

GENERAL TERMS AND CONDITIONS OF SALE

1) ORDERS

Direct orders, commitments made by our agents and other representatives, prices charged with no option period and MONROC's rates only become final after MONROC has approved and confirmed them.

If an order calls for an acknowledgement of receipt, MONROC will consider that the buyer has agreed to all changes specified on the acknowledgement of receipt unless they provide written notice to the seller that they disagree with the changes within a period of 8 days after the date of the acknowledgement of receipt.

2) BILLING POLICY

Unless otherwise specified, our quotations are non-binding and, unless subject to prior sale, are calculated based on ex factory prices.

MONROC issues invoices using the daily exchange rate applicable to the day on which the invoice is issued. We reserve the right to alter the invoice in any way we deem useful without notice.

Namely, in the event of fluctuations in the exchange rate between foreign currencies and the euro, leading to higher import prices, MONROC will immediately change the price in euros on the invoice, regardless of the day on which the order was placed.

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

3) SHIPPING POLICY

Delivery dates are only indicative and non-binding. MONROC will not accept any penalties, fines or deductions for cancellation or late delivery, unless otherwise explicitly agreed upon by MONROC.

MONROC will under no circumstances accept the cancellation of an order that is being processed, even if the cancellation is motivated by exceptional delays.

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, regardless of whether the prices we quote are free of shipping charge, FOB or CIF. Shipping costs are at the expense of the buyer.

MONROC always chooses the cheapest shipping option, unless the buyer requests otherwise. Our packaging is billed at the lowest price and cannot be returned.

The SNCF and other transport companies are responsible for any damage, missing item or delay in delivery.

Therefore, in order to preserve their rights, the recipient must list any reservation they may have on the receipt documents presented to them by the company in charge of the delivery before taking possession of the goods. The recipient must then confirm these reservations in a registered letter with proof of delivery addressed to the same company within 3 days after the delivery. They must also send MONROC a copy of these reservations.

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

4) RETURN POLICY

No returns will be accepted unless previously agreed upon by our services. Returns must reach our premises free of charge and in perfect condition. **The value of the returned goods will be credited to the buyer's account after being automatically subjected to a 10% re-stocking fee.** Returned goods will not be refunded but they can be exchanged for other goods.

5) PAYMENT

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

The payment deadline is written on the invoice. If the buyer has failed to pay the invoice by the day after that date, they become rightfully liable to pay the following fees:

- a fixed compensation in addition to actual costs, subject to proof, if the amount due exceeds €40, as provided by article L441-6 of the French commercial code;

- 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 due immediately;

- a penalty worth 15% of the amount owed to the company by the buyer, with a minimum charge of €50, in case the buyer fails to meet their obligations under these standard terms and conditions of sale; this penalty is indivisible and will still be owed to MONROC if we choose to seek the termination of the contract in court; this clause does not prevent MONROC from filing a lawsuit to seek full compensation for the damage suffered by the company owing to failures to fulfill contractual obligations if that damage proves to be superior to the amount provided under this clause;

The payment of our goods takes place in NANTES even if they are sent free of charge. Our bills, as well as acceptance or choice of any other method of payment, do not constitute a novation or derogation from this jurisdiction clause.

Some purchase orders may be subject to down payment. The payment thereof eliminates any possibility of cancelling an order.

6) RETENTION OF OWNERSHIP

By express agreement, MONROC retains ownership of our goods until the last day of their full payment, in accordance with the terms of Law 80.335 of 12 May 1980 and Article 2367 of the French civil code.

Nevertheless, the buyer will be responsible for the loss or destruction of the goods, as well as any damages or shortages that may occur to them, as of their delivery. The buyer must be insured accordingly.

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

7) 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 and without notice.

8) WARRANTY

The proper functioning of the goods delivered is guaranteed for a period of one year from the date of delivery, under the conditions that the warranty applies only to the goods delivered, excluding compensation for other damages, including loss of use.

Our warranty will only apply 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 undertakes to take action if the goods were manufactured by our company, and to request the application of the guarantee from the manufacturer in the event that they were not.

The warranty will be limited to:

- undertaking the reparations necessary to the rehabilitation of the goods, free of charge, or,
- replacing the goods in question, with prorated billing, considering previous use at the time of replacement in regard to the standard usage of said goods.

Replacements or exchanges will not extend the warranty period. Any transportation costs will be at the buyer's expense. Custom-made goods and any modifications made to the design or manufacture of goods at the buyer's request will preclude warranty.

9) ALLOCATION OF JURISDICTION

Disputes relating to our goods fall within the jurisdiction of the district court of NANTES, as well as any dispute relating to the interpretation or performance of our contracts, even in the event of a plurality of defendants or a warranty call.

All orders placed with us imply complete acceptance of our terms and conditions, regardless of the purchasing 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.

10) 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.

11) PERSONAL DATA

In compliance with Law 78-17 of 6 January 1978, it should be recalled that personal data requested from the buyer are necessary, in particular to process their order and to prepare 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.fr>.