

## GENERAL TERMS AND CONDITIONS OF SALE ADS LAMINAIRE

ADS LAMINAIRE, a public limited company with a share capital of €80,000, registered in the Trade and Companies Register of BOBIGNY under number 692 040 439.

Headquarters: ZI DES MARDELLES 34 rue Maurice de Broglie-93600 AULNAY SOUS BOIS

**PREAMBLE:** These general conditions aim to define the sales conditions of all products sold by the company ADS LAMINAIRE.

The relationship between the Customer and ADS LAMINAIRE is governed by these general sales conditions. They will be provided or accessible to the Customer when ordering or purchasing Products.

Therefore, acquiring a Product from ADS LAMINAIRE implies the full and unconditional acceptance of these general sales conditions by the Customer.

Any condition or clause contrary to those imposed by the Customer will not be enforceable against ADS LAMINAIRE without express written acceptance, regardless of when it was brought to their attention. The fact that ADS LAMINAIRE does not invoke any of these general sales conditions at a given time cannot be interpreted as a waiver of their right to do so later.

The acquisition of a Product with or without accessories is made through a firm and final order summarizing the specific terms and prices.

Clause n°1: Orders: For an order to be considered firm and final, it must have been acknowledged by ADS LAMINAIRE. Once confirmed, an order cannot be canceled solely at the Customer's discretion.

Order Modification: Any requested modification must be submitted in writing before product shipment.

Clause n°2: Deadlines: The deadlines provided in our acknowledgments are

indicative. No delivery delay can lead to compensation or cancellation of the order or contract.

Plans: If material orders require plans for project completion, they must be signed by the contractor with "approval." Delivery time starts upon receipt of this validation. Any modifications during production will adjust the delivery time accordingly.

Clause n°3: Price: The selling price of products is that in effect on the day of ordering. Prices are exclusive of taxes unless otherwise stated in our quotes, based on ex-factory Aulnay sous Bois (93) with a validity of 30 days. Invoicing will occur at prices in effect on the shipping date unless otherwise confirmed.

Clause n°4: Payment: Invoices are payable at the seller's headquarters by check, bank transfer, or in advance unless specific conditions exist between ADS LAMINAIRE and its client.

Clause n°5: Late Payment: In case of total or partial non-payment by the payment deadline specified in our quotes, the buyer must pay ADS LAMINAIRE a late penalty equal to three times the legal interest rate at delivery date. This penalty is calculated on the total amount due from the due date without prior notice.

Clause n°6: Delivery: Our goods travel at the recipient's risk even with free shipping. Delivery is either directly to the buyer or as indicated on the purchase order. The delivery timeframe indicated on the order acknowledgment is indicative and not guaranteed. Consequently, reasonable delays do not entitle buyers to damages or order cancellation; transport risk is entirely borne by the buyer.

Clause n°7: Retention of Title Clause

It is agreed that goods deliveries do not transfer ownership until all corresponding invoices are settled. ADS

LAMINAIRE expressly retains ownership rights over unpaid goods and can demand their return without formalities if necessary. In case of buyer insolvency, ADS LAMINAIRE reserves rights to reclaim unpaid goods within insolvency proceedings.

Clause n°8: Resolutive Clause: If within fifteen days following implementation of clause n°6 "Late Payment," remaining sums are not paid, the sale will automatically terminate and may lead to damages awarded to ADS LAMINAIRE.

Clause n°9: Penalty Clause: Unless timely requested and granted by ADS LAMINAIRE, failure to pay for supplies by due date results in immediate payment obligation for all sums due regardless of payment method (accepted or not), legal intervention, penalty equal to 5% of amounts due plus legal interest and potential judicial costs.

Clause n°10: Force Majeure: ADS LAMINAIRE is not liable for non-performance due to force majeure events beyond its control such as war, strike, fire, storm, lockout, supplier failure, machinery breakdown etc., as defined under French law. Such events prevent fulfilling obligations economically; this list is non-exhaustive.

Clause n°11: Warranty: ADS LAMINAIRE guarantees goods against manufacturing defects for one year from delivery date. The warranty covers replacement of defective goods only; no other compensation is provided.

Clause n°12: Jurisdiction : Any dispute regarding interpretation or execution of these general sales conditions falls under French law. In case of no amicable resolution, disputes will be brought before the Commercial Court of BOBIGNY.

ADS LAMINAIRE 34 RUE MAURICE DE BROGLIE – 93600 AULNAY SOUS BOIS – FRANCE

TEL. +33 (0) 1 48 17 85 10 FAX. +33 (0) 1 48 17 85 11 – E-mail: [info@adslaminaire.com](mailto:info@adslaminaire.com) - WEB: [www.adslaminaire.com](http://www.adslaminaire.com)

Capital €80,000 - SIRET 69204043900030 – APE 2825 Z – VAT FR 65692 040 439