

# SIB - SALES & DELIVERY TERMS & CONDITIONS

## 1. General provisions

Prices and information which are provided in catalogues, leaflets and pricelists are non-binding as the seller reserves the right to review the arrangement, the shape, the dimensions or materials of its equipment, its set of machines, machines and machine components which prints and descriptions of are featured in its advertising documents. The supply includes exactly and only the equipment specified in the quotation and the acceptance of offers also implies compliance with the terms and conditions here in. The contract is only concluded after the seller's express acceptance of the purchase order, regardless of whether a quotation or an offer has been submitted. The weights given on quotation or marketing material are for informational purposes only and cannot under any circumstances be grounds for claims or reductions if material is sold at a flat rate.

## 2. Delivery and prices

Unless otherwise stated, all deliveries are deemed to be from the seller's factories or warehouses. For materials at the seller's factory or warehouse, prices exclude taxes. The delivery is either made by providing the goods directly to the customer, by sending a notice of availability, by delivering it to a specified forwarding agent or carrier at the seller's factories or warehouses. If the buyer does not specify a forwarding agent or carrier, the seller will appoint one.

Unless agreed otherwise, we reserve the right to opt for a split shipment to deliver our equipment. The principle of delivery to the seller's factories or warehouses cannot be subject to an exception on the basis that there are details such as free delivery at home, on station, on platform or a reimbursement of the total or the partial amount of transport costs.

If, for any reason which is beyond the seller's control the shipment is delayed and the seller agrees to it, the material is stored and handled if necessary, at the expenses and risks of the buyer, as the seller disclaim any further responsibilities in this respect.

These provisions shall not modify the obligations to pay for the supplies and do not constitute a novation in any case. The selling prices are those which are valid on the day of delivery. These prices serve as a basis for invoicing at the date of delivery.

## 3. Packaging

Packaging must be paid for by the customer and will not be recovered by the seller unless otherwise stipulated. If not specified otherwise, the packaging is prepared by the seller in the customer's best interest. The quantity by type of product shall only be delivered in the packing indicated in the price list.

NIMP15 pallets will be charged and the packaging and the cost of packaging will not be recovered.

## 4. Delivery times

The contractual delivery times are indicated on our acknowledgements of receipt of invoice with the ex-work date being indicative. A delay in delivery neither gives the right to cancel the order, nor does it give the right to claim penalties or compensations.

Also, in his own right, the seller is relieved from any undertakings regarding late penalties if the buyer has not complied with the payment conditions specified, or if the delay is due to a case of a force majeure or exceptional circumstances and/or events, such as: epidemics, war, requisition, fire, floods, lock-out, strikes, tool-breakages, large scale scrapping of parts which are important in the manufacturing process, break-down or delay in transport or any other causes leading to a total or partial lay-off for the seller or the seller's suppliers. The seller shall inform in a timely manner about such circumstances and/or events.

## 5. Terms of transport

### France:

As for metropolitan France, delivery is free of charge for any order of € 500 excluding taxes and which can be delivered in one go at one address. As for Corsica, the delivery is free of charge for any order of € 1000 excluding taxes and which can be delivered on one go at one address.

As for Overseas Departments and Territories of France, the prices given are ex-factory. Express courier fees are charged to the buyer regardless of the amount of the order. As for France, for any order below € 150 excluding taxes, an administrative fee of € 45 excluding taxes will be charged.

For any on-site delivery outside Paris (dept. 75), a fee of € 100 excluding taxes will be charged regardless of the amount of the order.

For any on-site delivery inside Paris (dept. 75), a fee of € 125 excluding taxes will be charged regardless of the amount of the order.

### Export:

For export sales, an administration fee of € 60 excluding taxes will be charged for any order below € 100 excluding taxes.

### Incoterms:

Delivery terms as outlined in our agreement (EXW, FCA, CPT, DDP...) comply with and refer to the INCOTERMS of the International Chamber of Commerce. Upon delivery to the specified destination, we shall not be responsible in the event of loss, theft or damage to the goods.

## 6. Returns

Return of goods can only be accepted in case of a delivery error or in case the delivered product is defective. For any return, the buyer shall forward a written return notification to the seller. In case the return is accepted, the seller shall forward a written notice to the buyer. The seller's written notice shall elaborate return conditions and shall include the corresponding discount rate. A discount rate of at least 10% will be applied to the invoiced amount excluding taxes for any goods which have been sold in a period of less than three months.

## 7. Payment conditions

Unless an account has been opened beforehand after producing references, payment is due by the time of collection or before shipment of material, with a payment period which shall not exceed forty-five (45) days month end, or sixty (60) days in accordance with applicable law.

The invoice states the date by which payment is due; payments are made at the seller's residence.

The payment period of 45 days on month end starts on the day the invoice has been issued, with payment due by the end of the month within which the period of 45 days expires.

For instance: if the invoice is dated 28 January 2011, payment must be made no later than 31 March 2011. In case of a disagreement regarding the methodology applied to calculate the payment deadline, the legal deadline applies instead, with a payment period which shall not exceed 30 days after the day of delivery or of service provided.

Any delay in payment will result in a delay penalty with an interest rate three times higher than the legal interest rate and a fixed compensation for recovery costs amounting to € 40 (Law n° 2012-387 of 22 March 2012 – application decree n° 2012-1115 of 2 October 2012).

If the recovery costs were to be in excess of the fixed compensation, the creditor may request a supplementary compensation. Agreed payment dates may not be delayed for any reason, including in the event of litigation.

## 8. Warranty

Within the limits of the provisions specified by the seller, the latter agrees to remedy such defects due to faulty design, materials or execution including assembly, if the seller has been entrusted with that task.

The obligation of the seller may not be enforced if defects are caused by materials supplied by the buyer or by a design of the latter or if the defect is caused by an improper use of the product on the client user side. Bearing in mind, that a reseller is always responsible for the advice given to his customers, the seller may offer assistance on an indicative basis only. Any warranty is also excluded for incidents arising from unforeseeable circumstances or "force majeure", replacements or reparations rendered necessary by normal wear, deterioration or accidents caused by negligence, by misuse or by insufficient supervision or maintenance.

The seller's products are built to operate in standard conditions laid out in the technical data sheets.

Resellers or client users bear full responsibility for any use which not complying with the aforementioned conditions. Unless specially stipulated, the warranty only applies to defects occurring within a two-year period starting at the date of the seller's delivery.

Spare parts and remanufactured parts are warranted under the same terms and conditions as the original material and for the same period detailed above. This provision does not apply to those parts which the warranty period of can only be extended to a duration equal to the period during which the equipment was immobilized. In any case, warranty is limited to the supply of spare parts, or a full reimbursement of the corresponding product, excluding any fees, charges, or compensations.

## 9. Retention of title

The seller shall retain title over all goods until completely paid for, including principal and accessory (Law N°80-335 of 12 May 1980). Defaulting payment on any due date whatsoever may entail a claim for the return of the seller's goods.

## 10. Applicable Law

Every clause in these Terms and Conditions together with all transactions governed by them shall be subject to French law, disapplying the United Nations Convention on Contracts for the International Sale of Goods.

In accordance with the European Directive 2008/52/EC, customers may benefit from a mediation service favouring an agreed settlement of the dispute.

Any dispute which cannot be settled by agreement within 30 days will be subject to the exclusive jurisdiction of the Commercial Court having jurisdiction over the SUPPLIER'S Head Office.

## 11. Protection of personal data – GDPR

SIB processes personal data according to the EU General Data Protection Regulation (regulation 2016/679).

The Data Controller is SIB, 25 rue Théophile SOMBORN, 57220 BOULAY, FRANCE.

Personal data are collected and processed where required in the performance of a sales contract or steps preparatory to a sales contract (GDPR art. 6.1b).

Personal data is collected for the purposes of sales contracts, quotations, orders, deliveries, accounting, marketing and internal statistics, and are limited to:

Name, address, email address, telephone number, quotation history, order history, payment history and complaint history.

Data are made available to persons within SIB involved in the treatment of quotations, orders, deliveries, complaints and prospecting.

At any moment, you can exercise your rights of data access, rectification, erasure, withdrawal or limitation of consent to processing by contacting the Data Protection Officer: dpo@sibadr.com.

For further information, see

[https://ec.europa.eu/info/law/law-topic/data-protection\\_en](https://ec.europa.eu/info/law/law-topic/data-protection_en)