

## SAMMODE GENERAL TERMS AND CONDITIONS OF SALE in force from April 2022

### ARTICLE 1. DEFINITIONS

**Seller**, or Sammode: refers to Sammode and/or its affiliates, which manufacture and supply the Products.

**Product**: refers to the luminaires manufactured and marketed by the Seller directly or indirectly through their catalogue.

**GTC**: refers to these General Terms and Conditions of sale, applicable to any Order.

**Buyer**: refers to the customer who places an Order for Products with the Seller.

**Order**: refers to the document sent by the Buyer to the Seller listing the Products ordered on the basis of the Seller's Product catalogue or quotation.

### ARTICLE 2. GENERAL PROVISIONS

These General Terms and Conditions of sale constitute the sole basis of the commercial relationship between the Parties, in accordance with Article L 441-1 of the French Commercial Code. Any Order for Product(s) submitted by the Buyer implies their unreserved acceptance of the GTC, which shall prevail over all other conditions, including any GTC of the Buyer, with the exception of those that have been expressly accepted in writing by the Seller. Any other document or conditions not negotiated between the Parties shall be considered as not applicable. The fact that the Buyer does not avail themselves of any one of the clauses in these GTC cannot be interpreted as a waiver of the right to subsequently avail themselves of any these condition.

### ARTICLE 3. ORDER

3.1. 3.1 Orders shall only become final once accepted in writing by the Seller. Once validated by the Seller, Orders may not be modified by the Buyer, except with the Seller's express written consent.

3.2. With a view to the continuous improvement of its Products, Sammode reserves the right to modify their characteristics or to cease manufacturing them. Consequently, Sammode cannot be held to any obligation to manufacture or deliver Products whose characteristics have been modified or which have been withdrawn from its catalogue.

3.3. The physical and technical characteristics of our Products are provided for information only. It is the Buyer's responsibility to ensure the suitability of the Products chosen with regard to their particular needs and constraints. The Buyer is responsible for the accuracy of the specifications and information provided to the Seller for fulfilment of their Order. The Buyer ensures that the information provided to the Seller in the context of an Order is complete, accurate and relevant, particularly the information concerning the Buyer's needs in terms of functionality, compatibility, interoperability with other equipment, the configuration of the Buyer's site, or the adaptation of the Products ordered to a particular use. Failing this, the Buyer acknowledges that the provision of incomplete or inaccurate information may prevent the Seller from properly fulfilling their obligations.

3.4. If the Buyer buys the Products for resale or to provide them to their own customers in the context of their professional activity, they undertake to inform their customers of these GTC.

### ARTICLE 4. PRICE

4.1. Unless otherwise stipulated, all prices quoted are in Euro, exclusive of tax, customs duties, insurance and eco-tax, where applicable, and exclusive of any accessories. They are valid for two months from the date of the Seller's formal quotation.

4.2. Delivery and packaging charges apply to Orders under €1200 net, excluding VAT.

For shipments within mainland France, the delivery charge is €60 per individual Order; for Orders for glass Products, specific packaging charges may apply up to €60, excluding VAT, per shipment.

For shipments outside mainland France, specific charges per geographical area are applied and indicated in the quotation or the special conditions negotiated annually.

4.3. All new Customers shall be required to pay for their first Order in full before it is dispatched, failing which the Seller's validation of the Order will be cancelled.

### ARTICLE 5. TRANSFER OF RISK

The transfer of risks to the Buyer occurs as soon as the Products are individualised and taken charge of by the carrier, notwithstanding the Seller's right of retention of title.

### ARTICLE 6. DELIVERY AND RETURN

6.1. Delivery times are given as an indication, and without guarantee; they may be affected by external events such as the availability of carriers or components and raw materials, by the order of arrival and processing of Orders, or by cases of force majeure, which the Buyer acknowledges and accepts.

6.2. The Seller shall not be liable for any damage, loss, or loss of profit of any kind alleged by the Buyer as a result of late delivery. Failure to comply with this delivery time shall not give rise to any deduction or compensation. Any penalty imposed by the Buyer without prior written agreement from the Seller shall be considered as contrary to the GTC and de facto unenforceable. In all events, any penalty that may be duly negotiated and validated in writing between the Parties in the event of late delivery shall be capped and considered as a discharge.

6.3. An Order may be fulfilled in one or more deliveries at the Seller's discretion if the availability of the Products so requires. No additional charge will be made to the Buyer.

6.4. The Products are transported at the Buyer's risk and, upon receipt, the Buyer is responsible for checking that they conform to the Order and that there are no apparent defects. In the absence of any reservation expressly made by the Buyer to the carrier, the Products delivered by the Seller shall be deemed to

conform, in quantity and quality, to the Order.

6.5. Any lack of conformity or apparent defects identified at the time of delivery must be reported to the Seller within three (3) days of receipt, in writing accompanied by any supporting evidence; any use, after delivery of a Product by the Buyer, shall be deemed as acceptance of that Product by the Buyer.

Any return of a Product must be accepted by the Seller beforehand; if necessary, the Products must be returned unused and in their original packaging to the Seller's factory (Sammode - 4 route d'Enfonville, 88410 Châtillon sur Saône, France). No claim can be processed or validly accepted if the Buyer does not respect this procedure.

Any lack of conformity claimed by the Buyer must be established by the Seller for it to be recognised as actually attributable to them. Once the non-conformity has been established by the Seller, the latter shall remedy it within a reasonable time and at their discretion: by repairing or replacing the Products, by delivering the missing Products, parts or accessories, or, if applicable, by refunding the Price duly paid.

### ARTICLE 7. RETENTION OF TITLE

The transfer of ownership of the Products to the benefit of the Buyer shall only take place after full payment of the price, regardless of the delivery date of the Products. During the period of retention of title, the Customer shall insure the Products against all risks and damages. Likewise, they expressly refrain from reselling them or handing them over to a third party for any reason whatsoever, or from conferring any right whatsoever on the Products delivered and not paid for.

### ARTICLE 8. CONDITIONS OF PAYMENT

8.1. Invoices are – unless otherwise agreed in writing – payable within thirty (30) days of the date of issue of the invoice. Payment shall be made by bank transfer unless another method of payment is expressly agreed.

In accordance with Article L. 441-6 of the French Commercial Code, any payment made after the payment deadline indicated on the invoice will automatically give rise, without the need for a reminder, to the application of late payment interest equal to three times the legal interest rate in force, plus the application of a fixed indemnity of forty (40) euros for collection costs.

8.2. In the event of non-payment of the price on the agreed due date, the sale may automatically be considered cancelled one (1) month after a formal notice sent by the Seller and remaining without effect. In this case, the Seller may demand the return of the Products at the Buyer's expense.

In the event of non-payment of an invoice on the due date, all invoices in arrears shall become immediately due and payable. In addition, the Seller reserves the right to suspend not only the dispatch of Products ordered by the Buyer but also the fulfilment of Orders in progress, without prejudice to any damages and interest. Depending on the Buyer's level of indebtedness, acceptance of the Order may be subject to specific payment guarantees.

### ARTICLE 9. WARRANTY

9.1. The warranty granted by the Seller is detailed in the document entitled "Warranties", which can be consulted on the website [www.sammode.com](http://www.sammode.com), which the Buyer acknowledges having read and accepted without reservation.

9.2. The Products benefit from a contractual warranty for any defects that they may present during their installation and operation for a period varying from 5 to 8 years (depending on the range of Products, as detailed in the technical documentation for the Products), starting from their delivery date.

The warranty covers non-compliance of the Products with the Order and the legal warranty for hidden defects resulting from a material, design or manufacturing defect affecting the Products delivered and making them unfit for use. The warranty forms an inseparable whole with the Product sold by the Seller. The Product may not be sold or resold altered, transformed or modified.

The warranty is strictly and exclusively limited, at the Seller's discretion, after the latter has ascertained the non-conformity or alleged defect, to the replacement, repair or reimbursement of all or part of the price of the Products, in proportion to their duration of use by the Buyer.

Repairs and/or replacement of a defective part or the Product concerned will not extend or renew the applicable warranty period.

9.3. The warranty can only be applied in the case of normal use and installation of the Products. It does not cover normal wear and tear of the Products, defects, breakdowns or damage resulting from force majeure, incorrect, abnormal or abusive use, connection to an inappropriate power supply, power surges or fluctuations, corrosive environments, negligence, lack of maintenance, or any use or installation contrary to the instructions or restrictions prescribed by the Seller, to an applicable standard, or to good practice.

The warranty does not cover any costs of de-installation or re-installation of the Product, and/or any other costs or damages that may be claimed by the Buyer. Any other claims than those mentioned above, or claims based on other causes, are thus expressly excluded from the warranty. Under no circumstances may the warranty be invoked to cover direct or indirect, material or immaterial damages, costs, loss of profit or loss, including any loss of profit or operation, loss of turnover, commercial loss, loss of image, etc.

9.4. No returns will be accepted without the prior written consent of the Seller. Where applicable, the return must be made in the original or appropriate packaging (so as to protect the Products), with the original documents or references, and sent back to the Seller's factory (Sammode - 4 route d'Enfonville, 88410 Châtillon sur Saône, France). Claims may not be processed or accepted as valid by the Seller in the event that the Buyer does not comply with the aforementioned formalities.

## **ARTICLE 10. LIABILITY**

10.1. As the manufacturer of Products offered in the catalogue (standard or configured versions), the Seller's liability is limited exclusively to (i) manufacturing the Products in accordance with the rules of the trade and the standards in force (ii) supplying Products in accordance with the Order and the specifications of the Products, and (iii) delivering them in good working order and free of defects.

10.2. The Seller's liability for any claims arising directly from their Products, for whatever cause and ground, shall be limited to a maximum total of 10% (ten percent) of the total price paid by the Buyer for the Products to which such claims relate, irrespective of the basis or designation used by the Buyer in support of their claim (indemnity, penalties, penalty clause, damages, etc.)

10.3. The Seller shall in no event be liable for any other form of damages alleged by the Buyer or any third party directly or indirectly related to the Buyer, such as, but not limited to: costs of any kind, lost profits, lost savings, loss of business, loss of data, damage to reputation, loss of goodwill, indirect, incidental, punitive, special or consequential damages. Furthermore, liability based on Article 1792-4 et seq. of the French Civil Code is expressly excluded and does not apply to the Products offered by the Seller.

An indemnity granted by the Seller under a special agreement negotiated with the Buyer shall not be deemed to create any obligation, standard of care or liability either to the Buyer in the future or to third parties.

10.4. The Buyer's claim will only be considered valid if it is sent to the Seller by post with acknowledgement of receipt within thirty (30) days of the event that gave rise to the claim. Claims that do not comply with the above conditions shall be considered null and void.

10.5. These GTC and the Seller's warranty document limit the Seller's entire liability, regardless of when the event occurs, and regardless of the legal basis of the claim (contractual or extra-contractual liability). The limitations and exclusions of liability stipulated in these GTC shall only apply subject to their compliance with the legislation in force at the time of the claim.

## **ARTICLE 11. STUDIES AND PROJECT**

11.1. Any studies carried out by the Seller at the request of the Buyer are provided for information purposes only. They are carried out solely on the basis of documents and information communicated and prepared by the Buyer under their responsibility. They do not imply a visit to the site. They are not intended to replace the studies carried out by a qualified and/or approved design office as part of comprehensive studies taking into account the specific constraints of the site.

11.2. Study reports, and in general any document transmitted by the Seller to the Buyer, remain the former's full and entire property, where it is specified that these documents benefit from the protection granted by intellectual and industrial property law. These documents may therefore not be communicated or used without the express written authorisation of the Seller and must be returned to them on first request.

## **ARTICLE 12. INTELLECTUAL AND INDUSTRIAL PROPERTY**

The Seller's Products and documents are protected by intellectual and/or industrial property rights. The intellectual and/or industrial property rights arising from the Products and any associated documentation (such as instructions, technical documents, plans, drawings, models, etc.) and/or accessories, remain the exclusive property of the Seller. No licence or transfer of any right whatsoever is granted to the Buyer when handing over of the material property of the Products and/or documents and/or accessories. The Buyer shall not modify, adapt or copy the Products or documents delivered by the Seller. The Buyer shall also refrain from transferring to third parties any document or information provided by the Seller on their Products. The Products delivered to the Buyer must not be used for any purpose other than that for which they were originally intended.

## **ARTICLE 13. FORCE MAJEURE**

The Seller shall not be liable if the non-performance or delay in performance of any of their obligations is due to force majeure. Force majeure is defined as any external, unforeseeable and unavoidable circumstances or events that reasonably prevent the Seller from fulfilling all or part of their obligations. The following are considered as cases of force majeure within the framework of the GTC: bad weather, natural disasters (including earthquakes, lightning, floods, volcanic activity or extreme weather conditions), health crises and their consequences, strikes, wars, acts of terrorism, political crisis, civil unrest, acts of sabotage, vandalism, shortages on an industrial scale, failure or loss of electrical power, cyber-attacks and acts of piracy, or failure of the Seller's suppliers to fulfil their obligations, and more generally any event recognised as such by case law.

If the force majeure event continues for a period of three (3) consecutive months, the Seller may cancel all or part of an Order for Product(s) without charge.

## **ARTICLE 14. WASTE PROCESSING: collection, decontamination and recycling**

In accordance with the provisions of the French Environmental Code regarding professional Waste Electrical and Electronic Equipment (WEEE) (Articles R.543-172 et seq.), SAMMODE has chosen to join the approved eco-organisation Ecosystem, which is responsible for the collection, decontamination and recycling of WEEE from products placed on the market in France, when they reach the end of their life. ADEME has attributed the unique identifier FRO01134\_05DOA9, attesting to the registration of producers in the EEE sector, in application of article L.541-10-13 of the French Environmental Code, to SAMMODE. This identifier

attests to its compliance with the obligation to register with the Register of Producers of Electrical and Electronic Equipment, and with the requirement to submit marketing declarations to Ecosystem. Information on WEEE processing obligations and the operation of the collection system can be found on the Ecosystem website, in the section dedicated to waste producers.

## **ARTICLE 15. PERSONAL DATA**

The personal data collected from Buyers will be processed by the Seller under conditions that comply with the regulations governing the protection of personal data. It is recorded in the Seller's customer file and is essential for processing Orders. This information and personal data are also kept for security purposes, in order to comply with legal and regulatory obligations. It will be kept for as long as necessary to process the Sales Order and any applicable guarantees.

The data controller is the Seller. Access to personal data will be strictly limited to the employees of the data controller, who are authorised to process them by virtue of their duties. The information collected may be communicated to third-party partners or subcontractors, without the Buyer's permission being required. In the context of the performance of their services, the aforementioned third parties have only limited access to the data and are obliged to use it in accordance with the provisions of the applicable legislation on the protection of personal data.

Apart from the cases set out above, the Seller shall not sell, rent, transfer or give access to third parties to the data without the Buyer's prior consent, unless they are obliged to do so for a legitimate reason.

If the data is transferred outside the EU, the Seller will take all measures in accordance with the legislation on personal data and the recommendations of the CNIL in order to secure the processing of that data.

In accordance with the applicable regulations, the Buyer has the right to access, rectify, delete and transfer their data, as well as the right to object to the processing for legitimate reasons; these rights may be exercised by contacting the data controller (Sammode - 24 rue des Amandiers - 75020 Paris, France/eshop@sammode.com). The Buyer may also address a complaint to the Supplier's personal data protection officer at dpo@sammode.com.

## **ARTICLE 16. SUNDRY PROVISIONS**

The invalidity or unenforceability of any provision of these GTC shall not affect the validity or enforceability of the remaining provisions. In the event of such invalidity or unenforceability, the Parties shall endeavour to replace the invalid or unenforceable provision with a valid provision that comes closest to the original purpose of the invalidated provision.

## **ARTICLE 17. APPLICABLE LAW AND JURISDICTION**

The Seller's GTC are governed by French law. In the event of a dispute or litigation between the Seller and the Buyer, and any third party related to the Buyer invoking the relationship between the Seller and the Buyer, the Parties shall first meet to seek an amicable solution to their dispute. If it is impossible to resolve their dispute amicably, the courts within the jurisdiction of the Court of Appeal of Nancy shall have sole jurisdiction.