

# GENERAL TERMS OF SALE

## APPLICABLE ON JANUARY 1<sup>ST</sup> 2021

### 1. GENERAL CLAUSES

The purpose of these General Conditions of Sale (hereinafter GTC) is to set, in compliance with the provisions of Article L. 441-1 of the Commercial Code, the respective obligations of the company VIM SASU (hereinafter VIM) and its Customers in the context of their contractual relations relating to the sale of products and services.

Any order submitted to VIM implies full and complete acceptance and unreserved application by the Customer, who acknowledges having full knowledge of them, of these GTCs, which prevail over any other document, and in particular over all the General Conditions of Purchase. client.

Only special conditions of sale agreed in writing between VIM and the Customer may allow derogations from these GTC.

The simple sending of an Acknowledgment of Order does not constitute acceptance of the conditions appearing on the Customer's order.

Since VIM Customers are professionals, consumer law does not apply.

### 2. PRODUCT INFORMATION - SELECTIONS - PROJECTS

All the information, illustrations, information appearing on the various media (paper, digital) are given only as an indication and cannot be assimilated to a contractual commitment on the part of VIM.

VIM reserves the right to cease the marketing of any product offered to the Customer and / or to modify the characteristics of its products at any time without being able to give the right to the payment of damages.

It is understood that the Customer is a professional capable of ensuring that the equipment ordered is suitable for his needs. Under no circumstances can any principle diagrams, sizing plans or theoretical calculations be considered as a study of the installation concerned, the mission of which falls under the project management. The responsibility of VIM is limited to the transmission of the technical characteristics of the equipment and the information necessary for its installation, its operation and its use.

Likewise, VIM cannot be held responsible for selection errors resulting from inaccurate, imprecise data or outside its normal competence related to the characteristics of its products.

Due to the many different laws, regulations and standards, VIM declines all responsibility for products delivered outside French national territory, in the absence of written information from the Customer concerning the country of destination.

### 3. ORDERS - ACCOUNT OPENING

Before any first order, the Customer must open an account by completing the online form on the website and providing a Bank Identity Statement.

All orders must be the subject of a dated, written and signed order, mentioning the desired delivery date.

It must be issued by a person authorized internally by the Customer.

Orders can be sent to us:

- By mail, to the postal addresses of the regional offices
- By fax, to the fax numbers of the regional offices
- By email, to the email addresses dedicated to receiving orders in the regions and at head office
- By internet, using the online ordering interface

The sale is concluded by sending an Acknowledgment of Receipt specifying the conditions of acceptance of the order and the indicative deadlines ex works.

After the period of 24 hours after the issuance of the Acknowledgment of Receipt, the Customer may not cancel his order, except with the express prior consent of VIM and under the conditions defined by VIM.

### 4. PRICE

Our prices are in Euros excluding taxes (HT), ex works (EXW), net of any discount, contributions or costs, standard packaging included. Specific packaging is invoiced in addition.

The invoicing prices are those of the tariff in force on the date of the order.

The price offers in our quotes are valid for 2 months from the date of issue, excluding changes in pricing conditions.

The port rates appearing in the VIM Technical Tariff do not constitute a binding offer and may be modified without notice, in particular in the event of a change in economic conditions such as variations in fuel prices, duties and taxes, etc.

### 5. TREATMENT OF DECHETSEEQUIPMENT EEELECTRICAL AND EWEEE ELEC-TRONICS

In accordance with articles R. 543-179 to R. 543-206 of the Environmental Code, VIM contributes to the selective collection of waste.

As a producer of Household and Professional WEEE, VIM has registered it in the National Register of Producers. Through an agreement signed with the eco-organizations Eco-systems (Households) and Ecologic (Professionals), VIM finances and fulfills its legal obligations in terms of organization, collection, removal and recycling of WEEE. The invoices issued by VIM mention on a separate line the amount excluding tax of the eco-participation for Household and Professional WEEE. In the case of household WEEE, the eco-contribution must be passed on identically to the end customer.

### 6. DELAIS - DELIVERIES - TRANSFER OF RISK

The delivery times appearing in the quotes and the Acknowledgments of Receipt are indicative and approximate.

They are given ex works. Delivery times run from the later of the following dates: date of receipt of the Customer's written order, date on which VIM the information, the deposit or the supplies that the Customer had undertaken to deliver.

The possible delays cannot in any case justify the cancellation of the order, give the right to deduction or to payment of penalties except agreement notified in writing. Even in this case, our responsibility can not be called into question for a delay attributable to the transport.

In the event of breach by the Customer of its contractual obligations (delays or default of payment, etc.) or in the event of Force Majeure according to article 9 (strike, epidemic, war, fire, flood, etc.), the agreed delivery times are not not opposable to VIM.

Deliveries are made in CPT mode to the delivery location indicated by the Customer when ordering, except for export where they are made in EXW mode. The unloading of the material and the treatment of the packaging are the responsibility of the Customer.

The delivery entails the transfer to the Customer of the risks relating to the goods as well as the invoicing of the sale by VIM. The Customer has the obligation to take possession of the equipment on the day and at the place agreed for delivery. If the shipment or delivery is delayed by the Customer, VIM may be required to invoice the costs relating to the storage, handling or redelivery of the material.

On delivery, in the event of a lack, non-conformity, total or partial damage to the products delivered, the Customer must, in accordance with article 133-3 of the Commercial Code, make written reservations on the carrier's receipt and the confirm within 72 hours by registered letter with a duplicate to VIM. Unreserved receipt of the material deprives the Customer of any subsequent recourse against VIM.

### 7. TERMS OF PAYMENT AND INVOICING

Payments are made at VIM and, unless otherwise agreed, are made net and without discount. Only the contractual deadline appearing on the VIM invoice is valid. The payment period may not exceed 45 days end of month or 60 days net from the date of issue of the invoice.

In accordance with article L441-6 of the French Commercial Code, failure to pay by the due date indicated on the invoice will result without prior notice:

- forfeiture of the term of all invoices due to VIM

- invoicing of late interest equal to 15%

- the invoicing of a lump sum compensation for recovery costs in the amount of 40 euros and when the recovery costs incurred are greater than the amount of this lump sum compensation, additional compensation, upon justification.

The agreed payment dates may not be delayed for any reason whatsoever, including in the event of a dispute.

In the event of non-payment on the due date, VIM may suspend the shipment of other goods ordered by the same customer without prejudice to damages, if any.

Any significant change in the financial, economic or legal situation of the Customer even after partial execution of the orders may result in the revision of the terms of payment of the latter.

Not being a work hirer or contractor, but a manufacturer, VIM is not subject to the provisions referred to in article 1799-1 of the Civil Code. Consequently, VIM does not accept any holdback, guaranteed or not, on the amount of products invoiced.

## 8. RESERVE OF OWNERSHIP

We keep with regard to yourself and third parties (law N° 67-563 of 12/05/1980) the ownership of the goods sold until payment of the full price. Failure to pay any of the deadlines may result in the claim of these goods.

However, the Customer assumes from the delivery as defined in article 6, the risk of loss or deterioration of the equipment as well as the damage they could cause. The Customer undertakes to insure against all risks relating to the transport, loss, theft or destruction of the goods.

## 9. FORCE MAJEURE

VIM is not held responsible for delays or failures in the performance of its obligations when caused by an event of force majeure. VIM could not reasonably prevent or prevent the effects in the exercise of normal management, such as strikes, internal or external, failure of a supplier, fires, floods, constitutes a force majeure event. natural disasters, armed conflicts, embargoes (non-exhaustive list).

## 10. INSPECTION AND TESTS

In the event that after delivery, the characteristics or performance of the equipment are contested and require measures by VIM or any other organization, the Customer will bear all the costs incurred by VIM, if it is proven that the services are respected.

## 11. TAKE-OVER OF MATERIEL AT THE CUSTOMER'S REQUEST

Specific materials not in stock are neither returned nor exchanged. The same goes for spiral ducts (CMS ranges) and kitchen hoods. (VORAX and NOVAX ranges)

Equipment usually kept in stock (codes in red in the catalog) will be included at 80% as soon as they are received in their original condition and packaging, after the return control has detected no anomalies. The returned material must imperatively be accompanied by the return authorization issued by VIM stuck on the package.

After a period of 30 days after the delivery date, no return or exchange will be accepted.

The transport costs relating to these returns are the responsibility of the Customer. If all the conditions are met, the return will give rise to the establishment of a credit note.

## 12. GUARANTEE

Unless specifically agreed in writing, the material supplied by VIM is guaranteed for 24 months from the date of invoice.

When commissioning, ordered at the same time as the equipment, is carried out by VIM or its approved service providers, the warranty runs from the date of commissioning for a period of 24 months (without being able to exceed 30 months from of the invoice date).

The warranty is limited to the replacement of parts or equipment whose functioning is recognized to be defective following an appraisal by VIM, to the exclusion of any compensation or penalties. The costs of labor, removal and rest, travel related to the replacement are the responsibility of the Customer.

To benefit from the guarantee, the Customer must notify us without delay and in writing of the malfunction that he attributes to the equipment and provide all justifications as to the reality of these.

Excluded from our warranty are defects linked to abnormal use or not in accordance with the recommendations in our instructions, defects observed as a result of normal wear and tear, incidents caused by negligence, lack of monitoring or maintenance, defects due incorrect installation of devices or poor storage conditions before assembly.

In any case, VIM is not responsible for transformed material, even partially repaired. Material returns made under the warranty will only be accepted if they have previously been the subject of a written agreement from us. They must be accompanied by this authorization issued by VIM stuck on the package.

The work resulting from the warranty obligation is carried out in principle in the workshops of VIM after the Customer has returned at its expense the defective parts for repair or replacement. The costs of labor, removal, refitting and return of parts are the responsibility of the Customer. The costs of returning replaced parts are covered by VIM.

If for time VIM, VIM agrees to replace the defective equipment before return and assessment, the Customer undertakes to return the equipment to us at its expense, within 30 days, accompanied by the return authorization issued by VIM pasted on the parcel.

In the event of non-return, VIM invoice the amount of the material to the Customer. Likewise, if it turns out after expertise that the defect is not attributable to the incriminated material, the taking under warranty will be canceled and the amount of the material sent in replacement on the basis of the Customer's indications will be invoiced to him.

The replacement of one or more parts does not have the effect of extending the warranty period of the equipment. Spare parts are guaranteed for 12 months from their invoice date.

The supply of spare parts essential for proper functioning is normally ensured for a period of 7 years from the date of manufacture.

## 13. SERVICE PROVISIONS

VIM offers commissioning services, on-site assembly of certain products or repair of marketed equipment.

These interventions are subject to special conditions. VIM only intervenes in the presence of a representative of the Customer in charge of the installation. The Customer is responsible for security on the site.

Any unnecessary travel on site, any exceeding of service may be subject to additional invoicing.

Never intervening in the act of installation or construction VIM is not liable for any guarantee of perfect completion. The commissioning service cannot be considered as a validation by VIM of the choice of equipment or its location by the informed professional Customer. Commissioning or repair services do not exclude the recommended maintenance operations.

The operations to be borne by the Customer, prior to commissioning or assembly on site, are specified by VIM in the "Commissioning request" form.

When commissioning, ordered at the same time as the equipment, is carried out by VIM or its approved service providers, the warranty runs from the date of commissioning for a period of 24 months (without being able to exceed 30 months from of the invoice date).

## 14. PROTECTION OF PERSONAL DATA

To find the measures taken by VIM, to ensure its compliance with the General Regulations on the Protection of Customer Data, we invite you to consult our page GDPR

## 15. JURISDICTION

All transactions covered by these GTC are subject to French law.

In the absence of an amicable agreement, any dispute will fall under the exclusive jurisdiction of the NIORT court, even in the event of a guarantee call or multiple defendants.

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