



GENERAL TERMS OF SALES – Rev. April 2020

1 – Scope of these General Terms of Sales

1.1 The present General Terms of Sales (the "GTS") shall apply without limitation to all commercial offers and proforma invoices issued by J. ALTHOFFER et Cie SAS (the « Seller » or « ALTHOFFER ») and to all sales made by the Seller to all OEMs and dealers or buyers (the « Clients » or the « Client ») which would like to buy the Product(s) proposed by the Seller (technical textiles for several industrial applications, equipment parts, all related services, etc...) (the « Product(s) »).

1.2 These GTS specify without limitations how orders are placed by the Clients and recorded by the Seller, payment terms, discounts, shipment, delivery of the ordered Product(s), warranties and liabilities.

1.3 These GTS are sent to any Client before each order or at latest along with the Seller's order acknowledgement and they shall in any case prevail over any other document which would be in contradiction with these GTS. They exclude any other terms and conditions, in particular those of the Client.

1.4 The Client states having read and understood the present GTS and having accepted these GTS.

1.5 These GTS might be modified by the Seller from time to time. The applicable version shall be the version in force at the date of the Client's purchase order.

1.6 The acknowledgement by the Seller of an order placed by the Client, or the signature for acceptance by the Client of an offer of the Seller, shall mean full acceptance by the Client, without limitation nor restriction, of all terms and conditions of the present GTS.

2 – Product Specifications

2.1 Main characteristics and technical specifications of the Product(s), pictures, drawings, sizes are presented into the "contact forms", technical data sheets, instructions for use and catalogues of the Seller. They are available on Sellers' web site (www.althoffer.com) or in any other form, and will be sent to the Client at his express request. The Client shall read and consult the properties of all Product(s) in order to know their main features.

2.2 Pictures, drawings and sketches which are shown on the Seller's catalogues or on his web site are not part of the commercial contract and shall not be binding the Seller. The Product(s) of the Purchase orders will be made by the Seller according to usage tolerances in terms of quality and quantity, whatever the intended use by the Client.

3 – Purchase Orders for Product(s) or Services

3.1 **Orders for Product(s)** : The acceptance and performance of commercial offers for Product(s) issued by the Seller remain subject to the Seller's available inventories of raw materials, semi-finished Product(s) or finished Product(s). Except having a price list in force, purchase orders for Product(s) shall be placed as follows:

- The Client shall ask the Seller for a commercial offer, either by E-mail at info@althoffer.com or at althoffer@althoffer.com or by phone (+33 (0)3 89 62 23 23), or by postal mail;
- Upon receipt of such demand, the Seller will issue and send his commercial offer to the Client ;
- Upon receipt of the commercial offer agreed and signed by the Client or his purchase order, the Seller will send his order acknowledgement to the Client and prepare either the shipment of ready Product(s) or the manufacturing and/or the delivery.

3.2 **Commercial offers**: Unless otherwise agreed, each commercial offer shall remain valid for a period of maximum one month starting at its date of issuance, and shall always remain subject to Seller's available inventories of raw materials, semi-finished Product(s) or finished Product(s).

3.3 **Order acknowledgment**: A sale shall be considered as fully binding for the Seller only after the issuance of the order acknowledgement by the Seller to the Client and, as the case may be, after receipt by him of the Client's advance payment relating to the order (in accordance with the terms of the commercial offer of the Seller or of his pro-forma invoice).

3.4 **Verification by the Client**: the Client shall check the accuracy of his purchase order and of the order acknowledgement. He shall notify immediately to the Seller any error, omission or discrepancies noticed by him on such documents.

3.5 The Seller reserves the right to cancel or to reject any purchase order issued by the Client with whom there is an existing litigation relating to the payment or to the performance of any previous purchase order, or in case of exceeding the authorised credit line by the client.

3.6 **Services**: On request of the Client, the Seller might propose to perform services (including without limitation cleaning, disassembly and reassembly of his Product(s), tests and analyses ...), as agreed in the specific terms of the Seller's commercial offers. The Seller shall make reasonable efforts to perform such services as specified in his commercial offer. However the Seller shall in any case be only bound by the obligation of means and not by any obligation of results. The deliverables included into the services are those defined into the commercial offer of the Seller.

3.7 **Sellers' services performed on Client's site**: Should ordered services be performed by the Seller on Client's site, it is the duty of the Client to inform the Seller sufficiently in advance about all risks, specific conditions of Sellers' intervention and/or Sellers' access to his site. It is also the Client's duty, in close contact with the Seller, to organise a safe on-site intervention for the employees of the Seller and for the potential subcontractors' employees appointed by the Seller. Prevention plan, consignment and safety of all equipment concerned by the Service(s), designation of a single contact person for the whole duration of the services ...are part of the aforementioned duty. It is the Client's duty to provide access to on-site workplace to the Seller and to the potential subcontractors' employees appointed by the Seller at the agreed date and time. Any time lost by the Seller's employees or his subcontractors employees at the Client's site will be invoiced by the Seller to the Client. Costs which have not been mentioned on the Seller's commercial offer, like the purchase of specific tools & equipment, the use of safety and protection means which are specific to the work place and to the equipment of the Client, training time and meetings required by the Client during on-site service, additional times resulting from unforeseen on-site conditions, the contingencies relating to the Client work place, etc... will be invoiced by the Seller to the Client.

4 – Prices – Pricing Policy

4.1 **Price**: The Product(s) will be supplied and invoiced at their applicable price mentioned either on the commercial offer or on the price list or on catalogues in force of the Seller at the date of the Seller's order acknowledgement of the purchase order of the Client.

4.2 Unless otherwise specified by the Seller, all prices of the Seller:

- are expressed in Euros ;
- are given without taxes and will be increased by value added tax (VAT) at the applicable rate (except for exported goods) ;
- are net prices, Ex-Works Rimbach-Zell according to Incoterms 2020 of the ICC.

4.3 **Duties and taxes, delivery costs**: Unless otherwise specified by the Seller, all duties, taxes, custom charges or any other charges to be paid according to national or international laws, regulations or treaties shall be borne by the Client and will be invoiced to him if they have been prepaid by the Seller on behalf of the Client.

4.4 **Costs of the Seller**: Any purchase order of the Client for a total amount below EUR 350€ (without taxes) might be subject to the invoicing by the Seller of the additional administrative fee of EUR 35 per purchase order.

4.5 **Price changes**: The Seller reserves the right to change his prices at any time. However, such modifications do not apply to pending orders already acknowledged by the Seller.

5 – Invoices – Terms of Payments – Delays of Payment

5.1 **Invoices**: Invoices will be issued by the Seller at the latest when the ordered Product(s) are shipped to the Client. Any invoice might also be issued after services have been provided by the Seller to the Client. The Seller reserves the right to invoice his Product(s) or Services as they are partially shipped or as the Services are partly performed. The invoices will be issued either in a paper or digital format. Any invoice which has not been rejected by the Client within 15 days from its issuance date shall be deemed to have been fully and definitively agreed and accepted by the Client.

5.2 **Down-Payment**: Unless otherwise specified on the offer, the Seller might invoice the Client with a down-payment of 30% of the orders' amount. Any down-payment, advance payment or partly paid amount of the Purchase Order by the Client remains acquired to the Seller.

5.3 **Payment terms**: Unless otherwise expressly agreed by the Seller on his offers, on his pro-forma invoices, on his order acknowledgment or on his invoices, the Client shall pay all invoices at the latest within thirty (30) days from the date of the invoice. The Seller refuses any cash discount, unless otherwise expressly agreed by the Seller.

5.4 Payments shall be made by wire transfer, cheque or letter of credit. In case of payment by cheque, any cheque shall be issued by a bank account from a bank registered and located in France.

5.5 Payments will be deemed complete and full only when the corresponding amounts have been fully received on Seller's bank account. No fees or costs for any payment made by the Client shall be charged to the Seller nor deducted from the Seller's invoice.

5.6 **Penalties for late payment**: Penalties for overdue payment shall be applied by the Seller should the Client be late in any of his payment obligations. Such penalties shall be automatically due as of the date the invoice shall become payable. Penalties are running on a stand-alone basis, without any reminder or formal notice to the Client. The annual interest rate of these penalties is equal to the French legal interest rate at the first date of delay, increased by 10 %. Further, a lump sum of 40 € per delayed invoice shall become automatically due in order to indemnify the Seller for his recovery costs. The Seller also reserves the right to receive from the Client a supplementary compensation for any additional costs incurred by the Seller, should payment(s) recovery costs be greater than the penalties and amounts claimed paid by the Seller from the Client.



5.7 Default of payment: Without prejudice to the foregoing, should the Client be in default for any of any his payment obligations or any other obligation, the Seller reserves the right:

- to terminate immediately any credit or delay granted to the Client, including any specific terms granted to the Client,
- to delay or suspend immediately and without prior notice the execution of any pending order of the Client,
- to request before any further execution of order or of further services or before any further delivery of Product(s), the immediate payment in cash or by wire transfer by the Client of any amount due or to become due, at the Seller's own choice,
- to request for immediate payment of any amount remaining due.

5.8 Compensation: The Seller might compensate the Client's debts and/or deduct his payments from any unpaid invoices, increased by any interest rate, costs, and fees for delays.

5.9 The Client shall neither delay any of his payments nor compensate any of such payments, even in case of claim against the Seller.

6 – Delivery Terms of the Product(s)

6.1 Shipping Time: Product(s) ordered by the Client will be shipped within the timeline specified on the Seller's offer, provided that the Seller has sufficient available inventories of raw materials, semi-finished Product(s) or Product(s) within its facilities. Such timeline starts as of the date the Seller acknowledges the Client's order or, as the case may be, as of the date the Seller receives the Client's down-payment or full payment on his bank account, depending on the agreement between the parties. Shipping timeline indicated on the commercial offer of the Seller or on any other document (purchase order of the Client, order acknowledgment, catalogue of the Seller ...) are given for information purpose only and are not binding upon the Seller.

6.2 Place of Shipping: Unless otherwise indicated on the offer, delivery is deemed to take place at the facility of the Seller.

7 – Product(s) Verification upon delivery – Claims

7.1 Verifications to be made by the Client: Within two (2) days following delivery of the Product(s), the Client shall perform a complete verification of the Product(s) in order to check the Product(s)' packaging, conformity, quality and quantities. Any non-conformity, damage on the Product(s) or its/their packaging, or any missing quantity shall be communicated immediately to the Seller by e-mail, and in any case not later than 2 days following the delivery date. Further, in case of problem found by the Client upon delivery, the Client shall make a claim to the carrier of the delivered Product(s) on the delivery slip.

7.2 Verification deadline: The Product(s) shall be deemed fully accepted if the Client does not send any written claim to the Seller within two (2) days from its delivery, or within two (2) days following discovery of any hidden defect. No claim will be accepted by the Seller concerning defects, non-conformity, lacks, missing quantities that a normal verification should have revealed or should the verification by the Client have been improperly performed within the two (2) days period.

In any case, no claim will be received nor accepted by the Seller after a period of twelve (12) months following the invoicing date of the Product(s).

7.3 Reception of services: Should services be performed by the Seller, the Client shall acknowledge the performance of such services once they are done. Services are deemed to be performed in conformity to the order when the Client signs the slip of receipt of service issued by the Seller. Should reservations be opposed by the Client on the receipt slip, services will however be deemed delivered and accepted, and the Seller will do his best efforts to lift such reservations without undue delay, in accordance with the new agenda scheduled with the Client.

7.4 In case of written claim of the Client, the latter shall send back to the Seller without undue delay any and all Product(s) concerned by the claim in order to allow the Seller to check and analyse the Product(s).

8 – Transfer of Risks

8.1 The Risks linked to shipment of the Product(s) will pass from the Seller to the Client in accordance with the agreed Incoterm (Incoterms 2020 of the I.C.C.), as defined on the Seller's offer, on his orders' acknowledgement and on his invoice. Otherwise the transfer of risks of the Product(s) shall take place at the Seller's facility.

8.2 When the carrier has been selected by the Client, the transfer of risks shall take place at the latest when the ordered Product(s) is/are transferred by Seller to such carrier of the Client, whatever the applicable Incoterm. In this case Product(s) will therefore travel at the sole risks of the Client.

9 – Transfer of Ownership

The transfer of ownership of the Product(s) from the Seller to the Client shall only take place when the Seller has received full payment of the price on his bank account, whatever the date of delivery of the Product(s). As a consequence, the Seller reserves the property and ownership of the Product(s) until full payment of their price, including when the Product(s) is/are already within the control and/or premises of the Client. Any terms which could be in contradiction to the present terms shall be inapplicable to the Seller.

10 – Notices - Information of the parties

10.1 Notices: The Client shall read all "contact forms", technical specifications, instructions of use, technical files and documentation of the Seller concerning the Product(s) before using them. The Client shall find out the potential risks and dangers relating to inadequate use of the Product(s). The Client and his end-user(s) shall use any Product with due care, in conformity with its technical specifications, instructions of use and the guidelines of the Seller, including the local regulations and laws in force in the state and country where the Product is used. The Client shall train his employees or those of his end-user(s) to the use of the Product(s) and have them reading the Product(s)' operational instructions and technical files. The Client or his end-user(s) shall not modify the Product(s) and shall have the same undertaking from his employees and those of his end-user(s). In case of doubt about the Product(s) or any use of the Product(s), the Client shall contact the Seller.

10.2 Use of the Product(s): It is the Client's duty to verify that the Product(s) fulfils his need(s) or those of his end-user(s), and to select each Product in accordance to his own need(s) and application(s), such need(s) to be discussed by the Client with the Seller. The Client shall clearly and precisely inform the Seller of any specific constraints concerning the application(s) of the Product(s) he wants to buy. The Seller shall incur no liability should the Product(s) selected and purchased by the Client not meets his needs.

10.3 Care and Maintenance: The Client or his end-user(s) shall maintain all Product(s) in good conditions. He shall regularly and under his responsibility do all cleaning, care and maintenance operations according to the maintenance and operational instructions of the Seller. The Client shall immediately inform the Seller of any defects found by him on the Product(s).

10.4 Repair: All costs incurred by the Client to repair the Product(s) following a lack of cleaning, of care, of maintenance or of improper use by the Client or by his end-user(s) or by their respective employees shall be solely borne by the Client.

10.5 Advice: Any advice, recommendation, descriptions or use instructions of the Product(s) issued by the Seller are given to the Client in good faith, on the basis of the Seller's knowledge and experience, but for information purpose only, without any responsibility or liability of the Seller.

11 – Seller's liability - Warranty

11.1 The Seller warrants that the Product(s) are in conformity with their technical specifications. The Product(s) is/are suitable for professional application(s). Product(s) is/are subject to the following warranties without additional payment:

- legal warranty against non-conformity according to French laws, for Product(s) which are apparently defective, damaged or which do not match the purchase order,
- legal warranty against hidden defects according to French laws resulting from a defect in the material, in manufacturing, design and making the Product(s) not suitable for their mentioned application(s)

11.2 In order to reserve his rights, the Client shall inform the Seller in writing of any non-conformity of the Product(s) within the following timeline:

- within two (2) days following delivery of the Product(s) for apparent defects in the packaging and/or in the Product(s), or for any missing quantity, or for any obvious non-conformity;
- within two (2) days following discovery of the defect for hidden defect in the Product(s).

In case of defect duly notified by the Client to the Seller within this two (2) days period, the Client shall return to the Seller the defective Product(s) as they are and with all relating pieces (accessory Product(s), packaging, documentation ...). In any case, no claim can be made by the Client to the Seller after a period of twelve (12) months following the invoicing date of the Product(s). No claim from any third party is admissible.

11.3 According to Sellers' expertise, the Seller shall reimburse, replace or repair the Product(s) which is/are under warranty and which is/are held non-conforming or defective by the Seller.

11.4 Liability exclusions of the Seller: The liability of the Seller is expressly excluded:

- in case of breach by the Client of the local laws and regulations where the Product(s) are used. The client needs to make sure that the Product(s) of the Seller fulfils the rules and the regulations of the state or of the country of destination and of use (if different) before purchasing,
- in case of use of the Product(s) by the Client or his end-user(s) which is not in conformity with the Seller's recommendations, technical specifications, operating manuals and documentation;
- in case of misuse of the Product(s) by the Client or his end-user(s) or of a defective assembly of the Product(s) by the Client or by his end-user(s) ;
- in case of unappropriated cleaning or maintenance of the Product(s) from the Client or his end-user(s), including wear and tears, natural wear over time, accident or force majeure event.



THE SELLER SHALL NEVER BE HELD LIABLE FOR ANY OPERATING LOSSES OR LOSS OF PRODUCTIVITY AND/OR FOR ANY INDIRECT OR INCIDENTAL DAMAGES, WHETHER DIRECT OR INDIRECTS, TO THE CLIENT OR TO ANY THIRD PARTY, AND RESULTING FROM THE PRODUCT(S) OR FROM ANY NON-CONFORMITY OF THE PRODUCT(S). AS A CONSEQUENCE, THE CLIENT DISCLAIMS ANY ACTION OR DEMAND AGAINST THE SELLER AND HIS INSURERS OR HIS BROCKERS. THE CLIENT SHALL OBTAIN THE SAME DISCLAIMER FROM HIS OWN CUSTOMERS, END-USER(S) AND THEIR INSURERS.

11.5 Liability limitations of the Seller: THE WARRANTY AND LIABILITY OF THE SELLER IS IN ANY CASE LIMITED TO THE REMPLACEMENT OR THE REIMBOURSEMENT OF HIS NON-CONFORMING OR DEFECTIVE PRODUCT(S) OR AFFECTED BY A DEFECT. FURTHER, THE LIABILITY OF THE SELLER IN CONNECTION WITH ANY COMMERCIAL OFFER OR ANY PURCHASE ORDER SHALL BE IN ANY CASE LIMITED TO THE AMOUNT OF SUCH OFFER OR ORDER. The reimbursement or replacement or repair of the Product(s) which are held by the Seller as being defective or non-conforming (according to Seller's expertise) will be made without undue delay and not later than sixty (60) days following the acknowledgment by the Seller of such defect or non-conformity (except the non-reception of the Product(s) by the Seller on his facility). In case of reimbursement, the Seller shall establish a credit note applicable to any future orders of the Client.

12 - Confidentiality

12.1 Any and all information supplied by the Seller to the Client and relating to his Product(s), ideas, processes, specifications, documents, and all samples of the Seller, including his know-how, commercial offers, intellectual property and all related information, documents and data (the "Information") shall be kept by the Client as confidential information belonging to the Seller. Such Information shall not be communicated by the Client to any third parties without the prior written approval of the Seller. This undertaking shall however not apply to public information or to information which is clearly to be provided to the public by the Seller, like for example information available to the public on the Seller's Web Site.

12.2 The present confidentiality undertaking of the Client shall stay into force during the whole duration of the concerned order or contract, and for a period of 5 years after the end of such order or contract. Such Information shall only be used by the Client for the purpose of the concerned purchase order and for the use / application of the Product(s).

13 – Intellectual Property

13.1 The Seller is the sole owner of all his intellectual property rights and of copy rights of all his documents. The Seller's Property covers for instance (patents, trademarks, drawings & sketches, notices, technical data sheets, studies, designs, prototypes...) concerning his Product(s), activities or his business, whether they have been made specifically at the request of the Client or not.

13.2 The Product(s) have been developed by the Seller, whether they have been protected (for instance with copy right or trademarks) or patented. Therefore the Client shall not copy, reproduce, or make use of trademarks of the Seller or make any reverse engineering of the Seller's Product(s), drawings, designs, samples, pictures, presentations, studies, prototypes, etc, without the prior written approval of the Seller and against an adequate financial compensation.

14 – Personal Data - Privacy

14.1 Client's data: The Client has been informed that the collection by the Seller of some of his personal data is necessary for the good performance by the Seller of his commercial relationship with him. Such data will be collected by the Seller for the sole needs of the performance of his contractual obligations. They will only be used by the Seller, and as the case may be by his suppliers, sub-contractors and partners. In case of litigation, such data might be shared with the courts and all concerned parties.

The responsible person for such data within the Seller can be reached by email (info@althoffer.com) or at the address of the Seller indicated in section 20 below. Unless the Client gives his express approval, his personal data will not be used by the Seller for any other purpose. Unless otherwise stipulated, the Seller will keep and store such personal data for a period of maximum 5 years starting at the end of the contractual relationship. The Client has the right to have access to, to rectify, delete, limit and oppose to the treatment of his personal data collected by the Seller by sending an email to info@althoffer.com. This right, unless it does not oppose to the above-mentioned purpose of the treatment, can be exercised through a written demand sent by letter or e-mail to the Seller. The response time is of maximum one month. Any refusal shall be explained and in case of refusal the Client can make a demand to the CNIL (3 place de Fontenoy, 75334 PARIS France) or any competent authority.

14.2 Data supplied by the Client: Should the Seller receive and treat personal data supplied by the Client, the Client warrants to the Seller that he respects the terms and conditions of the "GDPR" (European Regulation Nr.2016/679 on the protection of personal data).

14.3 Seller's data: Should the Client have directly or indirectly access to personal data of the Seller, or should the Client collect such data of the Seller, the Client warrants to the Seller that he respects the terms and conditions of the "GDPR" (European Regulation Nr.2016/679 on the protection of personal data).

15 – Hardship

In case of material changes or shortages to the circumstances existing when the contract was signed between the parties (including without limitation, price increase of raw materials, of energy, of wages ...), the Party who has not accepted to assume such a risk of performance that would exceed non-reasonable and unforeseeable costs has the right to ask the other party for a renegotiation of the contract. However, if such changes to these unforeseeable circumstances would be definitive or would last for a period of more than two months, the contract would be simply cancelled.

16 – Force majeure

The Parties shall not be held liable if the non-performance of their contract or obligations, or in case of delay in such performance, if this is caused by an event of force majeure, as described in article 1218 of the French civil code (*Code civil*). Are without limitation considered as force majeure events by the parties the following events, even if they do not meet all conditions of article 1218 of the French civil code (*Code civil*): fires, storms, hurricanes, floods, unavailability of transportation means, unavailability of internal or external IT means or inaccessibility to external networks like internet, strikes and social movements of all kinds, machinery breakdowns, a raw materials or energy supply shortage, machine parts or components supply shortage, epidemics or pandemics (local or worldwide) which would prevent the parties to perform their contractual obligations.

17 – Contract termination

In case of non-performance of any obligation arising from the present GTS incumbent to the other party, the victim party of the failure might notify the failing party by registered letter with acknowledgment of receipt, the faulty resolution hereof, 30 days after receipt of a notice to execute remained unsuccessful, in application to article 1224 of French Civil Code.

18 – Applicable Law - Litigation

18.1 Applicable law: It is expressly agreed between the Parties that the present GTS and all related sales or services shall be exclusively subject to the French Laws.

18.2 Litigations: For any claim or litigation between the Parties in connection with the Product(s) or these GTS, including without limitation their validity, execution, performance, interpretation or termination, the Parties shall make good faith efforts to try to find an amicable settlement between them within a short period of time. It is expressly agreed between the Parties that if it appears impossible to find such an amicable settlement within a short period of time, and in any case within a period of one month after the receipt by one Party of the written claim of the other Party, the claim or action will be exclusively brought in front of the Courts of COLMAR, France, which will have sole and exclusive jurisdiction. The Seller also reserves the right to go in front of any other jurisdiction located at the place of business of the Client.

18.3 Language: These GTS have been translated into English. The sole French version shall prevail in case of discrepancies, contradictions, translation issues or litigations.

19 – Final Terms

19.1 Non-waiver: It is understood and agreed between the parties that no failure or delay by a party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder

19.2 Assignment Agreement: The Client shall not assign or transfer any right nor any obligation resulting from these GTS without the prior written approval of the Seller.

19.3 Divisibility: Should any terms or conditions of the present GTS be held invalid or be cancelled, whatever the reasons, the remaining GTS shall remain in force and effect. In such a case, the parties shall, if possible, replace the invalid terms or conditions by new terms corresponding to the spirit of the present GTS.

19.4 Information: The Client acknowledges having received the present GTS before he sent any purchase order to the Seller and/or before concluding any contract with the Seller. The Client recognizes that the present GTS are clear or that they have been clarified before ordering.

20 – Contact details of the Seller

J. ALTHOFFER & CIE SAS
4 route de Rimbach
BP 90087 RIMBACH ZELL
68502 GUEBWILLER Cedex France
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SAS with a capital of 162 740 €, registered at the RCS of COLMAR under number 915 620 355
VAT intra-com number : FR 42 915 620 355
Email address : info@althoffer.com or althoffer@althoffer.com
Web Site : www.althoffer.com