



# Terms of Sales

## 1. General

### 1.1 Professional uses

These general business conditions have been formalized by Compose It. They codify the practices of the profession in its relations with its clients. They comply with the rules of contract law and competition law.

### 1.2 Champ d'application

These general business conditions concern the activities of pressure tank supplies and ancillary, related and associated activities. They apply to pre-contractual and contractual relations between the client company hereinafter referred to as "the Client" and the supplier company, hereinafter referred to as "the Supplier".

### 1.3 Conditions d'application

Any order implies acceptance of the Supplier's offer and these general conditions. Any deviation from these must have been the subject of prior written agreement from the Supplier. These general conditions prevail over all other general conditions, purchase or execution of work of the Client. In the event of cancellation of a provision of the contract or of these general conditions, resulting from a judicial or administrative decision, the validity of the other provisions will not be affected.

The fact of one of the parties not availing itself or not requiring the implementation of a right provided for by these general conditions will not be interpreted as a modification of the contract or as a waiver, even tacit, of the possibility to avail themselves of this right in the future or to demand its implementation.

Modifications and exemptions to these general conditions only apply to the order in question, without the customer being able to take advantage of them for other orders.

### 1.4 Legal qualification

These general conditions are governed by sales law when they apply to the Supply of catalog or standard products.

### 1.5 Engagements

The Customer is deemed to be validly bound by the acts carried out by the members of its staff, its agents or representatives and by the documents they issue or sign, the Supplier not being required to verify the powers of commitment or signature granted to them.

## 2 Contractual documents

Are an integral part of the contract, and in descending order of priority:

- The order formally accepted, in particular by acknowledgment of receipt or order confirmation as well as the special conditions agreed by both parties,
- The Supplier's technical and commercial offers,
- These general conditions,
- The Supplier's documents supplementing these general conditions,
- The delivery note,
- The bill.

Do not form part of the contract: documents, catalogs, advertisements, prices not expressly mentioned in the special conditions.

## 3 Orders

### 3.1 Prerequisite

The offers are based on the economic and industrial conditions existing at the time of their establishment. An offer is only considered firm if it has a validity period.

### 3.2 Handover and acceptance

The contract is only formed subject to express and written acceptance of the order by the Supplier. Acceptance of the order by the Supplier implies that the Customer has accepted the Supplier's offer.

### 3.3 Modification

Any modification of the order or contract requested by the Customer is subject to the express and prior acceptance of the Supplier.

### 3.4 Cancellation

The order expresses the Customer's consent in an irrevocable manner; it cannot therefore cancel it, unless express and prior agreement is obtained from the Supplier. In this case, the Customer will compensate the Supplier for all direct and indirect consequences resulting therefrom and in particular the costs incurred in terms of specific equipment, study costs, labor and supply expenses, tools. In any event, payments already paid will remain with the Supplier.

## 4 Definition of Supplies and Supplements

### 4.1 Scope

The Supply is defined by the technical and commercial offer of the Supplier and in particular by the quote. This is established from the data, specifications and plans which will have been transmitted by the Client or his agent or his representative, for the quotation, and which are deemed accurate, taking into account its professional quality. Any error, omission, imprecision or subsequent modification of these data and documents, to the extent that it may have an effect on the conditions of the initial quote, authorizes the Supplier to readjust the conditions, particularly in terms of price and deadlines. The Customer undertakes to inform the Supplier, as soon as it arises, of any fact likely to have an impact on deadlines, execution and costs. In the absence of information, the commissioning of the Supplies is carried out under the exclusive responsibility of the Customer.

### 4.2 Conditions of Additional Supplies

The Supplier may suspend the execution of any request for additional Supply if it has not been the subject of specific written orders from the Customer according to the conditions previously negotiated with the Supplier. The Supplier may invoice these additional Supplies, under the same conditions as the basic contract.

## 5 Characteristics and status of the Supplies ordered

### 5.1 Design and purpose

Supplies for which the Supplier has explicitly declared conformity are deemed to comply with the technical regulations that apply and technical standards. The Customer is responsible for their operation under the conditions of use provided for in the specifications and in accordance with the safety and environmental legislation in force at the place of operation as well as the rules of the art of his profession. The use and possible resale of the Supplies are the exclusive responsibility of the Customer, who must ensure compliance with all regulations relating to these operations. It is the Customer's responsibility to establish specifications corresponding to their technical needs and, if necessary, to ensure the suitability of the product for the intended application.

### 5.2 Packaging

Non-returnable packaging is not taken back by the Supplier. The packaging complies with the environmental regulations applicable depending on the destination of the Supplies. The Customer undertakes to dispose of the packaging in accordance with local environmental legislation.

### 5.3 Transmission of information relating to the Supplies

The Customer undertakes to transmit information useful for the implementation of the Supplies to the potential sub-purchaser. The Supplier ensures their traceability until the date of delivery or execution.

## 6 Intellectual property and confidentiality

### 6.1 Intellectual property and know-how

Notwithstanding any clause to the contrary, the Supplier does not grant the Customer any right of ownership or license of use over the patents, processes, operating procedures, methods, know-how or software used by the Supplier for the purposes of carrying out the contract. Any transfer of intellectual property rights or know-how must be the subject of a specific contract with the Supplier. The Supplier retains sole ownership and disposal of its know-how and the results of its own research and development work.

### 6.2 Confidentiality clause

The parties reciprocally undertake to a general obligation of confidentiality relating to the elements (documents on whatever media, discussion reports, plans, exchanges of computerized data, etc.) exchanged as part of the preparation and execution of the contract. However, the following are not subject to an obligation of confidentiality:

- Information that is in the public domain,
- Everything that is already lawfully known to the contractual partner before the conclusion of the contract,
- Information that has been the subject of prior written disclosure authorization from the Supplier.

These provisions do not prevent the Supplier from using its know-how and its own technology developed during the contract, in the absence of a specific agreement concluded between the parties.

### 6.3 Plans, studies, descriptions

All plans, descriptions, technical documents or quotes given to the Customer are communicated as part of a loan for use whose purpose is the evaluation and discussion of the Supplier's commercial offer or the execution of the contract. They will not be used by the Customer for other purposes. The Supplier retains all material and intellectual property rights over the documents loaned. These documents must be returned to the Supplier upon first request. Any failure to comply with this obligation will result in the payment by the Customer to the Supplier of a penalty equal to 10% of the agreed price or, failing that, the price determined in the Supplier's offer.

### 6.4 Guarantee clause in the event of counterfeiting

The Client guarantees that at the time of conclusion of the contract, the content of the plans and specifications and their implementation conditions do not use intellectual property rights or know-how held by a third party. He guarantees that he can dispose of it freely

without contravening any contractual or legal obligation. The Customer guarantees the Supplier against the direct or indirect consequences of an action for civil or criminal liability on this subject and in particular an action for counterfeiting or unfair competition.

## 7 Delivery, transport, verification and reception

### 7.1 Delivery times

The delivery time indicated when registering the order is given for information purposes only and is in no way guaranteed. Consequently, any reasonable delay in the delivery of the products cannot give rise to the benefit of the buyer:

- The award of damages;
- Cancellation of the order.

### 7.2 Conditions of delivery of Supplies

Unless otherwise agreed, delivery of the Supplies is deemed to be made in the Supplier's factories or warehouses. The transport risk is borne in full by the Customer.

Delivery is made:

- By the notice of availability,
- Or, if the contract provides for it, by delivery to a third party or to a carrier designated by the Customer,
- Or, if the contract so provides, by delivery to the Customer's factories or warehouses or a location agreed with him.

### 7.3 Transport customs insurance

In the absence of a contrary agreement, all transport, insurance, customs, handling and delivery operations are the responsibility and at the expense, risk and peril of the Customer. It is up to the Customer, even if the shipment was made free, to check the shipments on arrival and to exercise, if necessary, its recourses against the carriers, within three days by registered letter with acknowledgment of receipt in accordance with article L.133-3 of the Commercial Code, and to inform the Supplier within the same period.

### 7.4 Verification of Supplies

Upon delivery, the Customer must, at its own expense and under its responsibility, verify or have verified the conformity of the Supplies with the terms of the order.

### 7.5 Postponement, delay or interruption due to the Customer

If for reasons not attributable to the Supplier, the fulfillment of the Supplier's obligations is postponed, delayed or interrupted, the Supplier will be compensated for the costs incurred as well as all additional costs generated by the acceleration or catch-up program. In any event, the Supplier cannot be held liable for this postponement, delay or interruption.

## 8 Unforeseen and force majeure clause

### 8.1 Unforeseen clause

In the event of the occurrence of an event outside the control of the parties compromising the balance of the contract to the point of making it detrimental to one of the parties to fulfill its obligations, the parties agree to negotiate in good faith the modification of the contract in order to re-establish the initially agreed economic balance between them. The following events are targeted in particular: substantial increase in the price of raw materials, modification of customs duties or taxes, modification of exchange rates, changes in legislation.

### 8.2 Force majeure

None of the parties to this contract may be held responsible for their delay/failure to perform any of their obligations under the contract if this delay or failure is the direct or indirect effect of a force event. major such as:

- Occurrence of a natural cataclysm,
- Earthquake, storm, fire, flood, etc.,
- Conflict, war, attack, vandalism,
- Total or partial strike at suppliers or subcontractors, service providers, carriers, post offices, public services, etc.,
- Mandatory injunction from public authorities (import ban, embargo, etc.),
- Operating accidents, machine breakdown, explosion, etc.

Each party will inform the other party, without delay, of the occurrence of a case of force majeure of which it becomes aware and which, in its eyes, is likely to affect the execution of the contract. If the duration of the impediment is likely to affect the performance of the contract significantly, the parties will consult together to take appropriate measures.

## 9 Price and payment

### 9.1 Price

Unless otherwise agreed, prices are established in euros, excluding "ex-works" duties and taxes and payments are made in euros. Consequently, they will be increased by the VAT rate in force and the transport costs applicable on the day of the order. THE Supplier grants itself the right to modify its prices at any time. However, it undertakes to invoice the Supplies ordered at the prices indicated when the order is registered.

## 9.2 Deposits

Unless otherwise agreed, any order will give leads to the payment of a 30% deposit to the order, the balance to be paid within 30 days from the date of receipt of the goods by the Customer. In the event of a partial billing dispute, the Customer cannot defer payment of the undisputed part of the billing, nor the payment of other invoices due. Payment of the Supplier's invoices cannot under any circumstances be subject to prior payment of the Client's own work/sales situations by its own client. Please note that a deposit is by definition paid in cash, without payment conditions.

## 9.2 Rebates and rebates

The proposed prices include discounts and rebates that the company Compose It would be required to grant taking into account its results, its objectives or the payment by the buyer of certain services.

## 9.3 Discounts

No discount will be granted in the event of early payment, unless otherwise agreed.

## 9.4 Payment deadlines

Unless specifically agreed in writing between Compose It and the Client, the payment deadline is set at **30 days** from the invoice date. This is published on the day the Supplies are made available in the Supplier's factories or warehouses.

In the case of a first order, or a history of late payments, or for any other reason at the discretion of Compose It, payment before shipment may be requested.

Failure to meet payment deadlines is punishable by an administrative fine, set by article L441-16 of the commercial code.

The contractually agreed payment dates cannot be called into question unilaterally by the Customer under any pretext whatsoever, including in the event of a dispute.

## 9.5 Payment terms

Payment for orders is made by SEPA transfer, or by any other means agreed jointly between the company Compose It and its customer.

## 9.6 Late payment

In application of Article L 441-6 paragraph 12 of the Commercial Code amended by law n°2012-387 of March 22, 2012, any late payment becomes due automatically, from the first day following the payment date shown on the bill :

1. Late penalties. Late payment penalties will be determined by applying the refinancing rate of the European Central Bank increased by ten points.
2. A fixed compensation for recovery costs, in the amount of 40 euros. This compensation is due in accordance with a provision of the law of March 22, 2012 applicable from January 1st 2013. Its amount is set by article D 441-5 of the Commercial Code.

Under the aforementioned article L441-6, when the recovery costs incurred are greater than the amount of this fixed compensation, the supplier is also entitled to request justified additional compensation. In addition to these penalties and compensation, any failure to pay a due date results, if the Supplier so wishes, in the payment of all sums due.

The fact that the Supplier takes advantage of one or other of these provisions does not deprive it of the right to implement the retention of title clause stipulated in article 9.8.

## 9.7 Change in the Client's situation

In the event of a deterioration in the Customer's financial situation, confirmed or not by non-payment, and of such importance that the execution of its contractual obligations could be affected, delivery of the Supplies will only take place after payment of the balance of the order.

In the event of late payment, in the event of sale, transfer, pledging or contribution to a company of its business assets, or of a significant part of its assets or equipment by the Customer, the Supplier reserves the right and without notice:

- To pronounce the forfeiture of the term and consequently the immediate payment of the sums still due for whatever reason,
- To suspend any shipment, or other contractual commitments,
- To exercise a right of retention on the Supplies ordered, Related Supplies, and technical documentation
- To note, on the one hand, the termination of all current contracts and, on the other hand, to retain the tools and parts held, until the determination of possible damages compensating for the loss suffered by the Supplier.

## 9.8 Reservation of title

The Supplier retains full ownership of the Supplies covered by the contract until effective payment of the entire price in principal and accessories. Failure to pay any of the due dates may result in their claim. However, from delivery of the Supplies, the Customer assumes responsibility for any damage it may suffer or cause. The Supplier reserves the right to claim the Supplies from third parties to whom it has had them delivered.

## 10 Liability

### 10.1 Definition of Supplier liability

The Supplier's liability is strictly limited on the one hand to compliance with the Customer's specifications stipulated in the specifications and on the other hand to the rules of its art.

Indeed, the Customer, acting as a "order giver", is able, through his professional competence in his specialty, depending on the industrial means of production at his



disposal, to precisely define the Supplies according to its own industrial data or that of its customers.

In particular, Compose It cannot be held responsible for the design of the installation, its sizing, or the choice of equipment. The definition of the Supplies is the responsibility of the Customer.

## 10.2 Limits of Supplier's liability

The Supplier's liability is excluded:

- For damage resulting from materials supplied or recommended by the Customer,
- For damage resulting from a design carried out by the Client, even partially,
- For damage resulting in whole or in part from normal wear and tear of the Supplies, deterioration or accidents attributable to the Customer or a third party,
- For damage resulting from poor installation by the Customer or its own customers or service providers, in the event of non-compliance with the rules of the art or to the Supplier's recommendations,
- In the event of abnormal or atypical operation or non-compliance with the specifications, the rules of the art or the Supplier's recommendations or recommendations, or if the Customer cannot provide proof of compliant operation,
- For damage resulting from faults committed by the Client or third parties in connection with the execution of the contract,
- For damage resulting from the use by the Customer of technical documents, information or data emanating from the Customer or imposed by the latter,
- For defects and damage resulting from storage, handling, transport or use in abnormal conditions or not in conformity with the nature, requirements, suitability for use of the product,
- For damage resulting from a lack of maintenance according to the rules of the art or the specific recommendations of the Supplier,
- For any failure to comply with the Supplier's recommendations, expressed in particular in the user manuals,
- In the event of opening of security seals without the written consent of the Supplier.

The Supplier's liability will be limited to direct material damage caused to the Customer resulting from duly proven faults attributable to the Supplier in the execution of the contract. Under no circumstances will the Supplier be required to compensate for immaterial or indirect damage such as: operating losses, loss of profit, loss of opportunity, commercial damage, loss of profit.

In any event, the civil liability of the Supplier, all causes combined with the exception of bodily injury, you do or gross negligence, may not exceed the amounts and nature of the guarantees specified on the insurance certificate issued to the Client. The Customer and its

insurers waive any recourse against the Supplier as well as its insurers beyond the limits and exclusions set above.

## 10.3 DISP

For equipment subject to the PED (European directive No. 2014/68/EU of May 15, 2014), the Supplier will assume the status of Manufacturer within the meaning of this regulation, provided that it exclusively and cumulatively ensures the design, supplies and the manufacture of said pressure equipment.

## 11 Warranty

### 11.1 Warranty for tanks and accessories

The products marketed by the Supplier comply with the required technical specifications and the legislation and/or regulations and/or standards in force and are guaranteed against all manufacturing defects.

Any possible shortage, lack of conformity or hidden defect will be brought to the Supplier's attention by the Customer, in the form of written notification sent by registered letter with acknowledgment of receipt within five working days following delivery or discovery of the hidden defect. In the event of a missing item, lack of conformity or hidden defect, the Supplier's guarantee is limited to the replacement of missing or defective products or the establishment of a credit without giving right to the payment of any compensation or damages. for any reason whatsoever.

The Supplier must have access to the disputed product or site in order to be able to make its findings. A return of the disputed goods will be requested by the Supplier and organized by it within fifteen working days. The Customer must ensure that the said goods are made available at the time scheduled for collection by the Supplier.

The Supplier's warranty will not apply in the event that the products have been transformed, integrated or incorporated. The products marketed by the Supplier being technical products, they of course require strict compliance with the technical sheets accompanying them. The Customer undertakes in this respect to respect or ensure compliance with the rules of the art or standards governing these products. The Supplier recommends that the Customer ensures, before selling or using the product, that it is exactly suitable for the intended use by carrying out, if necessary, preliminary tests.

In the case of products combining products marketed by the Supplier and products other than those marketed by the Supplier, only the installer of the combined products is required to check the compatibility of said products prior to their installation. Under no circumstances can the Supplier be held liable for combined products. The use of products marketed by the Supplier must comply with the documentation and written recommendations provided by the Supplier.

For any other use, the Supplier cannot be held liable.

The Supplier undertakes to guarantee:

- The composite tank of its pressure devices (tanks alone, without accessories) for a period of 10 years from the date of delivery,
- Replaceable accessories that may be supplied with the tanks (lids, bladders, filtration systems, valves, filtration heads, tubes, nipples, etc.) for a period of 2 years from the date of delivery,

To be able to invoke the guarantee, the Customer must notify the Supplier, in writing, without delay, and at the latest within 15 days from their occurrence, of the defects which he attributes to the equipment and provide all justification as to the reality of these. It must give the Supplier every facility to identify these defects and remedy them; he must also refrain, unless expressly agreed by the Supplier, or in a compelling emergency situation, from carrying out the repair himself or having it carried out by a third party. The guarantee is excluded for the causes listed in article 10.2.

### **11.2 Special case of water treatment installations (including under the brand *Clean water*)**

Due to the possible variability of inlet water quality, no guarantee is given regarding the quality of water leaving the installation. In particular, Compose It never guarantees the potability of water after treatment.

Verifying the proper functioning of the treatment and the quality of the water are the responsibility of the installer. Compose It declines all responsibility for the quality of the water leaving the installation and its use.

A water analysis must be carried out, under the responsibility of the installer, within 2 months after commissioning of the installation. In the event that this analysis shows that the quality of the water after treatment does not comply with the specifications, despite an installation in compliance with Compose It's recommendations and an inlet water quality in compliance with the data provided by the Customer during the study, Compose It undertakes to provide assistance to the client and to make its best efforts to make the treatment work.

No request for reimbursement or reimbursement will be accepted if no water analysis dating from less than 2 months after the commissioning of the installation has been presented.

### **11.3 Equipment maintenance**

The installer is responsible for maintaining the equipment, in accordance with the rules of the art and the specific recommendations of the Supplier, expressed in the user manuals.

Damage resulting from lack of maintenance voids any warranty.

The Supplier may be required to process personal data as part of its commercial relationship with the Customer. In accordance with its data security policy, available on [www.composeit.fr](http://www.composeit.fr), he undertakes to respect the legislation regarding personal data, in particular the General Data Protection Regulation n°2016/679 of April 27, 2016. In the absence of opposition on his part, the Customer is likely to receive information on the Supplier's products and news by electronic means or any other means of communication.

## **13 Applicable law and attribution of jurisdiction**

Any dispute relating to the interpretation and execution of these general conditions of sale is subject to French law. Failing an amicable resolution, the dispute will be brought before the Paris Commercial Court.

*(Compose It SAS – Avril 2024)*

## **12 Protection of personal data**