



GENERAL CONDITIONS OF SALE BETWEEN PROFESSIONALS

PREAMBLE

These General Terms and Conditions of sale (GCS) govern the commercial relations between professionals, to the exclusion of any application to the consumer, for all products, machines, accessories, and services marketed.

They shall apply from October the 17th 2022.

RECYL SAS, with a capital of 164,000 euros, whose registered office is located at 17 rue de Montréal, 74100 VILLE-LA-GRAND, FRANCE and registered with the RCS of THONON LES BAINS under the number 394 904 429 is hereinafter referred to as the "Seller".

RECYL SAS aims at the manufacture and marketing of chemicals for industrial use, as well as the sale of washing machines and accessories (brushes, doctor blades, filters, etc.).

The professional client of RECYL SAS, whatever its legal form, is hereinafter referred to as the "Buyer".

ACCEPTANCE AND OPPOSABILITY

These GCS constitute the basis of the contractual relationship.

They shall be supplemented, where appropriate, by the special conditions of the contract.

Any special condition derogating from these GCS must be the subject of a prior written acceptance by the Seller and an express mention in the contract of its derogatory nature.

Otherwise, and in case of contradiction between the special conditions of the contract and the GCS, the GCS will be applied.

The fact that the Seller does not avail himself at a given time of any of these GCS cannot be

interpreted as a waiver of subsequent avail himself of any of the said conditions.

The GCS are given to each Buyer before each first order and/or account opening at RECYL SAS.

The GCS are also available on request or online on the website

<https://www.recyl.com/en/general-sales-conditions/>.

The Buyer declares to have read and accepted these GCS before the validation of his order.

Therefore, any validated order implies prior and unreserved acceptance by the Buyer of these conditions.

ORDER

Orders are only final when they have been confirmed in writing via the sending of an Order Confirmation (OC). Any order taken by a representative of RECYL SAS or one of its employees must be the subject of a written confirmation from the Buyer.

Otherwise, the contract is not concluded.

In the event of the display of an erroneous price, obviously derisory, resulting from a computer bug, the order, even validated by the sending of the acknowledgment of receipt may be cancelled by the Seller without the customer being able to request any compensation. The Seller will inform the Buyer as soon as possible of the error found and a new order may be placed.

The Order Confirmation summarizes the order information. No other information contained in other previous exchanges between the Seller and the Buyer may be considered.

The Buyer is responsible for verifying the details of the order and it is his responsibility, within 48 hours of receipt of the acknowledgment of receipt, to inform the Seller of any error or omission in the order.

Any modification of the order requested by the Buyer can only be taken into consideration if it has been received in writing to the Seller before the shipment of the products.

It can only be considered after written validation by the Seller depending on the availability of the products and delivery times.

It is the Buyer's responsibility not to order products that may be prohibited for import into the country of destination. The Seller cannot be held responsible for the refusal of delivery by the authorities of the country of destination.

Assignment of rights: The benefit of the order is personal to the Buyer and cannot be transferred without the agreement of RECYL SAS.

SPECIFICATIONS DATA SHEETS & MATERIAL SECURITY DATA SHEETS (MSDS)

All products marketed by RECYL SAS are covered by a specifications data sheet drawn up by RECYL SAS or by RECYL SAS's suppliers or subcontractors, as well as a Material Safety Data Sheets (MSDS) as required by legislation. The MSDS are drawn up by an external partner company specialising in this field, in different languages.

The limit of liability of RECYL SAS and the guarantee given on these products ends at the sole guarantee of these specifications sheets and MSDS from our sites or the Supplier's Factory collection sites as the case may be.

Placing an order with RECYL SAS implies express acceptance of these specifications and MSDS sheets. The responsibility of RECYL SAS cannot be questioned by the Buyer in case of dispute or complaint on elements mentioned in these documents.

If the offer has not been accepted by the Buyer, RECYL SAS reserves the right to make any changes it deems useful to its products at any time.

TECHNICAL DOCUMENTATION

Any technical documentation, recommendations for use, and in general any technical & commercial document are given by RECYL SAS to the Buyer as an indication. RECYL SAS cannot be held responsible in the event of a dispute or recourse by the Buyer on elements mentioned in these

documents.

RECYL SAS reserves the right to modify at any time without prior notice the technical documentation, specifications, MSDS, prospectuses, catalogues, or any other documents.

On the other hand, RECYL SAS undertakes, within two months following the modification, to send the specification and MSDS in the event of updating to its existing customers over the 2 years + current year compared to the sales done.

PRICES & CONDITIONS

Our prices are "EXW Recyl" unless otherwise specified on the commercial documents, in euros and excluding taxes, based on the rates communicated to the Buyer on the day of placing the order.

If price conditions "Excluding EXW Recyl" are granted by RECYL SAS to the Buyer, these conditions will also apply to all costs related to transport, and the regulations relating thereto.

The current price is that given by RECYL SAS on the date of acceptance of the order by the Buyer.

Any taxes, duties, fees, or other charges payable under French or European regulations or those of an importing or transit country are the responsibility of the Buyer.

VARIATION

If the offer has not been accepted by the Buyer, RECYL SAS reserves the right to make any changes it deems useful to its prices & conditions at any time.

The Seller has the right to modify its prices & conditions at any time before acceptance of the offer, but it undertakes to invoice the products ordered at the prices indicated on the day of the order.

However, any creation or increase of taxes of duties and taxes, customs duties, and others subsequent to the order remain the responsibility of the Buyer.

Any increase in costs and in particular transport in

the case of conditions "Excluding EXW Recyl" or resulting from a special request of the Buyer will be borne by the latter.

PAYMENT

An invoice is issued for each order.

Unless otherwise agreed duly accepted by RECYL SAS, payment for the products or services sold is understood to be cash on collection or delivery as the case may be.

In the event of deferred or forward payment, constitutes a payment within the meaning of this Article, not merely the delivery of a commercial item or cheque involving an obligation to pay, but their settlement at the agreed maturity.

In the event of payment by promissory note or by LCR or draft on acceptance, it must be sent or returned to us and accepted within the deadlines in accordance with the practices in the matter without exceeding a period of one working week.

In case of payment by check it must reach us within a period of at least three days net at least before the due date.

In the event of late payment, the Seller may suspend all orders in progress, without prejudice to any other course of action, and refuse any new order until full payment of the sums due.

Any sum not paid on the due date indicated on the invoice shall automatically entail, as from the day following the payment date indicated on the said invoice:

- The application of penalties of an amount equal to three times the legal interest rate. This penalty is calculated on the amount including VAT of the amount remaining due and runs from the due date without any prior formal notice being necessary.
- A lump sum compensation of 40 euros is also due for recovery costs.

Under no circumstances may payments be suspended or be subject to any compensation without the prior written consent of the Seller.

Any partial payment shall be deducted in priority to the sums whose exigibility is the oldest.

After a period of one month following the due date, the Seller shall have the right to terminate the contract under the conditions of Article 1226 of the Civil Code.

Until full payment of the sums due, RECYL SAS reserves the right to implement the retention of title clause as mentioned in these general conditions of sale.

In case of payment by negotiable instrument, the failure to return the item will be considered as a refusal of acceptance comparable to a default of payment.

Similarly, when payment is made in instalments, the non-payment of a single instalment entails the immediate exigibility of the entire debt, without prior notice of default.

DELIVERY & REMOVAL

Delivery is made in accordance with the order.

In case of shipment of the products, the Buyer must ensure the accuracy and completeness of the information he transmits. In the event of an error in the wording of the recipient's contact details, the Seller cannot be held responsible for the impossibility of delivering the products ordered.

In case of removal of the products, the Buyer undertakes to take delivery within 8 days of receipt of the notice. After this period, storage costs will be charged at a daily rate of 50 euros. The storage shall take place at the Buyer's risk.

After a period of one month following receipt of the notice or if the Buyer refuses to proceed with the removal of the products, the Seller shall have the right to proceed to the termination of the contract under the conditions of Article 1226 of the Civil Code.

DELIVERY TIME

The Seller is authorized to make deliveries in whole or in part.

Delivery times are indicated as accurately as possible and depend on the Seller's supply and transport possibilities.

Unless otherwise agreed between the Parties, the delivery time is mentioned as an indication and its compliance by the Seller constitutes an obligation of means.

Exceeding the delivery time cannot give rise to damages, withholding or cancellation of orders in progress.

In the event of an event beyond the control of the Seller, the latter will notify the customer of the reasons delaying or preventing delivery.

However, if three months after a formal notice remained unsuccessful the product has not been delivered, for any reason other than a case of force majeure, the sale may, then, be terminated at the request of one or the other of the Parties.

The Buyer may obtain restitution of his deposit to the exclusion of any other compensation or damages.

The clauses of Force majeure, as defined in the paragraph provided for this purpose in these general conditions of sale, apply automatically.

In any event, delivery on time can only take place if the Buyer is up to date with his obligations to RECYL SAS, whatever the cause.

RISKS RELATED TO TRANSPORT & DELIVERY

Whatever the terms of delivery, even in the case of shipment in "Excluding EXW Recyl", and despite the retention of title clause, the transfer of risks on the products and / or their packaging to the Buyer, takes place as soon as the warehouses of RECYL SAS are shipped.

It is up to the Buyer in the event of damage, loss, or shortages to make any reservations or to exercise any recourse with the carriers responsible within the period provided for in Article L 133--3 of the French Commercial Code.

Upon receipt of the products, the Buyer is required to check without delay its conformity with the

order. Any claim must be duly documented, dated, and signed by the receiver and the carrier.

The "transported goods" insurance contracted by RECYL SAS applies to the transport of goods for which the insurance is the responsibility of RECYL SAS by virtue of the Incoterm used.

If the products are collected from the Seller, they are collected at the Risk of the Buyer on the agreed date of their availability for removal. The same provision applies if the collection is postponed at the initiative of the customer.

GUARANTEES

The defects of the products sold are guaranteed in accordance with the provisions of articles 1641 and following of the Civil Code.

The Seller cannot be held liable for products that have not been stored and implemented in compliance with the conditions of use.

The obligation of RECYL SAS is limited to the supply of the products ordered and the Buyer is solely responsible for the choice and conditions of use of the products purchased from RECYL SAS. It is his responsibility to ensure before ordering that the goods are suitable for the use envisaged by him.

Without prejudice to the measures to be taken vis-à-vis the carrier, complaints about apparent defects or non-conformities must be made by registered letter with acknowledgment of receipt to the Seller according to the following deadlines:

- 15 days from receipt of the products;
- 15 days, from the date on which the products were to be delivered, if the customer disputes the delivery of the products;
- 60 days, from receipt of the products, if the defect concerns the intrinsic quality of the product and could not reasonably be discovered within 15 days of receipt of the product.

It is specified that photographs and/or videos may accompany the description of the products; these photographs and/or videos are in no way contractual, and the presentation may be modified

by the Seller without such modification being qualified as non-conformity. The Seller delivers the products ordered in the packaging or presentation available at the time of shipment of the order.

It will be up to the Buyer to provide any justification as to the reality of the defects or non-conformities found. He must leave the Seller every facility to make the findings and to remedy them. He shall refrain from intervening himself or from involving a third party for this purpose.

After the mentioned deadlines, the Buyer is deemed to have definitively and unreservedly accepted the products. If the customer uses or exploits all or part of the delivered products, he will be deemed to have accepted definitively and without reservation.

In the event of an apparent defect or non-conformity of the delivered products, duly noted by the Seller under the conditions provided for above, the Seller reserves the right to replace the products within a period set in agreement with the customer and which may not be less than 30 working days.

Failing this, the Buyer may request the refund of non-compliant products or products affected by an apparent defect and return the products under the conditions set by these general conditions.

Non-conformities or defects found on part of the products does not allow the Buyer to refuse the entire order.

No claim may have the effect of suspending the payment obligation.

The guarantee on the cleaning machines (and spare parts) is only valid in the case of use of the cleaning products provided by RECYL SAS.

This guarantee is for a period of one year unless otherwise stated on the machines.

In the event of an established contractual fault of RECYL SAS, the compensation due to the Seller may in no case exceed the amount paid by the Buyer for obtaining the products. Under no circumstances will RECYL SAS be held liable for any indirect or consequential damage resulting

from the delivery of the products.

RETURN

Any return of product must be the subject of a written agreement between the Seller and the Buyer. Any product returned without this agreement will be held at the disposal of the customer and will not give rise to the establishment of a credit note.

Any return attributable to the Buyer shall be at the Buyer's risk and shall be subject to invoicing, based on the Seller's price list, of the transport and repackaging costs.

Only returns attributable to an apparent defect or non-conformity will be borne by the Seller.

In particular, delivery errors resulting from a lack of information on his part as to the addresses and delivery methods are attributable to the Buyer.

Returned products must be in the condition in which the Seller shipped or made them available.

In addition, the products are packaged in accordance with current transport and safety standards. The Buyer undertakes to respect the same standards for the return of products.

FORCE MAJEURE

The Seller will not be liable for the non-performance of its contractual obligations if it results from a case of force majeure as defined by the provisions of Article 1218 of the Civil Code.

In addition, RECYL SAS will not be liable for the non-performance of its contractual obligations, in the event of circumstances beyond its control such as in particular: the total or partial strike occurring at RECYL SAS, at its Sellers or suppliers, flood, fire, prolonged frost, operating accidents, or manufacturing accidents at RECYL SAS, at its Sellers or suppliers, wars, riots, disruptions in transport, the impossibility for RECYL SAS to be supplied, this list is not exhaustive.

UNPREDICTABILITY

The Parties, fully informed of the provisions of Article 1195 of the Civil Code, accept the risk of a change in the context of the contract and waive all rights arising from the said Article.

QUANTITY

The quantities ordered by the Buyer remain indicative. RECYL SAS can in no way be held responsible for any possible disputes or complaints arising from differences between the quantities ordered and made available or delivered.

USE OF PRODUCTS --- SAFETY

The products marketed by the Seller comply with the French and European regulations in force on the day of the order, in particular regarding their packaging, packaging, and labelling.

It is the Buyer's responsibility to ensure that the products comply with the regulations in force in the country of importation.

RECYL SAS sends the Buyer the specifications and MSDS, to which one or more exposure scenarios may be attached, if necessary.

It is the Buyer's responsibility to respect and ensure compliance by any stakeholder he has mandated, the regulations and indications relating to the products mentioned in the specifications and MSDS.

The Buyer undertakes to respect and to ensure compliance by any stakeholder he has mandated, during each phase of contact with the product, the conditions in particular of its use, transport, storage, as well as all the rules relating to the protection of the environment, public health, protection of persons.

The Seller shall not be liable for any failure by the Buyer to comply with the regulations and indications relating to the products mentioned in the specifications and MSDS.

In case of resale, it is the Buyer's responsibility to transmit all the information relating to the use and safety of the products. The Buyer undertakes to resell the products to professionals able to use,

store and transport them in compliance with safety rules, to the exclusion of any direct sale to the consumer.

The Buyer undertakes to set up a product traceability procedure allowing to identify the contact details of its customers and the lot numbers of the products sold.

In addition, the European Union (EU) has adopted the REACH regulation for the registration, evaluation, authorisation, and restriction of chemicals.

RECYL SAS, in its capacity as Seller, confirms that all raw materials used are registered in accordance with the regulations in force.

It is the Buyer's responsibility to verify its REACH reporting obligations. RECYL SAS cannot be held liable for a breach by the Buyer of its own obligations regarding the REACH declaration.

In the event of changes in regulations or scientific evaluations for one of the products marketed by RECYL SAS, it cannot be held liable for a delay or failure to deliver.

DISTRIBUTION AND RESALE

Distributors and/or resellers engaged and authorized by RECYL SAS, with or without an exclusive contract, follow the same terms and conditions as elaborated in this document.

Distributors and/or resellers of RECYL products undertake to respect, communicate, and ensure compliance, to employees, customers, end users and also all stakeholders in the distribution chain, all applicable points of this document and particularly (but not exclusively):

--- Any information concerning USE OF PRODUCTS --- SAFETY.

--- All conditions concerning INTELLECTUAL PROPERTY.

INTELLECTUAL PROPERTY

RECYL SAS retains all industrial and intellectual property rights relating to trademarks, products, designs and models, photos, catalogues, and

technical documentation that may not be communicated or used without its prior written consent from RECYL. No modification of the products, in any way whatsoever, can be made without the express agreement of RECYL SAS.

Packaging bearing the Seller's brand may only be used for its products and may under no circumstances be used for products other than its own.

Any unauthorized reproduction and use of the mentioned elements would constitute an infringement and would expose its author to legal proceedings, in particular criminal proceedings.

RETENTION OF TITLE CLAUSE

The ownership of the goods supplied by RECYL SAS will only be transferred to the Buyer from the full payment of the full value of the invoices relating thereto by the Buyer, in principal and in accessories, even in case of granting of terms of payment.

In the event of non-payment on the due date, RECYL SAS will then repossess the goods of which it has remained the owner.

The Buyer shall refrain from any transformation, incorporation or assembly of the products supplied by RECYL SAS before having paid for them in full.

In the event of non-compliance with this provision, RECYL SAS will immediately exercise its right of claim on the products still in the state.

The Seller will also be entitled, in case of use of the products before payment of the full price, to request the refund of the sums due to him.

In the event of the opening of a safeguard, reorganization or judicial liquidation procedure, the products may be claimed under the conditions provided for by law and in particular under the provisions of Articles L.624-13 and following of the French Commercial Code.

The application of this clause does not exclude an action for damages brought by the Seller, intended to compensate for the loss of profit or the direct or indirect damage he has suffered.

The Buyer undertakes not to resell or pledge the products until ownership has been transferred to him. The Buyer must keep the products sold under retention of title in their original packaging and in such a way that they cannot be confused with products of the same nature from other suppliers. The return of unpaid products will be due by the defaulting Buyer, at his expense and risk, on formal notice by registered letter.

In the event that our company should claim the products, it will be exempted from returning the deposits received on the price as soon as they can be compensated with the damages due by the Buyer (either by application of the penalty clause, or for costs of return or restoration). The Buyer must oppose the claims that third party creditors may have on the products sold and notify RECYL SAS as soon as possible.

APPLICABLE LAW AND JURISDICTION

These general conditions of sale are governed by French law.

The Parties will seek, before any litigation action, an amicable agreement.

All disputes relating to contracts concluded by RECYL SAS shall be the exclusive jurisdiction of the courts within the jurisdiction of the registered office of RECYL SAS.

In the event that one of the clauses of these general conditions is null and void or unenforceable due to a change in legislation, regulation or by a court decision, this shall in no way affect the validity of the other clauses.

PERSONAL DATA

In accordance with the provisions on the subject, personal data will be subject to automated processing of which only the authorised personnel of the Seller will be the recipient in order to allow the processing of orders.

The customer has a right of information, communication, rectification in the event of inaccuracy of the personal data concerning him.

This right is exercised by sending an email to customer service at the following address: info@recyl.fr