



SALES GENERAL CONDITIONS TO PROFESSIONALS

1. GENERAL POINTS

These general conditions of sale constitute, in accordance with article L441-1 of the Commercial Code, the only one base of the commercial relationship between the parties.

Their purpose is to define the conditions which the company SPRINTe ("The Supplier") supplies professional buyers of the elevator ("The Buyers or the Buyer") who request it, via on the Supplier's website, directly or via paper, the following products : mechanical and electronic components for elevators ("The Products").

And following provisions of a service : on-site intervention for installations or After Sales Service ("The Services").

They apply without restriction or reservations to all sales concluded by the Supplier to Buyers of same category, regardless of the clauses that may appear on the Buyer's documents, and in particular its general conditions of purchase. The fact of not applying at a certain point any of these general conditions of sale cannot be asserted by our company to prevail at a later date of these same conditions.

In accordance with the regulations in effect, these General Conditions of Sale are systematically communicated to any Buyer who makes the request, to allow him to place an order with the Supplier.

They are also communicated to any distributor (except wholesalers) prior to the conclusion of a single agreement referred to in Articles L 441-3 and following of the Commercial Code, within the legal deadlines.

Any order for Products implies, on the part of the Buyer, acceptance of these General Conditions of Sale and the general conditions of use of the Supplier's website for electronic orders.

The information contained in the Supplier's catalogues, brochures and prices are for information only and may be revised at any time. The Supplier is entitled to make any change useful.

In accordance with the regulations in force, the Supplier reserves the right to derogate from certain clauses of these General Terms of Sale, depending on the negotiations conducted with the Buy by the establishment of Special Terms of Sale.

Le Fournisseur peut, en outre, être amené à établir des Conditions Générales de Vente catégorielles, dérogoires aux présentes Conditions Générales de Vente, en fonction du type de clientèle considérée, déterminée à partir de critères objectifs. Dans ce cas, les Conditions Générales de Vente Catégorielles s'appliquent à tous les opérateurs répondant à ces critères.

2. CUSTOMER ACCOUNT OPENING

Before any first order, the Customer must open a customer account with the Supplier, either by an online request on the website or by registering the request with the commercial department of the Supplier filling a "Customer Information Sheet".

Any opening of a customer account is reserved for elevator professionals only.

The Client also promises to provide at the time of registration all the necessary information, and in particular to transmit a Kbis extract (or a certificate of registration in the commercial register or similar in the country of origin for non-French companies) less than three months old. The Customer undertakes to always provide accurate and complete information and to ensure that it is updated in case of subsequent changes.

The opening of a customer account on the website includes the entry of two identifiers: an email address and a password. The Customer's identifiers are personal and must be kept confidential. The customer retains custody of his username and password and agrees to take care of it. Any loss or fraudulent use of this username and/or password must be reported immediately to the Supplier by writing or by email, so that the deactivation of said identifiers can be carried out. Otherwise, the Customer will bear all the consequences that may result from the use of his account without his knowing.

The Supplier reserves the right to close an account, to refuse its access in case of violation by the Customer of applicable laws and regulations and/or of these General Conditions of Sale and/or default of payment. The Customer may not claim any compensation under this decision of the Supplier.

3. ORDERS

The Supplier has electronic means of ordering (including acceptance and confirmation) allowing the Buyer to order the products in the best conditions of convenience and speed (exact references of the sites).

Orders and quotations are established according to the specifications and data (using included) provided by the customer and under its only responsibility.

The orders are placed :

- Either via Supplier website,
- Either directly with the Supplier Sales Department by email (sales@sprinte.eu, commercial@sprinte.eu, or directly on the Salesman email address in charge of the customer) or by phone contact (00.33.04 75 63 77 77).

Whatever the method of placing an order, the Customer receives, in return, from the Supplier by email and/or via its customer space :

- an e-commerce order form generated via the Internet customer area ;
- a Supplier Acknowledgment Receipt of Order.

If this confirmation includes modifications to the purchase order, these will be accepted by the Customer, unless written opposition from him within 48 hours with the commercial department of the Supplier.

Sales are perfect only after express acceptance in writing of the order of the Buyer, by the Supplier, who will ensure, in particular, the availability of the requested products, materialized by the shipment of the mentioned confirmation.

For orders placed exclusively on internet, the registration of an order on the Supplier's website is carried out when the Buyer accepts these General Conditions of Sale by ticking the box provided for this purpose and validates his order. This validation implies the acceptance of all the present General Conditions of Sale and constitutes a proof of the contract of sale.

The acceptance of the order is confirmed by email as indicated above. The data recorded in the Supplier's computer system constitute proof of all transactions concluded with the Buyer.

The benefit of the order is personal to the Customer and cannot be assigned without the previous written consent of the Supplier.

4. DELIVERY TIMES

The delivery times on the confirmation are set as accurately as possible: they run from the date of final acceptance of the Customer's order by the Supplier, or in case of a quote, acceptance of it by the Customer. These deadlines are given as a simple indication and do not constitute a strict deadline; therefore, they do not imply a firm commitment on the part of the Supplier. As a matter of principle, failure to comply with them cannot in any case give rise to damages, indemnities, penalties for delay, cancellation of order or refusal to receive the Products.

By exception, the Supplier shall not be liable to the Buyer for any delay in delivery not exceeding 30 days.

In case of a delay 31 days, the Buyer may request the cancellation of the sale. The deposits already paid will then be returned by the Supplier.

In any case, the Supplier shall not be held liable in the event of delay or suspension of delivery attributable to the Buyer or in the event of Force Majeure.

5. SHIPPING – DELIVERY

The Supplier shall not be obliged to proceed with the delivery of the products ordered by the Buyer if he does not pay the price in the conditions and in the manner indicated in article 8.

The Products are considered, unless otherwise stipulated, taken and approved in the workshops, depot, warehouse or stores of the Supplier (by notice of availability).

The delivery and dispatch of the Products may take place in any other place designated by the Buyer, notified in his order and accepted by the Supplier.

Delivery costs are taken care of the Customer, transport is provided by the Supplier or by a carrier

of his choice under the following conditions:

- National Highway transport, normal transport, single Delivery ;
- standard truck packaging ;
- unloading not included (tailgate and other on request).

All the freight taxes will be invoiced again to the Buyer.

On request of the Customer, express shipments may be made after acceptance by the Supplier, the additional costs are for the Customer (similarly, in case of transport requested for punctual delivery or before delivery week).

Similarly, in the event of special requests from the Buyer concerning the packaging or transport conditions of the ordered products, duly accepted in writing by the Supplier, the costs related will be the subject of a specific additional invoice.

The trucks must be unloaded by the Customer, as soon as possible, from the time of their arrival at their destination. Waiting times are the responsibility of the recipient.

For international deliveries, the prices indicated in the Supplier's tariffs are DAP, according to the INCOTERMS published by the International Chamber of Commerce of Paris.

The Supplier shall lend to the Buyer, at his request and at its own risk and expense, all its assistance to obtain any operating licence or other official authorization necessary for the operation of the goods.

The customer is obliged to receive the Products himself and to give the carrier a discharge only after ensuring that the Products have been delivered within normal delivery times and having verified the quantity, weight, dimensions, quality and compliance with the packing slip. In case of damage or missing, the recipient must complete all the legal formalities (in particular reserve on the waybill, registered letter with acknowledgement of receipt within three days to the carrier). The buyer exercises sole recourse against the carrier: the choice of the carrier by the Supplier does not change the obligations of the Customer.

The Buyer is obliged to check the apparent condition of the Products at the time of delivery, also, regardless of any arrangements to be made regard to the carriers, any complaints concerning the qualities and quantities of the Products delivered must be made to us in writing within 48 hours of delivery, after which they would no longer be admissible. No claim can be validly accepted in case of non-compliance with these formalities by the Buyer. The Supplier will replace as soon as possible and at its expense, the delivered Products whose apparent lack of conformity has been duly proven by the Buyer.

In the absence of reservations specially expressed by the Buyer upon delivery, the Products delivered by the Supplier will be conform in quantity and quality to the order.

6. PRODUCTS WARRANTY

All Products sold by the Supplier, subject to presentation of proof of purchase including the order number and recognition by the Supplier of their defect, have a warranty of 24 months (for

electromechanical equipment and electronic equipment) from the date of delivery, covering any hidden defect, resulting from a material defect, design or manufacture affecting the products delivered and rendering them unfit for use.

Any complaint on these points must be formulated by registered letter with acknowledgment of receipt, addressed within the above period to the service department of the Supplier. Any claim made after the deadline will be inadmissible.

With regard to apparent defects, the purchaser must make the necessary reservations upon receipt of the goods by writing them on the delivery notes or by registered letter addressed to the Supplier on the same day as mentioned in article 5. Any claim arising after the delivery will be inadmissible.

The guarantee forms an inseparable whole with the Product sold by the Supplier. The Product may not be sold or resold altered, processed or modified.

The warranty is limited to the standard exchange of parts recognized as defective by the Supplier (standard exchange) or their repair, at the convenience of the Supplier, after return to its workshops, without any participation on its part at the cost of labor—any work caused by the dismantling or reassembly or any other costs resulting directly from the immobilization of the equipment.

The return costs are the responsibility of the Supplier and the Product must be returned in its original packaging.

No return of goods may be made without the prior written consent of the Supplier. Any Product returned without this agreement would be kept at the disposal of the Customer and would not give rise to a credit note. The Supplier's consent to the return of the Products does not imply any recognition of responsibility on its part.

Replacement of defective Products or parts will not extend the duration of the above warranty.

The Products are not covered by this warranty, in case of :

- installation or assembly defects
- abnormal use
- failure to comply with the conditions prescribed in the instructions for use
- modification or transformation of the product not foreseen or specified by SPRINTE
- defects related to abnormal or non-compliant use for which the Product is intended
- storage in abnormal or non-conforming conditions
- defects related to negligence or lack of maintenance on the part of the Buyer
- malfunctions related to normal wear of the product and replacement of accessories, wear parts and consumables
- damage or accident resulting from shock, fall, negligence, lack of supervision or maintenance
- defects and/or damage related to any external cause and their consequences
- force majeure.

7. RESPONSABILITIES

Orders and quotations are established according to the specifications and data (including usage) provided by the customer in his capacity as a professional elevator and under his sole responsibility.

Likewise, the Customer remains fully responsible for the installation, use and/or implementation of the Products. The Customer's attention is drawn to the need to use the products purchased only for the use or uses authorized by the manufacturer and to ensure before any installation that the delivered goods correspond to the order.

Products with specific assembly, adjustment or safety requirements are accompanied by an explanatory document for the lift professional. The Supplier cannot be held responsible for any lack of explanation on any document whatsoever when it is addressed to elevator professionals. In addition, in order to fully understand the Product, it is possible for the Buyer to request a paid training course from the Supplier.

The Supplier shall not be liable for third parties or for indirect damages such as, but not limited to, business losses, loss of customers, loss of order, commercial disturbance, loss of profit, damage to brand image.

In the event of direct damage, the compensation that could be claimed from the Supplier is limited to 1.000.000€.

8. PAYMENT OF THE PRICE

The prices indicated in the Supplier's prices are calculated from the factory excluding taxes, unpackaged materials. packaging, postage, insurance, customs and miscellaneous costs are the responsibility of the buyer and are invoiced in addition. Unless otherwise stipulated, prices do not include assembly, adjustments, troubleshooting of equipment or a possible batch of spare parts.

Our invoices are drawn up according to the indications of the Acknowledgment Receipt of Order indicated in article 2.

The payment date is on the invoice.

In principle, invoices are issued when the Products are made available and the payment period for invoices is 30 days end of month unless otherwise provided.

By way of derogation for a new customer and a customer not covered by a credit insurance :

- a deposit of 50% of the total order amount is required for order confirmation
- the balance is paid cash on delivery.

The Supplier shall not be obliged to proceed with the delivery of the products ordered by the Buyer if the he does not pay the price in the conditions and in the terms indicated above.

Any non-payment due will result in the deletion of all payment facilities granted, cash payment will then be applied; and all other outstanding claims will be immediately due; without prejudice to any other action that the Supplier would be entitled to bring against the Buyer as such.

In case of late payment, a penalty set at three times the legal interest rate in force will run automatically and without prior notice from the due date and until full payment of the amounts due.

It will be billed quarterly, in addition to any legal interest and court costs. In case of extension of the deadline agreed between the parties, non-compliance with it will result in the application of the above penalties retroactively from the original deadline.

In case of non-compliance with the payment conditions listed below above, the Supplier also reserves the right to suspend or cancel the delivery of orders in progress by the Buyer or to suspend the performance of its obligations to reduce or cancel any discounts granted to the Buyer.

In case of default of payment, the Supplier will be able to pronounce the resolution of the sale, without having to perform any legal formality, 8 days after simple formal notice by registered letter remained without effect.

Any deposit paid by the Buyer will remain acquired by the Supplier as a lump sum indemnity, without prejudice to any other actions it would be entitled to bring against the Buyer.

Finally, a lump sum indemnity for recovery costs, in the amount of 40 euros will be due, automatically and without prior notification by the Buyer in case of late payment. The Supplier reserves the right to ask the Buyer for additional compensation if the recovery costs actually incurred exceeded this amount, upon presentation of supporting documents.

9. RETENTION OF TITLE CLAUSE

All sales of the Supplier are concluded with reservation of title.

Also, the Supplier reserves, until full payment of the price by the Buyer (in case of delivery of a cheque or a commercial paper, the payment of the price will be deemed to be made only at the time of actual cashing), a right of ownership on the products sold, allowing it to take back possession of the said products.

On the other hand, the risk of loss and deterioration will be transferred to the Buyer upon delivery of the Products ordered (by provision) regardless of the delivery terms of the goods sold under reservation of title.

The buyer must insure at his own expense, risk and peril, the conservation, maintenance and use of these Products, the cost of insurance against risks, losses, damage or destruction of the goods is incumbent upon him upon delivery. The Buyer undertakes, accordingly, to insure, at its expense, the products ordered, for the benefit of the Supplier, by an ad hoc insurance, until the complete transfer of ownership. The Buyer shall, upon request of the Supplier, justify that he has taken out an insurance policy guaranteeing all these risks and he undertakes to maintain these guarantees until the effective transfer to him of ownership of the Products. Otherwise, the Supplier shall be entitled to delay delivery until such proof is presented.

In addition, the buyer undertakes to reserve, exclusively, a location for the storage of the Products

subject to a retention of title clause. This reservation will be materialized by any means likely to show the property of the Supplier on the Products.

However, the buyer is entitled to resell the delivered products in the normal course of business.

In this case, he then assigns to the Supplier all claims arising from the resale to the third party purchaser. The resale authorization is withdrawn automatically in case of cessation of payment by the buyer.

The Supplier reserves the right to verify by any means of its choice that the buyer has complied with the above obligations.

The buyer will be obliged to oppose by any legal means any claims that third parties may be required to assert on the goods sold by seizure, confiscation or equivalent proceedings. He shall, as soon as he becomes aware of it, inform the Supplier as soon as possible to enable him to safeguard his interests.

10. FORCE MAJEURE

The Parties may not be held liable if the non-performance or delay in the performance of any of their obligations, as described herein results from a case of force majeure, within the meaning of Article 1218 of the Civil Code or exceptional health or climatic hazards beyond the control of the Parties.

By express agreement, in addition to exceptional health or climatic hazards beyond the control of the Parties constitutes a case of force majeure, natural disasters, acts of an authority vested with executive power, war, riot, a fire, strikes and lockouts, pandemics, accidents, a court decision, the impossibility of being supplied or the application of labor law (such as the right to alert and withdraw, the obligation of safety weighing on the employer).

The Party observing the event must immediately inform the other Party of its inability to perform its service and justify it to the latter. The suspension of the obligations may not in any case be a cause of liability for non-performance of the obligation in question, nor induce the payment of damages or late penalties.

The performance of the obligation is suspended for the duration of the force majeure if it is temporary and does not exceed a period of 90 days. Therefore, as soon as the cause for the suspension of their reciprocal obligations disappears, the Parties will make every effort to resume as soon as possible the normal performance of their contractual obligations. To this end, the prevented Party shall notify the other of the resumption of its obligation by registered letter with notice of receipt or any extrajudicial act. If the impediment is definitive or exceeds a period of 90 days, the present will be purely and simply resolved according to the modalities defined in the article «Resolution for force majeure».

During this suspension, the Parties agree that the costs incurred by the situation will be divided in half.

11. INTELLECTUAL PROPERTY

The Supplier retains all industrial and intellectual property rights relating to the Products, photos and technical documentation that cannot be communicated or executed without its written authorization.

The Client shall refrain from directly, indirectly or through third parties with whom it would be associated, and shall protect the intellectual property rights held by the Supplier.

12. PERSONAL INFORMATION

The personal data collected from Buyers is subject to computer processing carried out by the Supplier. They are recorded in its Customers file and are essential for the processing of its order. This information and personal data is also stored for security purposes, in order to comply with legal and regulatory obligations. They will be kept as long as necessary for the execution of orders and any applicable guarantees.

The data controller is the Supplier. Access to personal information will be strictly limited to the data controller's employees, who are entitled to process them because of their functions. The information collected may possibly be communicated to third parties linked to the company by contract for the performance of subcontracted tasks, without the authorization of the Buyer is necessary.

In the performance of their services, third parties have only limited access to the data and are obliged to use them in accordance with the provisions of the applicable legislation on the protection of personal information. Apart from the cases set out above, the Supplier shall not sell, rent, assign or give access to third parties to the data without the prior consent of the Buyer, unless forced to do due to a legitimate reason.

If the data are transferred outside the EU, the Buyer will be informed and the guarantees taken to secure the information (for example, membership of the external service provider in the "Privacy Shield", adoption of standard protection clauses validated by the "CNIL", adoption of a code of conduct, obtaining a "CNIL" certification, etc.) will be specified.

In accordance with the applicable regulations, the Buyer has a right of access, rectification, erasure, and portability of data concerning him, as well as the right to oppose the processing for legitimate reasons, rights that he can exercise by contacting the controller at the following postal address or email: SPRINT 8 Route du Barrage 07250 LE POUZIN.

In the event of a complaint, the Buyer may address a complaint to the Data Protection Officer of the Supplier or the National Commission of Informatics and Freedoms.

13. COMPETENCE

For any dispute relating to the execution and settlement of orders, only French law will apply. The Commercial Court of Aubenas will have sole jurisdiction regardless of the terms of sale or payment, even in case of warranty or plurality of defenders.

14. FOREIGN ORIGIN

These General Terms and Conditions of Sale and the operations are governed by French law to

the exclusion of any applicable conflict of law provisions and the 1980 United Nations Convention on International Sales Contracts of goods.

They are written in French. In the event that they are translated into one or more languages, only the French text would prevail in case of dispute.

Declares that you have read and accepted these terms and conditions

Date + signature :

OFFICIAL DOCUMENT