



GENERAL TERMS OF SALE

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 Customer'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 Supplementary Terms of Sale. The buyer represents that it has read and accepts these general terms of sale before its immediate purchase or before placing an order. In this regard, they are enforceable against it in accordance with the provisions of Article 1119 of the French Civil Code.

1. ORDERS – PRICES

Our prices and terms of sale do not constitute an offer which is accepted by the buyer would constitute the creation of a contract. The sale is deemed concluded on the date of acceptance of the order by the seller or at the time of the immediate purchase. 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 the 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 Customer. 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. The non-professional buyer acknowledges having been informed in a legible and comprehensible manner, prior to placing the order and concluding the contract, of these general terms of sale and all the information listed in Article L. 221-5 of the French Consumer Code. In the case of a sale to a non-professional, the latter has a period of 14 days to exercise its right of withdrawal, either by means of the withdrawal form (which can be downloaded from our website) or by means of a declaration expressing its wish to withdraw. When informed of such a withdrawal, SPM will reimburse the Customer within fourteen days. Costs of returning the goods shall be payable by the buyer.

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 Customer or to the transporter designated by the Customer or, failing this, selected by us. The goods travel in all events, including free shipments, at the Customer's risk. It is therefore the Customer'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 Customer 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. SPM is authorized to make full or partial deliveries. In the event of a shortage, the supplier will respond to orders in their order of arrival and to the extent of availabilities.

4. COMPLAINTS – RETURNS

With the exception of the transport risks mentioned above and sales to consumers, 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 Customer'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, or as the case may be, the resumption of the work performed by our Company, 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 Customer 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 color, 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 Customer. 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 sale of wall well protections and handrails, the buyer or its users must examine the result achieved attentively once the first three meters 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 it wishes to make of them.

5. WARRANTIES

In the event of a sale to a consumer, SPM is liable for non-conformities in accordance with the provisions of Articles L 217-4 *et seq.* of the French Consumer Code and for hidden defects of the item sold in accordance with Articles 1641 *et seq.* of the French Civil Code. Any request in this regard must be sent to: SPM – 16 rue Isabelle Eberhardt – CS 92083 – 31019 Toulouse cedex 2 - France. When acting pursuant to the legal warranty of conformity, the Customer is entitled to two years beginning on the date of the delivery of the goods to act; it may choose between the repair or replacement of the item, subject to the cost conditions stipulated in Article L 217-9 of the Consumer Code; except for second hand goods, it is not required to provide evidence of the non-conformity of the goods for twenty-four months following the delivery thereof. The legal conformity warranty applies independently of the commercial warranty which may have been provided. The Customer may decide to implement the warranty for hidden defects in the article sold, as per Article 1644 of the Civil Code. In this event, it 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, all our supplies are payable 30 days net following the date of the invoice, without a discount. Notwithstanding, sales made to consumers through the SPM website are payable immediately upon placing the order. 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 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 aforementioned 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 Customer's commitments. Denial thereof or the Customer'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 Customer shall therefore not be entitled to dispose thereof in any manner whatsoever. However, the risks are transferred to the Customer upon delivery of the goods. Consequently, the Customer 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 Customer 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 President of the Commercial Court of Toulouse (France). 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 Customer 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 Civil Code.

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

SPM, Gerflor Group Company, complies with and requires its customers, 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. The GERFLOR group 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 (customers, 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 Customer 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 Customer's expectations. SPM may send commercial communications and/or information about its activity from which the Customer may unsubscribe at any time. SPM may also send surveys and studies to the Customer in order to obtain its opinion of its products and services. The Customer shall be free not to reply to them. The personal data disclosed by the Customer will be processed in accordance with applicable laws on the basis of the contractual relationship between the Customer and SPM and the legitimate interest of SPM. The personal data collected will be retained for the duration strictly necessary to achieve the abovementioned purposes and, as applicable, for the necessary legal period to serve as evidence. The Customer 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: dpo@gerflor.com. The Customer undertakes to 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 Customer 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 rules, without limitation, relating to: (i) competition; (ii) corruption or influence-peddling; (iii) embargoes and economic sanctions. In this context, they warrant SPM that none of their employees, agents, representatives, consultants or subcontractors will undertake any commercial actions that could be contrary to these regulatory provisions 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.** In the event of a sale concluded with a consumer, any disputes to which the purchase and sale transactions concluded pursuant to these general terms of sale may give rise, concerning their validity, interpretation, performance, cancellation and consequences and which cannot be solved amicably between the seller and the Customer, shall be submitted to the courts of competent jurisdiction under the conditions of ordinary law mentioned in Article R 631-3 of the French Consumer Code. It is specified that, in the event of a dispute, a consumer may have recourse to conventional mediation, in particular through the Commission of Consumer Mediation or sector-specific mediation bodies, or to any alternative dispute resolution method (conciliation, for example).

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 convention.

14. EXTENDED PRODUCER RESPONSIBILITY

Pursuant to Article R 541-173 of the French Environmental Code, we inform you that SPM, a GERFLOR Group company, pursues a policy of taking charge of the collection, sorting, recovery and recycling of waste via the eco-organization ECODDS and that in this respect our unique identifier referred to in Article L 541-10-13 of the said code is FR029452_04MPBTB. In accordance with the provisions of Article R 543-290-3 of the French Environmental Code, the share of the unit cost that SPM bears for the management of waste building materials, as charged by the eco-organization to which GERFLOR Group subscribes, is passed on in full to the professional purchaser of the product without any possibility of a reduction.