

Terms and Conditions of Sale and Delivery

As at: 02/2019 DEEE: FR 002693 :05OINU



1. Scope

The original version of these General Terms and Conditions of Sale and Delivery is drafted in French which is the sole legally binding version and overrides all other versions.

They apply in their entirety to all sales agreed by Stocko Contact and all deliveries to customers over the whole of French territory (including overseas territories).

Any order addressed to Stocko Contact implies the unreserved acceptance of these General Terms and Conditions of Sale and Delivery.

Any other terms and conditions of the customer only apply with the prior express consent of Stocko Contact.

These General Terms and Conditions of Sale and Delivery form the starting point and the framework for commercial negotiations and Stocko Contact reserves the right not to meet any customer request that is exorbitant or diverges from its terms and conditions of sale.

2. Quotation, Order

Quotations, prices and references only constitute an invitation to order the products and services described in them.

They are only given as an indication. Orders are only finalised after confirmation by the management of Stocko Contact, by fax, email or post.

Confirmed orders are firm and binding, Stocko Contact reserves the right to charge deposits payable on the order.

In the case of an order confirmation containing amendment to the customer's initial order it will become definite eight days after dispatch if there is no response from the latter.

Failing this and in the event of a new amendment by the customer it will only become definite after confirmation by the management of Stocko Contact.

The benefit of an order is personal to the customer and cannot be ceded without the consent of Stocko Contact.

Stocko Contact would not be committed beyond the obligations described in the order confirmation.

The conditions of our obligation are valid for six weeks, beyond this deadline the prices might be changed freely by Stocko Contact.

3. Prices and payment

Our prices are valid for deliveries ex works and include packaging for national transport and any transport costs but not customs clearance costs, insurance and current VAT which will be invoiced in each case at the applicable rate.

Our invoices are payable without discount within 30 days following the invoice date except by prior agreement made or stated down in our quotation/order confirmation.

A discount negotiated is only granted for payments carried out within 8 days following the invoice date.

Payment is deemed to have been made when funds have been made available to Stocko Contact. Payment arrears of a due invoice, even in part, will bring about 40 e minimal fixed compensation for recovery costs and the application of penalties for delay from the due date of the invoice without prior formal notice and without prejudice to damages and interest.

The amount will be calculated by applying to the sums due an interest rate equal to 3 times the legal interest rate in force.

Furthermore, any delay in payment will automatically lead and at the discretion of Stocko Contact to the suspension of the execution of the orders in hand.

Offsetting with counterclaims contested by us and not upheld in a court of law is not accepted.

Using the withholding right for claims other than those described in this contract are excluded if we do not acknowledge these claims and if they have not been upheld in a court of law.

A complaint does not entitle our customer to defer a payment unless there is no doubt about the legitimacy of the complaint and furthermore only in a reasonable proportion to the defects that have arisen.

4. Dispatch and transfer of risk, insurance, recycling

Notwithstanding the reservation of ownership clause laid down in article 10 above, the risks to which the products might be subject or cause, for whatever reasons, even in the event of force majeure, unforeseeable circumstances or the action of a third party are transferred to the purchaser as of the dispatch from the factories or shops of the seller and this is the case even if the products are the object of an installation on the customer's site.

The prices of our goods can also be quoted ex works, our deliveries to the customers will be carried out as defined in the order confirmation.

Stocko Contact reserves the right to carry out partial deliveries of an order. The choice of carrier and the mode of transport used for the transport of the products will be made freely by Stocko Contact.

The transport costs will be charged to the customer whatever the choice of carrier made by Stocko Contact.

In the absence of particular instructions to the contrary the goods must be insured during transport by the customer. The goods to be delivered are only insured on the express request of the customer at its own expense against any insurable risk desired by the latter.

Inspection of products:

It is essential that the number and condition of the products, packages or pallets

(according to the method of packaging) are checked on receipt of the products delivered in the presence of the carrier.

Any reservation must be marked on the document handed over by the carrier (CMR, freight note, delivery note...) and confirmed in the conditions set below.

Damage connected with transport:

Any reservation or objection relating to missing and/or damaged items connected with the transport of the products must be sent within three days to the carrier in compliance with and in the forms laid down by article L. 133-3 of the French Code of Commerce.

A copy of the correspondence as well as a copy of the delivery note concerned must be sent to Stocko Contact by registered mail with proof of receipt, within five days from the receipt of the products under penalty of foreclosure notifying Stocko Contact of the reservations or complaints.

If the dispatch is delayed at the request of our customer and for reasons attributable to our customer the goods will be put into storage at the expense and risk of the latter.

The customer will take the full responsibility for recycling, in strict compliance with the legal directives in force, at its expense of all materials, machines and tools at the end of their life.

The customer shall thus indemnify the supplier of any take-back obligation (article 10 – part 2 of Directive 2002/96/EC – WEEE) and any request coming from a third party.

5. Delivery periods, call purchases, delay, impossibility of delivery

Delivery periods are only given as an indication to facilitate the customer's workflow. Non-observance of them can in no way give rise to cancellation of an order, to any sort of penalty or to the payment of damages and interest.

These even approximate periods will only start after the acceptance of the order by Stocko Contact, but not before the production by the customer of all documents, permits or clearance to be procured by it before the payment of any deposit.

Any delay in delivery as a result of an event of force majeure, war, civil disturbance, strike, lock-out, machine breakdown, shortage of materials or any circumstances over which we have no influence, releases us from the delivery obligations agreed for the duration of the obstruction.

Any request by the customer for delay in delivery for whatever reason is excluded. The acceptance of the products is carried out in Stocko Contact's factories. The customer is informed by any means available that the goods are ready in the factories.

If the customer does not come to collect the goods immediately or authorise Stocko Contact to proceed to delivery of the products in its factories, the former will assume the storage charges in connection with them.

We can carry out partial deliveries. The customer may neither insist on them nor refuse them.

Call orders are only accepted with a delivery period. If no delivery period is agreed between the parties it will expire 12 months after the conclusion of the contract.

In addition, the goods must be called in approximately equal monthly quantities.

If removal is not carried out within the agreed delivery period, we reserve the right to deliver the goods or to put them into storage at the expense of the purchaser, and/or to proceed to the full or partial cancellation of the order, including the supplementary services, after prior notice has remained fruitless for 15 days, without prejudice to any request for damages and interest.

6. Delay in acceptance of the goods by our customer.

As soon as it has been informed by Stocko Contact that the products are available the customer must proceed to remove them within a maximum period of 48 hours. In the event of non-collection of the goods, Stocko Contact reserves the right either to grant an extension period to the customer to proceed to collection of the goods and/or to proceed to full or partial cancellation of the order including for intended extra services such as for example installation on site and/or to have the products delivered to the customer at its site after prior notice has remained without response for fifteen days and, all things considered, to claim damages and interest.

The expenses for placement into storage, warehouse rent and insurance costs for goods due, ready for collection but not accepted will be charged to the customer.

The goods are stored at the risk of the customer, Stocko Contact has no obligation to insure the goods stored.

7. Complaints and goods returns - compliance

It is essential that the number and condition of the products are checked on receipt of the products in the presence of the carrier in the case of products delivered or in the presence of an employee of Stocko Contact in the case of collection.

The expenses and risks pertaining to inspection will be charged to the customer. Any reservation or objection relating to infringement and/or lack of compliance of the products must be marked on the collection note or the delivery note and be confirmed to Stocko Contact by registered letter with proof of receipt within a maximum period of 5 days.

The note "subject to unpacking" written either on the delivery note or on the collection note has no legal value.

The customer will have to prove the existence of the defects or faults with regard to the products.

If these conditions are not respected the products will be deemed to be up to

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standard and Stocko Contact cannot be held liable, the customer being held responsible for all damage suffered by Stocko Contact from the non-observance of this procedure. No product return is accepted unless with the express prior agreement of Stocko Contact.

The products must be returned at the expense of the customer within 10 days from the consent given by Stocko Contact.

In the event of return the products must not have been dismantled and must not have been used. They must be perfectly preserved and returned in their packaging and original condition.

Moreover the return of the packaging is to be carried out under the same conditions and after the express consent of Stocko Contact.

If the products are replaced they will be so by similar products able to be substituted for those ordered, of the same quality and meeting the same functions of use.

Returning the products will not give rise to the payment of any compensation to the customer.

The customer alone is responsible for the deterioration of the products resulting from their storage in conditions that are unusual or incompatible with their nature. At the discretion of Stocko Contact, the products might be not replaced but reimbursed.

The products will be reimbursed by the return of the amounts already paid. Returning the products will not give rise to the payment of any compensation to the customer.

Commercial recovery will be carried out in the same conditions after the express agreement of Stocko Contact on the principle and the amount.

8. Characteristics of the goods, additional service and shortfalls

Our samples and specimens are deemed to be pure examples with respect to quality, dimensions and other characteristics.

Our details on the dimensions, the characteristics and the purpose of our products only have a descriptive value and are not guaranteed.

If there is a technical requirement we reserve the right to supply substitute goods to the extent that there are no obstacles in its function or its use.

For any specific application of the products the customer must inform Stocko Contact and give it the necessary details for the correct assessment of the intended use and therefore the suitability of the product for the requirements.

9. Defects and warranty

Warranty for hidden defects is limited to one year from the discovery of the defect. The burden of proof lies with the customer.

The customer will only be able to take advantage of the warranty if it informs Stocko Contact by registered letter with proof of receipt within the aforementioned period. Our warranty only commits us to replacement or repair free of charge of the product affected by a defect and this is at the discretion of Stocko Contact, excluding the repair of any other damage or ancillary or related expenses.

In no case may the reimbursement be directly offset by the customer on a Stocko Contact invoice.

No warranty is given in the case of wear and tear, negligence or if the products were subject to modification, intervention, repair or maintenance by non-approved third parties or if they are used in an unusual way or, if applicable, in conditions different from those intended by the instructions for use when they have been supplied by Stocko Contact.

Stocko Contact is not responsible under the defective products warranty for damage caused by products used by the customer for professional usage (article 1386-15 para. 2 of the French Civil Code).

The customer undertakes to follow the instructions of Stocko Contact and do all it can to cooperate if a product recall turns out to be necessary for whatever reason.

10. Reservation of ownership

All sales are agreed with reservation of ownership. Consequently the transfer of the ownership of the goods sold to the customer is suspended until complete payment of the price.

By payment is meant the settlement of the price of the products, expenses relating to the sale and interest, and it is deemed to have been carried out when funds are made available to Stocko Contact.

In the event of non-payment, the customer must, at its expense and risk, return the unpaid products, after a formal notice request by registered letter: the products in store at the customer's premises being presumed to be the unpaid ones.

In this case the sale will be terminated automatically on the day of request for return. The seller will keep the deposits that may have been paid as damages and interest without prejudice to any other request for compensation.

Repossessing the products by the seller is not exclusive, it may also pursue other legal means.

In no case may the customer pledge, charge or otherwise offer as security the unpaid products.

The customer shall be bound to oppose on all legal grounds the claims that third parties might be led to assert on the goods sold in particular by seizure; as soon as it becomes aware of it, it must inform Stocko Contact to allow it to safeguard its interests.

The customer shall employ all appropriate means to ensure that the note "property

of Stocko Contact" is placed in an obvious way in the area within which the products are warehoused or stored.

11. Right of ownership of documents, confidentiality

The illustrations, plans, estimates, samples and models remain our property. Our customer shall undertake not to make these objects accessible to a third party, in any form, without our express consent.

For any case of culpable violation of the aforementioned obligations, our customer shall undertake to pay a contractual penalty of an amount of €10,000.00 / per offence.

The customer shall respect its obligation to secrecy for an indeterminate period.

12. Industrial property rights

If the merchandise has to be manufactured according to plans, samples or other instructions from the customer, the customer shall vouch for the non-violation of intellectual property rights of third parties, in particular with respect to patents, registered models, other intellectual property rights and copyrights.

The customer shall indemnify Stocko Contact for any claims of third parties resulting from any violation of such rights.

Furthermore, our customer will defray all costs that we might incur from third parties asserting the violation of such rights against which we would have to defend ourselves.

13. REACH

Within the scope of the REACH regulations the customer shall undertake to tell us at the time of ordering the use that it intends to make of the product.

In the absence of communication of this information we shall be exonerated of all responsibility and the purchaser would have to indemnify us for all damage that our company might suffer within the scope of this.

14. Place of jurisdiction, applicable law

These General Terms and Conditions of Sale are subject to French law.

In the event of dispute, only the courts of the administrative district of the city of Colmar are competent, even in emergency proceedings and notwithstanding multiple actions or parties or introduction of third parties.