

## Buromonic

Terms and conditions of sale applicable to distributors from 1<sup>st</sup> January 2019

### 1. GENERAL

1.1 The sale of Buromonic products is subject to the terms and conditions of this document and, where applicable, to all Distribution Contracts concluded between Buromonic and its Distributors. In the event of a conflict between this document and the Distribution Contract, the latter will take precedence.

1.2 Any change or addition to these terms and conditions will only take effect if they are in writing and signed by a duly authorised representative of Buromonic. These conditions are applicable to all estimates, quotes and contracts to the exclusion of all other conditions. In the event of a conflict or incompatibility between these conditions and any other conditions, these conditions will take precedence.

1.3 Buromonic reserves the right to carry out, at its discretion, credit checks on the Distributor, the Distributor's company or any manager thereof.

1.4 In response to the occasional request from clients to provide them with information about its Distributors, Buromonic may provide such information at its discretion.

### 2. PRICES

2.1 Prices will be consistent with those published when the order is placed. A price list is published in the Buromonic catalogue; however the contractual price for any item will be that which appears on the order confirmation.

2.2 Prices will not include VAT but will include packaging. Estimates, quotes and contracts only apply to the goods and services specified. A Distributor may request packaging for exportation, but additional fees will be chargeable to him and communicated when the order is placed.

2.3 Special prices provided for a client, a market and/or a particular project are only valid if they are supported by a request for special prices signed by an authorised sales representative of Buromonic.

2.4 Special price conditions are only valid for the named client and the market and/or project specified in the request for special prices. The prices specified are only applicable during the period indicated on the original request.

### 3. INFORMATION RELATING TO ORDERS

3.1 Orders will be sent by post, fax or EDI to avoid any errors or duplications. The requirements for the registration of an order are:

- A purchase order with a number unique to each purchase order, including any additions to an order.

- A contact name and telephone number for the order.

- A credit agreement and an appropriate credit limit.

- Clear details of the contract or an approved request for special prices (if required).

- If special products are requested, a copy of the quote signed "agreed".

- The net price and clearly indicated total amount of the order.

- The name of the end client in the case of a specific market or project.

- The delivery and invoicing addresses with their postcodes.

- All special delivery requirements.

- A preferred delivery date. If more than one delivery date is requested, separate orders must be placed, otherwise the delivery date will be that of the product with the longest completion deadline on the order (see Section 4).

- All products should be assigned a product code that is correct, recognisable and approved. Orders, including those for special products, that do not fulfil these requirements will be kept in a pending orders file and trigger processes intended to complete the missing details.

The Sales Department will notify the sender of all orders received, including orders for special products, which do not fulfil all of the above requirements.

Buromonic estimates and quotes constitute an invitation to treat. It follows that no binding contract will be considered concluded until an official order confirmation has been sent by Buromonic by post, fax or email. This confirmation of receipt will show the confirmed dispatch and delivery dates for the items ordered. Changes to an order cannot bind Buromonic until the latter has sent an order confirmation for the changes.

3.2 In the event of a query or disagreement relating to any part of the order confirmation, the Distributor must notify Buromonic within two business days of the confirmation being sent, otherwise it will be deemed that the order confirmation is correct.

3.3 Buromonic does not sell with an option to return goods unless that option has been agreed in writing before the order is confirmed. Products ordered from Buromonic and delivered by Buromonic must be paid for.

3.4 The return of goods to Buromonic cannot be accepted unless by prior agreement. If this agreement is granted, Buromonic will send a confirmation document and on receipt of the goods, proceed to inspect them. A credit note will be sent once the returned goods have been accepted according to the conditions stipulated by Buromonic. Unless specifically agreed in writing, the cost of returning the goods to Buromonic will be billed to the Distributor.

### 4. COMPLETION DEADLINES

4.1 Completion dates will be set in accordance with the completion deadlines published by Buromonic and according to the availability of the product. However, Buromonic's commitment on this point only relates to the deadline indicated on the order confirmation.

4.2 The completion date for an order is always that of the order item which has the longest completion deadline. If more than one delivery date is required, separate orders must be made to Buromonic.

4.3 The completion of orders providing for delivery before the normal completion deadline will depend on production availability and will take place on the earliest date possible. Requests for multiple dispatches must be approved before the order is received.

### 5. CHANGES TO PURCHASE ORDERS

5.1 A change will not be accepted unless Buromonic has the production availability to take on the change requested. Otherwise, the change will be refused or the order will be subject to the standard completion deadline.

All changes to or full or partial cancellation of an order (at the latest 2 days before the goods are dispatched) will be confirmed by a new order confirmation. Changes will not be deemed agreed until they are accepted by Buromonic. Requests to change or cancel an order must be made to Buromonic in writing.

Changes made to an order or the cancellation of an order may incur fees in accordance with clause 5.7.

The Distributor will be notified of these fees, which will be added to the order total, in writing.

5.2 Products ordered after products which have already been confirmed by an order confirmation will probably not be dispatched with the initial order, as the additional order will be completed within the normal completion deadline dating from its acceptance. A change increasing the quantity of a product must be accompanied by a revised purchase order.

5.3 Requests for changes (including changes to the details of an order confirmation) must be clearly documented and contain:

- A clear reference to the original order.

- Clear information about the nature of a change.

5.4 The delivery dates of amended orders are subject to change due to constraints on the unforeseen provision of supplies.

5.5 Postponements

Requests made by the Distributor to postpone delivery within the completion deadline will incur fees.

Arrangements for postponing delivery must be submitted in writing to Buromonic, with a statement indicating that the Distributor accepts the postponement fees.

The Distributor will be notified of these fees in writing when they are added to the order. These fees will be added on a separate line on the order.

5.6 Postponement Fees

Postponements within the completion deadline will be charged at 1% of the net total of the order per week or partial week.

Postponements made 10 working days or less before the delivery date will be charged at 5% of the net total of the order per week or partial week.

5.7 Cancellation Fees

The cancellation of an order or part of an order during the agreed completion period will be charged at 100% of the net total of the order or the part of the order concerned.

### 6. DELIVERY BY BUROMONIC

6.1 Delivery Fees

Unless otherwise agreed, for UK main land, free delivery is included for all orders over £ 600 net value (excluding VAT). For all other orders up to £ 300 net value, a £ 30 carriage charge net (excluding VAT) will be applied. For all orders from £ 301 to £ 600, net value, a £ 50 carriage charge net (excluding VAT) will be applied.

All changes to the delivery address must be agreed by the Sales Department and any new delivery address must be confirmed in writing. Such changes may incur a surcharge for transportation in relation to the new destination.

6.2 Buromonic must be notified of any restrictions on access affecting the delivery when the order is placed. Buromonic reserves the right to charge fees for the late notification of delivery requirements.

6.3 It is the responsibility of the Distributor to verify all of the products upon delivery and to sign a proof of delivery. Proofs of delivery signed "Not checked" will not be accepted and will free Buromonic from responsibility for missing or damaged goods.

If, following additional inspection and after installation of the product, any problem becomes apparent, Buromonic must be notified of it within 5 days of delivery.

6.4 Unloading - the provision of labourers is the responsibility of the Distributor. If a Distributor does not provide a sufficient number of labourers, Buromonic reserves the right to charge him the resulting fees. Buromonic reserves the right to charge fees for the removal and disposal of discarded materials left in vehicles chartered by Buromonic, as well as for the cost of unreturned pallets.

The permitted unloading times are as follows, and Buromonic reserves the right to charge the Distributor any fees resulting from delays in unloading:

|  |                   |
|--|-------------------|
| • 40-foot semi-trailer (full) – unloading area 13.6 m..... | 4 hours           |
| • Unloading area 6.1 to 10 m.....                          | 2 hours           |
| • Unloading area 3.6 to 6 m.....                           | 1 hour 30 minutes |
| • Unloading area less than 3 m.....                        | 1 hour            |

This applies when unloading "loose" packages.

The time limit for unloading any packages on pallets will be 30 minutes.

### 7. PAYMENT

7.1 Payments must be made in full by 30 days following the invoice date, or according to the provisions stipulated on opening the account.

7.2 Exemption from these conditions must be agreed by the Administrative and Financial Director of Buromonic.

7.3 Unless otherwise agreed in writing, the price and all other sums owed under the terms of the contract do not include VAT or any other tax, these are also payable and must be paid at the same time as the sums to which they relate.

7.4 If an invoice gives rise to a disagreement, Buromonic reserves the right to request, within the limits of the agreed payment terms, the amount owed to it, reduced by the recognised and agreed amount in contention.

7.5 Buromonic reserves the right to retain sums owed to the Distributor and to use them as compensation for sums owed to Buromonic.

7.6 When orders are made directly by an end user, a Distributor's commission will be payable by Buromonic on receipt of the client's payment.

### 8. SUSPENSION

In the event of failure to pay any sum owed to Buromonic by the due date, Buromonic reserves the right to:

8.1 Apply an interest rate of 2% per month (or partial month) to the outstanding amount.

8.2 Suspend or stop the delivery or installation of goods without prejudice to other complaints or compensation that Buromonic may raise or request, and without being responsible to the Distributor for any possible consequences of this suspension or stoppage. Delivery will take place on the next delivery date scheduled with the Distributor, at the earliest three working days from receipt of the payment, unless Buromonic agrees to advance the delivery at the expense of the Distributor.

8.3 To suspend credit facilities previously enjoyed by the Distributor.

### 9. RISK

9.1 If Buromonic agrees to insure a delivery service, the risk of loss, deterioration or damage of the goods will be assumed by the Distributor as of their delivery to the delivery address specified by the Distributor. If the Distributor takes delivery at the Buromonic depot in Honfleur, he will assume this risk as of the time of loading in accordance with the normal terms.

### 10. RETENTION OF OWNERSHIP

10.1 Buromonic will retain ownership of all goods until receipt of the full value of the purchase price from the Distributor, even if the goods have been delivered to the Distributor and are stored by him at his risk. While Buromonic has ownership of the product, the Distributor commits to keep it in good condition and to store, protect and insure it as property of Buromonic. The Distributor agrees that Buromonic is authorised to inspect its products at any time (subject to reasonable notice).

10.2 The Distributor is authorised to sell the product even if Buromonic retains ownership of it. The Distributor agrees that if he sells Buromonic's products to a third party, the Distributor will be deemed to be acting as an agent and his rights over product sales will not be beneficial to him until full payment of the purchase price has been received by Buromonic.

10.3 The Distributor will be obliged to insure the goods on his premises to their full replacement value, for the benefit of Buromonic, while the Distributor does not have ownership of them and to present proof of this insurance upon request.

10.4 Until full payment of the purchase price has been received, accompanied by any other amount outstanding to the company, Buromonic will have the right to:

- Obtain any insurance claim on the products as well as to use the money thus obtained to compensate itself for any loss or damage which it has suffered.

- Request that the Distributor give Buromonic the right to present and make any insurance claim intended to recover the sales price of the products sold to third parties.

- Enter the Distributor's premises (following reasonable notice) in order to retrieve all products owned by Buromonic. Authorisation for this may not be reasonably refused by the Distributor.

10.5 If a dissolution order is issued against the Distributor, if he goes into voluntary liquidation, if his assets are subject to court administration or if the Distributor agrees an arrangement with his creditors, Buromonic will be within its rights to terminate all contracts that it has entered into with the Distributor, to revoke all rights granted to the Distributor to sell Buromonic's products, and to enter the Distributor's premises to retrieve all goods belonging to Buromonic.

### 11. INSOLVENCY

11.1 This clause will take effect if: The Distributor reconciles with his creditors; if the Distributor is the subject of an administrative order, voluntary bankruptcy or liquidation; if the Distributor's business is put into liquidation or under court administration; if the Distributor ceases or threatens to cease his activities; or if Buromonic comes to believe that any of these events is on the point of occurring and has notified the Distributor of this.

11.2 If such a situation occurs, Buromonic will be authorised to cancel all contracts entered into with the Distributor and to suspend deliveries or services intended for the Distributor without assuming any responsibility towards the Distributor. If goods or services have been provided but not paid for, the sums owed will be payable immediately. If they are not then paid, Buromonic will be authorised to enter the Distributor's premises during business hours and to retrieve all good belonging to it. These rights are in addition to the other rights retained by Buromonic.

11.3 The Distributor must notify Buromonic immediately of the occurrence of any of the events provided for in clause 11.

### 12. COMPLETION AND WARRANTY

12.1 If, during the applicable warranty period, defined in the warranty published by Buromonic, a product, item or component has material or production defaults, Buromonic will choose either to replace it with a comparable product or to repair it for free. A product, item or component that is the subject of a claim based on the warranty must have been installed and maintained in accordance with the instructions published by Buromonic and must not have been exposed to unreasonable usage or have been modified. For more details refer to the terms and conditions of the Buromonic warranty.

12.2 This warranty applies to people who purchased their products as new products directly from Buromonic or from one of its authorised Distributors. To make a claim under this warranty, a receipt for the products or similar proof of purchase that is judged sufficient by Buromonic must be provided.

Refer to Buromonic's manufacturer's limited warranty for up-to-date details of the Buromonic warranty.

12.3 Buromonic will be responsible for providing replacement products or items to the Distributor during the replacement period under the warranty. The Distributor will be responsible for making these products or items available to the client and for providing personnel for its installation.

12.4 Where large-scale maintenance operations are necessary for reasons directly connected to product defects, Buromonic may agree to cover the resulting costs where these surpass those that would normally be considered to be the Distributor's responsibility. In this case, an estimate of the cost will be presented to the maintenance services manager and approved by him/her before work commences. Buromonic reserves the right to use its own personnel or its own service contract terms to undertake large-scale operations on site.

12.5 We may have to ask a Distributor to carry out maintenance operations for a client that is not and is not expected to be on their client list. In this situation, we would be prepared to cover the cost of the operations where the cost of the operations is not invoiced to the client.

12.6 EXCLUDING THE ABOVE, ALL CONDITIONS, WARRANTIES AND DECLARATIONS WHICH MAY BE IMPLICITLY OR EXPLICITLY, LEGALLY OR IN ANY OTHER WAY APPLICABLE TO THE PRODUCTS ARE NULL AND WILL HAVE NO EFFECT ON THIS WARRANTY.

12.7 Excepting the above, Buromonic will not accept responsibility for any loss or damage (including expenses), under any circumstances, whether direct or indirect, which purchasers or third parties suffer as a result of its products. Nevertheless, none of these provisions will remove or limit, or be considered as removing or limiting, Buromonic's responsibility in the event of negligence on its part which results in the injury or death of a person.

### 13. QUALITY AUDITS AND INSTALLATION OF PROJECTS

13.1 Buromonic will carry out random quality audits during installation works. These audits and their observations will be reviewed with the Distributor.

### 14. OTHER EXPENSES

14.1 Buromonic will not agree to compensate the Distributor for costs incurred by him when sending the products. Buromonic will not accept responsibility for costs incurred to repair damage caused by third parties, clean the products or remove waste products, nor for the cost of security, telephone lines, electricity or heating in the usage costs of "house" equipment such as lifts and lifting equipment.

### 15. REQUESTS FOR COMPENSATION

15.1 Buromonic will not accept responsibility for damage to or loss of goods in transit unless, within 5 days of delivery, full details are sent in writing to the Sales Department on an incident report form accompanied by photographic proof.

15.2 Buromonic will not accept responsibility for any missing items unless, within 5 days of delivery, full details are sent in writing to the Sales Department on an incident report form.

15.3 Buromonic will not accept responsibility for the loss or damage of goods while they are being unloaded by outside personnel not employed by Buromonic or agents acting on the instructions of Buromonic. Buromonic reserves the right to carry out an inspection before accepting any requests for compensation, which must be submitted in writing.

15.4 Damaged products cannot be returned to Buromonic unless by prior arrangement and only following written authorisation from Buromonic, which may choose to provide a replacement or send a credit note equal to the value of the invoice.

15.5 Additional expenses will not be accepted for new visits to the location in question without the prior agreement of Buromonic.

### 16. ADDITIONAL INFORMATION

16.1 Buromonic may not be held responsible for the non-execution of any of its contractual obligations if this non-execution is due to circumstance beyond its control. If part or all of a contract becomes impracticable, Buromonic will nevertheless retain the right to reasonable remuneration for goods provided and work carried out.

16.2 No one acting or pretending to act on behalf of Buromonic is authorised to verbally waive any of the rights due to Buromonic according to the terms of the contract, and no waiver can take effect unless it has been registered in writing and signed on behalf of Buromonic by a duly authorised representative. The waiver by Buromonic of any of its rights under the terms of the contract may not be understood as a general waiver of these rights or of any other rights.

16.3 Notifications or other communications made within the framework of the contract may be sent by fax, email or messenger service to the last known address of the correspondents.

16.4 The section titles of these conditions are for information only and shall not affect their interpretation.

16.5 Estimates, quotes and contracts are subject in every way to French law and the Distributor agrees to submit any issues or related matters to the jurisdiction of the French courts.

16.6 Buromonic reserves the right to amend these conditions subject to giving the Distributor 7 days' notice.

16.7 All information and guidance provided by Buromonic is confidential and should not be shared with third parties unless it is considered to be in the public domain or part of public knowledge, or unless the Distributor is legally required to share it with third parties.