

These general terms of sale constitute the sole basis for all commercial negotiations and apply to all orders placed and/or acceptances of goods delivered, notwithstanding all contrary stipulations in the Client's general terms of purchase or any other document replacing them: In accordance with regulations in force, SPM reserves the right to depart from certain clauses of these General Terms of Sale, depending on the negotiations held with the Customer, by drafting Special Terms of Sale.

1. ORDERS – PRICES

Our prices and terms of sale do not constitute an offer which, if accepted by the buyer, would constitute the creation of a contract. In the case of an order received from the buyer, this order will be considered as definitively accepted only after written acceptance on our part. Our prices correspond to packed goods, ex-factory, but do not include tax. All other elements appear additionally and distinctly on our invoices. Prices are adjustable in accordance with the variation formulae in use in the profession and in light of the laws in force at time of the invoicing. They may be adjusted, for example, in consideration of the variations in the prices of raw materials, wage rates and related costs linked to the order. We reserve the right at all times to modify our product line. Modifications, and in particular the elimination of certain articles shall in no event entail forced deliveries or requests for damages. For orders below 100 € (goods) ex-VAT, a contribution to running costs of 20 € (ex VAT) will be invoiced.

2. CANCELLATION – SUSPENSION OF ORDERS

Any cancellation or suspension of an order shall be notified by registered mail to our registered offices and accepted by us. In the event of the cancellation of an order which has not been executed, the costs we have incurred will be invoiced to the client. In the event of the cancellation or suspension of an order for finished products or articles or for products or articles which are in the process of being manufactured, they will be delivered and invoiced, as will the raw materials and accessories purchased specifically for the execution of said order. Our Company reserves the right in all cases to request damages for the direct or indirect consequences it sustains as a result of the cancellation or suspension of an order.

3. DELIVERY – TRANSFER OF RISKS - TRANSPORT

Our delivery time is indicated for the sake of information only. All fines for delays and/or cancellations of orders and/or damages incumbent upon us are excluded in the event of a delay in delivery, for any cause whatsoever. Delivery, which entails the transfer of the risks, is carried out by the direct handing over of the supplies, either to the Client or to the transporter designated by the Client or, failing this, selected by us. The goods travel in all events, including free shipments, at the Client's risk. It is therefore the Client's responsibility to take out insurance for the costs and risks of transporting the goods sold, subsequently to delivery and to verify upon the arrival of the equipment, the condition, the quantity and the conformity of the supplies with the stipulations on the shipment form. In the event of missing or damaged items, it is up to the Client to express all written reserves, summarized to the transporter, and to confirm them to the transporter and to our Company by registered mail with return receipt within the next three business days.

4. COMPLAINTS - RETURNS

With the exception of the transport risks mentioned above, any goods which have not been returned within fifteen days following delivery will be considered as complying with the order, in terms of both quantity and quality, its being understood that no complaints will be taken into consideration after the product has been implemented. The possible storage thereof on a worksite or place of sale shall be under the Client's responsibility and at its own risk. In the event that a defect noted in the quality were recognized by us, our liability is limited to the pure, simple replacement of the item, with the exception of all other costs and/or indemnification of any nature whatsoever. **Our liability shall in no event be extended to include the direct or indirect damages which might result for the Client from non-delivery or manufacturing defects.** Furthermore, only complaints concerning orders placed and confirmed in writing shall be taken into consideration, it being understood however, in all events, that no complaints will be accepted for slight variations in thickness or colour, within the limits of the usual tolerances. The guidelines contained in our technical and commercial appendices establish the conditions for the exclusion and scope of the use of our products; moreover, the buyer will take the usual precautions which are required. Contested goods shall be stored by the buyer in accordance with the Implementation Principles in force, until the complaint is settled definitively. The buyer can neither refuse to approve goods which are subject to a complaint, nor return them without our authorization. The costs and risks of returns are always borne by the Client. When we accept returned goods, they must be returned in their original state, without having been utilized, in the place agreed upon by the parties. Possible credits will be accepted only after our verification and acknowledgement of the defectiveness of the goods. For the wall protections and handrails, the buyer or its users must examine the result achieved attentively once the first three units have been applied. The fact of continuing the work implies acceptance of the product, and the buyer must make certain that the goods indeed correspond to the use he wishes to make of them.

5. WARRANTIES

When he acts pursuant to the legal warranty of conformity, the Client is entitled to two years beginning on the date of the delivery of the goods to act; he may choose between the repair or replacement of the item, subject to the cost conditions stipulated in Article L 211-9 of the French Consumer Code; except for second hand goods, he is not required to provide evidence of the conformity defect of the goods for six months following the delivery thereof. The legal conformity warranty applies independently of the commercial warranty which may have been provided. The Client may decide to implement the warranty for hidden defects in the article sold, as per Article 1641 of the Civil Code. In this event, he may choose between the cancellation of the sale and a reduction of the sale price in accordance with Article 1644 of the Civil Code.

6. PAYMENT TERMS

In the absence of a particular written agreement on the notice of receipt of an order, all our supplies are payable 30 days net following the date of invoice, without a discount. Late payment or failure to pay by the due date entails the obligation to immediately pay the sums outstanding. Interest shall accrue in the event of late payment or the failure to pay at the due date. These fines for arrears are payable on the day following the payment date without the necessity of a reminder. The rate applied by our company is the rate of refinancing applied by the European Central Bank plus 10 basis points. In this case, we will also be authorized to suspend deliveries, terminate the contract five days following formal notice by registered mail with return receipt which has remained without effect, and to recover the goods sold with a title retention clause in accordance with the following provisions. Furthermore, for all professionals, payment of the sums owed subsequently to the due date appearing on the invoice will automatically increase the amount thereof by a fixed indemnity of €40 stipulated in Article L441-6 paragraph 12 of the French Commercial Code, the amount of which is determined by decree. In the event of a regulatory modification of the amount of this fixed indemnity, the new amount will automatically replace the amount appearing in these general terms of sale or payment terms. The automatic application of this indemnity does not prevent the application of an indemnity additional to the claim upon presentation of documents in proof, in accordance with the above mentioned stipulation, up to the entire amount of the costs which have been incurred, regardless of the nature thereof, in collecting the claim. In all events, we reserve the right, at any time, even during the execution of a contract or order, to demand a guarantee, which is approved by us, of the proper execution of the Client's commitments. Denial thereof or the client's inability to provide such guarantee shall entitle us to cancel all or a portion of the order or the contract.

7. OWNERSHIP RESERVE

Until the price is paid in full, the goods sold will remain our property and the Client shall therefore not be entitled to dispose thereof in any manner whatsoever. However, the risks are transferred to the Client upon delivery of the goods. Consequently, the client shall assume the risks concerning the goods and shall take out all necessary insurance to our benefit, at its own expense, until full payment of the price. Failing payment by the Client of a single fraction of the price on the agreed due dates, our Company reserves the right to reclaim the goods, without delay and without any particular formality. The return of the goods sold may, if necessary, be obtained in a simple interim order of the Commercial Court of TOULOUSE. Furthermore, if we deem it advisable, we may, as the case may be, decide not to reclaim the goods and exercise our right to the payment of the sums owed plus interest, fines and costs.

8. PENALTY CLAUSE

It is expressly agreed that if it is necessary to resort to legal action to collect a claim, the amount thereof will be increased by 20 % plus interest, with a minimum of €150 and possible court costs.

9. TERMINATION

As the case may be, we may, at our discretion, establish the termination of the sale *ipso jure*, based on the buyer's fault, by simple registered letter sent to the buyer in the case of its failure to execute one or several of its obligations.

10. FORCE MAJEURE - UNFORESEEN CIRCUMSTANCES

SPM shall not be held responsible, nor shall it be considered as having committed breach of Contract, if it is unable to meet any one of its commitments or contractual deadlines due to a case of *force majeure*, as such term is defined by Article 1218 of the French Civil Code. If, in the case of *force majeure*, SPM is unable to respect one or several of its contractual commitments, it shall notify the Client thereof within fifteen days (15 days) of the occurrence of the case of *force majeure* to adopt the measures it considers necessary to permit the proper execution of the Contract or to decide on its termination. Should the Parties not succeed in reaching an agreement within one month of the occurrence of the case of *force majeure*, it may terminate the Contract effective immediately by registered letter with return receipt. These General Terms of Sale expressly exclude the legal regime of unforeseen circumstances provided for by Article 1195 of the French Civil Code.

11. BUSINESS ETHICS – PERSONAL DATA – COMPLIANCE WITH COMPETITION – ANTI-CORRUPTION LAW

SPM complies with and requires its clients, suppliers, agents and other to comply with all statutory and regulatory provisions applicable to the performance of the services, including laws prohibiting fraud and corruption. SPM has a business ethics programme comprising a code of conduct and related policies and procedures which apply to all of its employees, affiliated companies, business partners and other (clients, consultants, representatives, agents, subcontractors, etc.). The latter acknowledge that they have full knowledge of the obligations of EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and of any other regulation applicable in such matters and to which they are subject in their capacity as controller for the operations they each perform, in complete independence, in connection with their own business, and shall comply with the latter. They particularly undertake to inform all persons, including their staff members, of any transfers of personal data to SPM. The collection of personal data by SPM, disclosed by the Client for the processing of an Order, is intended solely for the purpose of adequately processing Orders, Sales and Deliveries, in order to manage the business relationship and/or fully meet the Client's expectations. The personal data disclosed by the Client will be integrated into a personal data file belonging to SPM in accordance with applicable laws and managed by SPM. The Client agrees to the use of these data by SPM for the abovementioned purposes. The data may be stored for the period of limitation of the action in liability against SPM. The Client shall have a right of access, rectification, portability, erasure and objection to the processing of its personal data and the right to ask for restriction of the processing thereof, by sending a written request to: SPM – 16 rue Isabelle Eberhardt – CS 92083 – 31019 Toulouse Cedex 2 - France. The Client may also object to the processing of its personal data and is entitled to withdraw its consent at any time by informing SPM, by writing to the above address. The Client must inform SPM of any change to its personal data and it will be solely liable for the truthfulness and accuracy of the data provided. At any time, the Client may file a complaint to the competent supervisory authority. Within the framework of these General Terms, the contracting parties and all their direct or indirect representatives shall refrain from doing anything that is contrary to national, European or international competition rules, without limitation. They warrant SPM that none of their employees, agents, representatives, consultants or subcontractors will undertake any commercial actions that could be contrary to competition law in any manner whatsoever. The contracting parties and all their direct and indirect representatives shall refrain from acting in any manner that is contrary to national, European and international anti-corruption or influence-peddling rules, without limitation; they warrant SPM that none of their employees, agents, representatives, consultants or subcontractors will undertake any commercial or other actions that could be contrary to corruption legislation in any manner whatsoever.

12. ELECTION OF DOMICILE – TERRITORIAL JURISDICTION

We elect domicile in our Company's registered offices. For all disputes and/or litigations concerning the interpretation or execution of this instrument, **the Commercial Court of the district of our registered offices alone will hold jurisdiction regardless of the shipping and payment means and even in the case of multiple defendants or an impleader.**

13. GOVERNING LAW

All the clauses and operations appearing in these general terms of sale will be subject exclusively to French law, to the exclusion of any other legislation or agreement.

WALL PROTECTIONS AND HANDRAILS

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