

GENERAL TERMS & CONDITIONS

These GTC are available in French, English and Spanish. They can be sent to you on request to securite@somain.fr or can be consulted and printed on our website: <http://www.somain.fr/cgvfr> (French version), <http://www.somain.fr/cgven> (English version), <http://www.somain.fr/cgves> (Spanish version).

In case of discrepancies, only the French version is valid.

1 - OFFERS

These general terms & conditions apply to all orders and product sales of SOMAIN SECURITE, as well as to all commercial transactions.

Any document other than the present general terms & conditions, in particular the information contained in catalogues, notices, price lists, prospectuses, advertising, or other documents, is merely informative and non-contractual.

The acceptance of our offers also implies unconditional consent to our general terms & conditions.

SOMAIN SECURITE reserves the right at any time to adapt or modify the present general terms & conditions. Should there be any modification, the general terms & conditions in force on the day the order is placed shall apply.

If SOMAIN SECURITE does not invoke any of the clauses of these general terms & conditions at a given time, this shall not be deemed a waiver of the right to apply them at a later date.

2 - CONFIDENTIALITY - INDUSTRIAL PROPERTY

All studies, procedures, plans, execution drawings, sketches, manufacturing diagrams, models, notes, and, in general, all documents and information communicated either verbally or in writing, are strictly confidential and remain the exclusive property of SOMAIN SECURITE. Such documentation may not, without its written authorisation, be used for performing the work of the offer in question or for future work, nor may it be copied or transmitted to third parties. All appropriate precautions must be taken to ensure this confidentiality.

Thus, the parties agree to an obligation of confidentiality with regard to all the above-mentioned information, regardless of the medium. The studies and recommendations are provided for information purposes only. They do not hold SOMAIN SECURITE responsible prior to the placement of your order. They do not qualify as a performance requirement. It is the user's responsibility to examine and check whether they take into account the general rules applicable to this type of work and the particular conditions of use.

3 - ORDERS

Placing an order: Unless otherwise stipulated, offers are binding on SOMAIN SECURITE for a maximum period of 30 days after their acceptance. Only written orders that are signed on the client's letterhead and sent by either post, e-mail, or fax will be taken into consideration.

Orders submitted shall always be subject to our acceptance. Our refusal must be substantiated within thirty (30) days of receipt of the order. The company shall fulfil orders placed by the client on the condition the latter provides sufficient financial guarantees to cover the payment of the amounts due.

All orders automatically entail acceptance of these general terms & conditions, supplemented, where appropriate, by our special terms & conditions that take precedence over any other document.

Any commitments made by our representatives shall only be valid if they are fully confirmed by SOMAIN SECURITE.

In the event a client places an order without having paid any one of their previous orders, SOMAIN SECURITE may suspend the processing of this order until all outstanding invoices are settled. This will apply without the client being able to claim any compensation for any reason whatsoever.

Financial guarantees: All first orders must be paid in cash, accompanied by the buyer's commercial and bank references enabling us to create a new account. If SOMAIN SECURITE has serious or particular reasons to expect payment difficulties on the part of the client when the order is placed or thereafter, or if the client does not provide the same guarantees as when the order was initially accepted, particularly in the event of a change in its legal situation such as the opening of insolvency proceedings or a change in its status, SOMAIN SECURITE may condition the acceptance of the order or the continuation of its execution to a cash payment or to the provision by the purchaser of a guarantee in favour of the company.

Orders of less than €90.00 net pretax will be subject to a flat rate processing fee of €25.00 pretax.

Order changes: Order modifications can only be made if the order is not yet in progress and if the raw material has not already been ordered. In such cases, the client shall compensate the company for all costs, in particular design work, labour and supplies, inventory and work in progress, raw material, tools, and for all direct and indirect negative impacts, without prejudice to any compensation that the company may claim from the client for the damage suffered.

Order cancellations: An order cancellation can only be made if the order is not yet in progress and if the raw material has not already been ordered. In such cases, the client shall compensate the company for all costs, in particular design work, labour and supplies, inventory and work in progress, raw material, tools, and for all direct and indirect negative impacts, without prejudice to any compensation that the company may claim from the client for the damage suffered. The client shall also compensate the company for the amount of the expected mark-up generally recorded.

4 - PRICING

The applicable price shall be **either** the price indicated in our offers **or**, for current products held in stock, the price mentioned in the price list in force on the order date. This price may be adjusted according to the industry's reference indices and price increases related to raw material, subcontracting costs, and taxes of any kind that occur after acceptance of the order.

Prices are quoted pretax without specific packaging and they are stated ex-workshop, without including delivery costs, unless otherwise agreed in writing by the parties. Should the product be supplied only, the installation and removal costs shall be borne by the client.

Our offer shall specify the delivery and packaging conditions: delivery free of charge or shipping costs not included, as well as additional costs related to specific delivery conditions such as tailgate, forklift, and immobilising the lorry during unloading, etc. This price will be firm provided the work or the delivery takes place within one month of our offer. If this period is exceeded for any reason beyond the control of SOMAIN SECURITE, the new applicable price, calculated according to a revision formula, will be notified to the buyer who, unless expressly opposes it within a period of eight (8) days, will be deemed to have accepted it.

5 - PAYMENT

Payment conditions: Payments shall be made to the company's registered office. Our invoices **shall be payable net and without discount within 30 days of the end of the month or 45 days net**, EXCEPT for specific provisions stipulated in our offer or our order confirmation. Payments can be made by bank transfer or paper instruments (mailing a cheque or money order), etc.

In the event of partial delivery, non-delivery, or carry-over of the balance, none of these reasons may delay payment of the delivered portion.

Default payment penalties: If payment is not made by the due date or in the event of partial payments, the amounts owed shall automatically bear interest based on the invoice total incl. all taxes, at the European Central Bank's semi-annual interest rate, increased by 10%.

In addition, in the event of late payment, a fixed indemnity of €40 shall be applied to cover collection costs.

These default penalties are payable as of the day following the date on which the invoice should have been paid, without the need for a reminder.

Disputes: The existence of a dispute or a discrepancy in the amount payable may only give rise to a credit or a partial repayment in consultation with our accounting department, although under no circumstances may it lead to the non-payment of the invoice due.

No dispute shall be entertained concerning an invoice that is more than two months old.

Any invoice for which no request for a duplicate copy was sent to us within one month after delivery shall be deemed not to have been received by the buyer.

Generally speaking, the non-payment of an invoice on the due date, as well as the absence of a cheque or money order within the legal time limit, may lead to the suspension of the completion or delivery of all work in progress.

By express agreement, unless extended by us, failure to pay for our supplies on the due date, regardless of the intended payment method, will result in legal action and the application of compensation equal to 15% of the amount of the unpaid sum in addition to legal costs and interest.

6 - DELIVERY TIMES

Our delivery times are quoted ex our shops or workshops, unless otherwise agreed in writing.

These deadlines are provided **for information purposes only** and are not binding. They depend in particular on the availability of raw material, order volume, reception by the company of the packaging necessary for delivering the products, as well as on the proper execution of the services provided by the carrier and subcontractors. Non-compliance with these conditions shall not result in penalties for delay, cancellation of the order, or deferred payment.

7 - DELIVERY TERMS & CONDITIONS

In the event SOMAIN SECURITE appoints a carrier and defines the transport conditions, unless the buyer decides otherwise in writing, the transport costs are to be paid by the buyer. The products are considered validly delivered and received by the purchaser once they are loaded into the vehicle intended for transport. The costs for fast or express delivery shall be borne by the recipient.

The buyer commits to implementing all the necessary measures to ensure the products are protected after they are made available by SOMAIN SECURITE. Under no circumstances can SOMAIN SECURITE be held responsible for the correct positioning, securing, or stowing of products, and in general for the regulations concerning transport, storage, and safety of products.

The products are shipped at the client's risk, regardless of the invoicing terms. Additional insurance covering the actual value of the shipment shall only be taken out at the express request of the recipient. In the absence of such a request from the buyer, no additional insurance coverage shall be taken out by the company.

Our offers are based on precise quantities and delivery conditions. Thus, the responsibility of SOMAIN SECURITE is limited to the delivery conditions specified in the order. If the quantity or the delivery conditions are subsequently modified, SOMAIN SECURITE will have to revise the delivery price that will naturally be borne by the client.

All additional costs arising from a delay beyond SOMAIN SECURITE's control in the execution of a delivery will be borne by the buyer.

The *force majeure* events defined in the following section, resulting in the disruption of our workshops, release us from the obligation to supply the materials whose manufacture is interrupted.

The transport insurance and customs operations are at the expense of the client, who bears the risks associated with transporting the goods to their final destination.

8 - FORCE MAJEURE EVENTS

SOMAIN SECURITE cannot be held liable for its delay or failure to perform any of its obligations under the agreement if this default or delay is the direct or indirect effect of a *force majeure* event understood in a broader sense than French jurisprudence. For example:

Occurrence of a natural disaster, earthquake, storm, or flood, etc.; Armed conflicts, war, or attacks; Labour disputes, total or partial strike at the client or SOMAIN SECURITE; Labour dispute, total or partial strike at suppliers, subcontractors, transporters, post office, public services, or telecommunications, etc.; Mandatory order from the public authorities; Epidemics; Operating accidents, machine breakdowns, or explosions; Breakdown in the supply of raw material; Deficiency of SOMAIN SECURITE's suppliers; Rejection of important spare parts during the manufacturing process.

9 - COMPLIANCE WITH THE STANDARDS

SOMAIN-SECURITE is ISO 9001 certified. Depending on the type of material, the standards applicable to each are specified in our offers and our order confirmations.

10 - LIABILITY - GUARANTEES

Limitation of liability: SOMAIN-SECURITE's liability is not engaged:

- In the event of passing on to the client installation costs due to shortfalls, costs of removal and re-installation due to the material being brought into conformity if the product is supplied alone, additional costs borne by the client in the event of delivery by express transport in several instalments, or costs passed on to the client for reasons for which we are not responsible;
- For defects in raw material *purchased from suppliers*;
- For defects resulting from a design carried out by the client using third parties or from imposed technical specifications;
- For defects arising in whole or in part from normal wear and tear of the part, damage, or accidents attributable to the client or a third party;
- In the event of abnormal or atypical use, or usage that does not comply with the product's intended purpose, the accepted practices of the industry, or the recommendations of SOMAIN-SECURITE;
- In case of direct installation of the products by the client;
- In case of subcontracting of the product.

The liability of SOMAIN SECURITY remains limited to direct material damage caused to the client as a result of negligence on the part of the company in the execution of the agreement.

SOMAIN SECURITY is not obliged to provide compensation for the harmful consequences of mistakes made by the client or third parties in connection with the execution of the agreement. Under no circumstances shall SOMAIN SECURITE be held liable to compensate for immaterial or indirect damage such as: operating loss, revenue loss, opportunity loss, commercial harm, or loss of earnings. In the event penalties or indemnities were mutually agreed upon in writing, they shall constitute a lump-sum compensation in full discharge of liability. They are exclusive of any other penalty or compensation.

Conformity: No claim for non-conformity or apparent defect can be admitted after a period of forty-eight (48) hours from the time of reception.

In addition, the buyer undertakes, in the event of damage due to transport, to make any reservations against the carrier within two days from the reception date of the materials or goods, under penalty of rejection of the claim.

Contractual guarantee for products purchased and sold without transformation: Our guarantee is identical to that of the manufacturer of the products we sell. At our discretion, defective products can be either replaced or credited with their value, excluding any compensation for damages that may have incurred.

The quantities of items contained in packages, i.e. screws, hardware, etc. may vary by 3% more or less.

Guarantee for products manufactured by SOMAIN-SECURITE: Any apparent defect is automatically guaranteed by the buyer's conditional acceptance of the product. Cutting operations on semi-finished products as well as mechanical welding may lead to deformations in the plastic having an impact on flatness or deflection. The tolerances provided for in the French Standardisation Association (AFNOR) norms only apply to standard products, and any special requirements must be specifically requested at the time of order at the latest. The guarantee's duration is one year unless otherwise stipulated by SOMAIN-SECURITE.

Guarantee against hidden defects: in application of the legal regulations, SOMAIN SECURITE is held liable for hidden defects of the items sold rendering them unsuitable for their intended purpose according to Article 1641 of the Civil Code. Proceedings resulting from critical defects must be brought within two years of discovering the defect.

11 - RETENTION OF TITLE

SOMAIN SECURITE retains full ownership of the goods under the agreement until the actual payment of the full price in principal and ancillaries. Failure to settle any of the payments due may result in the reclamation of the goods. Nevertheless, as of the time of delivery, the client assumes responsibility for any damage that the goods may suffer.

In the event of non-payment by the client, a claim may also be made against the client's subsequent purchaser. This reclamation right concerns both the items and the price if they were already resold, transformed, incorporated, or consumed.

The transfer of the risk of loss or deterioration of the SOMAIN SECURITE products will occur upon delivery, as defined in section 7.

12 - TERMINATION OF THE AGREEMENT

Termination clause to the exclusive detriment of the buyer: The sale shall be cancelled *ipso jure* without any other formality than a formal notice sent by registered letter with acknowledgement of receipt to the buyer that remains without response for more than eight days. This releases us from any obligation in the event of non-payment of a due date on the agreed date, as well as in the event of non-compliance with any of the obligations provided for in the present general terms & conditions or special terms & conditions.

Consequently, the buyer cannot claim compensation for any direct, indirect, material, or immaterial damages, of any nature whatsoever that are suffered as a result of the termination of the contractual relationship.

The non-payment of an amount due causes all receivables owed to SOMAIN SECURITE to become immediately payable, even if not yet due.

In the event of collection by means of litigation, the outstanding amounts will be increased by 15% as a penalty clause.

Cancellation and termination by the buyer: a simple delay in delivery, the non-compliance with a procedure, a case of *force majeure*, or any other cause making it impossible for SOMAIN SECURITE to fulfil its obligations, cannot justify any claim for compensation, action for termination, or cancellation of all or part of the order by the buyer.

Consequences of termination: in application of the retention of title clause and in the event of termination by the buyer, the unpaid products may be recovered by SOMAIN SECURITE who remains the exclusive owner until full payment.

13 - PUBLIC WORKS

Our general terms & conditions shall be deemed valid insofar as they are not contrary to the rules governing supplies or work for the French Public Administrations.

14 - MANUFACTURING CHANGES

In our ongoing efforts to improve the quality and reliability of our products and material, we reserve the right to make any necessary changes without prior consultation with our buyers.

15 - JURISDICTION

In case of a dispute relating to these general terms & conditions, solely the courts of the location of the registered office of SOMAIN SECURITE will have jurisdiction, even in the event of multiple defendants or guarantee appeals.

16 - APPLICABLE LAW

These general terms & conditions and the agreements executed under these general T&C are governed solely by French law. Their language is French.