



General Terms and Conditions of Sale
BAUSCH+STRÖBEL CUSTOMER CARE CENTER FRANCE
(November 2024)

I. General Information

BAUSCH+STRÖBEL CUSTOMER CARE CENTER FRANCE
Address: SAS registered at the R.C.S. of Créteil: 932 567 449
Head office: 10 cours Louis Lumière – 94300 VINCENNES
TVA: FR35932567449
E-Mail: Info_FR@Bausch-Stroeel.com

II. Scope and conclusion of contract

1. These General Terms and Conditions of Sale govern the contractual relationship between our company, BAUSCH + STRÖBEL CUSTOMER CARE CENTER FRANCE and its customers hereinafter referred to as ‘the customer’, together referred to as ‘the parties’, and apply for all of our sales and deliveries, including future sale deliveries within the scope of ongoing business relationships, even if these general terms are not expressly agreed at such future time.
2. All orders taken imply the customer's full and unreserved acceptance of these general terms.
3. These general terms apply only to professionals and exclude all consumers, in accordance with the preliminary article of the French Consumer Code.
4. These general terms shall apply for sales and deliveries exclusively, subject to different contractual agreements. No other provisions shall become an element of the contract even if not expressly contradicted by us.
5. Our offers are non-binding. They are to be construed as mere invitations made to our customers and prospects to place firm order for our products. No contract shall have been made until our written confirmation of order has been given. The scope of our sale and deliveries shall be set down exclusively by our written confirmation of order, including the written schedules and amendments thereto. Side agreements and changes shall only come in effect upon our prior written confirmation.
6. Unless otherwise agreed, the sale and delivery of products does not include the installation of products, which must be ordered separately and subject to our general terms and conditions of service.
7. Our fulfilment of the contract with respect to parts subject to governmental export regulations shall be subject to the condition that the required licenses are issued to us.
8. The documents and information delivered and made by us such as pictures, drawings, weights and measures are only binding if we have expressly specified them as an element of contract or make specific reference to them.



General Terms and Conditions of Sale
BAUSCH+STRÖBEL CUSTOMER CARE CENTER FRANCE
(November 2024)

III. Prices and payment

1. Our current prices are made available to customers on request. The period of validity of the prices is determined by the update of the prices in force. The prices of our products are those in force on the date of the order.
2. Our prices shall apply Ex Works (EXW) according to Incoterms® 2020 and are exclusive of shipping costs and additional VAT. If we undertake to deliver the products to a place other than our manufacture, the Customer will be required to pay all costs and taxes incurred by us for transport, freight, customs duties, packaging and insurance.
3. Cost estimates are only valid if made in writing and confirmed by us.
4. Installation, travel times, repairs and other services shall be invoiced and implemented, unless otherwise agreed at the current rates of our General Terms and Conditions of Service available here: [Conditions Générales de Prestations de Service | Bausch+Ströbel](#)
5. Payments are to be made to the accounts mentioned in the invoice or the contract.
6. No discount is accepted.
7. The customer may not set off any sums that we may owe him unless these sums have a legal basis and an amount that are undisputed, definitive and absolute.
8. Unless otherwise agreed, customer's payments shall be due upon receipt of our invoice. Customer shall be in default of payment 10 days after the receipt of invoice without the necessity of any further notice.
9. In accordance with the provisions of article L. 441-10 of the French Commercial Code, any delay in payment will automatically result in the payment of a penalty calculated on the basis of a rate equal to five (5) times the legal interest rate in force on the due date. Interest will begin to accrue from the day following the payment date shown on the invoice and will continue to accrue until the day of full payment of all sums due to us. In the event of late payment, the customer will also be liable to pay a fixed indemnity for collection costs of forty (40) euros as provided for in article L.441-10 of the French Commercial Code. It is specified that this flat-rate indemnity does not limit the amount of other costs that we may incur for the purposes of recovering our invoices.

IV. Delivery, passing of risk, receiving

1. All products delivered will be packed and packaged for shipment in accordance with our standards, unless otherwise agreed between the parties.
2. Deliveries shall be Ex Works (EXW) according to Incoterms® 2020 and unless otherwise agreed, ex place of manufacture. Our manufacture is located in Ilshofen, Germany. Incoterms 2020 are deemed to have been agreed.
3. We reserve the right to reasonable partial deliveries and partial billing.



General Terms and Conditions of Sale
BAUSCH+STRÖBEL CUSTOMER CARE CENTER FRANCE
(November 2024)

4. Risk shall pass to customer upon delivery. Delivery is defined as the notification of readiness of the products for shipment or the acceptance of the products. If an acceptance is to be carried out, this shall be decisive for the transfer of risk. Any reception shall take place in our factory during normal working hours.
5. It is expressly agreed that the products are shipped at the customer's risk, even if transport is at our expense. The customer must take all the necessary precautions and take out the insurance required to cover these risks at his own expense.
6. The foregoing provisions on the passing of risk shall also apply if partial deliveries are made or other services are to be performed by us.
7. Should delivery or acceptance be delayed or not take place as a result of circumstances which are not attributable to us, risk shall pass to customer as of the day of the notice of the readiness for shipment or acceptance. We agree to take out the insurance requested by customer at his expense.
8. Notwithstanding his rights under section IX. hereof, customer may not refuse the receipt of delivery in the event of insignificant defects or deviations in quantity.

V. Retention of title

1. Ownership to the subjects of delivery shall not pass to customer until payment has been made in full. If the validity of this reservation of title is subject to certain conditions or special formal requirements in the country of destination, customer shall ensure that they are fulfilled.
2. Notwithstanding our retention of title, the risks relating to the products (including loss or destruction) will be transferred to the customer in accordance with Article V.
3. Customer may neither pledge nor assign the subject of delivery as security prior to the passage of title. Customer must inform us without undue delay in the event of attachments and seizures or other dispositions by third parties.
4. In the event of actions on the part of customer in breach of contract, including, but not limited to, default of payment, we shall be entitled to repossession following a notice of default, and customer shall be obliged to surrender possession. The enforcement of the retention of title and the pledge of the subject of delivery by us shall not be deemed to be a rescission of contract.

VI. Delivery Dates

1. The delivery time is given as an indication, without guarantee. Exceeding the stated delivery time shall not give rise to any deduction or compensation.
2. However, in exceptional cases, if compliance with a delivery deadline is expressly agreed between the parties as an essential condition of the contract, compliance with a delivery period that has nevertheless been agreed in exceptional cases requires that all commercial and technical issues between customer and us have been settled and that customer has performed all of his obligations. If this is not the case, the delivery period shall be extended accordingly.



General Terms and Conditions of Sale
BAUSCH+STRÖBEL CUSTOMER CARE CENTER FRANCE
(November 2024)

3. Compliance with the delivery date shall be subject to the condition that deliveries to us are correct and on time.
4. The delivery period has been honoured if notice of the readiness for shipment or acceptance is given by the expiration of this period. If acceptance must be made, the acceptance date or alternatively, our notice of the readiness for acceptance, shall govern timeliness.
5. If non-compliance is attributable to acts of force majeure, labor disputes, delays in procuring government licenses or other events outside our scope of influence, the delivery period shall be reasonably extended. This shall also apply in the event of an already existing default. We shall inform customer as soon as possible of the beginning and end of any such event.
6. If the shipment or acceptance of the subject of delivery is delayed on grounds for which customer must bear responsibility, the costs incurred by the delay shall be charged to him. The same shall apply if customer does not fulfil his payment obligations on the agreed date.

VII. Default of delivery

1. In the event of partial impossibility of effecting performance customer may only rescind the contract if it can be proven that partial performance is of no interest for customer. If this is not the case, customer must pay the prices according to the terms of contract attributable to the partial delivery. Otherwise, article X shall apply.
2. If impossibility or incapacity to effect performance occurs during the delay in acceptance or through the fault of the customer, we shall retain entitlement to consideration.
3. If the responsibility for impossibility is not to be borne by either party, we shall have a claim to the portion of the remuneration attributable to the work performed by us.
4. Any further claims because of a default in delivery shall be governed exclusively by article X.

VIII. Intellectual property rights

1. We retain all intellectual property rights to our products, to samples, cost estimates, drawings, documentation and information of a tangible or intangible nature - even in electronic form - which may not be made available to third parties without our express prior written consent.
2.
 - a. If the use of the products leads to an infringement of the intellectual property rights of third parties, we must, unless otherwise specified, procure the right to continued use for customer or alter the subject of delivery in such manner that an infringement of the intellectual property or copy- right no longer exists. If this is not possible under commercially reasonable terms or within a reasonable period, the parties shall be entitled to rescind the contract. We shall indemnify customer within these periods against undisputed or final and absolute claims of the owners of the intellectual property rights.
 - b. The provisions of paragraph VIII.2.a. only apply if:
 - customer informs us without undue delay in writing with the designation and description of the alleged infringements of intellectual property rights or copyrights



General Terms and Conditions of Sale
BAUSCH+STRÖBEL CUSTOMER CARE CENTER FRANCE
(November 2024)

- customer reasonably supports us in the defense against asserted claims or enables us to carry out the modifications pursuant to section VIII.2.a.
- the infringement of intellectual property is not based on the instructions or specifications provided by customer
- the infringement of intellectual property was not caused by the fact that customer arbitrarily modified the subject of delivery or used it in a manner not conforming to the terms of contract.

IX. Claims because of defects

1. We shall deliver a defect-free product, or we shall remedy the defect proven to be defective as a result of a circumstance existing prior to the passing of risk, in accordance with Article IV of these general terms.
2. In this case, we shall bear the direct costs of the subsequent performance. In the event of a replacement delivery, we shall bear the costs of the replacement part and its shipping costs. In all cases, the total costs to be borne by us shall be limited to the value of the contract.
3. Customer must provide us with the required time and opportunity for subsequent performance. If we are not provided with this opportunity, we shall not be liable for any consequences resulting from such failure. Customer shall only have the right to remedy the defect himself or through a third party and demand compensation from us for his necessary expenses in emergencies where plant safety is endangered or to avoid unreasonably greater damage, whereby we must be informed immediately.
4. In the event that customer culpably contributes the cause of the defects, including, but not limited to, his failure to comply with the duty to avoid or reduce damage, we shall have a damage compensation claim after the subsequent performance which corresponds to customer's contribution to the cause of the defect.
5. No claims for defects shall be created for damage incurred for the following reasons, which are not attributable to any fault on our part: Normal wear and tear, improper interference or repair work on the part of customer or third parties, inappropriate or improper use, faulty operation, installation or start-up, faulty or careless handling, improper maintenance, use of unsuitable operating materials/substitute materials, defective construction work, unsuitable subsoil, hazardous ambience conditions of which we were unaware, chemical, electrochemical or electrical influences, changes to the subject of delivery made without our consent.
6. All claims for defects must be made within twelve (12) months of the date of delivery of the products. If this is not the case, we reserve the right not to deal with such claims.

X. Limitation of liability

1. We shall not be liable for any consequential damages or costs, and any damages or expenses, including but not limited to any loss of business, profits or goodwill, damage to the customer's reputation or image, arising out of any defect, use, misuse or inability to use the product ordered by the customer except in the case of gross negligence or wilful misconduct on our part.
2. We exclude all liability for any costs that may be incurred by the customer for any assembly and disassembly operations made necessary by defects in our products.



General Terms and Conditions of Sale
BAUSCH+STRÖBEL CUSTOMER CARE CENTER FRANCE
(November 2024)

3. In accordance with Article 1245-14 of the French Civil Code, we expressly exclude our liability for defective products for damage caused to goods which are not used by the customer primarily for his own purposes.

4. In the event that we are held liable, whatever the nature of the damage, the amount of the repairs to be paid by the customer may under no circumstances exceed the amount of the contract.

5. The customer acknowledges and agrees that he/she will not be able to invoke our liability or exercise any other remedy on any grounds whatsoever in relation to the products ordered until twelve (12) months after delivery of the products ordered.

XI. Insurance claims

To the extent we have direct claims as a joint policyholder against customer's insurer with respect to the subject of delivery, customer hereby gives his consent to the assertion of such claims.

XII. Software

1. In the event of the sale of a product containing software not developed by us, we shall not be liable for any defect in the software or for any direct or indirect damage arising from a defect in or the use of the software.

2. Customer shall receive a perpetual, single, non-exclusive right of use to our software products. The grant of sublicenses is not permitted.

3. Unless otherwise agreed, we are not obliged to provide the source code on which the software product is based.

4. Customer may neither remove nor change the manufacturer's product information, including, but not limited to, notices of copyright, without our prior written consent.

XIII. Export control clause

1. The parties are obliged to comply with all applicable economic sanctions, export/re-export control regulations and import restrictions.

2. If necessary for the performance of export control checks by the authorities, customer shall provide us immediately upon request with all information about the final recipient, the final destination and the intended use of the products delivered by us.

3. No-Russia-Clause: Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any products supplied under or in connection with the Contract that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014. Customer shall undertake its best efforts to ensure that the purpose of paragraph (1) of this clause is not frustrated by any third parties further down the commercial chain, including by possible resellers. Any violation of paragraphs (1) and (2) of this clause shall constitute a material breach of an essential element of the contract, and we shall be entitled to seek appropriate remedies, including, but not limited to termination of the contract for cause.



General Terms and Conditions of Sale
BAUSCH+STRÖBEL CUSTOMER CARE CENTER FRANCE
(November 2024)

The customer shall inform us immediately of any problems in the application of this clause, including any relevant activities of third parties that could frustrate the purpose of paragraph (1) of this clause.

XIV. Confidentiality

1. All information, data and expertise disclosed by us must be treated by the customer as strictly confidential and may not, without our prior written consent, be used by the customer for any purpose other than that for which the products are intended, nor communicated to a third party.

2. The obligation of confidentiality continues to apply even after the relationship between the parties has ended.

XV. Data Privacy

Any personal data sent to us by the customer will be stored and used exclusively for the purposes of our contractual relationship and, where applicable, will only be passed on to third parties insofar as this is necessary for the performance of the contract. Insofar as personal data is recorded or processed in any other way, this is done in compliance with the applicable data protection laws in accordance with the French Data Protection Act no. 78-17 of 6 January 1978 as amended and the General Regulation on the Protection of Personal Data no. 2016/679/EU of 27 April 2016.

XVI. Force Majeure

1. In the event of force majeure rendering the performance of the order and our deliveries totally or partially impossible, we shall be released from all liability. In this case, we may reduce, suspend or terminate our commitments, without being obliged to pay any compensation.

2. In accordance with Article 1218 of the French Civil Code, force majeure is any event beyond our control which could not reasonably have been foreseen when the contract was concluded and the effects of which cannot be avoided by appropriate measures.

XVII. Miscellaneous

1. The order may not be assigned or transferred by the customer without our prior written agreement.

2. All taxes, fees and levies in connection with the performance outside France shall be borne by customer and are to be reimbursed to us as the case may be.

3. We shall not reimburse any costs for the return transport of packaging.

4. Customer shall procure at his own expense all of the licenses and/or import/export papers for using the products.

5. The place of performance for customer's obligations in relation to us is set at our corporate seat in Vincennes (France).



General Terms and Conditions of Sale
BAUSCH+STRÖBEL CUSTOMER CARE CENTER FRANCE
(November 2024)

6. If one or more provisions (or part of provision) of these general terms is found to be invalid, illegal or unenforceable (in whole or in part), the remainder of the provision and of these general terms shall not be affected and shall continue in full force and effect as if the invalid, illegal or unenforceable provision(s) had never existed. In this case, the Parties shall amend the invalid, illegal or unenforceable provision(s) or any part thereof and/or agree on a new provision which embodies as closely as possible the purpose of the invalid, illegal or unenforceable provision(s).
7. All notices and other forms of communication required under these general terms shall be in writing (per mail or per email) and must be sent to the recipient as specified in the Special Conditions. Any Party may change the address to which notices are to be delivered or transmitted by giving the other Party written notice in the manner set forth herein.
8. English language words or expressions used in these general terms intend to describe French legal concepts only and the consequences of the use of those words or expressions in Anglo-Saxon law or any other foreign law shall be disregarded.
9. The French version of these general terms shall prevail over any foreign language version.

XVIII. Applicable law - Jurisdiction

1. These general terms and conditions and the entire contractual relationship between us and the customer are governed by French law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.
2. The place of jurisdiction for all disputes arising directly or indirectly from this contractual relationship is our registered office. We reserve the right to bring proceedings at the customer's registered office.