

ARTICLE 1 – Scope of Application

These general conditions of sale constitute, in compliance with article L 441-1 of the Code of Commerce, the sole basis for the business relationship between the parties.

Their purpose is to define the conditions in which the Company LE GUELLEC (“The Supplier”) supplies the professional Buyers (“The Buyers or the Buyer”) who make the request, by direct contact, email or via a paper medium, for the following products: Custom manufacture of precision tubes, components and profiles (“The Products”). They apply without restriction or reservation to all sales concluded between the Supplier and the Buyers, whatever clauses may be contained in the Buyer’s documents, and notably its general conditions of purchase.

In compliance with current regulations, these General Conditions of Sale are systematically communicated to each Buyer who makes the request to allow the latter to place an order with the Supplier.

Any Product order implies the acceptance of these General Conditions of Sale by the Buyer. The information contained in the Supplier’s commercial documents is given for information purposes only and may be reviewed at any time. The Supplier has the right to make any modifications that appear useful to it.

In compliance with current regulations, the Supplier reserves the right to make an exception to certain clauses of these General Conditions of Sale, taking into account the negotiations conducted with the Buyer, by drawing up Special Conditions of Sale.

ARTICLE 2 – Orders

2-1 It is for the Buyer who wishes to place an order to contact the Supplier by email, fax, letter or phone providing all the characteristics of its order (dimension, material, thickness, length, quantities and applicable standards) before ordering or requesting prices and transmitting to the Supplier the job specifications and/or the design plans.

LE GUELLEC manufactures Products tailored to the Buyer’s specifications.

After examining the request, the Supplier will transmit a commercial proposal to the Buyer in the form of a quote.

The orders must be confirmed in writing by an order form duly signed by the Buyer or the return of the quote with its acceptance.

The sales are only effective after express acceptance in writing of the Buyer’s order by the Supplier, in the form of an acknowledgement of receipt of the order.

2-2 Any modifications requested by the Buyer shall only be taken into account within the limit of the Supplier’s possibilities and at its sole discretion.

2-3 Possibility of payment on account

A payment on account may be requested depending on the case and notably:

- When the execution of the order requires a major investment (raw materials, machines, tools, etc.)
- When the buyers are not eligible for credit insurance, they will be requested to pay the total amount in advance before production.

If a payment on account has been made: In the case of cancellation of the order by the Buyer after its acceptance by the Supplier, for any reason whatsoever apart from force majeure, the payment on account made at the order will be, as of right, forfeited to the Supplier and shall not lead to any refund. The Supplier shall also receive full payment of the order.

If no payment on account was made, in the case of cancellation of the order by the Buyer after its acceptance by the Supplier, for any reason whatsoever apart from force majeure, the payment of the entire order will be required by the Supplier and/or left, in any case, to the latter’s discretion.

ARTICLE 3 - Tariffs

The Products are supplied at the tariffs indicated in the commercial proposal sent to the Buyer by LE GUELLEC.

These prices are net and do not include tax, according to the negotiated Incoterm (most recent version).

The tariff indicated in the commercial proposal will be increased, at any time, to take into account additional costs linked to an increase in the price of labour or raw materials used in the manufacture of the goods.

ARTICLE 4 – Payment conditions

Unless otherwise stipulated, the price is payable in full in a single payment within 30 days of receipt of the invoice.

In the case of payment by cheque, this must be issued by a bank domiciled in mainland France or Monaco.

The cheque will be cashed in immediately.

The payments made by the Buyer will only be considered to have been made after effective collection by the Supplier of the amounts due.

In the case of late payment and payment of the sums due by the Buyer after the time limit fixed above, and after the payment date indicated on the invoice sent to the latter, penalties for late payment calculated at the rate applied by the European Central Bank to its most recent financing operation, plus 10 percentage points of the amount, including all tax, of the price indicated on the said invoice, shall be automatically and as of right acquired by the Supplier without any formality or prior formal notice to pay.

The payment shall lead to the immediate payability of the sums due, without prejudice to any other action that the Supplier may have the right to take, in this respect, against the Buyer.

In the case of non-respect of the payment conditions indicated above, the Supplier also reserves the right to suspend or cancel the delivery of orders in progress and suspend the fulfilment of its obligations.

Offsetting shall only be validly made between any penalties for late delivery or non-compliance of the products ordered by the Buyer, on the one hand, and the amounts due

by the latter to the Supplier for the purchase of the said products, on the other hand, with the prior, express agreement in writing of the Supplier and on condition that the reciprocal claims and debts are uncontested, liquid and enforceable.

Finally, a fixed indemnity for recovery costs of 40 euros shall be due by the Buyer as of right and without prior notification in the case of late payment. The Supplier reserves the right to request from the Buyer an additional indemnity if the collection costs effectively incurred exceed this amount, upon presentation of documents in proof.

No discount shall be made by the Supplier for payment before the date indicated on the invoice within a period less than that indicated in these General Conditions of Sale

ARTICLE 5 - Deliveries

The delivery times will be planned according to the acknowledgement of receipt of the order by the Supplier taking into account availabilities and the time to manufacture the Products. The ordered goods will be delivered in a single delivery or several successive deliveries scheduled according to the Suppliers acknowledgement of receipt.

However, this delivery time is approximate and is not a strict deadline.

The delivery will be made to the communicated address by directly handing-over of the Products to the Buyer. The products travel according to the negotiated Incoterm.

The Buyer is bound to check the apparent condition of the products when they are delivered. Failing reservations expressly made by the Buyer at the time of delivery, the Products delivered by the Supplier shall be deemed in compliance as regards the quality and quantity ordered.

The Buyer has a time limit of 3 days as of the delivery and receipt of the ordered products to issue, in writing, such reservations to the Supplier.

No complaint shall be validly accepted in the case of non-respect of these formalities by the Buyer.

The Supplier shall replace, bearing the costs, the delivered Products for which the non-compliance has been recognised in the context of its dispute procedure.

The packaging is not taken back. The Supplier is exempt from any legal obligation in relation to the packaging materials and waste. It is for the Buyer to get rid of the latter bearing the cost.

ARTICLE 6 – Transfer of Ownership – Transfer of Risks

6-1. Transfer of Ownership

The transfer of ownership of the Products to the Buyer shall only take place after full payment of the price by the latter, whatever the date of delivery of the said Products.

6-2. Transfer of Risks

The transfer to the Buyer of the risks of loss and damage shall take place according to the Incoterm negotiated independently of the transfer of ownership.

Failing Incoterm specification, the Buyer remains liable for all damaging consequences affecting the Products as of departure from the factory. The transport of the Products shall therefore be made at the Buyer’s risks.

ARTICLE 7 – Reservation of Ownership Clause (ROC)

The Supplier retains, until full payment of the price, expenses and incidentals by the Buyer, an ownership right on the sold products, allowing it to retake possession of the said products.

Payment is understood to be the effective cashing of the cheque and its recording in the seller’s accounts. In application of this clause, the transmission of an instrument creating an obligation to pay does not constitute a payment.

The failure to make a payment on any one of the due dates shall lead to the repossession by the seller of the unpaid goods. Any granted postponements of due dates shall be with the same reservation of ownership.

However, the risk of loss and damage to the goods, along with liability for the damage that the goods could cause, are transferred to the Buyer when the goods leave the factory or according to the negotiated Incoterm.

Any payment on account made by the Buyer shall be forfeited to the Supplier as fixed compensation, without prejudice to any other actions that the Supplier may have the right to take as a result against the Buyer.

Consequently, the Buyer undertakes to have insured, bearing the costs, the ordered products, for the benefit of the Supplier, by an ad hoc insurance, until full transfer of ownership, and to provide proof of this at the time of delivery. Failing this, the Supplier shall have the right to delay the delivery until this proof is presented.

The goods must be sold by the Buyer in the chronological order of the deliveries by the Supplier. Consequently, the goods in stock in the Buyer’s premises shall be deemed to relate to the seller’s invoices not yet paid.

ARTICLE 8 - Guarantee

The products delivered by the Supplier benefit from a contractual guarantee for a period of twelve months, as of the handing-over of the delivery slip, covering the non-compliance of the products with the order and any hidden defect, stemming from a defect in material, design or manufacture affecting the delivered products and making them unfit for use.

The Supplier guarantees that the delivered Products comply with the job specifications and the Buyer’s requirements and that they are exempt from any manufacturing defect or defect in materials.

In order to assert its rights, the Buyer must inform the Supplier in writing of the existence of the defects within one month of their discovery, under threat of lapsing of any action relating to the said defects.

The guarantee is limited to the replacement of the products or the granting of a credit note limited to the value of the invoice for the delivered Products covered by the guarantee.

The Supplier will replace the Products or parts under guarantee judged defective.

The replacement of the defective Products or parts shall not have the effect of extending the period of guarantee fixed above.

Any guarantee is excluded in the case of abnormal and inappropriate use in conditions different from those for which the Products were manufactured; lack of maintenance of the Product; modifications or repairs by the Buyer or a third party; normal wear linked to the life span of the goods that is shorter than the guarantee period; damage linked to an accident, an impact, negligence or a case of force majeure.

ARTICLE 9 – Liability of the Supplier

The Supplier may not be held liable for the damage caused to persons and property linked to the use of the sold Products. The Supplier may also not be held liable for losses of production, stored goods or profit of any type whatsoever.

The Supplier may not be held liable for any late delivery linked to reasons outside its control, such as cases of force majeure, embargoes, incidents, shortages of raw materials, fuel, transport, payments blocked by the banks, etc.

The Supplier's liability in respect to any claims whatsoever is limited to the price of sale of the Product for which the claim is made.

ARTICLE 10 – Exclusion of penalties

No penalty of any type whatsoever and, consequently, no predetermined penalty that may be indicated in the commercial and contractual documents issued by the Buyer shall be applied to LE GUELLEC and deducted from amounts due by the Buyer, unless prior written agreement, whatever may be the reasons for the penalty. In such a case, the penalties shall not be deducted without the supplier having been able to previously check that there is good reason and on condition that the penalties correspond to an incontestable, liquid and enforceable debt.

In the case of non-respect of this clause by the Buyer, the Supplier shall be able to refuse any new order of Products and suspend its deliveries. The Supplier also reserves the right to invoice the Buyer for any amount that the Buyer may have automatically deducted in breach of this article.

ARTICLE 11 - Personal data

In order to improve and personalise the services offered, LE GUELLEC may collect and process personal data concerning you. This data is necessary to open an account with LE GUELLEC, to process orders, to manage mail and to track deliveries. This data will be kept by LE GUELLEC for the entire duration of the contract and for a period of up to two years after the end of the contract.

LE GUELLEC agrees to ensure that the collection and processing of this personal data comply with the European Regulation on the protection of individuals with regard to the processing of personal data and on the free movement of such data (GDPR).

LE GUELLEC informs the buyer that the owner of personal data has rights of access, rectification, modification, portability, deletion and the right to be forgotten for the personal data concerning him/her, as well as the right to oppose the processing and collection of such data. To exercise these rights, it may write to LE GUELLEC at the following address: ZI de Pouldavid 29177 DOUARNENEZ Cedex - FRANCE

ARTICLE 12 – Unforeseeable event

Should an unforeseeable event occur outside the control of the Parties negatively affecting the balance of the contract to the point of making prejudicial the fulfilment of its obligations, the parties agree to negotiate in good faith its modification. The following events are notably concerned: variation in the prices of raw materials, modification to customs duties, changes to legislation and change in the Buyer's financial situation. Failing agreement between the Parties within a reasonable period taking into account the economic stakes, each Party shall have the right to terminate the contract giving one month's notice.

ARTICLE 13 - Force majeure

In the case of occurrence of an event of "force majeure" according to the meaning recognised by case law and article 1218 of the Civil Code, the Party concerned must inform the other Party by registered letter with request for acknowledgement of receipt within one fortnight (two weeks) of the occurrence of the event and the obligations of the Parties shall be suspended for the entire duration of the event of force majeure, without indemnity. If the event of force majeure lasts more than three (3) months, these General Conditions of Sale and/or any other concerned contract shall be terminated automatically without indemnity for either Party.

ARTICLE 14 - Disputes

In order to find together a solution to any dispute that may arise in the performance of this contract, the contracting parties agree to meet within two weeks as of the sending of a registered letter with request for acknowledgement of receipt, notified by one of the parties.

This procedure for amicable settlement constitutes a compulsory preliminary to the commencement of legal action between the parties. Any legal action instituted in breach of this clause shall be declared inadmissible.

However, if at the end of a period of two weeks, the parties do not manage to come to an agreement on a compromise or a solution, the dispute shall then be referred before the court indicated below.

ARTICLE 15 – Court with Jurisdiction

Exclusive jurisdiction is attributed to French courts and notably to the Commercial Court of QUIMPER (France) for the settlement of any dispute stemming from these General Conditions of Sale.

ARTICLE 16 – Applicable law – Language of the contract

These General Conditions of Sale and the operations stemming from them are governed by French law, apart from its rules on conflict of laws.

They shall not lead to the application of the United Nations Convention on the International Sale of Goods of 1980 or provisions that may replace it.

The General Conditions of Sale are drafted in French. In the event that they are translated into one or more languages, only the French text shall be good evidence in the case of dispute.

ARTICLE 17 – Miscellaneous provisions

The fact for the Supplier to abandon any one of the clauses of these General Conditions of Sale shall not be interpreted as the waiver of the right to invoke each of the other clauses of the General Conditions of Sale.

The nullity affecting one of the provisions of these General Conditions of Sale does not affect, under any circumstances, the validity of the contract as a whole