

GENERAL TERMS AND CONDITIONS OF SALE

SCOPE OF GENERAL CONDITIONS

Unless otherwise stipulated by Guillemin S.A.S., orders submitted to us are subject without exception to the following general conditions.

Any special agreements or deviations from these general conditions must be the subject of special written stipulations from us. In such cases, the clauses of the general conditions that are not expressly modified or revoked by these special written stipulations shall remain in full force and effect.

PRICES

The prices indicated in the offer, order, and order acknowledgment do not include services and charges that are not specifically mentioned, especially those corresponding to regulations, special provisions, taxes, or duties in force in the country of destination.

Our commitments are limited to documents signed by our company.

All data provided in our catalogs, projects, or quotes concerning weight, dimensions, engine power, production efficiency, etc., for the equipment or supplies offered and sold are given for information only and do not bind us in any way. We reserve the right to modify or make variations to the equipment at any time if these are likely to improve the equipment or its operation.

The buyer expressly agrees to use the plans and technical information provided by the supplier strictly within the framework of the contract. Under no circumstances is the buyer authorized to transmit to third parties the plans and technical information relating to the equipment and/or assemblies, nor to reproduce them without the written authorization of the supplier, who remains the exclusive owner.

PAYMENT TERMS

Invoices are payable in cash upon collection or delivery unless otherwise agreed between the parties. An advance payment or deposit may be required from the buyer at the time of order, depending on the specifics of the order.

For customers outside the French territory, conditions will be specified in the offer.

Any other payment terms must be accepted by our company.

By express agreement, we reserve ownership of the supplied equipment until the last day of full payment of the equipment in accordance with the terms of Law No. 80-335 of May 12, 1980.

Late payment penalties: In the event of late payment, penalties due will be calculated from the due date at a rate equal to the European Central Bank's interest rate plus 10 percentage points.

Collection fee indemnity: A fixed indemnity of 40 Euros will be due to the creditor for collection fees in the event of any late payment.

If a third party is involved in the implementation of the collection procedure, an additional indemnity equal to 15% of the sums due will also be charged to the buyer. The non-payment of an invoice when due also entitles us to suspend the delivery of all ongoing orders from the buyer and makes all our claims against him immediately payable without prior formality.

In the event of non-payment of any amount at a single due date, the contract may be terminated automatically by our company without the need for a formal notice.

In the event of the sale being terminated, payments made to our company will remain with us as damages without prejudice to our company's right to demand compensation for damages suffered by the equipment at the buyer's premises or during return transport.

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Any complaint or declaration cannot be made to any member of our staff. It is only validly formulated in writing within eight days of commissioning by registered letter to our address.

DELIVERY TIME

The delivery time starts from the date of the order acknowledgment.

However, the start date will be postponed to the date of receipt of the deposit provided at the signing of the contract and/or the date on which the technical information necessary for GUILLEMIN is definitively provided by the buyer.

Incidents both with us and with our main suppliers, transport interruptions, fires, and all other causes leading to total or partial unemployment are considered force majeure events leading to the suspension of deliveries and extending the indicated deadlines accordingly, even if these deadlines have been accepted by us.

Any modification accepted by us, made by the buyer during the execution of an order, will result in a corresponding extension of the delivery time.

The deadlines are given for information purposes only. In no case can we accept penalties or claims for compensation for delays, regardless of the reason invoked.

If the equipment made available to the buyer cannot be delivered for reasons not attributable to the supplier, delivery is deemed to be made by operation of law from the moment the availability is notified.

Storage costs for machines awaiting shipment will be charged to the buyer until actual delivery.

SHIPMENT

Unless otherwise agreed, shipment is made by road without packaging, fragile components protected, shipping costs borne by the buyer. In the case of packaged equipment, the packaging is not returned.

The equipment always travels at the recipient's risk, even in the exceptional case where it is shipped prepaid. It is the recipient's responsibility to check the equipment upon arrival and, in case of loss or damage, to exercise any necessary recourse against the carrier.

No claim will be accepted if it is not made within 3 days by registered letter with acknowledgment of receipt following the arrival of the goods.

For customers outside France, the choice of Incoterm will be considered on a case-by-case basis and mentioned in the offer.

INSTALLATION - COMMISSIONING

At the time of commissioning the equipment, our clients must have completed the electrical or other connections to our devices in order to allow our seller to perform all operational tests before departure. If these tests cannot be carried out in due time, the client will bear the costs of subsequent adjustments to the equipment.

We decline any responsibility for the consequences that may arise from improper operations during commissioning in the absence of one of our specialists. In this case, the costs incurred by an additional adjustment or necessary repair will be borne by the buyer.

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If the sale includes a performance guarantee, the tests carried out to demonstrate it are only valid if they are carried out in the presence of one of our representatives delegated for this purpose. A report of these tests is drawn up at the buyer's request and is only valid if signed by our representative.

The buyer cannot claim any compensation or damages, particularly for stoppage, slowdowns, operational hindrance, loss of profit, or any other reason.

WARRANTY

Our warranty is limited to a maximum of 1 year upon receipt of the equipment for 8 hours of operation per day. In case of higher use, the warranty period decreases proportionally to the number of daily usage hours.

The warranty is strictly limited to supply and may only result in on-site repair, in our workshops, or replacement at our expense of the parts put out of service. All other costs, especially customs duties concerning these costs, are borne by the buyer.

Rejected or replaced parts become our property and must be sent to us free of charge at our depots and workshops upon request.

The warranty begins on the date of delivery when the equipment is ready for operation. The warranty does not apply to replacement or repairs resulting from normal wear of the equipment or its components. It also does not apply to damage or accidents caused by negligence, lack of supervision or maintenance, improper operations, excessive use of the equipment, use of poor-quality or inappropriate oils or greases, external influences caused by electricity, etc.

The warranty ceases in case of non-observance of the start-up instructions or if repairs or modifications are made by the buyer or third parties to the delivered equipment without prior written authorization.

The repair, modification, or replacement of parts during the warranty period does not extend the warranty period of the equipment. The warranty we give on accessories is limited to that granted by our manufacturers.

PERSONAL DATA

The client is informed that GUILLEMIN company implements personal data processing to ensure the management, billing, monitoring, and delivery of orders placed by clients. This data is necessary for the proper management of received orders and is exclusively intended for authorized services within the company.

GUILLEMIN company commits to using the collected data only for internal use and never to share it with its partners or third parties without the client's knowledge.

In accordance with the provisions of European Regulation No. 2016/679 of April 27, 2016, known as the General Data Protection Regulation (GDPR), the client has the right to access, rectify, delete, and oppose the processing of their personal data, as well as the right to restrict and port their data. The client can exercise their rights by sending a request by postal mail to the company's headquarters address.

By placing an order with GUILLEMIN company, the client declares freely consenting to the use of their personal data.

INFORMATION SECURITY AND CYBERSECURITY

The client expressly guarantees that they will implement and maintain appropriate technical and organizational measures and other protections for the information or data belonging to GUILLEMIN company.

The client guarantees that they will implement security processes and procedures to ensure that their information systems are free from viruses and other similar programs. The client's systems must not contain any virus, Trojan horse, worm, time bomb, or other computer program, device, or code that could reasonably be expected to damage, disrupt, intercept, or covertly delete any system, data, or information from GUILLEMIN company.

The client's information systems must not contain any malicious software, backdoor, or other technology, system, or code that could impact the security or confidentiality of GUILLEMIN company's systems, information, or data.

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The client agrees to inform GUILLEMIN company by phone of any cybersecurity incident impacting access to GUILLEMIN's data or information as soon as reasonably possible and in any case within twenty-four (24) hours of the client's discovery of a cybersecurity incident.

The client will indemnify and hold GUILLEMIN company harmless against all liabilities, including losses and damages resulting from a computer or cybersecurity incident affecting GUILLEMIN company's information systems.

RELEVANT JURISDICTION

These general terms and conditions of sale are governed by French law.

The parties commit, within 15 days of the occurrence of a dispute, to find an amicable settlement before resorting to judicial means.

In the event of a dispute concerning or on the occasion of a supply or its payment