

TERMS AND CONDITIONS OF SALE

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PREAMBLE

Our company manufactures and sells sawn timber and strips for parquet and decking, mainly made of wood, for installation both inside and outside buildings. Please note that wood is a natural material whose appearance is likely to change depending on the use to which our products are put, climatic conditions, heat, the hydrometry of outdoor or indoor locations and in the event of poor maintenance. It is therefore the responsibility of all our customers, whether private individuals or professionals, to familiarise themselves in advance with the documents made available to them by our company and by our retailers. Our company advises its customers to contact any competent tradesman, such as a joiner or other woodworking professional, to ensure that they are fully informed, without prejudice to their right to consult a project manager before placing any order. By definition, a woodworker is considered to be sufficiently knowledgeable to make an informed choice.

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OBLIGATION TO ADVISE

Our company has no obligation to advise on the choice of products either before or after an order has been placed by a private or professional customer. It is the customer's responsibility to check that the wood ordered complies with the intended use and the nature of the site, taking into account in particular the intended use and the climatic and geographical location of the site. Our prices, which are known and accessible to all our customers, include a description and the quality of the products sold in accordance with the "Classification of oak sawn timber" drawn up by the "Association Promotion du chêne français" or by any other competent body. Our customers acknowledge that they are familiar with the DTU in force and that they should refer to them. For the choice of appearance and resistance class, this information refers to European and French standards, which all customers expressly acknowledge that they are familiar with, having been able to read them freely before placing an order. The company also has no duty to advise on the conditions and methods of installation of its products, nor on their maintenance.

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ORDER

Any order placed by a private individual or a professional implies unreserved acceptance by the customer of these general terms and conditions of sale of our company. None of the clauses on order forms or correspondence received from our customers may therefore derogate from them, unless we expressly and precisely accept them in writing in the text of our offers or acceptances. Offers made by our sales teams shall not constitute a commitment on our part until they have been confirmed in writing to the customer by us. These general terms and conditions of sale may be supplemented by sector-specific general terms and conditions or special terms and conditions of sale in accordance with the conditions laid down by the regulations in force, with all customers being duly notified in advance.

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PRICE

The prices indicated in our offers may be subject to conditions or to a limited period of validity. The prices of the goods sold are those in force on the day the order is taken. They are denominated in euros and calculated exclusive of tax. Consequently, they will be increased by the VAT rate applicable on the day the order is placed. All customers expressly acknowledge that they have read our prices before placing an order. Our company reserves the right to modify its prices at any time. However, it undertakes to invoice the goods at the prices indicated when the order is placed. In the case of contracts or orders to be carried out successively or with deliveries staggered over time, our prices may be revised according to variations in the costs of labour, raw materials and transport. Our prices are fixed in a firm and definitive manner without the possibility for the customer to modify the amount of the invoices except with the express and written agreement of our company. Prices may therefore be revised according to these criteria, subject to prior notification to the customer 30 days before the date of the last contractually agreed delivery. Unless otherwise agreed in writing, our prices are always for goods sold. Prices for our products are also available from our distributors and resellers.

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PAYMENT

Our invoices are payable in cash, unless otherwise agreed in writing and expressed by us.

"From 1 January 2022, the so-called "AGEC" law (relating to the fight against waste and the circular economy) of 10 February 2020 requires those marketing Construction and Building Products and Materials to set up an Extended Producer Responsibility scheme. This system will be financed by an Eco-Contribution which will be invoiced in addition to the selling price of the products at the bottom of the invoice and which cannot be negotiated. In this context, we would like to draw your attention to the fact that the amounts mentioned may be modified from 1 January 2022 in order to include the Eco-Contribution. However, this will have no impact on the other pricing elements". All payments must be made exclusively by bank transfer, cheque or credit card, and exclusively at the company's factory outlet in Givry. If, by way of exception, the seller agrees to deferred payment in accordance with the deadlines shown on the invoice, no discount will be granted for early payment. In the event of late payment, the company will be entitled to demand the return of the goods, without prejudice to any legal action for payment and damages. The company may, ipso jure and without prior notice, cancel orders in progress without prejudice to any other remedy and demand immediate payment of all debts due or to become due. In the event of total or partial non-payment of the goods delivered on the date of receipt, the sums due will bear late payment interest equal to 3 times the legal interest rate in force on the date of delivery of the goods. This interest will be calculated on the amount due, inclusive of tax, and will start to run from the agreed payment due date, without any prior formal notice being required. In addition, a fixed indemnity of €75 will be charged to cover collection costs, in the event of a written reminder or formal notice.

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PENAL CLAUSE

By express agreement, unless a deferment is granted by our company, failure to pay on the due date, whatever the method of payment, will result in the application of compensation equal to 15% of the unpaid sum, to which will be added legal costs and interest in the event of litigation before any French, EU or foreign court.

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RETENTION OF TITLE CLAUSE

The goods sold remain the property of our company until full payment of their price on the agreed date.

Ownership of the goods delivered is not transferred to the customer until full payment has been received. However, the risks relating to the goods will be transferred to the customer or the carrier as soon as the goods are physically handed over to them. In this respect, if the customer is the subject of a safeguard plan, receivership proceedings or compulsory liquidation proceedings, the company reserves the right to claim any goods sold and remaining unpaid as part of the receivership proceedings.

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DELIVERY

Delivery times are subject to availability of supplies.

Delivery times are given as an indication only and may not under any circumstances give rise to a claim for compensation for direct or indirect damage caused by the delay.

Our company cannot be held responsible for the consequences of a delay or suspension of delivery due to causes beyond its control or in cases of force majeure.

In the event of delivery to a building site, the precise place of unloading must be clearly indicated by the customer on the order form and must be accessible by a road that can be driven over without danger or risk.

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We reserve the right to apply a transport surcharge if access to the delivery point requires specific transport not initially provided for in the quotation and not indicated by the customer when the order is placed. Any change of delivery address will result in a reassessment of the transport cost. The pallet will be placed on the pavement by the carrier and handling remains the responsibility of the customer. In the event of representation, the cost of redelivery will be invoiced.

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MAJOR FORCE

The company may not be held liable if the non-execution or delay in execution of one of its obligations results from a case of force majeure, or from any external, unforeseeable and irresistible event within the meaning of the provisions of the Civil Code in force in France.

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DISPUTES – GUARANTEES

Goods are always transported at the customer's risk, unless otherwise agreed in writing between our company and the customer.

It is the recipient's responsibility to make any reservations with the carrier. Our goods are sold recognised on departure by the customer or considered as such, with the dispatch order acting as proof. The goods must be checked by the customer when they are accepted.

On arrival, it is the customer's responsibility to check the condition of the goods before unloading and, if necessary, to make any reservations on the delivery note and to confirm these reservations with the carrier by registered letter with acknowledgement of receipt within 3 days of delivery.

Thus, in the event of damage, missing items, complaints about

apparent defects or the non-conformity of the product delivered, the private or professional customer must make clear and precise reservations to the carrier or the seller, which must be notified by any means by registered letter with acknowledgement of receipt within 3 days of the delivery date. It is the customer's responsibility to provide any justification as to the reality of the anomalies noted. Any goods used, employed or installed shall be deemed to have been accepted and may no longer be the subject of any reservation or complaint. All returns must be the subject of a formal agreement between the customer and our seller.

In the event of a defect recognised by our company, our obligation shall be limited to the replacement or reimbursement of the defective quantities, without further compensation. If it is impossible to proceed as above, our company's obligation will be limited to the amount of the order, to the exclusion of any other compensation of any nature whatsoever. Damage resulting from storage, handling, abnormal use or use that does not comply with the nature, instructions or suitability for use of the product is excluded from any warranty. Our company is expressly not bound by the warranty for hidden defects in its goods with regard to its professional customers, whether individuals or legal entities, under the terms and conditions set out in the provisions of the Civil Code applicable in France. With regard to its professional customers, whether natural or legal persons, our company expressly intends to exonerate itself from any hidden defect, except and restrictively for the customer to prove that our company was aware of the defect at the time of delivery of the goods.

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ASSIGNMENT OF COMPETENCE

In the event of a dispute of any nature whatsoever, only the Chalon-sur-Saône (71) Courts of Justice and Commercial Courts shall have jurisdiction to hear all disputes, even in the event of a third party claim or there being more than one party.

Any clauses attributing territorial jurisdiction appearing in the letters or other documents of all our customers are declared unenforceable against our company.

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ECO-CONTRIBUTION

In accordance with Article R.543-290-3 of the French Environmental Code, SRC PARQUET is required to apply an eco-contribution to meet its obligations to collect and treat waste from Building Construction Products and Materials (BCPM). SRC PARQUET's share of the unit cost of managing PMCB waste, as invoiced by the eco-organisation to which SRC PARQUET belongs, is passed on in full to the Customer. This eco-contribution is applied to each product concerned, appears in addition to the sale price, is subject to VAT and cannot benefit from discounts or other commercial rebates. For the management of PMCB waste, SRC PARQUET is a member of VALOBAT: IDU FR299524_04HRYN This identifier attests to SRC PARQUET's compliance with its extended producer responsibility obligations mentioned in article L.541-10 for the category or categories of building construction products and materials that it places on the market.