

# QuadrimeX Chemical terms and conditions of sales

## 1. Application of the Terms and Conditions of Sale

These terms and conditions have been communicated to the buyer, who has freely been able to read and accept them within the meaning of Article 1119 of the French Civil Code.

As a result of this acceptance, these conditions prevail over any other document that may have been exchanged between the parties to the contract, with the exception of specific conditions possibly negotiated as specified below.

If specific conditions, other than the order, are established between the parties and formally accepted in writing by QUADRIMEX CHEMICAL, they prevail over the general conditions.

Accordingly, any clause to the contrary put forward unilaterally by the Buyer, unless otherwise expressly accepted, shall be inapplicable to the Vendor, to QUADRIMEX CHEMICAL, regardless of the time at which the Vendor may have known of it.

All of our Terms and Conditions of Sale can be found on-line on our Web site [www.quadrimeX.com](http://www.quadrimeX.com).

## 2. Price

Our goods are invoiced at the date of shipment at the price confirmed to the Buyer. The price can be accompanied by an adjustment index and/or a revision agreed upon between the parties.

## 3. Orders and Contractual Parts

The orders sent directly to QUADRIMEX CHEMICAL, or through its agents or representatives, solely become final after written confirmation from QUADRIMEX CHEMICAL.

These Terms and Conditions of Sale, the order accepted in writing by QUADRIMEX CHEMICAL, and any other document issued by QUADRIMEX CHEMICAL relevant to the object of the order including for example any special conditions, form the contract, to the exclusion of any other document issued by QUADRIMEX CHEMICAL, having solely an indicative value. Any change or cancellation of the order requested by the Buyer is subject to express agreement from QUADRIMEX CHEMICAL. Such a request from the Buyer can solely be taken into account if it reaches QUADRIMEX CHEMICAL at least seven (7) days before shipment of the goods.

In this contract, QUADRIMEX CHEMICAL specifies having drafted these general conditions. However, this does not mean that they were "determined" and "excluded from negotiation" within the meaning of Article 1110 of the French Civil Code because the two parties to the contract then freely chose, in full knowledge of the facts, to make these terms and conditions by incorporating them by mutual agreement in the contractual field.

Any modification, cancellation or termination of the order requested by the buyer is subject to the express agreement of QUADRIMEX CHEMICAL. Such a request from the buyer will only be considered if it reaches QUADRIMEX CHEMICAL no later than seven (7) days prior to shipment of the goods. After this period, the order will remain valid and must be paid by the buyer.

Beyond this time frame, the order remains in effect and must be paid by the Buyer.

QUADRIMEX CHEMICAL reserves the right to refuse any order for which the invoice amount exclusive of VAT is below 500 €.

## 4. Specifications and material safety data sheets

All products sold by QUADRIMEX CHEMICAL are covered by data sheets established by QUADRIMEX CHEMICAL or by the suppliers to QUADRIMEX CHEMICAL which are supplemented by a material safety data sheet when French positive law so requires.

QUADRIMEX CHEMICAL's liability and the guarantee covering the products are limited to solely guaranteeing these specifications and material safety data sheets ex-works or from our suppliers' sites, as applicable.

Placement of order with QUADRIMEX CHEMICAL entails express acceptance of these specifications and material safety data sheets.

Consequently, the Buyer expressly acknowledges by the acceptance hereof that the information relating to the determination of his consent under the pre-contractual information duty of article 1112-1 of the French civil code has been communicated to him.

Up until such time that the order is accepted by the Buyer, QUADRIMEX CHEMICAL reserves the right to make any changes to the products it deems necessary.

Pursuant to Article 1121 of the French Civil Code, the contract is deemed to be concluded when the acceptance of the offer by the Buyer reaches QUADRIMEX CHEMICAL, at its head office.

## 5. Technical and marketing documentation

All technical and/or marketing documentation technique is provided to the Buyer by QUADRIMEX CHEMICAL solely for information purposes. QUADRIMEX CHEMICAL is in no way liable in the event of litigation or recourse by the Buyer based on the elements contained in these documents. QUADRIMEX CHEMICAL reserves the right to change the technical documentation, specifications, MSDS, brochures, catalogues or any other document, at any time.

## 6. Deliveries

Unless otherwise expressly agreed upon, delivery times indicated by QUADRIMEX CHEMICAL are provided solely for information purposes.

Except in the case of gross negligence or willful misconduct on behalf of QUADRIMEX CHEMICAL, duly demonstrated by the Buyer, the Buyer cannot avail himself of delay to cancel the sale, refuse the goods or claim compensation. If the Buyer, after being formally summoned, does not take delivery of the goods, QUADRIMEX CHEMICAL can, without prejudice to damages, demand performance of the contract or consider the sale as cancelled ipso jure; all instalments remain the possession of QUADRIMEX CHEMICAL.

In the event of successive deliveries, failed or insufficient delivery has no impact on the other deliveries.

Unless otherwise agreed upon, the choice of the transporter is left up to the expertise of QUADRIMEX CHEMICAL. However, this choice cannot engage QUADRIMEX as to the liability of the transporter itself.

When it is impossible for QUADRIMEX CHEMICAL to deliver the goods and this impossibility arises from lack of prior information from the Buyer as to the specificity of his installations, in particular with respect to the choice of the vehicle or specific equipment, all cost subsequent to this impossibility shall be at the sole expense of the Buyer.

## 7. Transfer of risk

Risks related to goods and in particular the risks involved in transport of goods are transferred to the Buyer when the goods are released. Release occurs when the goods are given at or taken from our warehouses, for all sales, regardless of goods destination, and regardless of the sales conditions or the payment of the transport price.

However, for orders which refer to the INCOTERMS, the INCOTERMS rules in effect at the time of the sale shall be applied. The Buyer is solely responsible for protecting his rights with respect to the transporter by stating his reserves within the time frame and the terms set by the applicable rules and by circumventing such risks.

## 8. Reception and claims

QUADRIMEX CHEMICAL guarantees that the quality of the products results exclusively from the technical specifications as defined in articles 4 and 5 of these Terms and Conditions of Sale, to the exclusion of all other guarantee and/or responsibility.

Quantities ordered by the Buyer are indicative. Weights and measurements at departure prove the quantities delivered. Under no circumstances whatsoever can QUADRIMEX CHEMICAL be held liable for disputes or complaints relative to any variations between the quantities ordered and the quantities delivered or made available.

Without prejudice to the steps to take with respect to the transporter, any complaints about conspicuous defects or non-compliance of the delivered goods to the goods ordered or the packing list must be filed in writing at the time of reception of the goods and at the latest within (3) days of such reception. The Buyer is responsible for providing all proof and illustration of the reality of the declared defects or anomalies. The Buyer shall enable QUADRIMEX CHEMICAL to proceed with observation of these defects and to remedy them, which must be such as to render the goods unfit for use intended for them. The Buyer shall abstain from intervening personally or having anyone intervene for this purpose, because a such intervention, either by the Buyer or by a third party, would release QUADRIMEX CHEMICAL from any liability.

When the Buyer sends a written complaint within the indicated time frame and subject to the Buyer's responsibility being involved, QUADRIMEX CHEMICAL undertakes to replace or reimburse, at its choice, all goods it has acknowledged to be non-compliant or conspicuously defective, to the exclusion of all other compensation and/or damages and within the limit of the quantity of goods acknowledged to be non-compliant.

Regardless of whether the complaint is justified or not, complaints in no way release the Buyer from the obligation of payment of the price as per the terms of the contract.

There is no guarantee from QUADRIMEX in the event of inappropriate or wrongful use of the product, of improper storage or handling, or of any modification of the product by the Buyer or by a third party. The guarantee does not cover normal wear of the product.

The Product must be used by competent persons at their own risk, whether it is used alone or in combination with other substances, products, or in any process.

## 9. Packing

### Disposable packaging

Unless otherwise agreed, all packing is included in the sales price.

### Packing supplied by the Buyer

In the event of agreement from QUADRIMEX CHEMICAL to allow the Buyer the possibility of providing his own packaging, the latter is then solely responsible for the choice and quality of the packing and its compliance with the regulations in effect for packaging intended for use with the products.

## 10. Property reserve

The products remain the property of QUADRIMEX CHEMICAL until total payment of the sales price (article L 621-122 al.2 of the French Code de commerce). Accordingly, QUADRIMEX CHEMICAL reserves the right to demand the return of the delivered goods, regardless of the location where they are, at their first request and without formal summons, in the case of late payment or total or partial failure to pay. The goods in storage in the Buyer's premises (warehouses, stores, storage yards) shall be deemed to be related to the unpaid invoices.

Accordingly, the Buyer is prohibited from transferring any rights likely to affect application of this clause to third parties.

All cost involved in returning the goods to the QUADRIMEX CHEMICAL premises shall be at the expense of the Buyer.

## 11. Payment conditions – Non-payment

Unless otherwise agreed upon and duly accepted by QUADRIMEX CHEMICAL, payment conditions can solely be at the maximum those stated by Article L 441-6 of the French Commercial Code.

No discount is granted for early or cash payment. No payment countercharge, reduction, or compensation is accepted in the event of dispute.

Any amount that is unpaid at the due date stated on the invoice entails ipso jure:

- application of penalties based on the entire amount owed at the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points. In this case, the rate applicable during the first half of the year concerned is the rate in effect on 1st January of the year in question. For the second half of the year concerned, it is the rate in effect on July 1st of the year in question. The penalties of delay are due without the need for a reminder (article L 441-6 of the French Commercial Code).
- the application of a 40€ flat-rate compensation for recovery cost in application of the articles L441-6 et D441-5 of the French code of commerce.
- the reimbursement by the Buyer of all file fees and recovery, amicable or contentious sums due, including the fees of officials, bailiff or authorized legal personnel.
- immediate payment of all amounts owed by the Buyer at the date of non-payment, whether these involve other deliveries or any other service or cause.
- termination of future orders, except for those which are underway and which are owed ipso jure by the Buyer.

Up until complete payment of the amounts owed, QUADRIMEX CHEMICAL reserves the right to apply the Property Reserve clause as stated in article 10.

In the event of failure to pay, forty-eight hours after formal summons remaining unproductive, the sale shall be terminated ipso jure by QUADRIMEX CHEMICAL if it so demands. QUADRIMEX CHEMICAL shall then undertake summary proceedings to obtain return of the products, without prejudice to all other damages. This termination shall affect not only the sale or order underway but also all previous unpaid orders, whether delivered or in the process of being delivered, whether due or not.

## **12. Buyer solvency/Modification of the legal or financial situation**

In the event of suspension of payment, bankruptcy or winding-up proceedings of the Buyer, of appointment of a receiver or a legal administrator for all or part of the Buyer's properties or assets, or if Buyer ceases or is likely to cease doing business, or in any other case where QUADRIMEX CHEMICAL has room to fear the occurrence of an event of this type, QUADRIMEX CHEMICAL, after notifying the Buyer and without prejudice to any other right or remedy, can terminate the contract and suspend all deliveries.

## **13. Non-waiver clause**

Under no circumstances can the fact that QUADRIMEX CHEMICAL should fail to require performance of any provision be construed as a waiver of the performance of that provision, regardless of the length of its tolerance or failure to require.

## **14. Force majeure**

The following are contractually assimilated as cases of force majeure and shall constitute causes for extinguishment or suspension of the obligations of QUADRIMEX CHEMICAL, with no recourse from the Buyer: accidents affecting production and storage of the products at the sellers or suppliers, total or partial stoppage of supply of raw materials or energy at its sellers or suppliers, in particular failure of the transporter, fire, flood, property losses, total or partial strike, administrative orders, third-party fault, war and all external event which delays or hinders performance of QUADRIMEX CHEMICAL' undertakings or makes performance of such undertakings economically exorbitant. This list is non-limiting and non-exhaustive.

## **15. Right to modify the Terms and Conditions of Sale**

The terms and conditions of sale can be adapted or modified at any time. In the event of modification, the terms and conditions of sale that are applied are those in effect at the time of the order.

## **16. Applicable law and place of jurisdiction**

The parties shall seek an out-of-court settlement prior to undertaking any legal action. If an amicable agreement cannot be found within a reasonable time, the Parties undertake to use mediation with the Business Mediator: <https://www.economie.gouv.fr/mediateur-des-entreprises>

If by mediation, the dispute cannot be resolved within a reasonable time, all disputes on the subject of contracts undertaken by QUADRIMEX CHEMICAL, related to contract interpretation, performance or their consequences shall be brought before the Courts in Avignon.

In all cases, French law is solely applicable. These terms and conditions of sale are established in French. In the event that they be translated into one or several languages, solely the French texts are authoritative in the case of dispute.