

BEUMER GROUP FRANCE EUROL SALES AND DELIVERY TERMS AND CONDITIONS

These sales and delivery terms and conditions shall apply to all supply purchases and services from BEUMER Group France ("BEUMER") and shall complement all agreements/contracts ("Agreement") entered into in writing between BEUMER and its customer (the "PURCHASER"). Only the terms specified in a written Agreement between the PURCHASER and BEUMER may supersede these General terms and conditions. Upon approval of the quote, the PURCHASER is deemed to have accepted these general sales terms and conditions. The general purchasing terms and conditions specified on the PURCHASER's purchase order or any other PURCHASER's document are not binding upon BEUMER, unless BEUMER has specifically approved such conditions in writing.

Price

All the mentioned prices are in Euros and do not include VAT, taxes, custom duties or others. Upon ordering, the effective VAT rate, the shipping and packing costs will be added to such prices. BEUMER is entitled to review its prices should the price calculation basis increase by more than five per cent (5%) after the quote validity date, due to circumstances beyond BEUMER's control. However, BEUMER undertakes to invoice the ordered goods/parts/services according to the prices specified upon placing the order.

Delivery Terms

The delivery deadline shall be specified in the Agreement or the order, and shall refer to the final deadline for receiving a system/service or to a delivery deadline for the spare parts. The delivery deadline shall be defined in the Agreement or the order confirmation.

Should the installation and commissioning operations fail to take place within the agreed deadline, due to a specific request from the PURCHASER, the costs arising thereof shall be borne by the PURCHASER according to the effective prices.

The delivery is deemed completed:

- When the supplies/parts are made available to the PURCHASER at our German or Danish premises (EXW); or
- Upon delivery of the supplies/spare parts to the location specified by the PURCHASER on the purchase order or Agreement; or
- Upon completion of the service at the location specified in the order, subject to acceptance as defined in the Agreement.

Unless otherwise specified, our parts are delivered in accordance with CPT (Incoterms 2020) (place of destination to be agreed).

The spare part delivery deadline specified upon placing the order is mentioned for information purposes only and cannot be guaranteed. As a result, any reasonable delay in delivering the products shall not give rise to any order cancellation or damages for the PURCHASER.

Should goods be missing or damaged when shipped, the PURCHASER shall specify the required reservations on the delivery note upon receipt of such goods. Furthermore, such reservations shall be confirmed in writing within five days after the delivery, sending BEUMER a registered post with acknowledgment of receipt.

BEUMER shall make its best efforts to meet its customers' delivery-related request(s) but is entitled to make partial deliveries should some items be unavailable. The relevant PURCHASERS will be notified in due time should partial deliveries be needed. Except in some special circumstances, the partial deliveries shall be borne by the PURCHASER.

As far as turnkey projects are concerned, all the delivery and performance terms and conditions shall be specified in the Agreement.

Discount

No discount shall be granted in the case of early payment.

Payment

The invoice shall be issued upon completion of the service in accordance with the Agreement and/or upon shipment of the parts to the PURCHASER. The orders shall be paid as follows:

- By check; or
- By bank transfer.

Unless otherwise specified, the payments shall be made within 45 days from the date of the invoice.

Late payment

In the event of a failure to pay, totally or partly, the delivered goods within the payment deadline, BEUMER shall apply to the PURCHASER a penalty for delay amounting to three times (3) the effective legal interest rate (in accordance with article L441-9, para. 4, of the French Commercial Code as amended by the Order 2019-359 dated 24/04/2019). The selected legal interest rate shall be the effective interest rate upon delivery. Such penalty shall be based on the outstanding amount, including VAT, starting from the invoice expiry date without any prior notice.

In addition to the delay-related compensation, any outstanding amount, including the down payment, shall give rise to a lump-sum indemnity to cover the recovery costs amounting to forty (40) euros (in accordance with article L441-10, II of the French Commercial Code).

The receivables and other liabilities to be paid by BEUMER to the PURCHASER cannot be offset or withheld without BEUMER's prior written consent.

Termination provision

Should the PURCHASER fail to pay the outstanding amounts within fifteen days upon enforcement of the "late payment" provision, the sales operation shall rightfully be terminated and this may give rise to damages in favour of BEUMER.

Warranty

BEUMER warrants the replacement of original spare parts due to defect in material and/or workmanship for twelve (12) months from the date of delivery of new parts or three (3) months if the spare parts are not new. BEUMER shall repair or replace, free of charge, the faulty part or refund the cost of the purchased part(s) to the PURCHASER. BEUMER's warranty on the parts shall apply if the ordered part is used to replace an identical part in the PURCHASER's system (unless otherwise specified by BEUMER should an item become obsolete) and provided it is properly installed by the PURCHASER.

In order to return faulty parts, the PURCHASER shall use the "Return Form" which can be made available by BEUMER Group France's contact person. The return-related shipping costs shall be borne by the PURCHASER.

The PURCHASER shall document why the parts are returned and reply to BEUMER's questions, if any, within ten (10) days.

Should they be covered by the warranty, the goods shall be shipped to the centre of expertise within one (1) month. Should this deadline not be complied with, BEUMER is entitled to reject the warranty claim.

The parts which are purchased by the PURCHASER from a third party shall not be covered by BEUMER's warranty.

All the other warranty cases and their durations will individually be specified in the Agreement entered into between the parties.

Disclaimer

The Party which claims reimbursement of expenses, in accordance with the Agreement, shall take the necessary actions to mitigate such expenses.

BEUMER Group's liability shall be limited to 10% of the total order amount. BEUMER's overall liability shall not exceed the order amount.

BEUMER Group shall not be held liable for a compensation, contract breach, harm (including, without limitation, negligence), loss of business, loss of profit or any other economic loss. Besides, intangible damage, whether consecutive or not, shall not be a ground for liability for the PURCHASER.

Furthermore, BEUMER shall not be held liable for:

- Normal wear and tear
- Any part which has not properly be maintained by a qualified staff, not complying with BEUMER's instructions.

Should such cases arise, the part repair or replacement operation will be invoiced to the PURCHASER in line with BEUMER's usual contract terms and conditions.

Reservation of ownership clause

The goods which are sold shall remain BEUMER's property until the price - principal and ancillary costs - has been paid in full. Therefore, if the PURCHASER is subject to statutory reorganisation or is liquidated by court order, BEUMER is entitled to claim for the sold and unpaid goods as part of collective proceedings.

Copyright and other intellectual property rights

All technical information, specifications, drawings, manuals, etc. which BEUMER submits to a PURCHASER in connection with the supply shall remain the intellectual property of BEUMER or its subcontractor, as the case may be. It is not permitted to copy, produce or disclose such information, specifications, etc. to any third party without BEUMER's specific prior written. Ownership and copyright of any software included in the SUPPLY shall remain indefinitely with BEUMER and shall not, under any circumstances, be transferred or assigned to the PURCHASER. Any further development of the software included in the SUPPLY shall remain the sole property of BEUMER.

Force majeure

A Party may not be held liable for failure to perform any of its duties in the event of circumstances beyond its control (known as Force Majeure). If Force Majeure applies, the delivery deadline will be extended by a reasonable period. Besides, either Party is entitled to cancel the Agreement with a six (6) working days' written notice to the other Party if the Force Majeure is still proven to exist, or will be proven to exist at the end of the following three (3) months.

Disputes

Any dispute arising from the interpretation and performance of these sales terms and conditions shall be governed by French Law.

Where no amicable solution can be found, the dispute will be referred to the Lyon Commercial Court, unless otherwise specified in the Agreement.