

## GENERAL TERMS AND CONDITIONS OF SALE

Version of 1 January 2021

- This document replaces any previous version -

### 1. SUBJECT AND SCOPE

These General Terms and Conditions of Sale apply to all sales of products, service supplies, sales or provisions of equipment (hereinafter the "Products") by Concord Textile SAS (hereinafter "CONCORD") to customers outside of France and shall prevail – unless exceptionally agreed otherwise – over any conflicting provisions, including any conditions of purchase or other provisions stipulated, for example, in the purchase order of the Customer (the "Customer"). All orders imply acceptance by the Customer and his/her full agreement to these General Terms and Conditions of Sale. Any documents other than these General Terms and Conditions of Sale, including catalogues, brochures, advertisements, notices, are merely for informative and guidance purposes and are non-binding. These General Terms and Conditions of Sale are disclosed to any potential Customer who may request them in order to place an order with CONCORD. The fact that CONCORD does not invoke any of the General Terms and Conditions of Sale herein, at any given moment, shall not be interpreted as a renunciation of its right to invoke them later on.

### 2. PRODUCT ORDERS

CONCORD's offer must be accepted within three (3) months of its receipt, failing which the offer shall be deemed cancelled and not done. Orders shall become final only after written confirmation by CONCORD.

### 3. PRODUCT DELIVERY

3.1 CONCORD will process the order as soon as possible. However, the delivery dates mentioned on the quotes are not mandatory dates. When circumstances do not allow CONCORD to meet agreed delivery dates, CONCORD may communicate appropriate conditions to the customer at any time. If CONCORD does not meet the agreed delivery dates, the Customer does not acquire any right to compensation, suspension of penalties payments, interest or the dissolution of the contract.

3.2 In the event that a Product ordered becomes unavailable, Customer shall be informed thereof by CONCORD as soon as possible. The order cancellation and any refund shall then be carried out for this Product, whereas the rest of the order shall remain final and intact.

3.3 For orders with multiple products, in order to avoid any delivery delays, CONCORD expressly reserves the right to deliver the products in instalments; any delay or failure with a partial delivery shall under no circumstances exempt the Customer from its obligation to accept and pay for the other partial deliveries.

3.4 Unless otherwise agreed in writing Products are sold Ex Works (2010 Incoterm rules) for shipments outside France. Upon request by the Customer CONCORD shall organise the transportation of the Products to the place agreed by the parties under the order. All operations tied to unloading and unpacking at the Customer's site shall be performed and paid for by the Customer under its responsibility. CONCORD shall not be held liable for any damages of any kind whatsoever occurring during these operations. In any event, the risk of loss or damage to Products ordered is transferred upon delivery of the Products to the Customer by the carrier, at the agreed delivery location, before unloading the Products.

3.5 The Customer shall notify any disputes – including disputes relating to damage or partial loss of the Products – in the form of a reservation to both the carrier and to CONCORD upon receipt of the Products and within a maximum of three days from the date of delivery or supply of the Products.

3.6 In the event of a failed delivery or supply, the Customer must submit a written claim to CONCORD within three (3) days of receiving the Products. Failing that, CONCORD shall not incur any liability to the Customer in this regard.

### 4. WARRANTY

4.1 For the Products sold, CONCORD shall commit to provide Products that comply with the specifications appearing in the sales proposals and provisions of these Terms and Conditions, excluding any other requirement or provision not expressly accepted by CONCORD. If a non-compliant Product is delivered, the Customer may only request the replacement of the Product delivered.

4.2 Without prejudice to the provisions set out in the paragraph "Product Delivery", in the event of visible defects, including defects or non-conformity, or missing items, any claim relating to the Products delivered shall only be accepted by CONCORD if made in writing within three (3) days of receiving the Products. Similarly, in the event of non-visible defects or non-conformity, the Customer is required to inform CONCORD thereof in writing within three (3) days of discovering said defects. In both cases, the document sent by the Customer must take the form of a registered letter with acknowledgement of receipt, attaching all evidence proving the actual existence of the defect or non-compliance.

### 5. WARRANTY FOR EQUIPMENT SOLD

5.1 For equipment sold or supplied, CONCORD ensures that the equipment is functional for the intended use. The equipment is warranted against manufacturing and material defects. This warranty covers the equipment for a period of one (1) year from when the equipment is supplied, but in any event shall not be claimed by the Customer more than fifteen (15) days after discovering the defect.

5.2 CONCORD shall commit to replace any equipment parts which are found to be defective during the warranty period. Equipment requiring extensive repair shall be returned to CONCORD or repaired by a third party provided CONCORD has given its explicit agreement (third party and quote). Any costs incurred by a third party shall only be reimbursed to the Customer following the repair. The repair or replacement of parts during the warranty period shall in no way extend the initial warranty term. The warranty offered to the Customer by CONCORD is expressly limited to the provisions of this Article.

5.3 CONCORD shall not be required to warrant the equipment in the following cases: i) a failure to comply with the equipment's conditions of storage, use or operation established by CONCORD or the relevant manufacturer; ii) or failure to ensure monitoring and maintenance; iii) use of the equipment in a way other than that established in the order, where applicable, or other than CONCORD could reasonably envisage based on the information it receives from the Customer; iv) a modification or repair of the equipment by the Customer or a third party without CONCORD's prior written consent; v) a defect resulting from materials or equipment provided by the Customer vi) a visible defect at the time of delivery or that a normal examination at the time of delivery should have made evident; vii) a defect resulting from the assembly or set-up of the equipment by the Customer; viii) incidents involving fortuitous events or force majeure; ix) resale of the equipment to a third party; x) normal wear and tear associated with the age of the equipment.

5.4 For the provision of services, CONCORD is only bound by an obligation of means.

5.5 CONCORD's commitments for Products is strictly limited to the provisions of these General Terms and Conditions, excluding any other express or implied warranty.

### 6. LIABILITY

6.1 The Parties agree that CONCORD's liability for any material damage caused to the Customer by the Products or during the performance of services set out in the agreement between the Parties cannot exceed the amount (taxes excluded) collected by CONCORD over the twelve (12) months preceding the event giving rise to the damage..

6.2 In no event shall CONCORD be held liable for indirect or consequential damage, including any operating losses, or downtime and loss of production or loss of revenue or profit and loss of orders which the Customer may incur in connection with the agreement or as a result of the non-delivery of Products, any visible or non-visible defects of the Products, or their non-compliance with the order.

6.3 Moreover, in the event that irregularities are found in the installations at the Customer premises, whether these installations are the property of the customer, of CONCORD or a third party, the responsibility of CONCORD cannot be held if these anomalies are due to: i) a failure by the Customer's staff or other sub-contractors to comply with the instructions or recommendations provided by CONCORD; ii) failures by the Customer or its subcontractors in the daily controls and operations of the installations; iii) events prior to the date the agreement takes effect.

14.4 Where the Customer assigns the product transportation to CONCORD, CONCORD's liability shall not be invoked, rather than that of the carrier, even where the carrier, mode of transport and route have been selected by CONCORD.

### 7. PRODUCT PRICING AND TERMS OF PAYMENT

7.1 Product prices are given as an indication and do not include taxes and delivery charges, according to CONCORD's standard packaging.

7.2 CONCORD reserves the right to revise its prices at its discretion, particularly in view of increased costs, including (but not limited to) the cost of all products, materials, raw materials, transportation, labour and overheads, increases imposed by suppliers between the order date and the delivery date, the increase or levying of all taxes or other charges, any changes affecting the quality of the Products ordered, and any change in exchange rates affecting the economic balance of the agreement.

7.3 Unless otherwise agreed in writing invoices shall be paid within thirty days from the date of invoice issuance by CONCORD, regardless of the payment method. In the event of an error or amendment on an invoice that requires CONCORD to issue a new invoice, the invoice shall remain due on initial due date.

7.4 Failure to pay an invoice within the due date shall result in the payment of

interest on arrears set at a rate of three (3) times the rate of statutory interest per month of delay, until the effective payment of the full amounts due. Penalties for late payment shall be due without any reminder being necessary.

7.5 Moreover, the Customer shall be obliged to pay a fixed compensation of forty euro (€ 40) in recovery costs. CONCORD shall also be entitled to claim additional compensation, providing evidence, if the recovery costs exceed the amount of said fixed compensation.

7.6 In the event of non-payment on the due date or non-acceptance of a bill, CONCORD reserves the right, upon simple notification but without prior formal notice to the Customer, to terminate the order automatically and/or suspend the execution of all outstanding orders, without prejudice to any damages/interest which it may be able to claim. Similarly, after sending a formal notice, CONCORD may unilaterally draw up – or have drawn up – an inventory of its Products in the Customer's possession; the Customer hereby commits to give free access to its warehouses, storehouses or other areas for this purpose, ensuring that the Products may be identified at all times.

7.7 Any non-payment, late payment or rejected invoice shall automatically result in all credits being suspended and all outstanding claims shall become immediately due.

## 8. RETURNS

8.1 All Product returns shall be subject to an authorisation request by the Customer in writing to the CONCORD sales representative assigned to the Customer, stating the order number or Customer account number, Customer purchase order number, as well as the specific aspects of the Products being returned and quantity thereof, the specific reason for the return and the precise Customer details. Product returns shall only be accepted upon CONCORD's agreement.

8.2 Any damaged product returns must be made with CONCORD's prior written consent, and provided that the products were delivered fewer than seven (7) days earlier and are returned in their original packaging

## 9. PACKAGING DISPOSAL

9.1 The Customer shall be personally responsible for disposing of the product packaging waste in accordance with current legislation and regulations.

9.2 In any case, CONCORD shall not be pursued should the packaging waste disposal by the Customer not comply with current legislation and the regulations.

## 10. PRODUCT MANUALS

10.1 The instruction manuals shown on the notices and instructions on the packaging are for normal usage conditions.

10.2 The storage and handling conditions of the Products delivered are shown on the label on the packaging and safety data sheets which must be available to the Customer.

10.3 As a precaution, it is the Customer's responsibility to claim any of these documents which it may be missing.

## 11. TITLE RETENTION OF PRODUCTS AND EQUIPMENT SOLD

11.1 Products sold during each subsequent order shall remain CONCORD's sole and exclusive property until CONCORD has received the effective payment in full of all amounts owed in principal and interest, including the sale price plus taxes, fees and other costs or interest on arrears charged to the Customer under these General Terms and Conditions or other contractual documents.

11.2 If insolvency or asset liquidation proceedings are initiated or judicial liquidation, outstanding orders shall be automatically cancelled and CONCORD reserves the right to claim the Products that have not yet been settled.

## 12. TRANSFER OF RISKS ON THE PRODUCTS AND EQUIPMENT SOLD

For deliveries outside France the 2010 Incoterm rules shall apply.

## 13. CUSTOMER OBLIGATIONS

13.1 The success of the Customer's processes is closely tied to the Customer's strict application of the instructions and recommendations provided by CONCORD; failure by the Customer to comply with these instructions and recommendations, and lack of vigilance thereto, may cause the processes to be unsuccessful.

13.2 As such, CONCORD shall not be pursued for the Customer's failure to comply with the regulations on operating processes or due to the Customer's lack of diligence or failure to observe the requirements and recommendations provided by CONCORD.

13.3 Individuals who are properly assigned by the Customer to conduct and monitor its facilities must support and provide input to CONCORD's specialists during their interventions.

## 14. TERMS OF APPLICATION

CONCORD shall inform the Customer in writing of any company that may replace it for the enforcement of the General Terms and Conditions. In its relations with any companies that could replace CONCORD, the Customer

shall behave as it would with CONCORD.

## 15. CONFIDENTIALITY

15.1 All observations, dosages and information regarding the preparation of Products, as well as CONCORD's recommendations and, in general, all information and technical or business documents from CONCORD covered under the services referred to herein, are the property of CONCORD and its subsidiaries (hereinafter collectively referred to as the "Confidential Information") and shall only be disclosed to the Customer provided that the latter understands and accepts that it is only being disclosed thereto for it to conduct its own analysis.

15.2 The Customer shall commit to respect – and ensure that its members of its staff respect – the confidentiality of all Confidential Information and not to reveal the content thereof to any individuals other than those of its business conducting the analysis.

15.3 This confidentiality obligation shall remain in force for a period of five (5) years after the end of the provision of the services covered herein.

## 16. INTELLECTUAL PROPERTY

16.1 All technical documents provided to the Customer remain CONCORD's exclusive property, being the sole owner of the intellectual property rights over said documents, and must be returned upon request.

16.2 The Customer shall make no use of documents, Products provided by CONCORD which may prejudice CONCORD's industrial or intellectual property rights, and shall agree not to disclose them to any third party.

16.3 The Customer may not use or mention CONCORD's name, company name, trademarks, logos or other names or a commercial or other nature, without its prior written consent.

16.4 Moreover, the Customer shall commit not to reuse, under penalty of legal proceedings, the empty packaging which itself constitutes a valid trademark and which remains the property of the owners, without CONCORD's express prior written consent.

## 17. PERSONAL DATA

Personal data collected by CONCORD is recorded in a computer file for managing the contractual and commercial relationship with the Customer: order processing, shipment tracking, marketing. CONCORD undertakes to collect, process, use and store the personal data collected from the customer in accordance with the provisions in force of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and the freedom of circulation of these data, entered into force on May 25, 2018 as well as the applicable French regulations on the protection of personal data. Reciprocally, the customer shall comply with the above regulations for the collection, processing, use and retention of CONCORD's personal data as well as its own customers.

## 18. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

These general terms and conditions of sale are governed by French law. Any dispute relating to their interpretation and enforcement shall be settled by the Paris Commercial Court, including in the event of multiple defendants or third party claims.

## 19. SAFETY DATA SHEETS

Prior to an order, the Customer shall consult the relevant safety data sheets and related documentation of the products that he intends to purchase. The Safety Data Sheets are available on Concord's website [www.concordtextile.com](http://www.concordtextile.com) or upon request from customer ([contact@concordtextile.com](mailto:contact@concordtextile.com), +33- (0)9- 52 55 05 40).