

## **SNF Terms & Conditions – Sales of Products**

### **1- Offer and acceptance**

A contract will be formed between the customer and SNF SA (hereinafter, SNF) only upon our acceptance of the customer's order (the Order), through an acknowledgment of receipt (the AR). The latter, together with the Order and these general terms and conditions (GTC), will constitute the Contract. The AR will prevail over the Order and the GTC, the GTC prevailing on the Order. The application of the general conditions of the customer is excluded.

### **2- Payment - delay**

Invoices are issued upon shipment of the products. The payment period is thirty (30) days from invoice date.

Any late payment automatically entails the application of late payment interest calculated each day, at a rate equal to 1.5 the rate of the French legal interest plus 10 points, plus 50 euros minimum as recovery costs. In case of recovery by litigation, the amounts and penalties due will be increased by a minimum compensation of 15%, in addition to the reimbursement of legal costs and fees.

### **3 - Ownership**

The transfer of ownership of the goods sold will take place on the date of issue of the corresponding invoice.

### **4- Delivery – Lead time**

Save for mandatory deadlines duly accepted by us, the delivery times are only indicative.

### **5 - Warranty - Liability**

SNF warrants that the delivered products comply with the agreed specifications or, in absence of agreed specifications, the standard SNF specifications which the buyer then undertakes to read before delivery of the product. The buyer also undertakes to carry out his own checks, verifications and tests, both at the time of selection and receipt of the product. The customer will therefore be solely responsible for the use and suitability of the product, including within the meaning of the REACH regulations.

Any other guarantee is excluded, whatever it may be.

In all cases where, after a contradictory examination, a claim is found to be justified, SNF will only be required to replace or refund, at its option, the defective product to the exclusion of any other liability or compensation for any reason whatsoever.

No claim will be accepted more than ten days after delivery of the products.

### **6 - Force Majeure**

The occurrence of a force majeure event will exempt SNF from any contractual liability within the limit of its effects.

Are notably contractually assimilated to cases of force majeure without possible recourse of the customer, the incidents and / or accidents affecting the production or the storage of the products, the total or partial shortage of raw materials, energy, or means of transport, fire, flood and other natural disaster, machinery breakdown, strikes, including internal ones, administrative decisions, regulatory changes, and any event that would delay, prevent or make economically exorbitant the performance of SNF commitments.

SNF will have no obligation to source products from alternative sources.

If the event of force majeure lasts more than three months, SNF will be entitled to terminate the contract and will not be held responsible for any loss or damage resulting therefrom.

### **7 - Termination**

In the event of a customer's failure to fulfil any of its obligations, SNF may immediately terminate the Contract.

### **8 - Brands**

The trademarks under which our products are sold remain our exclusive property. Their use, in any form whatsoever, is subject to our prior written authorization.

### **9 - Personal data**

The customer agrees to inform his employees of the collection and processing of their personal data by SNF in the context of these GTC. The data concerned include the first name, the name, the position and the contact information (the Data). They will be used by SNF for the purposes of order management and the monitoring of the commercial relationship. They will be kept for the duration of the Contract and will be archived in accordance with the applicable regulations. Only duly authorized SNF employees will have access to the Data. According to the legislation in force, the employees of the customer have the right to access their data, to have them rectified, to request their removal and to oppose their treatment for reasons related to their personal situation, or to request the limitation of this treatment. They can exercise these rights by sending their request to [ethics@snf.com](mailto:ethics@snf.com). If necessary, they may file a claim with the CNIL concerning the use of their Data.

### **10 - Ethics - Sanctions**

The customer undertakes to comply with the SNF Code of Ethics, which can be found on the [www.snf.com](http://www.snf.com) website, as well as with any applicable law or regulation concerning Human Rights, the protection of the environment, or fight against corruption.

Similarly, it undertakes to comply with any applicable law or regulation imposing economic or financial sanctions aimed at restricting or prohibiting the commercial and / or financial relations of certain countries or persons, imposed in particular by France, the European Union, the United Nations, or the United States of America. In the event of violation of this article by the customer, the latter will hold harmless from any liability SNF, its managers and its employees, and will indemnify them for any resulting damage.

#### 11 - Applicable law - Jurisdiction

The applicable law to the Contract will be the French law excluding its conflict of laws regulations. Any disputes relating to its validity, performance or interpretation will be subject to the exclusive jurisdiction of the Commercial Court of Saint-Etienne.

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