders to be delivered in one place and in one go for less than €1,500 excluding VAT: €30 excluding VAT
- for orders to be delivered to a remote delivery address of a professional third party: €80 excluding VAT, private third party: €200 excluding VAT. In this case, the flat-rate amount of €30 excluding VAT above will not be applied in addition.
- for any request for delivery by an exceptional means of transport (e.g. Express Deliveries): the delivery costs will be calculated by the COMPANY and specified in the quotation or the prior offer for the customer's agreement.

Regarding the HoReCa professional organization, for order to be delivered in one place and in one go, the COMPANY will charge the customer a delivery fee based on:

- 2% of the order amount excl. VAT with a minimum of €30 excl. VAT

Goods travel at the customer's own risk, even if they are returned or sent carriage paid or cash on delivery.

The COMPANY may not be held liable for damage occurring during transport or unloading. Consequently, it is the customer's responsibility to check the quantity and quality of the equipment on receipt.

Reasoned reservations specifying the type of damage, its location and its extent must be made on the carrier's receipt and confirmed to the carrier by registered letter with acknowledgment of receipt within THREE DAYS, excluding public holidays, following receipt (Article L.133-3 of the French Commercial Code). These precautions allow the carrier, who is solely responsible, to take action against its insurance company. When, in accordance with commercial practices, the COMPANY carries out ancillary transport operations such as loading, tarpaulin coverage, stowage, taking out insurance policies, customs formalities, etc. It only acts as an agent of the recipient, who retains responsibility for the costs, risks and perils of these operations.

DELIVERY TIME

Delivery times are agreed between the parties. Any delay of more than thirty (30) calendar days following the agreed delivery date entitles the customer to cancel the order.

If delivery is delayed at the customer's request or for any reason whatsoever beyond the COMPANY's control, and if the COMPANY agrees, the equipment shall be stored and handled, if necessary, at the client's expense and risk, the COMPANY declining all liability resulting from such delay.

These provisions in no way alter the obligations to pay for the supply and do not constitute novation.

The COMPANY cannot be held responsible for a delay in delivery:

- In the event that the payment terms have not been observed by the customer.
- In the event that the information to be provided by the client is not received in good time.
- In the event of force majeure as defined by Article L.1218 of the Civil Code and French case law or, events such as lock-outs, strikes, epidemics, pandemics, war, requisitioning, fire, floods, tooling accidents, scraping of major parts during manufacture, interruption or delay in transport or any other cause leading to total or partial unemployment for the COMPANY or its suppliers, the occurrence of an environmental risk preventing the circulation, export and/or supply of raw materials and finished or semi-finished products, acts of God and in particular national measures prohibiting the circulation, export and/or supply of raw materials, finished products and/or semi-finished products. To the best of its ability, the COMPANY shall keep the customer informed, in good time, of the cases or events listed above.

RETENTION OF TITLE

The equipment delivered remains the sole property of the COMPANY until full payment of the invoiced price and any sum due pursuant to the "PAYMENT" paragraph below.

By express agreement, the equipment travels at the client's own risk and peril, and the client, as custodian of the goods, is responsible for any damage or loss occurring after delivery. Furthermore, the customer may sell this equipment on behalf of the COMPANY prior to the said payment.

He will then retain, of the sums received, the share due to the COMPANY with the option, however, of paying it to the COMPANY only on the due date.

The COMPANY may also claim in the hands of the sub-purchasers the price or part of the price of the equipment sold with a retention of title clause that has not been paid, paid in value, or offset in a current account between the customer and his sub-purchasers. In order to exercise this right, the client undertakes to provide the COMPANY without delay and at the first request with all relevant information or documents concerning its sub-purchasers (identity, equipment sold, sales status, method and terms of payment, invoices, sales journal, etc.).

PAYMENT

All invoices issued by the COMPANY shall be paid within 30 days from the date of issuance of the invoice. Nevertheless, the COMPANY may request, in the quotation or preliminary offer, other payment terms and in particular payment when the order is placed, cash payment or payment on delivery in the case of special manufactures or production requiring long lead times or in the case of fixed assets of raw materials or tools, without however that the payment terms exceeds the legal limit of 60 days from the date of issuance of the invoice.

Payments are made net at the COMPANY's address. In the case of payment by bill of exchange, the customer shall be obliged to return the bills presented to him, accepted, within a maximum period of seven days. The costs shall be borne by the customer.

The terms of payment may not be delayed under any pretext whatsoever, and no claim on the quality of a supply shall suspend payment thereof if proof of its defectiveness has not been provided before the due date. A suspension of payment is only accepted on the invoice value of the incriminated documents.

The payment of the end-of-year bonus rebates granted shall be made by any means at the COMPANY's convenience (credit note, cheque, etc.) and shall be subject to strict compliance by the customer with the terms of payment.

By express agreement, it is agreed between the parties:

- That any request for a signed delivery receipt must be made as soon as the invoice is received and no later than 20 days before the contractual payment due date. After this deadline, the request will not be granted.
- That any request for a signed delivery receipt proved to be unjustified and generating late payment penalties, as set out in the clause entitled "PAYMENT – DELAY – GUARANTEE REQUIREMENTS". In the case of non-payment of a term by the customer, deliveries may be suspended without any compensation being claimed.

DISCOUNT

Early payment of an invoice entitles the customer to a discount of:

- Payment within 8 days invoice date: 0.25%
- Payment within 14 days invoice date: 0.17%

PAYMENT – LATE PAYMENT – GUARANTEE REQUIREMENTS

In the event of late payment, the COMPANY may suspend all pending orders, without prejudice to any other course of action.

Any amount not paid by its due date shall automatically become payable on the day following the due date without the need for a reminder:

- Upon the application of late payment penalties set at 10% of the sums due, which may not be less than 3 times the legal interest rate, the COMPANY reserving the right to offset the amount of such late payment interest on any discount, rebate or reduction that may be due.
- The payment of a fixed indemnity for recovery costs in the amount of forty (40) euros. If that the recovery costs incurred exceed this amount, the COMPANY may ask the customer additional compensation, upon justification.

In the event of non-payment, the sale shall be terminated by operation of law at the discretion of the COMPANY, which may request, in summary proceedings, the return of the products, without prejudice to any other damages. The termination shall affect not only the order in question but also all previous unpaid orders, whether delivered or in the process of being delivered, and whether or not payment is due.

In the case of payment by bill of exchange, the failure to return the instrument will be considered as a refusal of acceptance comparable to a failure to pay. Similarly, when payment is by instalments, the non-payment of a single instalment will result in the immediate payment of the entire debt, without formal notice. In all the above cases, any sum due for other deliveries, or for any other reason, shall become immediately due if the COMPANY does not opt for the cancellation of the corresponding orders.

Any partial payment will be applied first to the non-preferential part of the debt, then to the sums that fell due the earliest.

Any deterioration in the customer's credit may justify the requirement for guarantees or payment in cash or by bill payable on demand, prior to the execution of the orders received (or the COMPANY reserves the right, at any time, depending on the risks incurred, to set an overdraft limit for each customer and to require certain payment deadline or certain guarantees). This will be the case, in particular, if there is a change in the debtor's capacity, in his professional activity (and if the client is a company, in the person of the directors or in the form of the company), or if a transfer, lease, pledge or contribution of his business has an unfavourable effect on the customer's credit.

INTELLECTUAL PROPERTY

The client shall refrain from making use, without the express prior written agreement of the COMPANY, of any trademark, drawing, model, slogan and, more generally, any intellectual property right of which the COMPANY is the holder or for which the COMPANY has been granted a license, except for the use strictly necessary for the distribution and promotion of the products that the client resells, in compliance with the COMPANY's brand image.

AFTER-SALES SERVICE

The after-sales service of the devices is provided by the customer, under his full and entire responsibility.

Generally speaking, the COMPANY may not be held liable for the replacement of a device instead of a technical intervention falling within the scope of the after-sales service, the customer will assume responsibility for it and will bear the entire cost without being able to claim reimbursement or a contribution from the COMPANY.

WARRANTY CONDITIONS

These warranty conditions apply exclusively to the supply of new products. Consequently, products sold as a second choice, or even third choice, cannot benefit from the stipulations of this clause.

A) Contractual Guarantee

For use by end users in accordance with the appliance's specifications, the customer benefits from a contractual 2-year warranty on functional parts, with labour and travel cost borne by the customer. The warranty period starts from the date of purchase of the device by the end user. During this period, the contractual guarantee covers, upon presentation of an approved proof of intervention under guarantee by qualified personnel, the reimbursement of defective functional parts purchased from the COMPANY, excluding labor and travel costs and loss or deterioration of goods. The warranty certificate, bearing the customer's stamp and the date of sale to the end user, must be presented when the device is repaired under warranty and when requesting a reimbursement for parts. Otherwise, the invoice issued by the customer will be taken into consideration.

The conditions of use and instructions to be followed are set out in the operating instructions supplied with the appliance.

The COMPANY may not be held liable for the installation of the equipment (including the connections and the quality of the power supplies), as the COMPANY is not responsible for the installation. As a result, the COMPANY cannot be held liable for material damage or accidents to person resulting from an installation that does not comply

with legal and regulatory provisions (such as, for example, failure to connect to an earth connection, failure to comply with regulatory provisions concerning gas connections, etc.) or with the usual rules of prudence in this area. Lastly, the warranty cannot be applied if the equipment has been used in an abnormal manner, in particular in industrial or commercial application, or has been used in conditions different from those for which it was manufactured, particularly if the installation conditions prescribed in the user manual have not been observed, if the equipment has been exposed to external conditions affecting it (e.g. excessive humidity), or if there has been an abnormal variation in the electrical voltage.

Nor does it apply in the event of deterioration or accident resulting from impact, dropping, negligence, lack of supervision or maintenance, or in the event of transformation of the equipment or work carried out by staff or a company not approved by the COMPANY or carried out using spare parts that are not original or not approved by the COMPANY and, more generally, to any defect or damage attributable to causes of external origin.

Finally, cosmetic or consumable parts, and breakdowns related to accessories are also excluded.

Under no circumstances shall the COMPANY be obliged to change an appliance.

B) Legal Guarantee

The above provisions do not preclude the application of the legal guarantee arising from articles 1641 et seq. of the Civil Code.

APPLICABLE LAW - JURISDICTION

These conditions of sale and any resulting sales contract are governed by French law, to the exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.

Any dispute relating to the validity, interpretation, performance, non-performance and termination of these terms and conditions of sale or any sales contract arising from these terms and conditions of sale, as well as relating to the termination of the commercial relationship between the parties, shall be subject to the exclusive jurisdiction of the courts of PARIS, France, notwithstanding the plurality of defendants or the introduction of third parties, even for emergency proceedings or for protective proceedings, in summary proceedings or by petition. The acceptance of a bill of exchange or any other document does not constitute a novation or waiver of this attribution of jurisdiction.

In case of dispute, only the French version of the Terms & Conditions is authoritative.