

## General terms and conditions of sale - EUROTAB OPERATIONS

### Article 1 – Opposability

Dealing with EUROTAB OPERATIONS (hereinafter referred to as EUROTAB) implies the pure and simple acceptance by our Customers of the following terms and conditions of sale, regardless of any contrary clauses that may appear on the order or on any other document issued by our Customers, unless otherwise stipulated in writing by EUROTAB or mentioned on the acknowledgement of receipt of the order referred to in Article 2.

The Customer accepts that EUROTAB may modify subsequently and reasonably these general terms and conditions and that the relationship shall always be governed by the latest terms and conditions in force on the day of the order.

### Article 2 – Formation of the sales contract

The contract shall be concluded when the order received is confirmed to the Customer by sending an order acknowledgement issued by EUROTAB. Any delivery can only be made after the contract has been duly formed.

If the content of the confirmation differs from the Customer's order, the contract is concluded in the terms of the confirmation issued by EUROTAB, unless the Customer objects in writing within 48 hours after the confirmation has been sent.

Once the contract has been formed, no cancellation or amendment will be accepted by EUROTAB and the price will be due, except in cases of *force majeure* as stated for in Article 7.

EUROTAB shall be bound by the terms of the acknowledgement of receipt of the order to the exclusion of any other document, subject to the restrictions mentioned in Articles 3 and 7.

### Article 3 - Price / Financial conditions

#### 3.1. Price

The price of the products is that appearing on the acknowledgement of receipt of the order as mentioned in Article 2, or failing that, on the price offer accepted by the Customer.

All prices are EX WORKS (Incoterms ICC, 2020), in EUROTAB warehouses near Saint-Étienne, FRANCE, firm, excluding taxes and fees, unless otherwise expressly accepted by EUROTAB and mentioned in the acknowledgement of receipt of the order.

Transport costs shall be borne by the Customer unless otherwise agreed in writing.

No discount will be granted for early payment.

Any negotiated discount or rebate granted by EUROTAB will be applied to the EX WORKS price before taxes and fees. Any special request of the Customer for express transport, or any other request as mentioned in Article 9, will be invoiced in addition.

#### 3.2. Terms of payment

The price is due thirty (30) days after the date of issuance of the invoice, subject to specific legal payment terms especially as defined in Articles L441-12 or L441-13 of the French Commercial Code. Invoice will be issued as soon as the delivery is completed or the service is performed, and in principle, when the ordered and confirmed goods have been loaded at EUROTAB's warehouses into the truck.

However, the first order placed by a new Customer will result in immediate payment of the total amount of the invoice issued as soon as the order is acknowledged, mainly to guarantee the supply of all specific components.

#### 3.3. Revision of the price

EUROTAB may revise the overall price considering changes in the legislation and tax regulations in force. This includes taxes such as "Eco Emballage Contribution" (contribution for sorting and recycling packaging), VAT and "Taxe Générale sur les Activités Polluantes" (tax on polluting activities), or any other tax that applies or will apply in the future.

Such new taxes shall be immediately applicable, subject to the legal and regulatory provisions in force.

A retroactive adjustment will be made by EUROTAB if the change could not be applied immediately in billing.

In the same way, EUROTAB shall be able to adjust transport price when the costs are higher than the funds requested by EUROTAB from the Customer and in cases where EUROTAB would be in charge of the transport at the Customer's request.

In addition, EUROTAB may revise the EX WORKS price, in particular considering the evolution of the prices of raw materials and components.

The revision will be carried out annually, or during the year in the event of a significant impact on the cost of the product.

EUROTAB shall apply a two-month notice period to inform its Customers of changes in transport prices and/or EX WORKS prices.



### 3.4. Late payment and penalties

Any delay in payment shall result in the application of a default interest set at 5% of the invoiced price, in addition to the payment of a lump-sum compensation for recovery costs set at the sum of €40.00, without prior notice and without prejudice to further compensation if the recovery costs incurred by EUROTAB are higher than the amount of the compensation, and notwithstanding any damages in accordance with Article L. 441-10, II of the French Commercial Code as it currently stands.

However, EUROTAB may not claim the benefit of these compensations when the opening of a safeguard proceeding, receivership or compulsory liquidation prohibits the payment of the receivable on its due date.

Under no circumstances may payment be deferred in the event of partial delivery or non-delivery, or in the event of the completion of any procedure for acceptance or verification of the conformity of the goods or services.

In general, the Customer cannot invoke any reason whatsoever to refuse or defer the payment and in particular, any dispute related to the quality or conformity of the products or services, or a delay in the delivery.

In addition, EUROTAB reserves the right to transfer its receivables to a debt-collection company in order to facilitate the payment.

In case of recurrent late payment, EUROTAB reserves the right to shorten the payment term or to request payment at the time of the order.

### 3.5. Forfeiture of the term

Finally, in the event of non-payment of a single invoice on the agreed due date, EUROTAB reserves the right to suspend the fulfilment of its obligations, suspend or cancel current or future orders and/or demand immediate payment of the outstanding due amount.

Non-compliance, even partial, with a single payment due date, non-acceptance of a bill of exchange on the agreed date, transfer, pledging or contribution in the capital of a company of the Customer's business, mortgaging or granting a security interest or a pledge on the goods acquired from EUROTAB or seizure of said goods, shall result in the immediate payment of all sums remaining due by the Customer to EUROTAB, without prior formal notice, regardless of the conditions previously agreed upon.

## Article 4 – Delivery

### 4.1. Delivery time

Unless otherwise agreed and duly mentioned in the acknowledgement of receipt of the order, delivery times are given for information only and the Customer may not use them to claim the cancellation of the order, any penalties or compensations and/or to refuse to pay the price.

Unless expressly agreed between EUROTAB and the Customer and duly mentioned in the acknowledgement of receipt of the order issued by EUROTAB, all deliveries are made exclusively in full pallets.

In particular and unless expressly agreed otherwise, the minimum order quantity is 10 pallets per product for detergent tablets and 6 pallets per product for chlorine bleach.

In order to ensure the availability of the orders in full quantity and on time, all Customers shall provide monthly forecasts at least two months prior to the first planned order and covering a period of six (6) months.

EUROTAB will be bound by orders when the quantity ordered does not exceed the forecast by more than 20% and when the delivery date is in line with the forecast. On the other side, EUROTAB shall not be held responsible if the order exceeds the forecast by more than 20%, or if the requested delivery date falls earlier than the forecast.

### 4.2. Delivery terms

Unless otherwise expressly stated in the acknowledgement of receipt of the order, the products are delivered FCA at EUROTAB's warehouses near Lyon, in France (Incoterm ICC 2020).

If EUROTAB takes charge of the transport to the location indicated on the order acknowledgement, it shall act only as the Customer's representative.

The transport costs are thus entirely re-invoiced to the Customer. A provision for transport costs will be requested by EUROTAB and an adjustment will be made after delivery, considering the actual costs incurred by the transport.

### 4.3. Delivery conditions

When the goods are delivered at EUROTAB's warehouses: as soon as the Customer receives confirmation of the date of availability, he shall make an appointment at least one week prior to the collection date and will be allocated a time slot. The Customer shall be responsible for organizing the transport to EUROTAB. In case of delay of the truck at the indicated time slot and overrun on the following half-day, a penalty of €150.00 will be applied by EUROTAB in compensation for costs incurred. The same penalty will be applied for each additional day of delay.



When the delivery is made by EUROTAB by road to the Customer's location: if the truck is well within the time slot indicated by the Customer but is unloaded late and the unloading takes place over the next half-day, a penalty of €150.00 will be applied by EUROTAB to compensate for the extra cost incurred. This same penalty will be applied for each additional day of delay.

When delivery is made by EUROTAB by sea: EUROTAB shall not be held responsible for any delay in the departure of the vessel due to circumstances beyond EUROTAB's control, such as damage to the vessel or refusal of loading by the captain of the vessel, or for any delay in customs clearance and/or delivery to the final destination.

#### 4.4. Transport risks

The Customer shall bear all damage that the products may cause during transport from the day of delivery as defined above. The Customer must insure the products against all risks and damages of any kind and must prove at the request of EUROTAB that such insurance has been taken out and that the corresponding premiums have been paid. In the event of the realization of a risk, the ownership of EUROTAB shall be transferred to the insurance indemnity.

#### 4.5. Inventory remainders

In the event of modification or discontinuation of a product by the Customer, the Customer undertakes to dispose of or compensate EUROTAB for existing stocks of finished products or components.

The amount of the compensation will be based on the selling price of the finished products and/or on the purchase price of the components plus the storage costs.

### Article 5 - Retention of title

**The transfer of ownership of the products delivered by EUROTAB to the Customer will only take place after full payment of the price and its accessories by the Customer.**

Until full payment of all receivables (including any late payment penalties), the buyer is entitled, in the ordinary course of business, to resell the delivered goods; he may neither pledge them nor transfer the ownership by way of security.

In the event of resale, the Buyer expressly transfers all receivables resulting from the resale to a third-party purchaser, to the benefit of EUROTAB. In case of suspension of payments, the buyer shall refrain from reselling the products purchased from EUROTAB.

Furthermore, in the event of seizure or any other intervention by a third party, the Purchaser undertakes to immediately notify EUROTAB and to inform the third party seizing the goods of the terms of the present retention of title clause.

As soon as the goods are delivered and despite the application of this retention of title clause, the buyer shall bear the risk in case of loss or destruction. He shall also bear the insurance costs.

The buyer is bound, from the transfer of risk as stated in point 3, to take out an insurance policy covering the goods at their sales price against any destruction or damage of any kind and this until the transfer of ownership as stated in Article 5.

This insurance shall also cover damages of any kind that the goods may cause to the Customer or to third parties without limitation of amount and without possibility of recourse against EUROTAB.

The policy must specify that the insured goods are sold under a retention of title clause and that any insurance compensation must, in the event of total destruction of the goods, be paid directly to EUROTAB up to the amount of the outstanding receivable due from the Customer. The Buyer undertakes to provide EUROTAB, upon first request, with proof of the policy he has taken out and of the payment of the premiums relating thereto.

### Article 6 - Compliance and Responsibility

#### 6.1. Time limits and conditions for claims

The Customer undertakes to control the goods at the time of delivery, and in the event of apparent defects or missing items, to make precise written reservations on the delivery note in the presence of the driver when collecting or unloading the products, and then to confirm these reservations no later than 48 hours after delivery by sending an email to the carrier and copying EUROTAB to the following address :

[service.client@eurotab.eu](mailto:service.client@eurotab.eu)

After this period, no claim can be considered. The Customer shall be deemed to have waived all recourse against EUROTAB on these various matters.

#### 6.2. Compliance of goods

The delivered goods shall be deemed to be in conformity if they correspond to the specifications and requirements issued by the Customer and based on which the contract was awarded to EUROTAB.

Once EUROTAB has complied with these specifications in accordance with the contract award, EUROTAB shall not be held liable for any lack of conformity, apparent or hidden.



In the event of minor differences in quantity or quality between the products ordered and the products delivered, the delivery shall be deemed to be in accordance with the order. A variation in quantity of plus or minus 5% will be considered minor and the delivery will be considered compliant.

Thanks to the complete information provided to the Customer, the latter knows all the characteristics of the products and in particular their dangerousness and/or toxicity and is therefore considered as a professional with expertise similar to that of EUROTAB.

Regarding technical and regulatory compliance, EUROTAB may be required to advise its Customer on the technical and regulatory aspects to be taken into account on the packaging with regard to the rules and laws of the countries where the products will be sold, but it is the Customer who is ultimately responsible for compliance with the rules and laws of those countries.

### **6.3. Traceability and industrial cross-functionality**

EUROTAB undertakes to respect a perfect traceability of its productions by labelling the batches on the packaging, outer cases and pallets. The goods supplied to the Customer are managed on a FIFO basis, except in special cases and with the prior agreement of the Customer.

EUROTAB has several production sites. Raw materials, formulas, production equipment and processes are strictly comparable between these different sites. EUROTAB reserves the right to distribute its production among these different sites and shall not be held liable in this respect if the production complies with the Customer's specifications and requirements as defined in point 6.2.

EUROTAB shall inform the Customer by prior notification.

### **6.4. Liability**

Without prejudice to Article 4 and subject to the case of willful misconduct, EUROTAB shall under no circumstances be liable to the Customer when the products delivered are in conformity with the order as defined in Article 6.2.

Conformity with the order shall be assessed by reference to an order processed in accordance with the Customer's specifications and requirements, or by reference to the general use of the product at issue.

No product delivered in accordance with the preceding provisions and unless otherwise agreed by the parties duly mentioned in the acknowledgement of receipt of the order, may be returned without the express agreement of EUROTAB. Only full and filmed pallets may be taken back by express agreement. Any return that does not respect these conditions will be refused upon receipt.

### **6.5. Limitation of Liability**

**Under no circumstances shall EUROTAB be liable to the Customer or to a third party for any direct or indirect damage, in particular business interruption, loss of profit, loss of Customers, commercial prejudice, damage to brand image, resulting from the possession or use of the products or from the immobilization of or damage to the equipment or the unit in which the delivered products have been used.**

In any event and subject to the case of willful misconduct, EUROTAB's liability shall under no circumstances exceed the amount paid by the Customer in consideration of its contractual obligations. EUROTAB will be entitled to always prevent a liability claim by bringing the product into conformity or by replacing the non-conforming product.

EUROTAB's liability shall not exceed the expiry dates specific to each product.

Furthermore, EUROTAB shall only be liable if the products are used in accordance with their purpose and in compliance with the instructions for use and storage specified in the technical documentation provided to the Customer or resulting from legal and regulatory provisions.

### **6.6. Disputes**

Any dispute and liability claim by the Customer must be notified by e-mail to the address indicated above within fifteen (15) days.

In addition, any dispute regarding the price must be notified in this form and within fifteen (15) days after the invoice has been issued.

Failing this, the Customer shall be deemed to have waived any action against EUROTAB.

## **Article 7 - Force majeure**

In case of *force majeure*, a party shall not be held liable for the non-performance of its obligations when an event beyond its control, which could not reasonably have been foreseen at the time of conclusion of the contract and the effects of which cannot be prevented by appropriate measures, hinders the performance of those obligations.

Thus, EUROTAB shall not be liable for non-performance of the contract if such non-performance results directly or indirectly from a case of *force majeure* such as, in particular: the occurrence of any natural disaster, war, riot, attack, extreme cold or heat, flood, fire, strike, epidemic or pandemic, both at EUROTAB and at its service providers, suppliers, public services, postal service, injunctions by the public authorities (prohibition to import, export, etc.), disruption of supply, major incident in EUROTAB's equipment.

The occurrence of a case of *force majeure* shall result in the immediate suspension of the execution of the contract.