

GENERAL CONDITIONS OF SALE, PYROGUARD FRANCE SARL

Clause 1: Subject

These general conditions of sale detail the rights and obligations of the company Pyroguard France SARL, manufacture of glass, and its client or order issuer, with regard to contracts for the supply of goods and services and in particular glass products. They replace all clauses to the contrary formulated in any way by the client. All services provided by this company therefore imply the purchaser's unreserved compliance with these general conditions of sale.

Clause 2: Price

The offers and estimates issued by Pyroguard France SARL are valid for a period of 30 days from the date on which they are sent to the Purchaser. They fix the prices of goods sold and are expressed in euros and calculated net of taxes. They are therefore increased to include VAT and transport costs applicable on the date of acceptance of the offer.

The price does not include packaging of the products, and the purchaser must bear this cost. The purchaser may not use the packaging and containers for the products without express authorisation and they must be made available to the seller if the seller wishes to recover them.

Pyroguard France SARL undertakes to invoice the goods ordered at the prices indicated at the time of registration of the order, unless it wishes to recover against that price any increase in its costs linked to circumstances, outside its control, for which it is not responsible.

Clause 3: Validity of sales contract

Orders shall not be deemed firm or become contractual until after acceptance by the seller in writing. If the order must be modified in order to follow the purchaser's instructions, the purchaser shall be responsible for the quality and performance of the modified product. The supplier reserves the right to modify the order at any time. If these modifications affect the quality of the products, the client may terminate the contract without compensation from the supplier.

Clause 4: Delayed payment

Unless agreed otherwise in writing, invoices shall become payable 30 days after the invoicing date and regardless of the date of delivery of the goods.

Any total unpaid on the due date shall, automatically and without demand, give rise to payment of delay interest at the interest rate applied by the ECB to its most recent refinancing operation plus 10 percentage points. In addition, the purchaser shall be required to pay a fixed compensation total of 15% of the sums unpaid. When the recovery costs incurred exceed this fixed compensation total, the creditor may demand additional compensation on provision of supporting documentation. *Articles 441-10-II and D.441-5 of the Commercial Code*

Clause 5: Termination clause

If payment is not made after the due date shown on the invoices, Pyroguard France SARL may terminate the sale and claim damages in its favour, by registered letter with advice of receipt.

Clause 6: Ownership reservation clause

Pyroguard France SARL shall retain ownership of the goods sold until payment of the price in full, both principal and incidental costs. In this regard, if the purchaser is subject to enforced recovery procedure or judicial

liquidation, Pyroguard France SARL reserves the right to claim, within the framework of a collective procedure, the goods sold and still not paid for. Notwithstanding this ownership reservation clause, it is expressly agreed that the purchaser shall bear the risk of loss and deterioration of the goods, with effect from their delivery.

Clause 7: Delivery

Delivery shall be made:

Either by provision at the seller's factory, in which case the purchaser must advise Pyroguard France SARL at least 48 hours in advance of the desired delivery time.

Or by direct sending of the goods to the purchaser, in which case, if the purchaser does not formally accept the goods, the seller may store them at the purchaser's expense until such time as delivery can be made, or sell them on to a third party.

The delivery date indicated at the time of registration of the order is given for information only and is not guaranteed in any way.

Therefore, any reasonable delay in delivery of the goods cannot give rise to the following for the purchaser:

- allocation of damages;
- cancellation of the order.

Transportation risks shall be borne wholly by the purchaser. If goods are missing or have deteriorated during transportation, the purchaser must formulate all necessary reservations on the order form on receipt of the said goods. In addition, these reservations must be confirmed in writing within the 48 hours following delivery, in a registered letter with advice of receipt.

Clause 8: Force majeure

Pyroguard France SARL cannot be held liable if failure to fulfil the contract, or delay in its fulfilment, is the consequence of particular circumstances. This includes in particular problems of operation in the seller's factory or warehouses and problems affecting third parties or suppliers, as well as any outside event that is unforeseeable and irresistible within the meaning of Article 1218 of the Civil Code.

Clause 9: Limitation of responsibility

The product guarantee period is 10 years. Details of this guarantee can be provided following a request sent to Pyroguard France SARL and it can be consulted on the company's website. The seller undertakes only to replace defective products provided that these products are clearly identifiable and were installed by the purchaser in accordance with the conditions that can be consulted on <https://www.pyroguard.eu/en/tandcsdownloads/>. The seller shall not be liable for defects in products made with materials supplied by the client or arising from natural causes or negligence by the purchaser, if these materials were not made by the seller or if delivery is made late. Failure to pay for the goods shall void this guarantee.

Clause 10: Competent court

Any dispute relating to the interpretation and fulfilment of these general conditions of sale shall be subject to French law.

If the matter cannot be resolved amicably, the dispute shall be brought before the Judicial Court of Sarreguemines.