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## General Terms of Sale - VOCO Sàrl (2019/01)

### 1. Scope of application

Our sales are exclusively subject to these general terms of sale. The information provided in our prospectuses and price list is for information only. These general terms of sale apply to all our sales concluded with professional purchasers, whatever the clauses which may appear on the customer's documents and in particular its general terms of purchase.

### 2. Orders – Prices

Sales only come into effect after express and written acceptance of the customer's order, materialised by an acknowledgment of receipt or a proforma invoice. Orders must be confirmed in writing. The products are supplied at the prices which apply to goods weighed at departure. These prices are mentioned on the order acknowledgment or the pro forma invoice and, if applicable, in the commercial proposal addressed to the customer. Prices can be modified in the event of economic changes (steel prices) and legal or regulatory ones (customs duties, changes in transport tariffs, etc.). All these price changes are applicable immediately and when invoicing takes place if they occur between the day of the order and the day of the delivery.

### 3. Terms of payment

Our invoices are payable in accordance with the deadline agreed with the purchaser and appearing on the order acknowledgment or the pro forma invoice. As a general rule, for sales in France and Europe, the time for payment may not exceed 60 days net and 90 days from the date of the marine bill of lading for export sales. In the event of late payment and the payment of sums due by the purchaser beyond the date of payment appearing on the invoice sent to it, penalties for delayed payment, up to a minimum of three times the rate of legal interest, shall immediately and automatically be acquired by us, without any formalities or prior formal notice being required, without prejudice to any other action which we would be entitled to take, in this respect, against the purchaser. (In accordance with Article L441-6, para.12). Furthermore, we remind you that any professional in a situation of late payment is then automatically a debtor with regard to the creditor of a lump sum compensation of EUR 40 for recovery costs in addition to late payment penalties. This minimum amount provided for by European directive No.2011/7/EU of 16th February 2011 was set by the implementing decree No. 2012-1115 of 2nd October 2012. Moreover, within the framework of the implementation of Decree No. 2012-1115 of 2nd October 2012, lump sum compensation for recovery costs of EUR 40 is automatically applicable for any late payment of any claim.

### 4. Deliveries and delivery times

The products purchased by the purchaser shall be delivered within the time agreed with the latter and appearing on the order acknowledgment or on the pro forma invoice. All agreed delivery times are indicative and non-binding. All our products, even when shipped carriage paid, travel at the risk of the consignee, who must check the condition of the products upon delivery. In the absence of any reservations expressly made by the purchaser upon delivery, the products delivered shall be deemed to comply in terms of quantity and quality with the order. The purchaser must directly exercise any recourse against the carrier in case of damaged or missing items.

### 5. Case of force majeure

Accidents in factories, lack of manpower, war, strikes, political events, irregularities in the delivery of raw materials etc. are cases of force majeure allowing us to suspend or to cancel our commitments and to extend the agreed delivery times, without granting the purchaser any right to compensation.

### 6. Ownership clause

All our sales are subject to retention of title. Until full payment of the invoice, we remain the owner of the goods delivered.

### 7. Supplier's liability – Warranty

Without prejudice to the provisions of Article 105 of the Commercial Code, the purchaser is obliged to check the goods within eight days of delivery. After this period, the goods are deemed definitively accepted so that no claims can be considered any longer. The same applies if, before the expiry of the eight-day period, all or part of the goods have undergone a modification or a transformation. Our warranty for hidden defects is limited in any case to the pure and simple replacement of the goods acknowledged as defective, to the exclusion of any direct or indirect damages on any grounds whatsoever.

### 8. Solvency

By placing an order, the purchaser implicitly guarantees its solvency to us. If the purchaser's financial situation deteriorates after the closing of the sale or if it is late in paying for one of our transactions, we are entitled to demand the immediate payment of the full amount due before performing any new delivery or terminate the sale.

### 9. Election of domicile

Regarding all disputes relating to the application of these general terms of sale, the courts of MULHOUSE (F) shall be solely competent.

### 10. The purchaser's acceptance

These general terms of sale are expressly approved and accepted by the purchaser, who declares and acknowledges having perfect knowledge thereof, and therefore waives the benefit of any contradictory document and, in particular, its own general terms of purchase.

### 11. Applicable law

All our sales in France are subject to French law. International sales are subject to the 2010 Incoterms and the Vienna Convention.