

# GENERAL CONDITIONS OF SALE TECHNIBAG

## ARTICLE 1 APPLICATION OF TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale, hereinafter "TCS", detail the rights and obligations of TECHNIBAG and of its Customer as pertaining to the sale of products (hereinafter "Products") and services (hereinafter "Services") marketed by TECHNIBAG.

The Customer declares that it has read these TCS before making its order. The fact of ordering a Product or Service, by signature of this contract, implies full and unreserved acceptance by the Customer of these TCS.

These TCS shall prevail over all other conditions contained in any other document unless there be prior express, written derogation. The Customer shall not have recourse to any contradictory document and in particular its own purchase terms and conditions. The Customer acknowledges that its relationship with TECHNIBAG shall be always governed by the latest TCS in force on the day the contract is made as per Article 2.

1.2. The customer agrees that TECHNIBAG can subsequently and reasonably amend these general terms and conditions, and that their relationship will always be governed by the latest terms and conditions applying on the date of the order.

1.3. The French version of these general terms and conditions of sale prevails over any other versions.

## ARTICLE 2 MAKING THE CONTRACT

2.1. All customer orders must strictly be placed in writing (email, fax or letter) stating the required delivery address, invoicing address, order number and date, and the stock reference numbers, quantity and specifications of the products or services ordered. Any order that contains incomplete or incorrect information may lead to errors or delays for which TECHNIBAG cannot be held liable.

2.2. Quotations prepared by TECHNIBAG constitute an offer to contract.

Unless stated to the contrary, it is valid for one month from its date of issue.

In the event of an estimate, the contract is made upon receipt by TECHNIBAG of the estimate signed by the Customer. If applicable, TECHNIBAG will send the Customer acknowledgement of receipt of the order.

2.3. In the absence of an estimate, an order will only be regarded as accepted and the contract made upon issue by TECHNIBAG of the confirmation of the order or its execution.

2.4. As an exception to the foregoing, for any order for a packaging machine, whether TECHNIBAG has issued an estimate or not, the contract shall only be made upon receipt by TECHNIBAG of confirmation of the order issued by TECHNIBAG and signed by the Customer.

2.5. The benefit of the order is personal to the Customer and may not be transferred without TECHNIBAG's agreement.

2.6. Once the contract is made, the order may not be cancelled by the Customer. The order value will be invoiced to the Customer and shall be immediately payable.

## ARTICLE 3 SUPPLY OF SERVICES

At the Customer's request, TECHNIBAG performs the Services ordered by Customer. In particular TECHNIBAG offers the Customer the following Services:

### 3.1. "Turnkey Product":

The "Turnkey Product" service provision is applicable to packaging machines. It may include, at the Customer's choice, the five following steps:

- Factory Acceptance Test;
- Installation of the Product at the Customer's premises;
- Commissioning the Product on the Customer's premises, training the Customer on use of the Product for the number of persons and period of time stated in the contract;
- On-site Product Testing for definitive acceptance by the Customer (Site Acceptance Test).

If the Customer selects the "Turnkey Product" option, this means that TECHNIBAG is obliged to make the necessary

connections between the Product and its specific electrical, pneumatic and gas environment and to demonstrate its operation. TECHNIBAG simply provides recommendations; the Customer makes available to TECHNIBAG all utility sources necessary for correct operation of the equipment. It is understood that in no case shall TECHNIBAG verify the compliance of the Product's physical environment, particularly its electrical environment, proposed by the Customer. The Customer undertakes to abide by its commitments with regard to the contract concerning the supply of items for its power installation, (product installation, air installation, handling and any other resources set out in the contract); the contract may be complemented by a general installation plan in order to clarify the connection points where TECHNIBAG should make its connections.

TECHNIBAG may provide a "line management" cabinet making it possible to gather the machines' utility supplies into just one point in order to cut the line just once. It can in no circumstances be incorporated into an electrical distribution cabinet with protective devices complying with the electrical standards for industrial buildings. The Customer must take responsibility for this last point as it is not within TECHNIBAG's responsibility.

In the event that the Customer does not carry out the above-mentioned procedures and TECHNIBAG is not immediately able to carry out commissioning, TECHNIBAG shall be relieved of its obligation with regard to the "Turnkey Product" and the Customer shall be liable to pay the costs of a further visit by TECHNIBAG or of new provision of equipment.

### 3.2. Maintenance:

TECHNIBAG offers, when ordered, maintenance services for the Products ordered by the Customer.

Some Products require regular maintenance, as per the requirements stated in the standards and/or instructions applicable to them, which the Customer declares it perfectly knows. It is the Customer's responsibility to call on TECHNIBAG to carry out this maintenance before the advised due date. Failure by the Customer to adhere to the recommended maintenance schedule exempts TECHNIBAG from all responsibility, including in the event of an accident. Maintenance services never extend to an examination and safeguarding of the physical environment (air-conditioning of premises, insulation, electrical connections, etc.) of Products which are the Customer's responsibility.

Maintenance Services are invoiced as per the conditions and prices in force on the day said Services are ordered.

### 3.3. After-sales Service:

TECHNIBAG also offers an after-sales service for Products and Services ordered by the Customer according to the Terms and Conditions established at the time the order is made.

### 3.4. Fulfilment of Services:

TECHNIBAG undertakes to make every effort to provide its Services in a professional and workmanlike manner and it undertakes to dedicate the necessary resources to their fulfilment.

In this regard, it is the responsibility of the Customer to:

- Designate a contact who remains TECHNIBAG's interlocutor throughout the duration of the Service provision;
- Ensure that the necessary instructions reach TECHNIBAG in good time for it to correctly fulfil its task;
- Deliver, or have delivered by its suppliers or sub-contractors, all necessary work documents;
- Take the steps necessary to remove any hindrance without delay or to remove any difficulty that would impede correct execution of the Services requested.

The Customer undertakes to operate the Products in a place that is appropriate for their operating conditions and to keep them in an environment that is suitable in terms of temperature, humidity, light, etc., all in accordance with the installation plan issued, if applicable, to the Customer.

## ARTICLE 4 DELIVERY

4.1. Unless provided otherwise in the contract, products are

delivered to the customer on the terms of Incoterms Ex Works (ICC 2010) at TECHNIBAG's warehouse.

The customer is therefore, in particular, liable for the costs of carriage, customs duties and insurance, and will bear all risks connected with carriage of the products.

4.1. Where applicable, the customer undertakes to pay, on receipt, all taxes, dues, levies and other expenses connected with the delivery of the products themselves, with TECHNIBAG at no time being held liable in this connection. If there is any delay in despatching the products for a reason outside TECHNIBAG's control, TECHNIBAG may decide to store and warehouse the products, as applicable, at the customer's expense and risk. These provisions do not change the customer's payment obligations in any way.

4.2. The delivery time indicated by TECHNIBAG is indicative only and is not guaranteed.

Consequently, any reasonable delay in the delivery of Products or in the fulfilment of Services shall not be cause for compensation or interest payment to the Customer or for cancellation of the order.

Unless otherwise agreed, the delivery shall be timed from the latest of the following dates:

- The date of making the contract, for which reference shall be made Article 2 above;
- The date upon which the Customer, pursuant to the commitments it has contracted to when making the contract, has provided all the items enabling correct execution of the aforementioned contract, and is in possession of any document, such as an import licence, it is required to obtain. TECHNIBAG provides an acknowledgement of receipt of order stating the despatch date.

4.3. Delivery of all Services shall give rise to the creation by the Parties of a written record of receipt. Upon receipt of the Product ordered, the Customer or addressee shall check the condition of the Product.

In the event of Products that are missing or damaged during shipping, the Customer shall note all necessary remarks on the purchase order upon reception of said Products by registered letter with acknowledgement of receipt to TECHNIBAG within a maximum of forty-eight (48) hours from the date of delivery. Pursuant to Article L 133-3 of the Commercial Code, these remarks must, moreover, be notified to the carrier by registered letter with acknowledgement of receipt within three (3) days of delivery.

Should the Customer fail to follow this procedure, the Customer may not make any claim to TECHNIBAG for visible defects.

## ARTICLE 5 PRICE

The price of Products and Services is that stated in the Contract made pursuant to Article 2, to the exclusion of any information or characteristics shown in catalogues, prospectuses, price lists, technical specifications or other documents produced by TECHNIBAG, as these are issued for information purposes only.

Prices are quoted exclusive of taxes on the terms of Incoterms Ex Works (ICC 2010) at TECHNIBAG's premises. Consequently, they will have VAT at the rate applicable on the date of the order added.

Prices shown are exclusive of any bank transfer fees and exclusive of any costs arising from exchange rates, which shall be the responsibility of the Customer. TECHNIBAG reserves the right to modify its prices at any time. However, it undertakes to invoice Products ordered at the prices shown when the contract is made, pursuant to Article 2, such that the amended prices will apply only to the customer's future orders.

Notwithstanding the foregoing, the Customer is informed that the price of the Products depends largely on the cost of the raw materials that compose them. Therefore, given the volatility of the cost of these raw materials, the Customer accepts that prices shall be subject to change at any time. TECHNIBAG will inform the Customer as soon as possible. The prices as modified will then be applicable to the Customer's current and future orders, it being understood

# GENERAL CONDITIONS OF SALE TECHNIBAG

that for current orders, only the increase in the cost of the raw materials composing the Products will be added to the price detailed in the Contract, to the exclusion of any other variation.

## ARTICLE 6 TERMS OF PAYMENT

Unless otherwise specified, the payment terms granted by TECHNIBAG are:

- Payment of a deposit on the day the contract is made, the amount of which is stated in the contract;
- Payment of the balance before despatch of the Product or fulfilment of the Service;

Any deterioration in the Customer's credit may justify a requirement for guarantees or cash settlement before execution of orders received. This will particularly be the case if there is a change to the debtor's capacity, in its professional activity (or form of company), or if there is a disposal, lease, mortgage or contribution to its goodwill with an unfavourable effect on the purchaser's credit.

Payment of orders shall be by bank transfer, unless otherwise agreed. Transfer fees and exchange fees will be borne by the Customer.

Financial expenses (bank expenses relating to exchange rates, bank charges for payments made outside the country of issue, and other bank charges, etc.) included in any expenses deducted exclusively by the customer's bank for a payment transaction are for the customer's account exclusively

## ARTICLE 7 LATE OR NON-PAYMENT

Penalties shall apply in the event that payment of amounts due takes place after the date of payment shown on the invoice and beyond the time period prescribed by these TCS. These penalties are an amount equivalent to that which would arise from application of a rate three times the legal interest rate on the date of invoice, and run ipso jure and without any formal notice being necessary, counted from the due date stated on the invoice or bills.

In addition to late payment penalties, a flat rate payment of 40 euros to compensate for recovery costs will be due ipso jure in the event of late payment. If recovery costs should be greater than this flat rate payment, TECHNIBAG may request an additional compensation payment, subject to justification.

Similarly, when payment is made in instalments, non-payment of any one instalment shall lead to the entirety of the debt becoming liable for payment whether due or not, with no prior notice.

In all the above cases, amounts due for other shipments or for any other reason shall become immediately due if TECHNIBAG does not choose to cancel the corresponding orders. In the event of late payment, TECHNIBAG may suspend all orders in hand, without prejudice to any other course of action, and all subsequent orders which have not yet been delivered may be cancelled ipso jure.

In no case may payments be suspended or become the subject of any kind of compensation without the prior written agreement of TECHNIBAG.

## ARTICLE 8 RETENTION OF TITLE

Transfer of ownership of Products delivered is deferred until full payment of the corresponding price and any additions to it, notwithstanding the transfer of risks to the Customer upon delivery. Accordingly, in the event that the Customer should be in default of payment to TECHNIBAG, TECHNIBAG expressly reserves the right to repossess any Products delivered and still held by the Customer.

In this regard, if the Customer is subject to reorganisation or liquidation, TECHNIBAG reserves the right to demand, as part of collective insolvency proceedings, Products sold and unpaid, pursuant to legal and/or regulatory provisions in force.

The customer undertakes that all delivered products should remain identifiable after delivery. Products in stock are deemed to be products which payment has not been made. If the products in question have been resold by the customer,

TECHNIBAG expressly reserves the right to receive the sale price as yet unpaid by the acquirer to the extent of its own debt against the customer.

## ARTICLE 9 GUARANTEES AND RESPONSIBILITIES

### 9.1. Guarantee:

9.1.1. TECHNIBAG guarantees Products against all manufacturing defects duly proven by the Client:

- For six (6) months from the date of shipment for used Products, except electrical and pneumatic components, for which the guarantee is three (3) months;
- For one (1) year from date of shipment for new Products.

This guarantee is limited to replacement free of charge of Products acknowledged as being unfit for their intended use, excluding technicians' travel expenses.

Unless otherwise agreed by TECHNIBAG, it is the Customer's responsibility to return the part deemed defective at the Customer's expense for the Guarantee to be implemented. The corresponding claim must be presented by registered letter as soon as the defect appears and in any event within 10 days.

If it appears that the defect does not arise from said item,

### 9.1.2. Guarantee Exclusion:

Non-payment of all or part of the price within the set period shall lead to the immediate termination of the guarantee.

In all events, TECHNIBAG cannot be held responsible and the guarantee is not applicable if the defect should arise from the following situations:

- Negligence, particularly in the storage and use of Products;
  - Use of Products for purposes other than those for which they are intended;
  - The addition of material not originating with TECHNIBAG and/or not done by TECHNIBAG;
  - Repairs, alterations, work or modification done without TECHNIBAG's prior, written agreement.
  - Failure to provide the correct environment for the Product.
- Moreover, wearing parts as listed in the Product instructions for use are never included within the guarantee.

### 9.2. Responsibilities:

TECHNIBAG ACCEPTS NO GUARANTEE OBLIGATIONS OTHER THAN THOSE SPECIFIED ABOVE.

It is the responsibility of the Customer to tell TECHNIBAG what Product and Services characteristics meet its needs, including the technical information necessary for full appreciation of the Products and Services required and to ensure that the characteristics agreed upon meet its needs in every respect. The Customer is, thus, deemed to perfectly know the Products and Services it is acquiring and acknowledges that it was able to obtain information relating to those items ordered and which it has bought.

In the event of any doubt about the interpretation of a clause or in the absence of a reference enabling the determination of the extent of TECHNIBAG's obligations, the Customer acknowledges that TECHNIBAG's obligations are deemed to be obligation of diligence.

It is the Customer's responsibility to ensure compliance with health and safety requirements when using the Product or when TECHNIBAG is providing Services.

TECHNIBAG shall in no case be held liable towards the Customer when the Services done or the Products delivered match those ordered. Matching the order is assessed by reference to the contract made pursuant to Article 2.

TECHNIBAG shall in no case be held liable towards the Customer or towards a third party for any indirect loss, including loss of business, loss of customers, commercial detriment or taint to brand image resulting from the ownership or use of Products or the performing of Services. **In all cases, TECHNIBAG's responsibility can never exceed the amount paid by the Customer against its obligations.**

## ARTICLE 10. RETURN

No Product may be returned to TECHNIBAG without its prior agreement. In case of acceptance, transportation costs will be at the exclusive charge of the Client, unless otherwise

agreed by TECHNIBAG.

After agreement on the return, TECHNIBAG shall issue a credit note only if the Products are returned in perfect conditions and after verification and acceptance by TECHNIBAG.

## ARTICLE 11. CONFIDENTIALITY - INTELLECTUAL PROPERTY

In general, the contract does not imply any transfer to the Client whatsoever of the intellectual property rights attached to the Products and Services. All documents and technical data, notices, samples, or any other document delivered to the Client within the context of fulfilling this contract by TECHNIBAG as well as, if applicable, the related intellectual property rights, remain the exclusive property of TECHNIBAG. The Client shall not communicate them to third parties without the prior consent of TECHNIBAG, nor use them for any purpose other than those provided for in the contract formed in accordance with article 2 hereof.

The Client authorizes TECHNIBAG to use its name and logo as a commercial reference.

## ARTICLE 12 FORCE MAJEURE

TECHNIBAG cannot be held liable if the non-performance or delay in the performance of one of its obligations described in these TCS arise from force majeure or fortuitous event.

These include, non-exhaustively, war, riot, insurrection, civil unrest, strikes of all kinds and problems with TECHNIBAG's obtaining supplies, or any other event outside TECHNIBAG's control, leading in particular to complete or partial stoppage of work at TECHNIBAG, at its suppliers or subcontractors, or that make production impossible or uneconomic, or total or partial loss of its communication, including networks.

The occurrence of a case of force majeure shall entail the immediate suspension of performance of the contract. Should the case of force majeure extend for more than 60 days, the contract may be terminated by either party with no right of compensation from one party to another.

## ARTICLE 13 TERMINATION

TECHNIBAG reserves the right to terminate the contract without notice, by registered letter with acknowledgement of receipt:

- In the event of the Customer failing totally or in part to fulfil its obligations, including its obligation to pay, its obligations of confidentiality and of respecting TECHNIBAG's intellectual property rights and more widely, its obligation to perform the contract in good faith, thirty (30) days after the issue of a recorded delivery letter with acknowledgement of receipt that fails to produce a satisfactory response and that contains notice by the injured party of its intention to invoke the benefit of this clause, without prejudice to remedy for all direct and indirect loss that this termination may cause it.

- In the event of unfavourable change to the Customer's financial or commercial situation, entailing a risk of failure to pay. If, because of the nature of the obligation that has not been performed, the defaulting party cannot remedy it, for example failure in an obligation not to do something, the contract may be terminated automatically by either party without giving advance notice. In the event of termination of the contract, TECHNIBAG shall be released from its obligations.

TECHNIBAG shall not owe any compensation to the Customer on this account,

## ARTICLE 14 SUBCONTRACTING

The Customer is hereby informed by these TCS that TECHNIBAG reserves the right to sub-contract all or part of its obligations entered into with the Customer.

## ARTICLE 15 TOLERANCE AND PARTIAL REVOCATION

The fact that TECHNIBAG does not avail itself at a given time of any one of the provisions of these terms and conditions shall in no way be construed as a waiver on TECHNIBAG's part to avail itself of such provision later, including failure to claim a late payment.

The annulment of a provision shall not affect the validity of the remaining provisions hereof.

## GENERAL CONDITIONS OF SALE TECHNIBAG

### ARTICLE 16 GOVERNING LAW AND COMPETENT JURISDICTION

The contract is governed by French law. The official version of these TCS is the French version.

The only competent court in the event of any dispute or claim of any kind arising from these TCS is the Tribunal de Commerce de Villefranche/Saône. This clause is applicable even for summary proceedings, incidental claim or multiple defendants regardless of the method and terms of payment.

### ARTICLE 17 EVIDENCE

In the event of dispute, the parties agree to consider fax and e-mail as original communications providing perfect

evidence and not to contest this means of evidence, except disputing its authenticity.

### ARTICLE 18 PERSONAL DATA

18.1 The Customer is informed and accepts that by placing an order, TECHNIBAG shall collect, store, process and use the data mentioned on the order for the purposes of processing the latter, in accordance with the provisions of the law "Informatique et Libertés" of January 6<sup>th</sup> 1978 amended by law n ° 2018-493 of June 20<sup>th</sup> 2018. Otherwise, TECHNIBAG will not be able to process the order.

18.2 The legal basis for processing such data is the execution of the Contract with the Customer. The information collected

is strictly confidential and is intended only for the competent services of TECHNIBAG involved in the execution of the Contract, except with the Customer's consent for the transmission of his personal data to third parties. They are kept for a maximum period of 5 years from the end of the commercial relationship.

18.3 In accordance with the applicable laws, the Customer has the rights to request access, rectification, erasure, limitation or opposition to processing, portability of his data or to lodge a complaint or post-mortem directives in contacting the dedicated service by email at the following address: [contact@technibag.com](mailto:contact@technibag.com)