

GENERAL TERMS AND CONDITIONS OF SALE

Version E – 02/01/2024

1. PURCHASE ORDERS

- 1.1. Any order implies full acceptance and application of our general terms & conditions of sale.
- 1.2. To be considered firm and definitive, orders must have been the subject of an order form on Company letterhead and must include at least an order number, delivery address, billing address, contact person, list of items or reference to an offer number, special conditions or documents relating to the order (if not defined by contract), a billing address and a billing email.

2. PRICES

- 2.1. Prices are per unit, net, excluding taxes, all discounts deducted, standard packaging included and postage extra.
- 2.2. Prices are invoiced based on the rates on the date of the order, unless otherwise agreed in writing.
- 2.3. Any change to an order may result in a price change.
- 2.4. PARIS FLUIDES SYSTEMES TECHNOLOGIES reserves the right to adapt its prices at any time if, prior to delivery, its cost price has changed for any reason whatsoever.
- 2.5. Packaging costs are included in the prices unless otherwise stipulated or in the event of the use of special packaging requested by the purchaser or necessitated by the nature and quality of the product delivered.
- 2.6. For all orders under 200€ excluding shipping costs, a flat rate of 30€ will be applied. No minimum for orders placed on our website www.paris.swagelok.solutions
- 2.7. All our certificates are subject to a fee and must be requested at the time of order.
- 2.8. As a matter of principle, our orders are delivered in their entirety. If partial delivery is requested, additional shipping charges will be applied.

3. TERMS OF PAYMENT

- 3.1. Unless otherwise agreed, all our invoices are payable within 30 days of the invoice date.
- 3.2. The purchaser expressly acknowledges and accepts that in the event of non-payment on the agreed due date, he will be liable to pay damages fixed at a fixed and irreducible rate of 15% of the unpaid amount, with a minimum of €40. Furthermore, by express agreement, in the event of late payment, and eight days after formal notice has been served without result, the purchaser will be liable to a penalty of 1.5% of the unpaid amount per month of the due date. This sum shall in no case constitute a price supplement.
- 3.3. In the case of partial deliveries, each delivery is invoiced on the day of delivery. No deduction may be made by the purchaser from the payments stipulated, whatever the cause or reason.

4. TRANSPORTATION OF GOODS SOLD

- 4.1. The goods sold travel at the recipient's own risks who only has a recourse against the carrier, even in the event of shipping free of carriage.

5. DELIVERY TIMES

- 5.1. Our delivery times are given as an indication but are not binding and any delays do not give the purchaser the right to cancel the sale, refuse the goods or claim damages.
- 5.2. Our delivery times are given as an indication on the day of the offer. We are only bound by the deadlines stated in our order acknowledgements.
- 5.3. We do not make partial deliveries unless requested by the customer, thus incurring additional delivery charges.
- 5.4. Certificates are sent by e-mail only and may take longer to arrive than those specified in articles.

6. FORTUITOUS OCCURENCES AND FORCE MAJEURE

- 6.1. PARIS FLUIDES SYSTEMES TECHNOLOGIES is released from the obligation of delivery for any fortuitous occurrences and Force Majeure; in particular, the all-out or partial strikes, floods and fires, etc. are regarded as fortuitous occurrences.

7. CLAIM - WARRANTY

- 7.1. No complaint will be accepted after a period of 8 days following receipt of the goods.
- 7.2. PARIS FLUIDES SYSTEMES TECHNOLOGIES grants a warranty according to the conditions and within the limits of the warranty granted by the manufacturer according to the latest version MS-13-123 Revxxx. The warranty will only be valid if the equipment has been subjected to normal use. The warranty will cease to apply if the equipment has been used more intensively than intended or has not conformed to the manufacturer's specifications.
- 7.3. Any goods will only be deducted, credited, or replaced once they have been returned in their original packaging, carriage paid to our address and checked by us.
- 7.4. After agreement, all returns must be sent to our head office.
- 7.5. The use and trade of our goods does not engage our responsibility in any way.

7.6. Assemblies: PARIS FLUIDES SYSTEMES TECHNOLOGIES does not warrant or assume responsibility for the design of assemblies. These assemblies include Swagelok components and non-Swagelok components where indicated. The standard Swagelok warranty applies to Swagelok components only, for other components please refer to the supplier's catalogs for their warranty.

7.7. PARIS FLUIDES SYSTEMES TECHNOLOGIES' liability is expressly limited, in all cases, to the total price excluding tax of the products concerned. PARIS FLUIDES SYSTEMES TECHNOLOGIES declines all responsibility for direct or indirect and immaterial damages (loss of turnover, salary or other income, loss of profit, etc.), damages that the customer could avoid or limit by a reasonable and preventive action (application of instructions for use, maintenance, etc.) as well as those excluded from the warranty.

8. RESOLUTION

- 8.1. No returns will be accepted without written agreement. Parts must be new, in their original packaging and never have been installed or in contact with fluids. They will be inspected on receipt. Return charges will apply. "SD" materials and assemblies cannot be returned or exchanged.
- 8.2. If the buyer cancels the order in whole or in part or fails to take delivery of all or part of the goods, PARIS FLUIDES SYSTEMES TECHNOLOGIES has the option of giving the buyer formal notice to collect the goods within a normal period or of requesting the cancellation of the sale for all or part of the goods that have not been delivered.

9. INTELLECTUAL PROPERTY AND COUNTERFEIT WARRANTY

Swagelok holds all intellectual property rights and all necessary authorizations relating to the products and associated documentation and guarantees that the products and associated documentation do not infringe the intellectual property rights or any other rights belonging to a third party.

The sale does not confer any rights on the customer in respect of trademarks or distinctive signs affixed by Swagelok to the products and associated documentation. Furthermore, the seller remains the owner of all intellectual property rights, on photographs, presentations, studies, drawings, models, and prototypes produced as part of the supply of products. Consequently, the customer is prohibited from reproducing or exploiting said photographs, presentations, studies, drawings, models, and prototypes without the express, written, and prior authorization of Swagelok.

10. ELECTION OF RESIDENCE AND JURISDICTION

- 10.1. The election of residence is made by PARIS FLUIDES SYSTEMES TECHNOLOGIES at its head office.
- 10.2. In the event of any dispute relating to the fulfilment of a sale contract or the payment of the selling price, as well as in the event of interpretation or execution of the clauses and conditions indicated above, only the Commercial Court of Evry shall have the authority to settle disputes or contestations about the place of delivery, the accepted method of payment and even in the case of a request under guarantee or a plurality of defendants.
- 10.3. Any order automatically carries the purchaser's adhesion to our general terms and conditions of sale notwithstanding any other contrary stipulation being shown on his own general terms and conditions of purchase. Our general terms and conditions of sales apply to all transactions in the absence of a specific contract expressly stipulating the points on which we accept an exemption.

11. RESERVATION OF OWNERSHIP

- 11.1. PARIS FLUIDES SYSTEMES TECHNOLOGIES reserves ownership of the products until full payment of the invoice. However, the risks are transferred upon delivery.
- 11.2. If payment is not received within the period agreed between the parties, PARIS FLUIDES SYSTEMES TECHNOLOGIES reserves the right to take back the goods.

12. PROTECTION OF PERSONAL DATA (GDPR)

PARIS FLUIDES SYSTEMES TECHNOLOGIES collects and processes personal data to ensure our commercial relationship. This data is kept for 3 years after the last contact or if a longer retention period is authorized or imposed by virtue of a legal, regulatory, or normative obligation. The data is intended for our sales department. Regarding the prevention of money laundering and the financing of terrorism, data is kept for 3 years after the end of relations with the Company. For accounting purposes, data is kept for 10 years from the end of the financial year. In accordance with the French Data Protection Act and the European Data Protection Regulation, you have the right to access, rectify, port, and delete your data, as well as the right to limit its processing. You may also, for legitimate reasons, object to the processing of data concerning you. You may exercise your rights, subject to production of valid proof of identity, by contacting the data protection officer, the PARIS FLUIDES SYSTEMES TECHNOLOGIES company manager, or by e-mail at info@swagelokparis.fr. If you do not wish/no longer wish to receive our news and invitations (by telephone, SMS, post, or e-mail), you can notify us by contacting us at info@swagelokparis.fr. For further information or to make a complaint, please contact the Commission Nationale de l'Informatique et des Libertés (more information at www.cnil.fr).