



GEPLAST

The future takes shape together

GENERAL TERMS & CONDITIONS OF SALE

These General Terms & Conditions of Sale can also be viewed on the Internet site www.geplast.fr

I – SCOPE OF APPLICATION

Sales by the company GEPLAST (hereinafter 'our Company' or 'us') are subject to these general terms & conditions, which the customer undertakes to fulfill unreservedly and which take precedence over any purchasing condition and any contrary clause stated in the customer's documents, unless formally and expressly waived by us.

No delay or omission by us at any given time in exercising any of these conditions may be interpreted as a waiver to us imposing the aforesaid condition. If one of the conditions specified herein were to be cancelled or rendered unenforceable upon the customer, in whole or in part, the customer would remain bound by all the other conditions.

II – FORMATION OF THE CONTRACT

Any order received from the customer, proposal or quotation issued by our Company must be acknowledged by an **order confirmation** from us, accepted by the customer.

This order confirmation commits us, and the customer, and is valid in the event of a subsequent dispute. Only the order confirmation accepted by both parties may depart from these general terms & conditions. In the event of contradiction with the order confirmation, the latter takes precedence.

Our drawings, designs, studies, photos, brochures, catalogues, etc. remain solely our property.

III – DELIVERY – LEAD TIMES

Unless otherwise stated in our order confirmation, delivery lead times are for guidance only and are not guaranteed. Neither compensation nor contract cancellation shall be granted in the event of delay.

However, in the event of a delay exceeding 8 weeks beyond the guide delivery date, not attributable to a *force majeure* event, the customer may ask to cancel the sale, without penalty to either party, after serving notice without effect. Deposits paid shall be returned to the customer within eight days.

The customer accepts that the products ordered should be delivered in full, or only partially subject to having been duly notified in advance.

In any event, the order can only be fulfilled if the customer is up-to-date with its obligations towards our Company.

IV – DELIVERY – TRANSFER OF RISKS – RETURNS

The delivery of our goods and their packaging materials is considered to take place in our warehouses. Risks are transferred to the customer once the goods are collected.

The customer has a time limit of 10 days after the goods are made available to be taken into the customer's possession. Beyond this deadline, the risks will be transferred to the customer, who will be liable to pay penalty storage fees equivalent to 1% of the price of the goods, per day of delay, without prejudice to other justified damages and interest.

Upon receipt, the customer or its representative is required to check the goods delivered against the order and to verify their condition.

Our Company waives all liability for errors in quantity, visible damage or defects observed after the delivery note and/or consignment note has been signed.

Defects in part of the delivery are not grounds to reject it in full.

Other than for errors compared to the order or acknowledged defects, the products may not be taken back. No product may be sent back without our prior written consent and our return shipping instructions.

For profiles delivered in metal containers, it should be noted that the containers remain the non-transferable property of our Company and must be returned to us. If not returned, the customer will be invoiced for the cost of the containers (€350 ex VAT each).

V – TRANSPORT

Unless otherwise agreed, the customer is responsible for transport of the goods.

If we provide the transport or assign it to a third-party carrier, it is expressly agreed that this is at the customer's request and risk, including when the price is specified as 'free delivery'. It is therefore the customer's responsibility to take any necessary measures in the event of damaged or missing items, in accordance with the provisions of articles L. 133-3 *et sequor* of the French Commercial Code.

Unless formally and expressly waived by us, no clause may be considered as waiving the aforementioned rules.

VI – GUARANTEE – LIABILITY

In accordance with articles 1641 *et sequor* of the French Civil Code, our products carry the legal guarantee for hidden defects, as well as for visible defects as soon as, in the latter case, these visible defects have been reported by the customer or its representative upon receipt.

For third-party products incorporated into our own products, our Company can agree no greater guarantee than that due from and granted by the suppliers and manufacturers of the aforesaid third-party products.

In all cases, if the non-compliance or defect is acknowledged, our Company's liability shall be limited, at our discretion, either to exchanging or repairing the non-compliant or faulty product or component, or to refunding the order, to the exclusion of any compensation or damages, for any reason whatsoever, particularly for the costs of labor, dismantling, refitting, immobilization or transport, etc.

The guarantee does not apply when the conditions of storage or installation do not follow best practice, or are inappropriate or contrary to our guidelines, in the event of negligence, incorrect cleaning and inappropriate or non-compliant use of our products.

VII – PRICE – PAYMENT TERMS

Our prices are listed excluding VAT and excluding packaging, and our goods are always invoiced at the price in force on the day of the order confirmation; VAT is added at the rate in force on the invoice date. Payment costs such as transfer fees, conversion fees, customs fees, etc. are to be paid by the customer

Invoices are payable to our head office 30 days net of shipping, unless otherwise expressly agreed by us. If an order is fulfilled in several deliveries, the invoices relating to each delivery are payable as they are issued without waiting for the entire order to be fulfilled.

In addition, in accordance with the provisions of article L. 441-10 of the French Commercial Code, any delay in payment or any extension of the deadline entails *ipso jure* the application of late-payment interest calculated *prorata*, equal to the interest rate applied by the European Central Bank to its most recent refinancing operation increased by 10 percentage points.

Furthermore, any delay in payment not authorized by our Company results in liability, under a penalty clause for late payment, for fixed compensation set at 10% of the price, as well as payment of the fixed debt recovery allowance of €40 specified in article L. 441-10 of the French Commercial Code, which may be increased by the actually recovery expenses incurred (if greater than the fixed fee).

VIII – OUTSTANDING PAYMENTS – DEFEASANCE CLAUSE

In the event of failure to pay, forty-eight hours after serving notice without effect, the sale will be cancelled *ipso jure* if we so wish and our Company may seek to have the products returned, without prejudice to any other damages. Cancellation will affect not only the order in question but also all prior unpaid orders, whether they have been or are being delivered and whether or not payment is outstanding.

For payment by bill of exchange, failure to return the bill will be considered as a dishonored bill, comparable to a default of payment. Similarly, when payment is staggered, failure to pay a single instalment will result in immediate liability for the whole debt without notice being served.

In all the above cases, the sums that would be due for other deliveries or for any other reason will immediately become due if our Company does not opt to cancel the corresponding orders. Our Company may also, if it wishes, suspend fulfilment of any current order.

IX – DETERIORATION IN THE CUSTOMER'S SOLVENCY OR FINANCIAL POSITION

If the customer's solvency or financial position deteriorates, we may, at our discretion, either cancel the order or demand payment or demand additional guarantees. In the event that joint proceedings are taken against the purchaser, we will be able to cancel the order insofar as this is permitted by local law applicable to these proceedings.

X – FORCE MAJEURE – UNFORESEEN EVENTS

Any *force majeure* event will result *ipso jure* in suspension of deadlines for fulfilling our commitments and will give us the option, as applicable, to cancel them.

Under no circumstances may we be held liable if a *force majeure* event makes it impossible for us to deliver or fulfil the order.

Force majeure, in particular as understood in relation to these terms & conditions, include but are not limited to: pandemic, war, mobilization, general or partial strike, lock-out, delay by our suppliers, machine failure, procurement problems for raw



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materials, components, equipment or power, fire or any other event over which we have no control, such as to prevent or reduce manufacturing or deliveries.

In the event of a significant modification to the economic conditions in force when we accepted an order, such as to make fulfilment excessively costly for us (particularly the price of the raw material), we reserve the right to negotiate the terms of this order and to cancel it if it is impossible to reach agreement.

XI – COMPLIANCE WITH OUR RECOMMENDATIONS

Correct use of the products sold by our Company requires our recommendations to be strictly followed, in particular for selection, storage, installation, use and cleaning as specified in our manuals, guides, specifications, catalogues, maintenance sheets and other technical documents.

These documents can be freely viewed on our internet site www.geplast.fr

These documents can also be handed to the customer on request.

The customer undertakes to bring them to the attention of intermediate and end users.

In any event, the customer undertakes not to make any use or take any action with the products sold without first inquiring about any recommendations regarding the aforesaid products. Failure to follow these recommendations rules out any replacement, repair, refund or compensation of any kind.

In particular, these recommendations include, but are not limited to, the following and are no substitute for carefully reading and closely following the technical documents relating to each product and, if in doubt, first referring back to our Company:

[Confirm the compatibility and suitability of the products for the customer's needs](#)

The customer has a duty to confirm the suitability of our products and their technical features for their needs, expectations and uses they plan to make of them.

In the event it is planned to use our products in combination or incorporated with other products for which we have not previously guaranteed compatibility, whether these products come from our Company or third-parties, it is the customer's responsibility first to ensure the suitability and compatibility of the products with each other and more generally the technical feasibility of operation under reasonable conditions.

[Confirm the condition of the products before use and commissioning test](#)

The products sold by our Company, whether made from synthetic material (e.g. PVC or ABS) or plant-based/hybrid material (e.g. the Loryza range), may have small manufacturing differences, particularly in their appearance (colour differences, material imperfections, etc.) and small differences in length.

If the products are intended for a specific use, the customer should first perform tests.

[Storage and cleaning conditions for the products](#)

Products must be stored and cleaned under normal and usual conditions ensuring they retain their structure, properties and appearance, in particular with regard to unforeseen climatic, atmospheric, temperature, light or other conditions, irrespective of their source, and in all cases complying with our specific recommendations, where they exist. In general, the products must be stored out of sunlight, bad weather and moisture.

In particular, for storage, the products should be stacked on a dry flat surface, in a cool and well-ventilated place, out of the light, so as not to be distorted or discolored.

Profiles made of 100% PVC should be cleaned using warm soapy water with a soft non-abrasive sponge and rinsed with clean water. No solvent, acid, acetone-based or chlorinated product should be used. For storage, cardboard kits such as packs should be laid on a dry flat surface, in a well-ventilated place, to avoid distortion.

XII – ADVERTISING RIGHT

Any use by the customer of one of our trademarks or company name will be subject to our prior written agreement.

XIII – PERSONAL DATA

In the context of contractual relations with the customer, our Company employs computerized systems making it easier to manage the customer's order, to meet legal or regulatory obligations and to send sales documents to the customer. Some of the data collected in this way, required to agree or fulfil the contract(s), may relate to one or more identified or identifiable natural persons acting in their professional capacity. In this case they meet the qualification for personal data in the meaning of current national and European regulations. Our Company is then considered as the Data Controller.

In doing so, our Company undertakes under all circumstances to comply with the regulations applicable to processing personal data, and particularly Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 applicable with effect from 25 May 2018 (hereinafter 'GDPR') and French law⁷⁸- 17 of 6 January 1978 on data processing, files and freedoms.

Our Company also undertakes only to involve or work with contractors or partners that also comply with them.

In compliance with the regulations, these data are stored for the duration of the commercial relationship between our Company and the customer, then for a period of 3 years following its end, for statistical purposes, without prejudice to any legal or regulatory obligations for data archiving when they exist and storage made necessary to establish proof of a right or a contract that can be archived in accordance with the provisions of the French Commercial Code.

In any event, natural persons affected by processing of data about them have a right of access, rectification, erasure, restriction of processing, opposition or data portability, the right not to be affected by automated decision-making (including profiling) and a right of appeal to the CNIL (French data protection commission).

XIV – RETENTION OF OWNERSHIP

PRODUCTS SOLD REMAIN OUR PROPERTY UNTIL EFFECTIVE PAYMENT OF THE ENTIRE PRINCIPAL AND INCIDENTAL PRICE. IN THIS RESPECT, PROVIDING A BILL OF EXCHANGE OR ANY OTHER SECURITY CREATING AN OBLIGATION TO PAY DOES NOT CONSTITUTE PAYMENT IN THE MEANING OF THIS CLAUSE.

FAILURE TO PAY ANY OF THE INSTALMENTS MAY RESULT IN DEMANDS TO RETURN THE PRODUCTS.

CUSTOMER UNDERTAKES, UNTIL PAYMENT OF THE FULL PRICE AND SUBJECT TO AN IMMEDIATE DEMAND BY OUR COMPANY TO RETURN THE PRODUCTS, NOT TO TRANSFORM NOR INCORPORATE THE AFORESAID PRODUCTS, NOR TO RESELL THEM OR PAWN THEM.

IN ANY EVENT, THE PRODUCTS STILL IN THE CUSTOMER'S POSSESSION ARE CONSIDERED TO BE THOSE FOR WHICH PAYMENT IS OUTSTANDING.

THE CUSTOMER ALSO UNDERTAKES TO NOTIFY US IMMEDIATELY OF ITS SUSPENSION OF PAYMENTS, OR TO SUBMIT ITSELF OR BE SUBJECT TO JOINT PROCEEDINGS FOR RECEIVERSHIP OR COURT-SUPERVISED WINDING UP ON REPORT OF EXISTENCE IN ITS STOCK OF UNPAID GOODS BELONGING TO US AND TO SUPPLY US ANY INFORMATION ENABLING US TO DEMAND THE RETURN OF GOODS FROM SUBSEQUENT PURCHASERS.

THESE MEASURES ARE NO OBSTACLE TO TRANSFER TO THE CUSTOMER, AT DELIVERY, THE RISKS OF LOSS OR DAMAGE OF THE PRODUCTS SOLD, AS WELL AS DAMAGE THAT THEY COULD CAUSE.

XV – APPLICABLE LAW – SETTLEMENT OF DISPUTES

ALL DISPUTES RELATING TO OUR SALES AND TO FULFILMENT OR INTERPRETATION OF OUR GENERAL TERMS & CONDITIONS OF SALE ARE SUBJECT TO FRENCH LAW AND WILL BE SOLE JURISDICTION OF THE NANTES (FRANCE) COMMERCIAL COURT, EVEN FOR A GUARANTEE CLAIM OR WHERE THERE ARE MULTIPLE DEFENDANTS.

Date :

Last name, First name:

Signature preceded by the mention "Read and approved"