

### 1. Scope

- 1.1 Pursuant to Article L. 441-1 of the French Commercial Code (*code de commerce*), these General Terms and Conditions of Sale constitute the sole basis of the business relationship between the parties.

Their purpose is to set out the terms and conditions on which Haltermann Carless France SAS (the "Seller" or "Haltermann") supplies to Buyers who are traders (the "Buyers" or the "Buyer"), on request, by direct contact or in a paper form, the products ("Products") sold by the Seller.

- 1.2 Any Buyer placing an order for Products is automatically deemed to accept these General Terms and Conditions of Sale. In accordance with the regulations in force, these General Terms and Conditions of Sale are systematically provided to each Buyer on request. They may also be consulted at any time on the Seller's website.
- 1.3 If the Buyer is a consumer and not a trader, the specific provisions of the French Consumer Code (*code de la consommation*) will apply and may therefore replace the provisions of these General Terms and Conditions treated as invalid, but the other provisions will remain in full force and effect.
- 1.4 In accordance with the regulations in force, the Seller reserves the right to derogate from certain clauses of these General Terms and Conditions of Sale, based on the negotiations conducted with the Buyer.

### 2. Information about Products

- 2.1 The Products governed by these General Terms and Conditions are those appearing in the Product catalogues, leaflets or any other materials issued by the Seller, indicated as being sold and shipped by the Seller.
- 2.2 The Products are described and presented as accurately as possible. The information contained in the catalogue of the Seller's Products is provided for information purposes only and may be revised at any time. The Seller may make any changes it deems appropriate.
- 2.3 Safety data sheets are provided with the first delivery and at the request of the Buyer. The Seller reserves the right to modify Product specifications whenever required pursuant to applicable laws and regulations.
- 2.4 The Buyer shall comply with the specific regulations applicable to the Products being sold, in particular the specific regulations under the REACH European Chemicals Regulation, as relevant for the Products purchased.
- 2.5 Furthermore, the Buyer is informed that the use of reduced-tax fuel oil is regulated in the French Order of 10 November 2011 under which, in particular, reduced-tax fuel oil may not be used as fuel in the engines of road vehicles. The pump meter invoice or receipt must be retained by the Buyer for three years from delivery. The Buyer will need to hand it over in the event of an inspection by the Customs and Indirect Taxation Authority (*Administration des Douanes et Droits Indirects*).
- 2.6 The use of reduced-tax aviation jet fuel is regulated by the French Inter-Ministerial Order of 9 September 1993, under which such fuel may only be used for the specific authorised purposes. The pump meter invoice or receipt must be retained by the Buyer for three years from delivery. The Buyer will need to hand it over in the event of an inspection by the Customs and Indirect Taxation Authority.

### 3. Orders - Conclusion of Contract

- 3.1 Each order placed by the Buyer is treated as an offer to purchase the Products in accordance with these General Terms and Conditions of Sale.
- 3.2 The Buyer may place an order in writing. The Buyer is responsible for specifying the details of the order placed: Products ordered, quantity, address and delivery method etc. However, a request may be submitted by telephone, in which case a proforma quote will be issued with a request for an advance payment. In such cases, the advance payment is treated as an order.
- 3.3 The Buyer must ensure that the terms of the order placed and any special specifications are comprehensive and accurate and that the Product is suitable for the Buyer's needs. The Buyer shall report or correct any errors immediately.
- 3.4 The sale is not final and binding until the Seller sends the Buyer an express written acceptance of the order. The data recorded in the Seller's IT system constitutes proof of all transactions concluded with the Buyer.
- 3.5 Unless previously agreed in writing by the Seller, and after confirmation of a specific purchase order and any price adjustment, no order modifications or cancellations requested by the Buyer will be processed.

### 4. Prices

- 4.1 The Products are supplied at the Seller's prices in force on the date on which the order is placed and, where applicable, in the specific business proposal sent to the Buyer.

- 4.2 Prices are stated in euros. They are net prices, stated exclusive of tax. They do not include transport, any customs duties or any other taxes or levies of any kind payable for the Products or any insurance payable by the Buyer.

- 4.3 The customs duties, taxes, levies of any kind and transport costs payable for the Products being sold, invoiced on top of the price, are those in force on the date on which the Products are delivered. The price stated in the order will be increased or reduced accordingly, in the invoice.

- 4.4 If one or more taxes or contributions, including environmental taxes, are created or modified, resulting in an increase or reduction, the selling price of the Products may be varied accordingly.

- 4.5 If duty or tax suspension arrangements are used, the Buyer shall provide the Seller, within the prescribed times, with all documents proving the clearance of the suspension arrangements and all other documents and information required under the regulations in force.

Failing that, the Buyer undertakes to reimburse to the Seller any duties, taxes or levies of any kind that it may need to pay as a result of the non-clearance of the suspension arrangements or any irregularity affecting that clearance, without prejudice to any additional damages for the loss caused to the Seller for the sums paid.

The Seller may therefore claim the above-mentioned reimbursement simply by submitting a written request.

If the sums mentioned above are not reimbursed, the Seller further reserves the right to suspend or cancel the delivery of any pending orders placed by the Buyer, to suspend the performance of any one of its obligations and to add the claimed amount to a subsequent invoice.

- 4.6 Special pricing conditions may be applied to reflect any specific demands made by the Buyer concerning, in particular, delivery terms and times, payment terms and times, packaging or transport for the Products ordered. In such a case, the Seller will issue a specific business proposal to the Buyer. The related costs may be invoiced on top, in a specific invoice.

- 4.7 The Seller reserves the right to change its prices, exclusive of tax, at any time but undertakes to apply the prices in force indicated when the order is confirmed.

### 5. Delivery and Delivery Times

- 5.1 **Passing of Risk.** Irrespective of the destination of the Products, risk passes, whether or not title also passes at the same time, as follows:

- In cases where the Seller agrees to deliver the Products: when the Products are unloaded from the vehicle, ship or any other means of transport and handed over to the Buyer at the address specified by the latter when placing the order, or
- In cases where the Buyer agrees to collect the Products: when the Buyer receives notice that the Products are ready for collection. In such cases, the Products are carried at the risk of the Buyer. The Buyer undertakes to take out insurance covering the Products from the date on which the Seller makes them ready for collection.

- 5.2 **Delivery of Products.** The Products are deemed to have been delivered, in accordance with the terms set out in the business proposal and/or the Special Terms and Conditions of Sale:

- when the Buyer is given notice that the Products are ready for collection, or
- when the Products are handed over to the Buyer at the address specified by the Buyer when the order was placed.

Unless expressly agreed otherwise in writing, the ordered Products will all be delivered at the same time.

- 5.3 **Delivery times.** Delivery times are approximate only and are not guaranteed in any way.

Accordingly, the Buyer may not cancel the order and/or obtain damages for any late delivery of less than thirty (30) days (irrespective of any force majeure events affecting the Seller or one of its suppliers).

If no date is specified, delivery will be made within a reasonable time (as determined by the Seller).

- 5.4 **Acceptance of Products and Reservations.** The Buyer shall check the patent condition of the Products at the time of delivery and that the quantity and quality delivered comply with the information stated on the delivery slip.

The Buyer shall, on receipt of the Products, mark any reservations in a precise manner on the consignment note and the delivery receipt and confirm those reservations without delay to the Seller, within no more than 48 hours of receipt of the Products, providing all useful supporting documents, failing which the Buyer will cease to hold any right of recourse - depending on the delivery - against the carrier and/or the Seller and the respective insurance companies.

If no reservations are expressly issued by the Buyer on receipt of the Products or if the reservations are not issued in accordance with the above-mentioned formalities, the Products delivered by the Seller will be deemed to comply with the order.

No claim will be validly accepted if the Buyer fails to comply with those formalities.

The Seller shall replace, without undue delay and at its own expense, any delivered Products whose non-compliance has been duly proven by the Buyer.

- 5.5 Lien.** The Seller reserves the right to suspend or cancel the delivery of any pending orders placed by the Buyer if the Buyer fails to comply with the payment terms set out in these General Terms and Conditions of Sale.

### 6. Retention of Title

**6.1** TITLE TO THE PRODUCTS WILL NOT PASS UNTIL THE PRICE OF THE PRODUCTS HAS BEEN PAID IN FULL BY THE BUYER, COVERING THE PRINCIPAL AMOUNT AND ANY ANCILLARY AMOUNTS, EVEN IN THE EVENT THAT DEFERRED PAYMENT ARRANGEMENTS ARE AGREED. ANY CONFLICTING CLAUSE, IN PARTICULAR INCLUDED IN THE GENERAL TERMS AND CONDITIONS OF PURCHASE, IS DEEMED TO HAVE BEEN SEVERED, IN ACCORDANCE WITH ARTICLE L. 624-16 OF THE FRENCH COMMERCIAL CODE.

**6.2** BY EXPRESS AGREEMENT, THE SELLER MAY EXERCISE THE RIGHTS IT HOLDS UNDER THIS RETENTION OF TITLE CLAUSE, FOR ANY AMOUNT OWED TO IT, FOR ALL ITS PRODUCTS IN THE BUYER'S POSSESSION, AS THOSE PRODUCTS ARE CONTRACTUALLY PRESUMED TO BE THOSE FOR WHICH PAYMENT HAS NOT BEEN MADE, AND THE SELLER MAY TAKE THEM BACK OR CLAIM TITLE AS COMPENSATION FOR ANY UNPAID INVOICES, WITHOUT PREJUDICE TO ITS RIGHT TO TERMINATE ANY PENDING SALES.

**6.3** THE BUYER IS AUTHORISED, IN THE NORMAL COURSE OF THE BUYER'S BUSINESS OPERATIONS, TO RESELL THE DELIVERED PRODUCTS. HOWEVER, THE BUYER MAY NOT PLEDGE THEM OR TRANSFER TITLE TO THEM AS SECURITY.

**6.4** IN THE EVENT OF A RESALE, THE BUYER UNDERTAKES TO IMMEDIATELY PAY THE SELLER THE OUTSTANDING FRACTION OF THE PRICE.

### 7. Invoicing and Payment

**7.1** Unless expressly stated otherwise, the price is payable in full and in one single payment within thirty (30) days, end of month, of the invoice date. The Seller reserves the right to demand the full payment of the order before delivering the Products.

**7.2** The following payment methods may be used by the Buyer:

- by bank card: Visa, MasterCard, American Express and other CB bank cards;
- by bank transfer.

In the case of payment by credit card, the Buyer shall provide a pre-authorisation for a transfer of the total value of the order, when the order is placed. The relevant amount will be debited in accordance with the timing and other provisions set out above.

**7.3** Payments made by the Buyer will only be treated as effectively made once the amounts owed have actually been collected by the Seller.

**7.4** The Buyer may benefit from discounts and rebates if the Seller expressly agrees. Discounts, rebates or other reductions may only be granted if the Buyer is not late with any other payments.

**7.5** In the event of any late payment or transfer of sums owed by the Buyer after the end of the payment term set above, and after the payment date shown on the invoice received, the Buyer will automatically be liable to pay late payment interest calculated at the rate of the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points, to the Seller, by operation of law, without any need for it to complete any formalities or give prior formal notice.

In the event of non-compliance with the terms of payment set out above, the Seller further reserves the right to suspend or cancel the delivery of any pending orders placed by the Buyer.

**7.6** Lastly, a fixed debt collection fee of €40 is payable by the Buyer for any late payment, by operation of law and without any requirement to give prior notice. The Seller reserves the right to claim additional compensation from the Buyer if the debt collection costs actually incurred exceed that amount, on production of supporting documents.

**7.7** Unless expressly agreed in advance and in writing by the Seller, no penalties for a late delivery or non-compliance of the Products ordered by the Buyer may be validly set off against the sums owed by the Buyer to the Seller for the purchase of the said Products.

**7.8** Unless otherwise agreed in writing by the Seller, the debts owed to the Seller by the Buyer may not be assigned by the Buyer.

### 8. Warranty

**8.1** Claims regarding defects in the Products may only be made by the Buyer if the Buyer has duly fulfilled the Buyer's obligations to control and notify defects.

**8.2** The Seller disclaims any and all liability in the event of any misuse/mishandling, negligence, improper supervision or improper storage, any transformation/incorporation of the Product or any other breach attributable to the Buyer, or a force majeure event.

**8.3** The Seller may not be held liable for any non-material deviation from the agreed quality. The Seller is not liable for the fitness of the Product for the use intended by the Buyer, unless the intended use was recorded in an express written agreement between the Parties.

**8.4** The Seller's liability will be limited, at its discretion, to replacing the Product within a reasonable time or issuing a credit note of a proportional amount for the order in question, based on the invoice issued.

### 9. Force Majeure

**9.1** The Parties may not be held liable if any non-performance or late performance of one of their obligations, as described herein, is caused by a force majeure event.

**9.2** By express agreement, any event, of any kind whatsoever, that is reasonably beyond the Seller's control constitutes a force majeure event, such as (by way of example and without limitation) any interruption of means of transport, howsoever caused, legal or regulatory provisions affecting the production or distribution of the Products, supply shortages for a reason not attributable to the Seller, as well as any other reason for supply shortages that is not attributable to the Seller's suppliers, political or economic embargoes, wars, earthquakes, flooding, natural disasters or pandemics resulting in a total or partial stoppage of the business operations of the Seller or those of its suppliers or subcontractors, thus suspending deliveries or extending the delivery times indicated to the Buyer accordingly.

**9.3** The Party asserting the event shall inform the other Party without delay that it is unable to perform its obligation and provide proof thereof to the latter. The suspension of obligations may not, in any circumstances whatsoever, trigger any liability for the non-performance of the obligation in question or any payment of damages or penalties for a late performance.

**9.4** The performance of the obligation is suspended for the entire duration of the force majeure event. Accordingly, as soon as the cause of the suspension of their mutual obligations ceases to exist, the Parties shall make every effort to resume a normal performance of their contractual obligations as swiftly as possible. To that end, the affected Party shall notify the resumption of its obligation to the other Party, in writing. If the impediment is permanent or lasts for more than sixty (60) days, these General Terms and Conditions will simply be terminated.

### 10. Performance by Haltermann Group Companies

**10.1** The Seller may arrange for one of its obligations to be performed by a Haltermann group company, provided that this does not harm the interests of the Buyer.

**10.2** Insofar as the obligations performed by a Haltermann group company are equivalent, the corresponding contractual obligations of the Seller will be deemed to have been fulfilled.

### 11. Data Protection

**11.1** The information collected about the Buyer as a natural person is processed electronically by the Seller and is essential for processing the Buyer's order.

That information or personal data is also retained for security purposes, in order to comply with legal and regulatory obligations.

It will be retained for as long as necessary for the performance of the work ordered and any warranties applicable at the end of the work.

The data controller is:

Haltermann Carless France SAS

Zone D'activités de la Baudrière No. 1, 27520 Grand-Bourgheroulde

[dataprivacy@h-c-s-group.com](mailto:dataprivacy@h-c-s-group.com)

Access to personal data will be strictly limited to the employees of the data controller, authorised to process it due to their duties. The information collected may be communicated to third parties bound to the company by contract for the performance of subcontracted tasks, without the Buyer's authorisation being necessary.

**11.2** Pursuant to French Data Protection Act No. 78-17 of 6 January 1978 as amended by French Act No. 2004-801 of 6 August 2004 and by European Regulation No. 2016/679, the Buyer has a right of permanent access, a right to modification or rectification and a right to object, for the Buyer's personal information. Those rights may be exercised in accordance with the terms and procedures set out in the terms of use and privacy policy available on the Seller's website.

#### **12. Disputes - Governing Law and Jurisdiction**

- 12.1** These General Terms and Conditions of Sale are governed by French law, to the exclusion of the provisions of the Vienna Convention.
- 12.2** ANY DISPUTES THAT MAY ARISE FROM THIS CONTRACT AND ANY ANCILLARY AGREEMENTS RELATING TO THEIR VALIDITY, CONSTRUCTION, PERFORMANCE, TERMINATION OR CONSEQUENCES OR ANY ANCILLARY MATTERS, ARE SUBJECT TO THE JURISDICTION OF THE PARIS COURTS.

#### **13. Code of Conduct**

- 13.1** The Buyer shall comply with all applicable laws, regulations and orders in force in any country in which the Buyer operates. This applies, in particular, for compliance with the rules governing international trade, competition and antitrust, corporate governance, taxes and duties, financial reporting and safety of the workplace and facilities, as well as compliance with corruption, money laundering, discrimination and human trafficking provisions (hereinafter together the "Rules").
- 13.2** The Buyer further undertakes to comply with the Seller's code of conduct (available at <https://www.haltermann-carless.com/supplier-and-customer-information>) and confirms that it has equivalent regulations.
- 13.3** The Buyer shall also ensure that all shareholders, executive officers, corporate officers, employees, affiliates, subcontractors and providers of the Buyer and their respective representatives are aware of and comply with all the above-mentioned Rules and the Seller's code of conduct.
- 13.4** The Buyer undertakes to ensure that the delivered Products are not used for the development, production or storage of weapons of war or mass destruction (nuclear weapons, biological weapons, chemical weapons or missiles). The Buyer undertakes not to directly or indirectly transfer the delivered Products to countries subject to a US/European embargo or to natural or legal persons appearing on US, European or national prohibition lists.
- 13.5** In the event of a breach of the Buyer's obligations under Clause 13 of these General Terms and Conditions, the Seller reserves the right to terminate the contract thus formed or any other existing contracts with the Buyer or pending orders.

#### **14. Miscellaneous Provisions**

- 14.1** If one or more provisions of these General Terms and Conditions are held to be invalid or declared as such pursuant to a law or a regulation or following a final decision by a competent court, the other provisions will remain in full force and effect.
- 14.2** If a party fails to act on a breach by the other party of any obligation set out in these General Terms and Conditions, this may not be construed as a waiver of that obligation for the future. The invalidity of an individual provision does not affect the validity of the other terms and conditions. The invalid provision is replaced by the rule that comes closest to achieving the contractual objective and its economic success.

#### **15. Right of withdrawal**

- 15.1** The right of withdrawal does not apply in the event of a sale concluded with a Buyer who is a professional Buyer.
- 15.2** In the event of sale to a non-professional Buyer, the parties note that the right of withdrawal does not apply to Products which after delivery, according to their nature, are inseparably mixed with other items. This is particularly the case for sales of fuel.

Status: April 2022