

# GENERAL TERMS AND CONDITIONS OF SALE

## **CLAUSE NO. 1: PURPOSE**

- The acceptance of our offers by a Client implies adherence to these general terms and conditions of sale. The clauses stipulated in our Clients' purchase orders cannot override or modify these terms unless expressly agreed upon in writing by us.
- The Client acknowledges that accepting our general terms and conditions of sale will apply to the order in question as well as to any subsequent orders, except in cases where new terms are communicated.

## **CLAUSE NO. 2: PRICE OFFER**

- The company OUREVAL may issue a price offer at the Client's request. The validity of price offers and quotes is limited to the period specified in the offer, which in any case will not exceed 3 months.

## **CLAUSE NO. 3: ORDER SUBMISSION**

- All orders must be submitted in writing.
- Client orders will only be considered after confirmation by us, materialized through an order acknowledgment.

## **CLAUSE NO. 4: ORDER MODIFICATION**

- Any modification by the Client to the specifications and/or plan after the purchase order is received by OUREVAL may result in changes to the delivery date stated in the acknowledgment, without any penalties being claimable from OUREVAL.
- Any modification by the Client to the specifications and/or plan after the order is confirmed and validated may incur additional costs, which will be fully borne by the Client.

## **CLAUSE NO. 5: ORDER CANCELLATION**

- The order expresses the Client's irrevocable consent; therefore, it cannot be canceled or modified without the express and prior agreement of OUREVAL.
- In any case, expenses incurred and materials already manufactured or purchased will remain the Client's responsibility.
- Plans, diagrams, calculations, and drawings provided in support of quotes or productions remain the exclusive property of OUREVAL. They cannot be used, disclosed, reproduced, or executed, even partially, in France or abroad, without OUREVAL's written authorization. Otherwise, OUREVAL reserves the right to initiate legal action to protect its intellectual property rights.
- Products based on plans : When OUREVAL produces items based on plans that it neither designed nor defined, no claims can be made regarding the product's suitability for its intended use. The plans used for production remain the Client's property, but any production processes or techniques developed by OUREVAL will remain OUREVAL's property.

## **CLAUSE NO. 6: MATERIAL AND PURCHASE COMMITMENTS**

- If, due to production processes, purchase constraints, or manufacturing methods, the quantities ordered by the Client fall below optimal supply or production levels, leading to excess material or components, OUREVAL reserves the right to charge for these surpluses without opposition. In such cases, OUREVAL will inform the Client of the quantity and cost of the surplus.

## **CLAUSE NO. 7: DELIVERY TIMES AND TRANSPORT**

- Delivery times stated in order confirmations are purely indicative and do not constitute a commitment by OUREVAL. These times may be subject to change; OUREVAL will inform the Client accordingly. Delays do not entitle the Client to cancel the order, reject the goods, or claim damages.
- Delivery times commence from the date all technical or economic data required for order fulfillment, as validated by both parties, is made available to OUREVAL. Any changes to the product's technical specifications after order confirmation will delay announced delivery times. Unless otherwise specified, delivery terms are Ex-Works (Incoterms 2010). OUREVAL accepts no responsibility for transport delays, even if goods are sold «delivered duty paid.»
- OUREVAL is released from its delivery obligations in cases of unforeseen events or force majeure, including, but not limited to, strikes, floods, fires, or material/component shortages.
- If no clear delivery terms are indicated on the order, all accepted orders will be deemed delivered and invoiced no later than six months after OUREVAL's receipt of the order. Beyond this timeframe, goods may be invoiced and made available for delivery without contest.
- In cases where the Client requests a delivery delay for a registered and accepted order, OUREVAL reserves the right to invoice the total order amount in advance if production has partially or fully commenced, or if components or materials have been procured. This is non-contestable.

## **CLAUSE NO. 8: DISCOUNTS**

- No discounts will be granted for early payment.

## **CLAUSE NO. 9: COMPLAINTS**

- Complaints do not exempt the Client from payment. Delivery-related complaints must be made within three (3) business days of receiving the goods. After this period, no complaints will be accepted.
- Similarly, any disputes regarding the quality of delivered parts or equipment must be formally and unequivocally notified to OUREVAL within eight (8) days of delivery.

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## **CLAUSE NO. 10: RETURNS**

- In case of non-conformity of the delivery with the order, the Client must notify OUREVAL in writing within eight (8) days of the delivery date. Beyond this period, no non-conformity claims will be accepted.
- Any return of non-conforming products requires OUREVAL's prior approval. Returns without such approval will not be credited or replaced. Approved returns of products deemed non-conforming by OUREVAL will result in free replacement but exclude any indemnities or damages.

## **CLAUSE NO. 11: INVOICING**

- Prices are established based on economic conditions at the date of the offer. OUREVAL reserves the right to revise prices in case of unforeseen circumstances between the offer date and delivery.

## **CLAUSE NO. 12: LATE PAYMENTS**

- In case of non-payment by the due date, the owed amounts will accrue interest at the ECB rate + 10 points, with a minimum of three times the French legal rate, without requiring a formal notice. Additionally, OUREVAL may suspend further deliveries until the account is fully cleared.

## **CLAUSE NO. 13: FORCE MAJEURE**

- OUREVAL accepts no liability for force majeure events or causes beyond its control that may justify cancellation, suspension, or delays of confirmed orders. Examples include, but are not limited to, fires, IT system failures, transport issues, strikes, embargoes, health crises, or pandemics.

## **CLAUSE NO. 14: RETENTION OF TITLE**

- OUREVAL retains ownership of delivered goods until full payment is received. In case of seizure or third-party intervention, the buyer must immediately notify OUREVAL. Despite this retention clause, the buyer assumes risk from the time of delivery.
- Goods in the buyer's possession will be presumed unpaid until proven otherwise. OUREVAL may reclaim such goods to offset unpaid invoices.

## **CLAUSE NO. 15: APPLICABLE LAW AND JURISDICTION**

- All disputes regarding the interpretation and execution of these General Terms and Conditions of Sale are subject to French law.
- Unresolved disputes will be submitted to the Arbitration and Mediation Center of the Alsace Chamber of Commerce and Industry in Strasbourg.