

# GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND PAYMENT

## DEFINITIONS

**Customer:** Company or professional person entering a request to purchase products from TANALS.

**Products:** products marketed by TANALS.

**TANALS:** TANALS, SAS, simplified joint-stock company with a capital of 319.166 euros, whose head office is located at 5, Place des Alliés, 68290 MASEVAUX, France, incorporated in the Trade and Company Register of Mulhouse under N° B 945 751 063

## ARTICLE 1 – SCOPE OF THE GENERAL TERMS AND CONDITIONS - ENFORCEABILITY

Pursuant to article L.441-6 of the French Commercial Code, the General Terms and Conditions herein form the basis for negotiations between TANALS and the Customer. They are expressly approved of and accepted by the Customer, who hereby declares and acknowledges that it is perfectly familiar with them and therefore undertakes not to invoke any contradictory document or its own terms and conditions of purchasing.

Any contrary term or condition invoked by the Customer shall not be enforceable against TANALS, excepting our Company's express acceptance thereof.

The fact that TANALS should not invoke any one of the General Terms and Conditions herein at any given time may not be interpreted as a waiver of any one of the said Terms and Conditions subsequently.

The General Terms and Conditions are systematically communicated to all customers who so request, to enable them to place orders.

## ARTICLE 2 – ORDERS

### 2.1 Formalising the placement of orders

All orders must be placed in writing and transmitted to TANALS by email or letter.

The Customer is irrevocably committed on accepting the offer made by our Company.

However, all written orders emitted by the Customer must be expressly accepted in writing by TANALS and formalised via an acknowledgement of receipt of the order.

### 2.2 Prices

The prices, information and descriptions given in catalogues, flyers and price lists are for information purposes only. TANALS reserves the right to make any modifications to its printed documents.

The current prices will be the ones indicated by TANALS during the order confirmation.

Any price offers communicated to the Customer shall only be valid for a period of a month from the day they are sent, except special conditions.

Selling prices for each Product are quoted excluding packaging, carriage costs, insurance costs and exclusive of taxes; VAT and other taxes and duties being payable in addition on the basis of the current price list on the day the order is received by TANALS.

### 2.3 Changes to orders

Changes to orders requested by the Customer shall only be considered following acceptance by TANALS and receipt of the new rectified order in writing.

Should the Customer cancel the order for any reason whatsoever, except in cases of force majeure, any down payment made with the order shall be rightfully acquired by TANALS and shall not give rise to any repayment.

Once the order is formalised, the price of Product orders placed by TANALS with its suppliers or subcontractors for the needs of the Customer shall be fully payable by the Customer, including in the case of dispute, cancellation or a request to change the order.

## ARTICLE 3 – DELIVERIES

### 3.1. Means

Deliveries are conducted in conformity with the order either by directly remitting the Products to the Customer, or by simple notification that the Product is available, or by handing the product over to a carrier or shipper on TANALS' premises.

### 3.2. Deadlines

Delivery deadlines are given for information only, without any guarantee, and may be rightfully extended by any event occurring beyond TANALS' control, in particular in the case of force majeure, the fault of a third party or the fault of the Customer resulting in the delivery being delayed.

In all cases, exceeding the delivery deadlines may not give rise to the payment of damages, deductions or cancellations of the orders in process.

### 3.3 Risks

TANALS is no more than the agent of the Purchaser or its consignee in order to organise or carry out the shipment, if required, following the Customer's express request.

In the case of sales on French territory, the transfer of risks occurs at the moment the goods are made available on TANALS' premises.

Freight charges are billable except particular conditions established between the customer and TANALS. In all cases, they travel at the

Customer's risks The Customer should check the apparent state of the Products and the number thereof upon delivery. The Customer must then ensure the storage of the products at its own cost and shall be liable for any damage caused by the goods.

For international sales, the Incoterm FCA Masevaux is applicable, excepting an agreement to the contrary signed between the Customer and TANALS.

### **3.4 Product reception - Claims:**

Notwithstanding the provisions hereabove with reference to the carrier, claims on apparent flaws, missing items or the non-conformity of the Products delivered must be formulated in writing within 8 (eight) days of their reception and in all cases before the Products are used or sold on.

It is up to the Customer to provide all proof as to the actual existence of the flaws and anomalies observed. The Customer must facilitate TANALS' job of proceeding with duly stating the existence of the flaws and providing a remedy thereto. The Customer shall not personally intervene or bring in a third party to this effect.

Furthermore, the defect claimed must be stated by both the Customer and TANALS.

No Product may be returned or exchanged without TANALS' written agreement as to the nature and quantity of goods returned and the payment of the carriage costs.

The Products must be returned new, without having been in operation, in their original packaging.

TANALS shall not accept returned Products that have been partially consumed or whose packaging has been opened making it impossible to repackage and resell.

In the case of non-conformity with the order duly proven by the Customer, TANALS may either replace the disputed Products delivered within the shortest deadline and at its own cost, or proceed with the reimbursement of their price.

If the returned goods do not comply with the procedure hereabove, the Customer shall lose any down payments made or be required to pay the full price should the returned product be unusable or no longer in a state to be resold by TANALS.

## **ARTICLE 4 – WARRANTIES**

### **4.1 General points**

TANALS is not bound by any other warranty than those applicable by law.

The warranty is not applicable in the case of normal wear and tear, any fault on the part of the Customer or a third party (non-conform storage, installation or use, lack of maintenance, indirect damage, intervention, repairs, dismantling or modifications by the Customer or a third party).

More specifically, TANALS cannot be held liable for any direct or indirect damage resulting either from incorrect usage of the belts or any usage not initially provided for, such as:

- Using a belt to ensure any movement or steerage on any type of vehicle (land or sea);
- Use on a drone or any other aircraft;
- Use in a medical device of type IIb or III.

Furthermore, TANALS shall not be bound by its obligation in the case of force majeure or unexpected events such as lack of labour, political events, irregular provision of raw materials or spare parts, breakdown or delay in shipments and generally speaking any event beyond TANALS' control hindering normal operations during the production or shipment stages of the Products, whether said events are experienced by TANALS or its suppliers. In such cases, TANALS is authorised to postpone its commitments by extending the deadlines agreed on or to cancel the sales contract.

Furthermore, any calculation notes supplied by our Company are for information purposes only and in no way guarantee a specific operating life, a number of cycles or the mechanical behaviour of the Product.

### **4.2 Specific case**

#### **4.2.1 Transformation of parts supplied by the Customer**

Notwithstanding the provisions hereabove, in the specific case of sub-contracting assignments for parts supplied by the Customer, TANALS cannot be held liable for the destruction of said parts or their materials unless it can be proven that such destruction was intentional.

#### **4.2.2 Standards / Regulations**

Specifications for applying a standard imposed either by a geographic zone or a field of activity must necessarily be specified by the Customer during the price enquiry and at the latest when the order is placed. No document (including Food Certificates, RoHS, REACH or other) may be demanded during the production process or after delivery of the product. TANALS cannot be held liable if said documents not requested by the Customer within the timeframe specified hereabove are not communicated.

## **ARTICLE 5 – PAYMENT TERMS**

Invoices issued by TANALS are payable to the head office at 5 Place des Alliés, 68290MASEVAUX, France, it being specified that drafts made out by TANALS or the issuance of drafts not domiciled in MASEVAUX, the acceptance of cheques and the payment of invoices by bank transfer neither substitute nor waive this clause.

Invoices are payable (except special conditions), in full and in a single payment within 30 days from the date of issue.

However, TANALS reserves the right to demand a down payment payable when the order is placed.

No discount is granted for early payment unless expressly agreed to at the time the order is placed.

In no case may payments outstanding be postponed or subject to any reduction or compensation without the written agreement of TANALS. Any payment made to TANALS shall offset the amounts due for whatever reason, beginning with the oldest amounts owing.

In the event of late payment, TANALS may postpone all order in process, without prejudice to any other form of action.

Any amount not paid by the due date shall rightfully incur the application of penalties from the day following the deadline set hereabove, for the application of penalties equal to 3 times the legal interest rate, pursuant to article L.441-6 of the French Commercial Code. It is hereby specified that penalties are calculated on the basis of the price of the Products sold including VAT.

Likewise, any late payment shall give rise to the application of an indemnity to cover recovery costs at a flat rate of 40 euros per fully or partially unpaid invoice pursuant to article R.441-6 of the French Commercial Code.

The Customer must reimburse all costs above this amount incurred by the collection procedure for the sums due, including all legal fees and expenses.

Penalties for late payment are payable upon simple request made by TANALS, without any reminder being required.

Notwithstanding the right to retention of title mentioned herebelow, any non-respect of any payment deadline whatsoever, serious breach of the Customer's credit and in particular, the disclosure of any protest or pledge whatsoever with reference to the business, shall lead, at the cost of our Company, to:

- either close-out netting and immediate payment of the sum still outstanding for any reason whatsoever and the suspension of all shipments;
- or the cancellation of all orders in process without legal procedure, 8 days following simple notification thereof by recorded delivery letter remaining without effect.

#### **ARTICLE 6 – INTELLECTUAL PROPERTY**

All tooling, inventions and operating or adjustment techniques regarding the Product come under TANALS' full ownership. The Customer may not claim any right over them excepting specific agreement thereto.

Invoicing the costs of tooling, setting in operation or adjusting the Products in no way entails the transfer of the tooling or the intellectual property rights for the inventions and techniques related thereto.

Generally speaking, TANALS remains the owner of all intellectual property rights for surveys, drawings, models, moulds, prototypes and tooling that it has produced, whether they are patented or not. The Customer therefore undertakes not to reproduce, or use said surveys, drawings, models, moulds, prototypes and tooling without TANALS' express prior authorisation in writing, which may lead to financial compensation in return.

#### **ARTICLE 7 – RETENTION OF TITLE**

The sale of Products is agreed to under retention of title.

Consequently, the transfer of ownership of the Products to the Purchaser shall only occur upon full payment of the price. In the case of a cheque or paper instrument, the payment shall only be deemed to have occurred at the time the amount is effectively credited.

Until the transfer of ownership is complete, the Purchaser shall make sure the Products are properly preserved and ensure that the Products mentioned on the invoice and not yet paid in full remain constantly recorded, individually identifiable and recognisable. In all cases, any unpaid goods are deemed to be those remaining in the Customer's stock.

Any transaction which would jeopardise our Company being able to take back the Product in its original state (notably through processing it) or change the legal status thereof (transfer, pledged as security, for example) can only be carried out with the prior, written agreement of our Company after full payment of the price.

The Purchaser is bound to oppose by all legal means any claims third parties may make over the Products sold through seizure, confiscation or any equivalent procedure. As soon as such a procedure is known, the Purchaser shall immediately inform TANALS thereof to enable the Company to protect its interests.

If TANALS takes back the Products under the retention of title clause, the Purchaser is obliged to make good any damage resulting from the non-availability and/or depreciation of the Product concerned. Consequently, the Purchaser shall owe an indemnity set at 2% of the agreed price excl. VAT per month of retaining the goods taken back under a penal clause.

#### **ARTICLE 8 – CLAUSE ASSIGNING JURISDICTION – LAW APPLICABLE**

Notwithstanding any statement to the contrary, the courts with jurisdiction over TANALS' head office shall alone be competent to deal with any disputes which may arise with reference to the settlement and execution of contracts signed with said Company.

The law applicable to sales contracts, including international sales, is French law, excepting the provisions laid down in the Vienna Convention on international sales.

In the event of any divergence of interpretation, the French version shall prevail over any other version of these General Terms and Conditions of Sale in another language.