

GENERAL SALES TERMS

1. The fact of placing an order implies full and unreserved acceptance by the Buyer of these GSTs, to the exclusion of any other documents. Any contrary or different condition that may be stipulated by the Buyer, even before this one, shall be deemed unenforceable by us if we have not first accepted it in writing. The fact of not availing ourselves at any given time of any one of these general sales terms cannot be construed as a waiver from later availing ourselves of any one of said terms.

2. The applicable price list is the one in force on the date of the receipt of the order. It is understood exclusive of VAT ex-works (Incoterms 2020). It may be modified in the event of economic changes at the time of delivery. Any changes resulting from legal or statutory changes (customs duties, taxes of any kind, change of carriage rates, etc.) apply immediately and are applied at the time of invoicing if they take place between the day of the order and the day of the delivery.

3. The goods even sent carriage-paid, travel at the consignee's risk and it is up to the latter in the event of damage, loss, delay or missing goods to record them and to confirm his reservations by extrajudicial instrument or by recorded delivery to the carrier within three days following the receipt of the goods. Without prejudice to the measures to be taken regarding the carrier, claims on patent defects or on the non-conformity of the product delivered with the product ordered or with the delivery slip must be made in writing to our registered office at the latest within eight days from the arrival of the goods.

4. Delivery times are given for information purposes and without guarantee. A delay does not authorise the Buyer to cancel the sale or to refuse the goods. Not can it entitle to deduction, penalty, compensation or damages. Permitted departures on quantities regarding delivery shall be more or less 1% calculated on the basis of the number of invoiced units. Weights and measures at the start are considered to be the quantities delivered until proof to the contrary is brought by the Buyer.

5. The following are considered to be cases of force majeure releasing the Vendor of his obligations: wars, riots, fire, strikes, accidents, the impossibility to receive supplies for itself, its suppliers, carriers or sub-contractors.

6. Save special written dispensation, all our sales are payable cash, without discount by bills issued by us, domiciled, without preliminary acceptance save special stipulations. We reserve the possibility to request, before delivery, either advance payment, or a guarantee of payment.

7. The interest rate of late payment penalties due for payment on the day following the date of payment appearing on the invoice in the case the amounts due are paid after this date, is equal to the interest rate applied by the European Central Bank to its most recent refinancing operation increased by 10 percentage points. Late payment penalties are due for payment without a reminder being required and are chargeable by right on all reductions, discounts or rebates. Any invoice recovered after its date of payment is increased by a compensation fixed at €50 on an inclusive basis.

8. In the event of non-payment of the price (or of one single payment), the sale may be cancelled by right at the Vendor's request by simple registered letter to the Buyer. The claim for unpaid goods shall be due by the defaulting Buyer, at its risk, upon formal demand of the Vendor by registered letter even in the event of safeguard, placing under receivership or compulsory liquidation.

9. Without prejudice to the above, any late payment entails on the one hand the immediate payability of all sums due by the Buyer without formal demand and on the other hand the suspension of all orders in progress without formality if the Vendor thinks best.

10. Our agents are not able to incur nor receive payments.

11. THE TRANSFER OF OWNERSHIP OF GOODS SOLD IS SUBJECT TO THE FULL PAYMENT OF THE PRICE BY THE BUYER, ON THE AGREED DUE DATE. CHEQUES, TRANSFERS, PROMISSORY NOTES OR BILLS OF EXCHANGE ARE CONSIDERED AS PAYMENTS ONLY FROM THE DATE OF

THE ACTUAL CASHING OR COLLECTION. UNTIL THEN, THE CLAUSE OF RESERVE OF OWNERSHIP KEEPS ITS FULL EFFECT. THE EXTENSIONS OF DUE DATES POSSIBLY GRANTED TO THE BUYER SHALL MANDATORILY COME WITH THE SAME RESERVE OF OWNERSHIP THE BUYER SUBMITS ITSELF IN ADVANCE.

12. The Vendor guarantees the sole conformity of the goods with its specifications and in accordance with the technical data sheet. Our goods are standard products tested in normal situations. The Buyer undertakes to inspect, before putting into operation, the conformity of the goods with the order and to check by careful tests carried out in the actual conditions of use that the delivered goods are perfectly adapted to the use they are intended for and to the conditions of use. Claims, whatever their nature, must be notified to the Vendor at the latest within eight days from the delivery. The Vendor's total liability for any claim, liability or cost, whatever the nature, shall not exceed the purchase price of the part of goods for which the claim is made. The amount shall also represent the maximum liability of the Vendor, even if the concerned product has been mixed with other materials or used in specialized equipment. **THE VENDOR SHALL UNER NO CIRCUMSTANCES BE LIABLE FOR ANY LOSS OF USE, LOSS OF PROFITS, LOSS OF INCOME, INDIRECT, ACCESSORY, NON-ESTABLISHED, IMMATERIAL OR POSSIBLE DAMAGE, OR DAMAGES.**

13. The Buyer undertakes to comply with the legal and statutory provisions, notably those relating to the protection of workers, protection of the environment and in particular listed installations, waste, forbidden discharges, and transport rules. Save in the event of non-conformity of the product with the Vendor's specifications, the Buyer shall guarantee, protect and defend the Vendor and its employees, managers and directors, and shall exempt them from all liabilities regarding all claims, liability or costs, resulting directly or indirectly from its own default.

14. French law applies only to the relations between Vendor and Buyer.

15. IN THE EVENT OF DISPUTE OR CONTESTING RELATING TO THE PERFORMANCE OR CONSTRUCTION OF THIS DOCUMENT, EXCLUSIVE JURISDICTION IS GIVEN TO THE COURTS OF THE REGISTERED OFFICE OF THE VENDOR EVEN AS REGARDS URGENT PROCEEDINGS, IN THE EVENT OF PROCEEDINGS AGAINST THE GUARANTOR WHICH MAY TAKE THE FORM OF GIVING THIRD-PARTY NOTICE OR PLURALITY OF DEFENDANTS.

16. The safety data sheets for the goods are communicated to the Buyer following the current legal requirements. The Buyer shall take all required steps to inform and advise its salaried employees, representatives or customers likely to handle the goods of all dangers relating to the goods.

17. Documents relating to tax-free goods must be kept at the disposal of Customs and Excise Authorities.

18. The minimum of order is 2000€ with shipment in one time.

19. All compagnies wishing to purchase in order to re-export will have to declare the goods' destination country to FUCHS LUBRIFIANT FRANCE.

20. The question relative to the General Data Protection Regulation (GDPR) can be consulted at the address: <https://www.fuchs.com/fr>

21. The Buyer must not, directly or indirectly, sell or re-export goods (including technical support or services related to such goods, Services) to/ for use in Russia, Belarus, the territories Crimea, Donetsk, Luhansk and any further, if any, self-proclaimed republic on the territory of the Ukraine. In case of violation, the Vendor is entitled (i) to terminate the entire or parts of the business relationship with the [buyer] with immediate effect, (ii) to stop any deliveries of [Goods] (including rendering of Services) with immediate effect, and/or (iii) to any other adequate remedies (including, but not limited to, compensation of any damages, losses, and expenses).

