

GENERAL TERMS AND CONDITIONS OF SALES AND SERVICES

1. DEFINITIONS

Capitalized terms, singular or plural, used in this General Terms and Conditions (CGV) have the meaning set out below :

Customer : means the legal entity receiving the Quote from the Seller and issuing the Order.

Order : means any purchase order whatever its form, issued by the Customer and expressly accepted by the Seller and including in particular the designation of the good or service ordered, the price and, where applicable, the reference of the applicable Quote.

Quote : means the document sent by the Seller to the Customer including at least the description of the good or service offered and its price.

Party(ies) : means Seller and/or Customer.

Seller : means the entity of the DUQUEINE Group providing the Products or Services under an Order.

2. PURPOSE – SCOPE OF APPLICATION

The purpose of these General Terms and Conditions is to define the terms and conditions applying to any sale or provision of services carried out by the Seller.

These conditions govern all quotes, offers, orders, order confirmations, invoices, services, sales and all contractual or pre-contractual commercial relations. They shall take precedence over contrary clauses which may appear in the Customer's general purchasing conditions in accordance with the legislation in force. These General Terms and Conditions may be supplemented by special conditions and technical specifications agreed in writing between the Customer and the Seller.

The Customer is deemed to have accepted them without reservation as long as he has not informed our company of his possible disagreement by registered letter with acknowledgment of receipt within 8 days after the date of the order.

Any exemption from these conditions will only be considered accepted after receiving the Seller's prior written consent.

3. ORDERS

The specific conditions of our service offer, including the conditions of validity, are stipulated in the terms of the quote. In the event that the period of validity is not stipulated in the quote, the conditions are valid for 30 days from their date of issue. After the validity period, the various elements relating to it, in particular those relating to prices, may be subject to revision.

Any order emanating directly from a Customer constitutes a firm and irrevocable offer to enter into a contract on their part.

Orders are only final after written acceptance of the Order by the Seller, this acceptance may also result from the production, provision and delivery of the products. Any modification to the initial Order must be the subject of an Order amendment and then prior written agreement from the Seller.

In the event of a significant increase in the cost of raw materials, production costs or any other cost significantly impacting the Seller's profitability, the latter has the right to stop production or propose a modification of the conditions, after discussion with the Customer and after an official formal notice by the Seller.

The Seller retains the intellectual property of its studies which cannot be communicated or executed without its prior written authorization.

4. DELIVERIES

4.1 Deliveries - Deadline

Unless there is a firm deadline stipulated under the terms of the special conditions of the offer or order, the deadlines for completion, work and delivery of products are given as an indication. Any delays cannot give rise to cancellation of the order or penalties, without prior and express acceptance from our company.

4.2 Deliveries - Transport

Unless incoterm or otherwise agreed by the parties, delivery is deemed to be completed as soon as the products are made available. The products are made available to the Customer on our premises before loading and are deemed to be collected and delivered at this time. The transfer of risk is conditioned by the incoterm agreed between Duqueine Rhône-Alpes and the Customer. Without specific indication in the terms of the quote, the incoterm considered is the Ex-Works incoterm ex-factory. When DUQUEINE is responsible for transport, it is up to the Customer in the event of damage or shortage to make a dispute concerning transport, including:

- Photos of the entire damaged packaging (if possible in the truck)

- Photos of the goods inside the container (to check the position of the part in the packaging)

- Precise reservations on the packaging and the goods issued directly on the consignment note in the presence of the carrier (e.g. cardboard shocked/pierced and not just torn)

- Reservation confirmation letter sent by registered mail to the carrier, acknowledgment of receipt of the registered mail within 48 hours

- Copy of the DUQUEINE Delivery Note

The Customer must keep the defective packaging at our disposal in its current state for 15 days.

5. CLAIM - RETURN

As soon as the products arrive at the destination, the Customer is required to ensure their conformity to the order, by checking, in particular without being exhaustive, the quantity of the products delivered, the visual appearance of the products, the condition material and product...

To be taken into consideration, claim concerning the products, excluding all transport disputes, must be sent to the Seller within a maximum period of 15 days from said possession by registered letter with acknowledgment of receipt. Claims must, under penalty of inadmissibility, specify in detail the nature of the defects.

In the event of goods recognized as non-compliant by the Seller, the obligation imposed on him is limited, at the Seller's choice, to the replacement of the products or their restoration in our workshops, to the exclusion of all damages and interest.

Any return must be subject to formal, prior agreement from our company.

6. PRICES AND PAYMENT

Unless otherwise agreed upon by mutual agreement when ordering, any request must be the subject of a study and costing resulting in a quote which must be accepted in writing by the Customer. Our prices are exclusive of any taxes and duties.

Invoices are payable at the head office of DUQUEINE Rhône-Alpes within 45 days at the end of the month from the date of issue of the invoice.

In the event of late payment and payment of sums due by the Customer beyond the agreed deadline, and after the payment date appearing on the invoice sent to the Customer, late payment penalties at a rate equal to 3 times the legal interest rate, without being less than 10%, will be automatically acquired by our company without any reminder being necessary, in accordance with the Law on Modernization of the Economy (Law No. 2008-776 of 4th of August 2008).

Non-payment of a single due date will automatically result in the forfeiture of the term and the immediate payment of all invoices due as well as the suspension of delivery of orders and work in progress. In the event of a previous payment incident or if the Customer's solvency presents abnormal risks, our company may require payment prior to all new orders.

In the event of late payment, the due amounts will automatically be subject to an additional flat-rate tax of €40, covering debt recovery costs as defined in article 441-5 D of the French Commercial Code, and this from the first day of late payment.

7. TRANSFER OF OWNERSHIP AND RISKS

The DUQUEINE Rhône-Alpes company retains full and complete ownership of the products until effective payment of the entire price in principal and incidentals on the agreed due date, regardless of the delivery date of said products.

In the event of payment by check or commercial instrument, payment will only be deemed to have been made at the time of actual collection.

These provisions do not prevent the transfer to the Customer, upon delivery, in accordance with the Incoterm, of the risks of loss and deterioration of the products, as well as the damage that they could cause.

8. WARRANTY

The Seller is only bound by the legal guarantee against hidden defects, within a maximum period of one year after delivery. Its implementation requires a pre-existing, hidden defect at the time of sale, which makes the thing unfit for the use for which it is intended. The guarantee, described in article 12.1 above, is limited to (i) reimbursement of the price, or the re-performance of the Services, or (ii) the repair or outright exchange of the Products returned to the Seller at the Customer's expense and recognized as defective by the Seller, to the exclusion of any compensation for any reason whatsoever, and in particular for loss and damage of any kind. The choice between reimbursement, re-performance of the Services, replacement or repair of Products found to be defective belongs exclusively to the Seller. If after examination the Products or Services prove to be compliant, the costs of the verification will be invoiced to the Customer.

9. CUSTOMER RESPONSABILITY

The Customer is solely responsible for the information that may appear in the plans provided by him.

The Customer undertakes to transmit in writing when requesting a quote all information useful for carrying out the service, in particular with regard to the specificity of the materials.

Any technical information received after submission of the quote to the Customer may be subject to a price revision by DUQUEINE Rhône-Alpes.

10. RESPONSABILITY OF DUQUEINE Rhône-Alpes

Under no circumstances, DUQUEINE Rhône-Alpes will be required to compensate for indirect damage that the Customer may suffer, the obligation of DUQUEINE Rhône-Alpes only relating to the damage resulting directly from the culpable non-performance of the obligations resulting from these presents.

By express agreement between the Customer and DUQUEINE, are considered indirect damage : any moral or commercial damage, loss of data, loss of profit, loss of turnover, loss of order or customers, as well as any action directed against the Customer by a third party. In addition, the damages owed by DUQUEINE Rhône-Alpes for any damage resulting from the non-performance of its obligations may never exceed the total amount excluding taxes of the service and/or product ordered from DUQUEINE Rhône-Alpes at the origin of its liability, the value of the exchange of the product being included in this amount.

11. GROUND OF EXEMPTION - FORCE MAJEURE

Our company will only be required to comply with its obligations provided that no obstacle hinders its production and/or shipments.

By express agreement between the parties, are considered as cases of force majeure « exonerating » from all liability: events such as total or partial strike, whatever the cause, lockout, tooling accident, interruption or delay in transport, shortage of raw materials, fire, flood, epidemic, etc.

Furthermore, our company cannot under any circumstances be held responsible for defects due to poor storage or handling by the purchaser.

The party who intends to avail himself of a ground for exemption will inform the other by registered letter with acknowledgment of receipt as soon as it occurs or upon its cessation.

12. TERMINATION CLAUSE

In the event of non-compliance by the Customer with any of the obligations provided for in these general conditions or under the terms of the special conditions, the contract will be automatically terminated 15 days after formal notice by registered letter with acknowledgment of receipt remained unsuccessful without prejudice to any damages that could be claimed.

During the period of formal notice, the Seller may suspend the execution of the work in progress without the Customer being able to exempt himself from the execution of the obligations imposed on him.

Such termination cannot give rise to the right to any compensation.

13. PROTECTION OF PERSONAL DATA

The Customer undertakes to comply with national and European regulations relating to the protection of personal data and in particular to only use personal data for the purposes of executing Orders, and to put in place all necessary measures, security and confidentiality in order to protect this type of data, to ensure the compliance of possible transfers outside the European Union, to delete this data at the end of the retention period agreed between the Parties, as well as to comply with the requests from the people concerned by this data. Furthermore, the Customer undertakes to notify the Seller of any security breaches leading to an impact on the processing of this data.

14. APPLICABLE LAW AND JURISDICTION

French law is solely applicable to the interpretation and execution of these General Terms and Conditions and to Orders executed by the Seller, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (Vienne, 1980).

All disputes, in connection with these general conditions or with the acts which will result from them, will be subject to French law and to the jurisdiction of the Commercial Court of BOURG-EN-BRESSE even in the event of a warranty call or plurality of defenders.

