



GENERAL TERMS AND CONDITIONS OF SALE
of
TLD EUROPE AND TLD MEAI

These general terms and conditions of sale (hereinafter the “**GTS**”) govern the relationship between TLD EUROPE or TLD MEAI, (hereinafter “the **Seller**”) and the customer, (hereinafter “the **Buyer**”), whenever new equipment, second-hand equipment or spare parts are sold (hereinafter the “**Equipment**”).

The placement by the Buyer of an order with the Seller implies the express acceptance of these GTS, which the Buyer acknowledges having read and understood.

Any special or general clause, contrary to or different to GTS from the special or general conditions which may appear in any document from the Buyer, and in particular in its general terms and conditions of purchase not expressly accepted by the Seller, is declared to be not binding on the Seller. In the event of any discrepancies between these GTS and the Seller’s specific terms as set out in the offer, the quotation or order confirmation, the articles of the specific terms shall prevail over the articles in the GTS.

ARTICLE 1 - EQUIPMENT

The specifications and all technical documents of the Equipment are subject to modification in order to adapt and continuously improve it. Should any modification be carried out on the Equipment manufactured by the Seller, the latter shall under no circumstances be obliged to carry out any modification whatsoever to the Equipment of the same type previously delivered to or ordered by the Buyer.

ARTICLE 2 - ORDERS

The order, which constitutes a firm and irrevocable commitment to purchase, will not be accepted until it has been confirmed in writing by the Seller, within ten (10) days of the date of receipt of the order, this confirmation being tacitly acknowledged on expiry of this period. To be accepted, any order shall expressly indicate all information required for the completion of the order and in particular the terms and conditions of delivery and the invoicing address.

If the Buyer objects to the contents of the order confirmation he must contest said order without delay (i.e. a maximum of 72 hours). Otherwise the contract will be concluded in accordance with the sales order acceptance form (the “**SOA**”).

ARTICLE 3 - PRICES

Prices are quoted net (excluding packaging, VAT and any other duties or taxes). The equipment are invoiced by the Seller at the price given in the SOA. The price established in the written SOA may be modified automatically by the Seller until the Date of Delivery (as defined below) or performance if one or more factors having been used to establish the price require a change. These factors include but are not limited to: raw materials and components, change of laws or regulations, charges and applicable taxes, freight costs and/or insurance premiums. The Seller shall notify the Buyer of such change, if any.

ARTICLE 4 – PAYMENT

1. The terms of payments (including down payments) are confirmed in the SOA.
2. Unless otherwise expressly stated in the SOA, invoices are payable within thirty (30) calendar days of the invoice date (the “**Payment Date**”), by wire transfer, with no discount for early payment. Any expenses incurred due to payment mean shall be borne by the Buyer. No payment will be deemed received until the full amount has been credited to the Seller’s bank account.
3. The down-payment as defined above does not provide the possibility, for the Buyer, to retract in return for abandoning the down-payment. The Seller shall always be entitled to require the Buyer to take delivery of the Equipment ordered and to pay the full price for it.
4. No deduction from the payments, or deduction from the amounts invoiced, whether founded or not, is accepted.

5. The terms and conditions of payment – if they form part of a special agreement formally accepted by the Seller – may not be extended for whatsoever reason, even in the event of a dispute.
6. Any amount held back, deducted or not paid on the Payment Date, will automatically give rise, without formal notice or claim from the Seller, to the application of interest at the interest rate determined according to the applicable law. The interest shall be calculated as from the Payment Date (the “**Interest**”). The Interest plus a lump-sum compensation of an amount of 40 euros due as a penalty of the expenses incurred in order to the collection of the payment shall be solely borne by the Buyer, without prejudice to any damages that may be claimed by the Seller.
7. In the event of late payment or failing settlement of one or several invoices, the Seller may set a reasonable grace period to the Buyer by way of formal notice and, if payment not made in full within this period, cancel the supply of Equipment, and/or suspend the processing of other orders in progress and /or demand the immediate payment of any outstanding sum still owed to it and/or demand payment guarantees or payment upon any future order and/or requiring the return of the Equipment, if it has been already delivered.
8. The Seller shall be entitled, even if no default of payment has previously occurred, demand payment guarantees (deposit or others) in the event that information on the Buyer’s situation, a change in its financial situation indicates there is a risk of non-payment of the amounts billed for the Equipment.

ARTICLE 5 - DELIVERY

1. Unless stipulated otherwise, the Equipment is sold “Ex-Works” (Incoterm ICC 2010). If the Ex-Works Incoterms is expressly excluded by the Parties, the Parties shall apply the terms and conditions of the Incoterms chosen.
2. Upon incoterm Ex-Works, the Buyer shall choose its means of transport and bear all the resultant fees, costs (including insurance costs for transportation), liability and risks.
3. The Buyer may inform the Seller of the expected date for the delivery of the Equipment.
4. The Seller shall make reasonable commercial effort to respect the date of delivery requested by the Buyer which is not of the essence. The Seller reserves an additional period of three (3) months as from the date of delivery given in the SOA to deliver the Equipment in due time (the “**Date of Delivery**”). The Seller shall not be liable for any delay in delivery of the Equipment that is caused by (i) a force majeure event (as defined in Article 12 below), or (ii) the Buyer’s failure to provide the Seller with adequate delivery instructions or (iii) any other instructions that are relevant to the supply of the Equipment. In those cases, the Date of Delivery shall be postponed.
5. As soon as the Equipment is available and ready for delivery, the Seller shall send a notice to the Buyer for the delivery of the Equipment (the “**Notice of Delivery**”).
6. The Buyer must take delivery of the Equipment within ten (10) business days of the Notice of Delivery. After this period, the Seller shall have the possibility to:
 - a. Send a formal notice to the Buyer to take delivery and pay the total price of the Equipment;
 - b. Invoice storage expenses of 1% of the sales price per month;
 - c. Transfer the Equipment ordered to another customer, in which case the delivery will be postponed to a later date, according to the Seller’s possibilities; and/or
 - d. Consider the contract terminated by operation of law and keeping the down-payment made by the Buyer as a cancellation charge.
7. The Equipment is under the responsibility and care of the Buyer or of any agent appointed by him, as soon as it leaves the premises where the delivery took place. In a case where the Equipment is made ready at the factory and not removed by the Buyer, the responsibility and care are fully incumbent upon the Buyer.
8. All Equipment shall be examined and controlled upon within fifteen (15) calendar days as from the deliverance of the Equipment to the Buyer, in order to check its compliance with the order, the quality and the technical specifications. The Buyer may notify in writing any objection to the Seller within such fifteen

(15) calendar days (the “**Objection Notice**”). Failing any claim within that period, the Buyer shall be deemed to have accepted the delivery of the Equipment.

ARTICLE 6 – CANCELLATION OF ORDER

Unless agreed otherwise and except in the cases expressly specified above, the cancellation of an order by the Buyer shall give rise to the immediate invoicing of the full price of the Equipment ordered.

Under no circumstances shall the financing details pertaining to the Buyer be binding on the Seller; this is the private business of the Buyer and the financing details are totally independent of these GTS.

ARTICLE 7 – RESERVATION OF OWNERSHIP – TRANSFER OF RISK

1. The Seller shall retain title to the Equipment or any of its spare parts until full and final payment of their prices, interest and additional costs.
2. Until the ownership of the Equipment has passed to the Buyer, the Buyer shall refrain from selling, transferring the Equipment or mortgaging it to a third party.
3. Until the price of the Equipment is paid in full, the Buyer shall maintain the Equipment in satisfactory condition, store it under good condition, and shall make sure that the Equipment is easily identifiable. Any damage, theft, destruction and/or loss that may be caused to the Equipment subject to retention of title from the time of its delivery shall be covered without any deductible by an insurance policy taken out by the Buyer at its own expense.
4. The Buyer authorizes the Seller to pledge the Equipment purchased up to the amount of its sale price, the pledge being lifted as soon as the price has been fully paid.
5. Risk in the Equipment is transferred to the Buyer upon the Date of Delivery of the Equipment as defined in Article 5 of the present GTS.
6. The Seller reserves the right to claim from its debtor in involuntary liquidation or judicial liquidation, the Equipment delivered but not fully paid for.
7. The Seller shall be entitled to take any actions legally required or necessary to ensure and maintain such retention of title subject to the specific applicable national law.

ARTICLE 8 - WARRANTIES

The Equipment delivered by the Seller is guaranteed, independently of the legal warranty, against any defects of materials or construction according to the TLD general warranty conditions, which should be referred to. The Buyer represents that he has read and understood TLD's warranties.

ARTICLE 9 – RESPECT OF LAWS AND REGULATION - INFORMATION

The Buyer represents and warrants that he is perfectly aware of the technical specifications for the Equipment. It is the sole responsibility of the Buyer to:

- (a) choose the appropriate Equipment;
- (b) ensure that the Equipment ordered are suited for their intended use and compatible with its products;
- (c) ensure compliance with all applicable laws, regulations and standards for the use of the Equipment;
- (d) inform its employees, operators, clients, sub-contractors, or agents regarding the use of the Equipment.

ARTICLE 10 – LIABILITY

The Seller shall be under no liability whatsoever to the Buyer for any damage, including but not limited to indirect damages, loss of profit, loss of revenue (whether direct or indirect), loss of business or loss of reputation.

ARTICLE 11 – INTELLECTUAL PROPERTY

The Seller does not transfer to the Buyer any know-how or intellectual property rights in connection with or attached to the Equipment ordered.

ARTICLE 12- FORCE MAJEURE

Any event or circumstance, the prevention of which is beyond the Seller's control, shall release the Seller, for the duration of the disruption and to the extent of its impact, from its contractual obligations. Force majeure shall include, but not be limited to, natural disasters, strikes, war, industrial disputes, shortages of components, raw materials and energy, default of suppliers or subcontractors, unavoidable interruptions of transport and operations, fire and explosion damage, as well as decrees of higher authority.

ARTICLE 13 – LAW ON DATA RECORDS

The Seller, as controller, processes the personal data of the Buyer, his staff and persons acting in his name and on his behalf for the execution of orders and to answer their questions. The processing is legally based on the existing contract between the Seller and the Buyer, namely these GTS.

Personal data are transmitted to the relevant departments of the Seller, its subsidiaries, and any subcontractors, if any, for the purpose of fulfilling orders. This transmission may involve a transfer of data outside the European Union. In this case, the processing will be carried out in compliance with standard contractual clauses, binding company rules or with regard to Privacy Shield.

The processing of the personal data of the individuals concerned shall be carried out in accordance with the applicable law, including the EU General Data Protection Regulation (EU2016/679) of 25 May 2018 (GDPR).

The Buyer and the persons concerned by the processing of personal data have a right of access, rectification, deletion, opposition and limitation of the processing.

These rights can be exercised by contacting the department dedicated to the protection of personal data at the following address: gdpr@tld-group.com.

ARTICLE 14 - SEVERABILITY

In the event that any provisions of these GTS are declared to be unenforceable, the other provisions shall continue in full force and effect.

ARTICLE 15 - APPLICABLE LAW

The governing law shall be the laws of the country of the Seller's registered office.

ARTICLE 16 – JURISDICTION

Any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to the GTS (or any matters contemplated under the GTS) or its formation or its validity or its interpretation or its performance shall be submitted to the competent Court in the jurisdiction wherein the registered office of the Seller is located.