



## MANULATEX France S.A.S. GENERAL TERMS AND CONDITIONS (V10 – 01/01/2021)

A French version of these General Terms and Conditions is available free of charge by a simple request addressed to MANULATEX France Z.A. du Mille Champtocé sur Loire CS 40055 – 49170 ST GEORGES SUR LOIRE - France. In the event of an interpretation dispute, the French version prevails.

### **PREAMBLE :**

As of 01/01/2021, these General Terms and Conditions are applicable in their entirety. They are drafted in French in their original version -- the only version that has legal value -- which prevails over any other version translated into another foreign language, and takes precedence over any general terms and conditions of purchase or any other document issued by the customer, whatever the terms thereof. All orders transmitted to MANULATEX France imply, without reservation, acceptance of its tariffs, of these general Terms and Conditions and of the particular Terms and Conditions. Any other terms and conditions in conflict with these documents shall be considered only if they were expressly agreed to in writing by MANULATEX France prior to the date of conclusion of the Contract. In the event of conflict between these general Terms and Conditions and the particular Terms and Conditions applicable to the product or service sold, the exceptional provisions of the particular Terms and Conditions shall prevail. If any stipulation of any contract under these general terms and conditions is declared invalid by a court or any other administration or authority, such decision shall not affect in any regard or circumstance the validity of the other stipulations. The fact that a particular prerogative acknowledged by these general Terms and Conditions is not exercised or that any stipulation of the contract under said general Terms and Conditions is not executed, shall not in any event be construed as a change in the contract or as a tacit or express waiver of the right to exercise said particular prerogative in the future, or the right to require a scrupulous execution of the commitments subscribed hereunder.

### **SCOPE OF APPLICATION :**

These general Terms and Conditions apply to all sales, tailoring and repackaging of products intended for the French market and the exportation thereof.

### **APPLICABLE LAW :**

Any question pertaining to these general Terms and Conditions, and to the sales and provision of services hereunder, which the contractual stipulations do not address, shall be subject to the provisions of French law, to the exclusion of the Vienna Convention of 1980 regarding the International Sale of Goods. Any reference to an ICC publication must be considered as referring to the version in effect on the date of conclusion of the Contract. Any reference to commercial terms or stipulations must be considered as referring to the relevant terms and stipulations of Incoterms published by the International Chamber of Commerce (hereinafter referred to as ICC) according to the interpretation made thereof by the Commission of International Commercial Practices and its panel of experts (ICC Paris).

### **PRODUCTS AND SERVICES :**

The subject products and services are precisely described in respect to their specific characteristics and quality in the MANULATEX France catalogues. The conditions and precautions regarding the use of products appear in the products' manuals. The products are in conformity with the approved standards and are designed to be used within the area of the customer's professional activity. The specific and technical characteristics of MANULATEX France products require that the Customer complies with the products' manuals. The MANULATEX France products must immediately be replaced if they show signs of wear and tear. MANULATEX France reserves the right, until the delivery of products, to make any change that it deems necessary in its products, without the obligation to change the products previously delivered or in the process of being ordered.

### **ORDERS / CONCLUSION OF THE CONTRACT :**

The period of validity for offers made by MANULATEX France is one month from the issue thereof, unless otherwise stipulated in the offer. To be considered, the order must be placed by a Customer whose company is of unquestionable stability, whose past conduct has not caused any harm to MANULATEX France, whose place of business is not established in a risky geographical area (i.e. by virtue of natural, political, economic, social phenomena...) or in a territory where the products are proscribed by law, for example by virtue of a particular regulation or an exclusivity granted to a third party. Acceptability of the order is also subject to the availability of material for products. Any temporary or permanent unavailability of material required for products ordered by the Customer prevents the order from being executed by MANULATEX France. Except for work aprons and S-Protex clothes our products are sold by the unit. Because of the means of packaging them, no orders for work aprons shall be for less than 10 articles and no S-Protect order shall be for less than 50 articles. A contract of Sale or Service is validly concluded only upon MANULATEX France's written confirmation of the order initially transmitted by the Customer. However, in the absence of express confirmation or rejection within 10 days of the order, a contract of Sale or Service shall be deemed to be validly concluded. Orders taken by the agents, representatives or employees of MANULATEX France shall also be confirmed. However, in the absence of express confirmation or rejection within 10 days of the order taken by these intermediaries, said order shall be deemed to be definitive and the contract shall be validly concluded.

### **DELIVERY :**

The products are delivered according to the incoterm negotiated ( EXW Incoterms – ICC 2020). If nothing was negotiated, the products will be delivered Ex Works to the registered office or to the plants, stores or warehouses of MANULATEX France. Since delivery occurs only according to availability, MANULATEX France is authorized to deliver in whole or in part. In the case of partial delivery, each delivery shall be subject to a separate invoice. The Goods shall leave the premises of MANULATEX France only when the MANULATEX France account is credited the amount owed from the Customer. However, all of the additional transport costs that MANULATEX France might incur, from the location of delivery to another location in respect to additional services, shall be covered directly by the Customer. Any change of order shall entail extension of these delivery deadlines. Since the delivery times are specified only for indicative purposes, the exceeding thereof shall not in any circumstance result in the payment of damages and interest, or in rescission of the contract of sale. However, the average time observed is 15 days from the date of acceptance of the order. In the event that the Customer does not take delivery of products within 20 days of their delivery by MANULATEX France, and if, after a notice given by any means, the delivery remains fruitless for 15 days, the Customer shall bear all of the costs and risks related to the preservation of products. Moreover, the Customer shall pay a penalty of 1,500 euros and rescission of the contract may be enforced against it automatically and without formalities; it shall be deprived of the right to prevail on a claim of visible defects or a failure of conformity.

### **PROVISION OF DOCUMENTS :**

MANULATEX France shall provide the Customer with a commercial invoice in duplicate according to the regulation and, as needed, the following commercial documents:

- Pro forma invoice
- Export commercial invoice
- Customs and consular invoice
- Packing list
- Certificate of origin

### **TRANSFER OF RISKS :**

MANULATEX France shall bear all of the risks of loss or damage to which the products might be exposed or incur until they reached the place where the transfer of risk is effective as defined by the incoterm chosen (EXW Incoterms - ICC 2020). Thereafter, the coverage for all risks that the product may incur or provoke is transferred to the Customer. In all cases, the recipient is in charge of verifying the state of products upon the arrival thereof. In the event of loss, defect or any other damage incurred by the goods, or in the event of delay, the addressee or the receiver must proceed to proper and sufficient ascertainties, express reservations for good cause and, in general, take all measures required for preservation of recourses and confirm said reservations by legal means and within the legal time limits; otherwise no action to enforce a warranty may be exercised against MANULATEX France or its substitutes. (See appendix 1 : Freight disputes and Reserves).

### **THE PRODUCTS :**

The articles sold are in conformity with the French standards and/or EN/ISO . In the case of orders to be shipped to countries outside the European Union, the Customer is required to verify whether or not the articles meet the standards in effect in the country of destination. In no event shall MANULATEX France be held liable for a use that does not conform to said standards. The condition, conformity, absence of apparent defects in, and the number of, products must absolutely be verified upon the acceptance thereof in the carrier's presence, with the costs and risks related to verification being the Customer's responsibility. Any claim for good cause, reservation or dispute must be specified in the documents provided and confirmed to MANULATEX France by registered letter with an acknowledgement of receipt within 48 hours of delivery of the products. The Customer shall provide any documentation regarding defects actually observed, with MANULATEX France reserving the right to proceed to any observation, verification and repair on the site, either directly or through an intermediary. In the event of failure to comply with these conditions, acceptance shall be deemed to be without reservation and MANULATEX France's liability for a defective conformity of products shall no longer be put at issue. Any return of MANULATEX products based on an apparent defect must be subject to MANULATEX France's prior written agreement. Defective products must be returned within 10 days of receipt of MANULATEX France's agreement. No product shall be returned that is not in a proper condition of preservation, or that displays signs of disassembly or use. The costs and risks of return are always the Customer's responsibility. After examination by MANULATEX France, the products may be replaced by identical or similar products. Similar products – replacing those which were ordered – are those that are of the same quality and the same functions of use. In the absence of replacement, the return of products shall entail reimbursement thereof by means of a credit. Return of products does not entail the payment of any indemnity to the Customer.

### **SERVICES :**

Unless otherwise specifically agreed, the Customer has 30 days from the effective date of delivery within which to verify conformity of the services with the contractual specifications. Thereafter, the Customer shall be deemed to have given its agreement, and acceptance shall be considered to be pronounced automatically. Defects of which the Customer does not give notice by the means and within the times agreed upon are dealt with in the context of the warranty under the terms and conditions set forth in paragraph 11 hereinafter. In the event that the Customer refuses acceptance, it shall immediately notify MANULATEX France in writing of its observations and reservations, with MANULATEX France having 30 days within which to accept the Customer's demands, make the necessary changes, or provide a basis for its refusal to meet said demands. In such event, acceptance shall be considered to be pronounced on the date of submission of the Customer's observations and reservations. If the contract is divided into batches, the procedure described above shall be carried out batch by batch.

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**RECOVERY OR EXCHANGE OF GOODS :**

All goods recovered or exchanged due to an error in the order shall be taken back for 80% of the invoiced price on the express condition that these goods have not been used and are in a proper condition of cleanliness. The costs and risks of return are covered by the Customer in all circumstances. In no event shall tailored and non-standard products or those dating from more than a month be recovered.

**WARRANTY – LIABILITY :**

MANULATEX France warrants that the products and services are in conformity with the contractual specifications or descriptions and that they were realized according to the professional procedures that existed at the time. The Customer may invoke MANULATEX France's liability only if it provides evidence of a fault. The action for redress must be initiated as soon as possible after the date of occurrence of the damaging event. MANULATEX France's liability shall not be invoked in the event of a case of force majeure. In no circumstance shall MANULATEX France be held liable for any damage due to the use of products in conditions of use different from those specified in the contract. Should MANULATEX France be held liable, the amount of sums under its responsibility shall not exceed 10% of the price effectively received by MANULATEX France for the products involved, to the exclusion of any indemnification for any reason whatsoever, especially for any loss and damage (consequential damage, financial loss, harm to reputation, etc...). The Customer must make every possible effort to minimize the damage in its own interest as well as in the interest of MANULATEX France. Sale of products : It is strictly agreed that MANULATEX France is exempt from any warranty by reason of hidden defects in sold products which are not from its manufacturing. Services: MANULATEX FRANCE commits to meet its obligations with all due care and diligence as customarily practised in its profession and to be in conformity with the professional procedures that exist at the time.

**PRICES :**

Prices are established in reference to the effective general tariffs applied by MANULATEX France at the time of conclusion of the contract. However, MANULATEX France reserves the right to unilaterally modify these prices in the event of a change of economic circumstances, a new general pattern in prices or in those of the competition, or an increase in its suppliers' tariffs, until the time of delivery. These prices do not include the VAT and are net of discounts and taxes. The other duties, fees and other taxes are covered by the Customer in all circumstances. For products specific to a customer, the prices are those that are established by mutual agreement between MANULATEX France and the Customer, which appear in the acknowledgement of receipt of order ; a tolerance of quantity of plus or minus 10% is accepted. These orders shall not be cancelled if the execution thereof has started or if the raw material has been especially supplied.

**PAYMENT :**

Invoices are payable in the currency in which they are issued, to MANULATEX France's registered office, into the hands of an employee or a representative of MANULATEX France, or any person or entity designated thereby as a replacement, with the Customer accepting such replacement in advance by virtue of MANULATEX France's simple declaration thereof. The dates of invoices are those of the day of shipment of the goods. The times specified for payment accrue from date to date. For a first order, our invoices are payable by SWIFT transfer :

- Either with cash on delivery with 1% discount (fees at the purchaser's expenses)
- Either at the placement of the order with a 1,5% discount. After the opening of an account (if such is authorized by MANULATEX France, and according to the position of MANULATEX France's credit insurance)
- Up to 200 euros net of taxes, our invoices are payable upon receipt of the invoice by check or by SWIFT transfer (fees at the purchaser's expenses) without discount and include 5 euros of administrative fees.
- Above 200 euros net of taxes, our invoices are payable at 30 days day of invoice by bank draft, check, SWIFT transfer or letter of credit.
- In case of refusal from its credit insurance company to guarantee the customer's debt, MANULATEX France reserves the right to require a prepayment on confirmation of the order.

The effective collection of funds by MANULATEX France constitutes payment pursuant to this article. Payments made upon placement of the order constitute instalments on the price and in no event shall be deemed to be deposits, the abandonment of which would authorize withdrawal from the contract. Any payment made after the due date agreed upon under these general Terms and Conditions shall, after a notice given by any means has remained fruitless for 15 days, entail the application of a penalty based on the sums still due, equal to the rate applied by the European Commercial Bank (BCE) for refinancing transactions increased by 7 points. Non-payment for an invoice on its due date may result in the application of a penalty of 15% of the amount of the invoice with a minimum of 150 euros. A delay or default of total or partial payment shall also entail MANULATEX France's right to immediately suspend any contract in the process of performance and to declare immediately due and payable all debts of the Customer to MANULATEX France, even though not yet matured and in any regard whatsoever. MANULATEX France may also automatically, after a notice has remained fruitless for 15 days, rescind the contract hereunder as well as all previous contracts even if the date of payment has not been reached. In such case, the products must be returned upon a simple request by MANULATEX France at the Customer's own expense and risk, without prejudice to payment of any other damages and interest, with MANULATEX France also reserving the right to retain payments and instalments which have previously been paid by the Customer on any account whatsoever. MANULATEX France may also require the Customer to pay a fixed amount of 1,500 euros as coverage of administrative expenses incurred for dealing with the unpaid amount. In the event of a failure of payment, the parties further agree that their reciprocal receivables will offset each other, as of right and without formality, whether or not the requirements for legal offsetting are met. MANULATEX France also reserves the right to retain the products which are not paid for and not yet supplied to the Customer. In the event of a failure of payment, an order of more than 10,000 euros or a simple request by MANULATEX France, the Customer must have an independent guarantee (or guarantee on first request) issued by a bank of recognized solvency in favour of MANULATEX France, for the amount of all of the debts that the Customer owes for the order, in conformity with the regular rules of the International Chamber of Commerce regarding guarantees on first request.

**RESERVATION OF OWNERSHIP CLAUSE :**

The products are sold under a reservation of ownership until they are fully paid for. Full payment is for the price of the products and the costs related to the Sale and interest. In the event of non-payment, the Customer shall, at its own expense and peril, return the products not paid for, after a request in the form of a notice sent by registered letter with an acknowledgement of receipt, with the products stocked at the Customer's premises deemed to be those not paid for. In such event, the Sale shall be cancelled automatically on the date of request for return. MANULATEX France shall retain as damages and interest instalments that may have been paid, without prejudice to the right of any other redress. In addition, the Customer shall owe an indemnity of 20% of the price of products and an indemnity for decreased value of 5% of the price of products per month of possession, until complete return of said products. The recovery of possession of products from MANULATEX France does not exclude other legal procedures that MANULATEX France may initiate. In no event shall the Customer pledge products that have not been paid for, provide them as collateral or grant securities thereon. In the event of realization of specific products based on models provided by a third party, the latter shall assure and guarantee MANULATEX France in writing that these products are not subject to protection under industrial, intellectual or commercial property rights, without MANULATEX France's liability being invoked in any circumstances. This provision is applicable to any person. Any model must be approved by the Customer or a representative thereof that is customarily authorized to place orders. The latter shall have its stamp and signature preceded by the terms "Good for agreement", the date, its approval, its name and capacity in the company appear on the plans.

**FORCE MAJEURE :**

In the event of force majeure, MANULATEX France's liability shall not in any regard be engaged, since its obligations are suspended ; such provision does not suspend payment of interest on sums due during the period of said force majeure. Events that are beyond MANULATEX France's control, and which it could not have reasonably foreseen, are deemed to be cases of force majeure in respect to its obligations, to the extent that the occurrence of such events render the performance of its obligations more difficult or more costly. The same shall thus apply, without being limited thereto, to events such as war, natural disasters, embargos, significant changes of political situations in the customer's country, and those of such a nature as to hinder proper running of companies working with MANULATEX France, its suppliers or subcontractors (such as strikes, lock-outs, total or partial unemployment, shortages of raw materials, accidents, fires, difficulties of supply, interruption or delays in transportation). In addition, if the duration of an event of force majeure lasts for more than 6 MONTHS, the contract shall be deemed to be null and void.

**JURISDICTION :**

Any dispute related to these general Terms and Conditions and to the sales hereunder, in the absence of an amicable settlement, shall be submitted exclusively to the Commercial Court sitting in the area of MANULATEX France's registered office, even in the case of a multiplicity of proceedings or parties, action for enforcement of warranty or urgent application.

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## **APPENDIX 1**

### **FREIGHT DISPUTES AND RESERVES**

Given the increase of thefts and damages of goods during transportation, we remind you that any losses, spoilage or any other damage of the goods upon delivery and sustained during carriage shall be subject to a regular and sufficient factual report, noting the concretely reasoned reserves detailed on the carrier delivery slip..

You must check each package delivered and inspect the contents to check the status of the products and the quantities; this check must be done upon receipt of the goods and in the presence of the delivery man. Weighing the parcel can show a discrepancy between the weight written on the delivery slip and the weight of the received goods. This discrepancy would be an indication of theft. Sometimes packages have been completely refurbished and the lack of tape marked MANULATEX France or LE LABO design is also a proof that something may be wrong.

Specific and detailed reserves must be mentioned on the delivery receipt as follows :

- **Detailed** : date of receipt, nature of the damages observed on the goods, number of items, weight, number of packages missing / damage ...
- **Precise** : exact number of missing pieces or parcels with a precise description of the condition of the package (open, torn, knocks ...)

Examples: 4 gloves are missing, the parcel is open, 10 aprons are crushed, goods are fat stained... the package is torn on the side, the lamp is broken at the base, the parcel is crushed...

#### **WARNING : General reserves are not admissible !**

*Examples of non-admissible reserves : « open parcel », « damaged goods or parcel », « subject to verification and counting », « visible signs of shock »...*

If the delivery man refuses to wait until you have completed the control, you can write the following sentence on the carrier voucher « The delivery man is in a hurry and does not leave me the time to open the parcel and check the goods in the parcel » or you can simply refuse the parcel.

**You must inform us of your reserves and send a registered letter to the carrier within 24 hours from the reception of the goods and enclose pictures of the damages.**

**The lack of accurate and detailed reserves prevents us from claiming any compensation from the carrier and MANULATEX France cannot be held responsible. MANULATEX will not accept any request for compensation or credit note.**

Agreed by signature

Date :

Name and position :

Company stamp :

