

# GENERAL CONDITIONS OF SALE

## 1. DEFINITIONS

In these General Conditions the following expressions shall have the following meanings:

The Seller shall mean Gripple Europe whose Registered Office is at 1 rue du commerce, BP37, 67211 Obernai, France.

The Purchasers shall mean the person, firm or company to whom the Seller is selling.

The Goods shall mean the goods, materials, equipment or services (as applicable) being sold by the Seller to the Purchasers.

Export orders shall mean orders for delivery of goods by the Seller outside of the European Union.

## 2. GENERAL

(a) The Seller does business upon and subject to these General Conditions of Sale which shall be deemed to be incorporated into all contracts between the Seller and the Purchasers to the exclusion of any other terms and conditions of the Purchasers unless otherwise specifically accepted by the Seller in writing.

(b) A quotation shall only constitute an invitation to treat. All orders are subject to acceptance by the Seller on an official form of Order Acknowledgement signed on behalf of the Seller. The Purchasers' acceptance of delivery of the said Order Acknowledgement shall be deemed to include acceptance of these General Conditions (as varied if a variation has been specifically accepted by the Seller in writing).

## 3. PRICE AND PAYMENT

(a) Unless a fixed price is specified in the Order Acknowledgement or is otherwise specifically agreed in writing the price of the Goods shall be as per the Sellers' price list current at the date of despatch of the Goods.

(b) The Purchasers shall make payment net cash thirty days from the date of the invoice of the Goods save that in the case of Export orders payment shall be in accordance with Clause 16. The Purchasers shall be liable for any bank charges incurred by the Purchasers' or the Seller's bank and the Goods shall not be released for any payments received with shared bank charges until the Purchasers pay these charges in full.

(c) Where Goods are to be delivered by instalments payment for each instalment shall be a condition of delivery of subsequent instalments.

(d) Time of payment shall be of the essence and if any amount shall not be paid on the due date the Purchasers shall pay to the Seller on demand interest that is three times higher than the actual lending rate such interest to accrue from day to day and to run after as well as before any judgement. A lump sum compensation for recovery costs, amounting to 40 euros will be due, automatically and without prior notice by the Buyer in case of late payment. The Seller reserves the right to ask the Purchaser for additional compensation if the recovery costs actually incurred exceed this amount, upon presentation of receipts.

## 4. DELIVERY

(a) Any delivery date specified by the Seller is an estimate only and is not of the essence of the contract and the Seller accepts no responsibility for delay howsoever caused.

(b) The following freight costs apply:

### Distribution:

- If order value is less than 500 €, transport costs of 20 € apply.
- If the order value is less than 150 €, extra administrative costs of 10 € apply.
- Fees for order cancellation may apply: 10% of the order value invoiced if acknowledgment sent or 25% of the order value invoiced if the order has been dispatched.
- Standard delivery: Delivery time of 5 to 10 working days if products are available for delivery on a platform or in a agency.
- Premium delivery: priority preparation and 24-hour express delivery (except weekends and bank holidays), excluding export: € 25 excluding VAT for any order placed before noon. Subject to product availability and the workload of our logistics department.
- Premium PLUS delivery: priority preparation and express delivery 24 hours before 1pm (except weekends and public holidays), excluding export: € 50 € excluding VAT additional costs applicable for any order placed before noon. Subject to product availability and the workload of our logistics department.

### Contractor:

- If order value is less than 350 €, transport costs of 20 € apply.
- Fees for order cancellation may apply: 10% of the order value invoiced if acknowledgment sent or 25% of the order value invoiced if the order has been dispatched.
- Standard delivery: Delivery time 48-72 hours if standard products are available.
- Premium delivery: priority preparation and 24-hour express delivery (except weekends and bank holidays), excluding export: € 25 excluding VAT for any order placed before noon. Subject to product availability and the workload of our logistics department.
- Premium PLUS delivery: priority preparation and express delivery 24 hours before 1pm (except weekends and public holidays), excluding export: € 50 € excluding VAT additional costs applicable for any order placed before noon. Subject to product availability and the workload of our logistics department.

### OEM:

- If order value is less than 500 €, transport costs of 20 € apply.
- If order value is less than 150 €, administrative costs of 10 € apply.
- Fees for order cancellation may apply: 10% of the order value invoiced if acknowledgment sent or 25% of the order value invoiced if the order has been dispatched. This condition only applies to standard products in the Gripple Product Guide. No cancellations are possible on specific products (specific products and packaging).
- Standard delivery: Delivery time 48-72 hours if standard products are available.
- Premium delivery: priority preparation and 24-hour express delivery (except weekends and bank holidays), excluding export: € 25 excluding VAT for any order placed before noon. Subject to product availability and the workload of our logistics department.
- Premium PLUS delivery: priority preparation and express delivery 24 hours before 1pm (except weekends and public holidays), excluding export: € 50 € excluding VAT additional costs applicable for any order placed before noon. Subject to product availability and the workload of our logistics department.
- Lead time for specific products and packaging: please contact us.

(c) If the performance of any of the Seller's obligations shall be prevented, hindered or interfered with by any cause or reason beyond the control of the Seller, then the Seller shall have the option to suspend or cancel any obligation on their part then unperformed.

(d) If any account of the Purchasers is overdue for payment or the Purchasers become bankrupt or (being a company) go into liquidation or suffer a receiver to be appointed to make an assignment or arrangement for the benefit of creditors or default in any obligation to the Seller or cease or threaten to cease to trade or in the Sellers' absolute opinion serious doubts arise as to the Purchasers' solvency the Seller is entitled without prejudice to their other rights to suspend the performance of any of their obligations to the Purchasers or (whether or not notice of suspension has been given) to cancel such performance and treat the contract as discharged.

(e) The Seller shall be responsible for the delivery of the Goods (other than those governed by sub-clause (e) hereof) to the Purchasers' site but the cost of such delivery shall be charged to the Purchasers on all contracts for Goods where the aggregate price is under the minimum amount specified in the Sellers' price list as amended from time to time. The Purchasers shall off-load the Goods promptly on their arrival at site and shall provide and bear the cost of clear access to and at the point of delivery together with the means of off-loading.

(f) In the case of Export orders the Seller shall be responsible for the cost of delivery FCA (Incoterm 2020). For orders in the European Union, unless otherwise agreed our products are sold DAP and delivered to the address stipulated in the order.

(g) If the Purchasers shall fail to take delivery of any Goods the Seller may at their option but without prejudice to any other rights or remedies they may have, sell the goods for the account of the Purchasers and the Purchasers shall be liable for all costs and expenses incurred by the Seller and the difference between the proceeds of sale and the price of the goods hereunder.

(h) The Seller is entitled to make delivery by instalments.

## 5. ACCEPTANCE

The Purchasers shall inspect all Goods immediately upon delivery and shall notify the Seller of any matter or thing by reason of which they may allege that the Goods are not in accordance with the contract. If the Purchasers shall fail to give such notice it shall conclusively be deemed that the Goods are as to quantity, number, weight, volume and in all respects in accordance with the contract and that the Purchasers have accepted them and the Purchasers shall have no right to reject the Goods but shall be bound to pay for the same accordingly.

## 6. RISK AND TITLE

(a) The risk in the goods shall pass from the Seller to the Purchasers upon delivery of such goods to the Purchasers, or into custody on the Purchasers' behalf (whichever is the sooner). The Purchasers should therefore insure goods.

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(b) Notwithstanding delivery and the passing of risk in the goods, title and property in the goods, including full legal and beneficial ownership shall not pass to the Purchasers until the Seller has received in cash or cleared funds payment in full for all goods delivered to the Purchasers under this and all other contracts between the Seller and the Purchasers for which payment of the full price of the goods thereunder has not been paid. Until such full payment the Purchasers shall keep the goods for the Seller in the capacity of bailee and shall store the Goods in such a way that they are clearly the property of the Seller and shall deal with the goods as directed by the Seller. If the Purchasers make default in payment or if for any other reason the Seller treats this contract as discharged the Seller may repossess the Goods and the Purchasers hereby irrevocably licence the Seller to enter into the Purchasers premises for the purpose of such repossession.

(c) Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the Seller and the Purchasers under which the goods were delivered.

(d) Until the Purchasers have paid the Seller in full for all of the Goods and all other goods, the subject of any other contract with the Seller, the Purchasers are licensed to sell the goods to any bona fide third party at the best obtainable price on condition that the Purchasers shall place and keep intact and identifiable the entire proceeds of sale in a separate bank account. If the Purchasers make default in payment or if for any other reason the Seller treats this contract as discharged, the Seller shall be entitled to trace into such proceeds for the amount owing to them by the Purchasers in respect of the Goods and all other goods the subject of any other contract with the Seller.

## 7. GUARANTEE AND LIABILITY

(a) The Seller accepts liability for any death or personal injury caused by the negligence of the Seller or the Sellers' employees acting in the course of their employment and the provisions of sub-clauses (d) and (e) hereof shall not apply to any such liability.

(b) Goods sold by the Seller are guaranteed against defective materials or faulty workmanship but only to the extent that any Goods (other than Services) or any part thereof are returned to the Seller and upon examination by the Seller found to have been defective at the time of despatch will be repaired or replaced by the Seller at their option free of charge provided that and as a condition of such guarantee the Purchasers :

(i) have complied with their obligations hereunder and in particular have made Payment in full for the Goods.

(ii) have not carried out any repair, alteration process, operation or treatment to the Goods without the Sellers' written consent.

(iii) notify the Seller in writing of such defect or fault within a period of 3 months from the date of delivery.

(c) To the extent that the Seller undertakes responsibility for the delivery of the goods, their liability for damage to the Goods in transit or for non-delivery of the Goods arising from any act neglect or default of the Seller or the Sellers' employees or independent contractors or howsoever arising or caused shall be extinguished if the Purchasers do not notify the Seller and the Carrier of any such claim within 7 days of delivery in the case of damage in transit or within 14 days from the date of the Sellers' advice note or invoice in the case of non-delivery.

(d) Subject to the foregoing provisions of this Clause the Seller shall have no liability to the Purchasers for any death or personal injury or loss of or damage to the Goods (including loss or damage in transit or non-delivery) or other property or any other loss damage delay or liability whatsoever (including consequential loss or damage) arising from any act neglect or default of the Seller or the Sellers' employees or independent contractors or howsoever arising or caused.

(e) All liabilities of the Seller to the Purchasers determined by a court of law as not having been excluded hereunder shall be limited in total to the total price of the Goods as shown on the Sellers' invoice.

(f) The Purchasers shall indemnify the Seller against :

(i) any death injury damage or loss which may be caused to the Seller or the Sellers' employees or independent contractors or their respective property in connection with the delivery of goods on the Purchasers' site whether the same arises from any act neglect or default of the Purchasers or the Purchasers' employees or independent contractors or howsoever arising or caused; and

(ii) any liability hereunder and all claims actions or proceedings brought against the Seller or the Sellers' employees in relation to the Goods or in any way connected herewith whether such claim action or legal proceedings arise from or as a result of the negligence of the Seller or the Seller's employees or independent contractors or howsoever arising or caused.

(g) The Purchasers shall be responsible for the goods being suitable in every way for the purpose for which they intend to use them and no warranty condition or representation is given by the Seller as to the fitness of the Goods for any particular purpose.

(h) The Purchasers should insure against any risk not accepted by the Seller hereunder and particularly ensure that such policy covers any additional value in excess of that referred to in sub-clause (e) hereof.

(i) The Sellers' prices are based on the assumption that their liabilities are as set out in this Clause and accordingly the guarantee given in sub-clause (b) hereof is not assignable and together with the other liabilities accepted hereunder is given in lieu of and to the express exclusion of all other guarantees, conditions, warranties, representations and descriptions whether express or implied in any manner save where and to the extent that the law prohibits the exclusion or restriction of such liability.

(j) Subject to sub-clause (k) hereof where the Purchasers "deal as a consumer" in relation to the Seller as defined by the Unfair Contract Terms Act 1977 (or any statutory modification or re-enactment thereof) sub-clauses (c) to (i) hereof shall not apply.

(k) Sub-clauses (a) (b) (c) (i) and (j) hereof shall not apply to Contracts with Purchasers situated outside the EU or with Purchasers in respect of whom the Unfair Contract Terms Act 1977 (or any statutory modification or re-enactment thereof) does not apply.

## 8. SPECIFICATIONS

The Seller reserves the right to supply Goods which may not correspond exactly with the designs, sizes, weights, specifications or other particulars given.

## 9. INTELLECTUAL PROPERTY

The Purchasers acknowledge that the Seller owns registered and unregistered rights in the GRIPPLE trade mark and all other Intellectual Property in the Goods and marketing materials supplied in connection with the Goods. The Purchasers shall use the GRIPPLE trade mark in accordance with any brand guidelines issued by the Seller from time to time. The Purchasers shall not acquire any rights in or seek to use or register any identical or similar trade mark or domain name incorporating GRIPPLE and shall not acquire or seek to acquire any other Intellectual Property in the Goods.

## 10. WAIVER

Failure by the Seller at any time to enforce any of the provisions of these General Conditions shall not be construed as waiver by the Seller of such provisions or in any way affect the validity of these General Conditions.

## 11. ASSIGNABILITY AND SUB-CONTRACTING

(a) This contract may not be assigned or transferred by the Purchasers without the prior written consent of the Seller.

(b) The Seller may sub-contract any of their obligations under the Contract.

## 12. NOTICE

Any notice required to be served hereunder must be served in writing by registered post to the registered office or principal place of business of the party to be served.

## 13. HEADINGS

Headings are for ease of reference only and do not form a part of these General Conditions nor shall they govern the interpretation thereof.

## 14. LAW AND MONEY OF ACCOUNT

These General Conditions and any contracts to which they apply and the interpretation thereof shall be governed in all respects by the Law of France the venue for proceedings shall be in France. The money of accounts shall be Euro.

## 15. THIRD PARTIES

No person other than a party to this agreement shall have any rights to enforce any term of this agreement.

## 16. AGREEMENT

I/We the Purchasers have noted and accept all the General Conditions of Sale, in particular the items relating to the terms of payment (30 DAYS FROM INVOICE DATE) and retention of title and property in all goods supplied until all monies outstanding under any sale contract have been received by you the Seller by way of cleared funds.