



GENERAL SALES TERMS AND CONDITIONS

1. SALES AND PRICING

Except in case of explicit derogation, our offers are not binding, and we are not engaged unless we issued a formal written confirmation accepting an order, wherefore direct orders, commitments made by our agents and other representatives, prices charged with no option period and MONROC's rates will bind MONROC only if they are formally accepted by us in writing. If we issue an acknowledgement of receipt for an order, any change notified by this acknowledgement of receipt will be reputed as accepted, unless the client by the client, unless it notifies its refusal within 8 days from reception of such acknowledgement of receipt. Unless otherwise agreed, all sales are made EXW (Incoterms 2020) warehouse or workshop.

All quotations are non-binding and are executed based on the daily rate, wherefore they can be modified without prior notice, including to take into account exchange rates variations which would increase purchase prices of imported goods between quotation and billing dates.

MONROC issues invoices using prices and taxes applicable at the time of delivery.

2. SHIPPING POLICY

Delivery dates are only indicative and non-binding. An order cannot be cancelled by the buyer by reason of a late delivery and there shall be no penalties, fines or deductions for late delivery, unless otherwise explicitly previously agreed and accepted by MONROC.

MONROC considers that the buyer has seen, received and approved our goods in-store. Our goods are not insured and travel at the risk of the recipient. MONROC does not take back packaging.

Carriers are responsible for any damage, missing item or delay in delivery.

Therefore, in order to preserve its rights, recipient must list any reservation on the delivery documents presented to it by the carrier before taking possession of the goods, and the recipient must then confirm such reservations by a registered letter with acknowledgment of receipt addressed to the carrier within 3 days from delivery and send a copy of these reservations to MONROC.

In any case, MONROC is not liable for any issue related to shipping.

3. RETURN POLICY

No returns will be accepted unless previously agreed upon by us. Returns shall be sent to our premises free of charge and in perfect condition. The value of the returned goods will be credited to the buyer's account after deduction of a 10% recovery fee. Such credit is not refundable and can be applied in deduction of the purchase price of a new order.

4. PAYMENT

Invoices are payable upon reception, net and without discount, by dematerialized bill of exchange, unless otherwise agreed.

If the buyer fails to timely pay, the following fees will automatically apply:

- a fixed compensation in addition to actual costs, in the amount of €40, pursuant to article L441-6 of the French code of commerce ;

- late penalty fees at the European Central Bank refinancing rate plus 10 points ;

and, unless otherwise agreed upon and after formal notice:

- any and all sums that the buyer still owes to the company, regardless of the mode of payment, will become immediately payable ;

- a penalty of 15% of the amount owed by the buyer, with a minimum charge of €50, consequent to the buyer's failure to execute its obligations in accordance with these general sales terms and conditions, such penalty being indivisible and without prejudice MONROC right to terminate the contract, whether unilaterally or upon a court decision and to fill a lawsuit to seek full compensation for damages suffered in addition to the above charge consequently to the buyer's default.

Some purchase orders may be subject to a down payment. The execution of such advance prohibits any cancellation of the order by the buyer.

5. RETENTION OF OWNERSHIP

By express agreement, MONROC retains ownership of the goods until full payment, in accordance with Article 2367 of the French civil code, the buyer nevertheless remaining solely liable in case of the loss or destruction of the goods, as well as responsible for any damages or shortages that may occur after delivery. The buyer must be insured accordingly.

In the event of non-payment, the goods will be taken back without prior procedure. Refusal to remit the goods will result in legal action with a claim for damages.

6. TECHNICAL INFORMATION

All information contained in our manuals, catalogues and other documents are for indicative purposes only. We reserve the right to modify them at any time without prior notice.

7. GUARANTY

The proper functioning of the goods delivered is guaranteed for a period of one year from the date of delivery pursuant to the following conditions :

The guarantee only covers the repair or replacement of the good in accordance with the conditions hereafter described, excluding any claim whatsoever for any kind of damages, including loss of production.

The guarantee only applies to goods used in accordance with their original purpose and that were regularly maintained, either under our technical instructions, those of the good manufacturers or pursuant to standard practices in the business.

If the aforementioned conditions were respected, MONROC will ask the manufacturer to provide the guarantee, if the good was not manufactured by us, and will assume the guarantee when the goods were manufactured by our company.

In both cases the guarantee will be limited pursuant to our choice to :

- Repair the goods, free of charge, or,
- Replace the goods with a prorated billing taking into account previous use at the time of replacement with regard to the standard usage of such goods.

Replacements or exchanges will not extend the guarantee period. Any transportation costs will be at the buyer's expense. The guarantee does not apply to custom-made goods or to modifications made to the design or manufacture of goods at the buyer's request.

8. APPLICABLE LAW AND JURISDICTION

All sales are subject to French law, excluding its conflict of laws rules and article 1195 of the French civil code. Any dispute that cannot be amicably settled shall be submitted to the court of commerce of NANTES, to which exclusive jurisdiction is provided, even if there is many parties or guarantee actions.

All orders placed with us imply complete acceptance of our terms and conditions, regardless of any purchase conditions of our customers. Any exemption specified by our customers' purchase orders will only be considered to be accepted if agreed to in writing by MONROC.

9. BILLING COSTS

All debits include the billing of fixed costs, except in the event of cash payments on collection or dematerialised billing; in addition, there is a minimum billing amount. These amounts will be determined each year.

10. PERSONAL DATA

In compliance with the Law n°78-17 of January 6, 1978, it is recalled that personal data requested from the buyer are necessary to process their order and for billing.

This data will not be communicated to any potential partner of the supplier responsible for the execution, processing, management and payment of orders unless necessary to execute the contract.

In compliance with national and European rules of procedures in place, the buyer has the right to permanently access, change, correct and oppose to information concerning them, for legitimate reasons. This right may be exercised at any time by the buyer via e-mail to donnees.personnelles@Monroc.fr, by specifying their request. This right may be exercised in accordance with the procedures described in the document titled "politique générale de protection des données personnelles de MONROC" (MONROC's general personal data protection policy) available at the following address: <http://rgpd.Monroc.com>