

## GENERAL CONDITIONS OF SALE

These terms of sale are registered with Mr VAN GORKUM, Bailiff, partner of the company SCP JORAND et VAN GORKUM, 7 rue La Fayette – BP 61807 – 44018 NANTES, FRANCE. A copy of these terms of sale appears on the invoices.

### Article 1: Application date

The act of placing an order implies complete and unreserved adherence to the present terms of sale which take precedence over any other document, notably all terms of purchase or specific conditions not expressly accepted by WIRQUIN (WIRQUIN PLASTIQUES S.A.S.U). Any document other than the present terms of sale, and notably catalogues, advertising, manuals, only has a (non-contractual), indicative value.

The fact that WIRQUIN does not take advantage, at a given time, of any one of the present clauses may not be interpreted as being renunciation of taking advantage of the said clause at a later stage.

WIRQUIN reserves the right to make any changes it deems appropriate to its catalogue, its products or their presentation at any time with no obligation to modify or take back products already shipped or ordered.

### Article 2: Orders

All orders must be submitted in writing or via EDI. The client must verify receipt by printing an order acknowledgement.

Order changes or cancellations requested by the client cannot be considered unless the request is made in writing at least three days before the products are shipped. This waiver does not apply to international sales or orders for specific products or for large volumes. WIRQUIN does not process backorders. For any order for large volumes such as promotional campaigns organized by clients, the client must send an order forecast itemized by model at least three months before shipment.

All orders accepted by WIRQUIN are based on the fact that the client has sufficient financial guarantees to be able to pay amounts due on time. Therefore any change in the client's financial guarantees entitles WIRQUIN to refuse an order, to require disclosure of the client's financial statements or the presentation of sufficient guarantees. Any deterioration of the client's credit may justify the requirement of guarantees or a cash deposit before orders are processed. A denial of coverage by credit insurance will be considered as a reason for requiring a guarantee or payment terms other than those stipulated in Article 5 of these terms of sale. In all cases, products will be delivered only if the client is up to date with all obligations to WIRQUIN.

### Article 3: Logistics:

#### 3.1 - Delivery:

Deliveries are made on 80x120 disposable pallets. Any request for other arrangements must be made in writing by the client, and there may be an extra charge if WIRQUIN agrees to the request.

Force majeure incidents releasing WIRQUIN from its obligation to deliver include: war, riot, fire, flood, strike, lockout, accidents, inability to obtain supplies, adverse weather conditions preventing normal movement of carriers, traffic bans imposed by the authorities, etc.

Regardless of the destination of the goods, on delivery, the client must stamp and sign the bill of lading and print the name of the signer.

The client shall unload the goods using a safe process, as quickly as possible and with sufficient personnel.

#### 3.2 - Delays in deliveries and/or products ordered and not delivered:

Unless otherwise expressly agreed by WIRQUIN, delivery dates are indicative. Late delivery does not entitle the client to penalties, damages, compensation, or to cancel or replace orders. The same is true of out-of-stock items (quantities not delivered) affecting deliveries.

Any agreement between the parties on a service level commitment by WIRQUIN and any associated penalties shall be based on the following cumulative prerequisites to be provided by the client: contractual target, rule for calculating the service level, a measurement indicator showing the order lines impacted by a faulty delivery, and appointment of a dedicated supply chain contact for joint analysis and corrective actions. The results must be submitted monthly to WIRQUIN by the dedicated contact. For specific clients (e.g. OEM) or for large volumes, WIRQUIN can also request a monthly purchase forecast itemized by model.

#### 3.3 - Specific case of deliveries to construction sites

In the specific case of deliveries to construction sites, the specific place of delivery must be expressly indicated by the client on the order form. The client must ensure and manage under its responsibility the manoeuvres necessary for access to and driving on the site. The client must also provide for the presence of a receiving agent on site, whose contact details (name and phone number) must be indicated on the order in addition to the delivery address, to ensure the date and time of delivery and to take charge of receipt of goods, and inspect the condition and the number of packages. If no receiving agent is present on site, the goods will not be unloaded and the cost of delivery will still be charged to the client.

The place of delivery must be accessible by a road that is passable, safe and without risk to the carrier commissioned by WIRQUIN. The client is responsible for any damage suffered by the WIRQUIN delivery vehicles or its carrier due to difficult access and/or inappropriate terrain. Similarly, WIRQUIN declines all liability if any damage on the site is caused by one of its vehicles due to difficult access and/or inappropriate terrain.

The client must contract all necessary insurance for any equipment not paid in full and/or stored on site pending installation, beginning on the date of transfer of risk, that is to say when the product is received and the delivery slip is signed. The insurance must cover the following risks: theft, fire, explosion, natural disasters, transportation, equipment breakage. The client assigns to WIRQUIN any insurance benefits to which it is entitled. If the client is not able to provide proof of necessary insurance, WIRQUIN can contract such insurance at the client's expense. The client must immediately inform WIRQUIN of any loss/claim.

A model cannot be delivered by two separate deliveries.

#### **Article 3.4: Complaints**

In case of damage to the merchandise supplied, missing packages, it is the responsibility of the consignee to directly make a claim against the last carrier to whom he must only give a receipt after assuring himself that the dispatch is complete and in good condition, in the conditions and forms laid down in article L133-3 of the Code of Commerce, or of the CMR (truck waybill) if it concerns an international sale. A copy of the complaint will have to be sent to WIRQUIN at the same time.

In case of obvious defects, missing products, non-conformity of the product supplied with the product ordered, any complaint will also have to be made to WIRQUIN by registered letter with acknowledgement of receipt in a time limit of three days for sales on the mainland, seven days for international sales, following receipt of the merchandise. Outside of this time limit, the merchandise will be deemed to be accepted in full without any qualitative or quantitative restriction. It is the responsibility of the client to supply any proof as to the reality of faults or defects noticed. The client will have to afford WIRQUIN every opportunity to proceed with the observation of these defects and to remedy them; he will refrain from intervening himself or having a third party intervene for this purpose.

In case of a defect or non-conformity of products supplied, duly observed by WIRQUIN, and unless WIRQUIN has a special agreement with the distributor, WIRQUIN will issue a credit note for the value of the recognised faulty product, excluding any compensation or damages.

WIRQUIN does not accept penalties for bar code errors or missing bar codes (gencod). WIRQUIN shall, at its discretion, either replace the product or provide a label.

#### **Article 4: Warranty**

WIRQUIN certifies that the products it markets conform to the French and/or EU regulations and standards in force on the day of the present document and that they are manufactured respecting human and children's rights, and the social legislation in force in the country of production.

The products are guaranteed against any manufacturing defect or malfunctions not apparent at the time of the initial sale, excluding wear parts and samples intended for exhibition (not guaranteed), for the duration specified in the summary table attached hereafter, subject to the conditions and limitations stated below. The guarantee runs from the date of purchase by the non-professional consumer client, the sales receipt being proof (the guarantee will not be able to be applied in the absence of presentation of the said receipt).

For professional clients (plumbing or sanitary ware industry professionals), it is expressly agreed that the guarantee start date is the date on which the product is installed (the invoice for the installation or sale of the WC Pack being evidence thereof).

The guarantee is limited, as decided by WIRQUIN, to reimbursement by the issuing of a credit note to the shop, or the repair or replacement by an identical part or part(s) to that or those recognized as being defective or responsible for the malfunction. Under no circumstances will he be able to claim: labour charges, travelling expenses or damages, particularly for loss of use or other reasons. WIRQUIN cannot be held liable, and the warranty cannot be invoked, in case of misuse of the product, such as: non-compliant or inappropriate installation; incorrect maintenance by the user; use of cleaning products (particularly industrial products or products not designed for use on sanitary ware or chemical products); damage by substances or matter conveyed in the water or external factors such as rodents; draining of boiling oil or matter that is liquid at extreme temperatures, negligent handling; accidents and shocks, damage by foreign matter; modification of the original product; incorrect assembly or use of the assembly (particularly failure to comply with the instructions given in the manual supplied with the product); failure to comply with precautions or conservation instructions; damage caused during shipment; damage caused during modification or opening of the packaging (non-exhaustive list). WIRQUIN is in no way responsible for the quality, the pressure, and the flow of the water supply network, variations of which are likely to affect the proper operation of the product.

WIRQUIN guarantees professional clients and/or distributors against any complaints or claims of third parties in relation to its products, notably safety, quality, intellectual and industrial property rights. The guarantee is applicable after judgement and exhaustion of the means of recourse and/or compromise agreement ratified by WIRQUIN up to the liability limits covered by its insurers. The guarantee does not cover indirect, commercial damages, operating losses, or other image damage.

All supplies of spare parts outside the guarantee period will be invoiced, as will the associated postage and shipping charges. Unless expressly agreed, WIRQUIN does not bear the consequences of an operation of recall or withdrawal of products, when this is carried out solely at the initiative of the client. Only the recall operations carried out at the request of WIRQUIN itself or of an administrative authority will be accepted by WIRQUIN in agreement with the client, without any additional compensation.

#### **Article 5: Financial terms**

##### **5.1 Reservation of title:**

The transfer of ownership of the products is suspended until the client makes complete payment of their price in principal and costs, even in case of granting of payment times. Any conflicting clause, notably inserted in the client's terms of purchase, is deemed non-written in accordance with article L621-16 of the Code of Commerce.

By express agreement, WIRQUIN will be able to exercise the rights it holds under the present reservation of title clause, for any

one of its debts, over all of its products in the possession of the client, the latter being by agreement presumed to be the unpaid ones, and WIRQUIN will be able to take them back or claim them in compensation for all unpaid invoices, without prejudice to its right to cancellation of sales in progress.

The client is authorised to resell the products in the framework of the normal running of his company. This resale authorisation is automatically withdrawn in case of receivership or winding-up by decision of the court.

In case of opening of such proceedings, the client undertakes to inform WIRQUIN by registered letter in the 15 days following the declaration of suspension of payments.

The present clause does not prevent the risks of the merchandise from being transferred to the purchaser upon departing the WIRQUIN factory, the said purchaser then taking on the responsibility of trustee and custodian of the said merchandise until complete payment of the price.

## **5.2 – Price and terms of payment**

The price of goods excluding VAT is the current price on the date of order.

Prices are net, ex-works, including packaging, except for special packaging and markings, for which there will be an extra charge. But to account for any price fluctuations between the date of the order and the delivery, the goods will be invoiced at the prices and terms in effect on the date the order is received (plus VAT at the prevailing rate on the invoice date). Clients will be informed of any price changes at least 30 days prior to the change, unless there is a major and/or exceptional increase in the costs of raw materials.

The prices are postage and packing paid at the place requested for any order meeting the minimum amount fixed in the sales agreement.

International deliveries or those to warehouses or to the industry division clientèle may have specific provisions applied to them.

An invoice is drawn up for each delivery and issued on the date the goods leave the factory. This invoice will include all legal notices, including price reductions granted at the date of sale and directly related to the sales transaction.

In the absence of agreement on exemption or in the case of a risk of insolvency such as provided for in article 2 of the present terms, all invoices are payable to Carquefou, and the due date is 30 days from receipt of the merchandise, in accordance with article L441-6 of the French Code of Commerce. Payment is taken to mean the actual collection by WIRQUIN of the sums owed by the client. In case of deferred payment or payment by instalments, in the meaning of the present article, a payment is made up, not by the simple remittance of a commercial paper or a cheque implying an obligation to pay, but by their payment at the agreed date.

In the absence of agreement on exemption, any payment before shipment gives the right to a discount showed on the invoice, except for clients having payment terms of less than 30 days end of month.

In accordance with Article L442-6 I 8 of the French Commercial Code, blocking due and payable debts is illegal when it involves offsetting, or deferring payment for non-compliance with a delivery date or non-conforming goods. However, a dispute cannot be deducted from a future payment without the express agreement of WIRQUIN.

## **5.3 Late payment**

In the event of late payment, in accordance with article L441-6 of the French Commercial Code and European Directive 2011/7/EU on late payment, late penalties are due automatically without any reminder necessary, on the day following the due date on the invoice, at the interest rate applied by the European Central Bank (ECB) on its most recent refinancing operation plus 10 percentage points (rate set 2 times per year). Interest accrues from the due date until the date that the payment clears, and in accordance with article L441-6 of the French Commercial Code and Decree No. 2012-1115 of October 2, 2012, a flat fee of 40 euros per invoice is due the day following the due date to cover collection costs.

If WIRQUIN launches a procedure to recover the sums, the client will also have to pay WIRQUIN 15% of the whole outstanding amount including tax for damages.

Any incident occurring at one of the due dates will render all sums due liable for immediate payment without prior notice. WIRQUIN may suspend all the orders in progress without prejudice to any other action.

Under no circumstances, even in the event of a dispute, may the payments be suspended or be the subject of any offset without the prior written agreement of WIRQUIN. Any partial payment will firstly be applied to the unsecured part of the debt, then to the sums longest outstanding. Unless otherwise agreed in writing, WIRQUIN accepts no offset of debts, with the exception of cases of legal offset stated in the French Civil Code.

## **Article 6: Intellectual and Industrial Property**

All technical or commercial documents, sales materials, including sales and merchandising concepts, are the sole property of WIRQUIN, which holds the intellectual and industrial property rights of these items, which shall be returned to it immediately upon request. The client agrees to preserve these items with due care, assuming as such, the responsibility of trustee and custodian.

The client agrees not to use these items in any way that might prejudice the rights or image of WIRQUIN.

WIRQUIN also remains the sole owner and operator of the rights to its trademarks and products, and a sale does not confer any rights to the client in this regard. The same is true regarding the intellectual and industrial property rights related to the products sold.

## Article 7: Specific provisions for WIRQUIN listings by clients (retailers and distributors)

By express agreement, the parties agree to refer to the provisions of the agreement signed on 1 January 2002 between UNIBAL and FMB (Code of Conduct, its Annexes and any existing or future updates) for the procedure and the notice periods for ending business relations (delisting and non-renewal of listing). If the length and/or the importance of business relations so justifies, or if previous business agreements more favourable to WIRQUIN exist, the advance notice period of delisting or non-renewal will be longer. For any private label, the advance notice period shall be twice as long to allow WIRQUIN to sell off the specific product inventory. If business relations are ended, WIRQUIN will not take back unsold products or client product inventory. The concepts and other sales materials must be returned by the client at its expense.

Unless specifically agreed, any new listing or change to an existing listing will not result in WIRQUIN taking back third party product inventories or own products which the store no longer sells.

Any discount or commercial cooperation agreement whose assessment base is the revenue earned by WIRQUIN with the client will be based on revenue billed and collected by WIRQUIN after deduction of unpaid invoices, credit notes and free goods granted, transport costs, bankruptcy filings, and any unpaid invoices and late payment penalties.

Any commercial cooperation or service agreement made by the client for the benefit of WIRQUIN will be invoiced based on reciprocal due dates. Such invoices shall be payable under the same payment terms as those applicable for the payment of goods.

The client, service provider under a commercial cooperation or service agreement, also certifies that the services will be consistent with the French Code of Commerce and undertakes to prove same immediately upon request.

## Article 8: Settlement of disputes:

In case of contradiction or difficulty in interpretation, the French version of the present terms of sale takes precedence over any other.

Any dispute relating to the present sale, even an action to enforce a warranty or plurality of defendants, in the absence of an amicable settlement, would be submitted to the exclusive jurisdiction of the Nantes (France) courts.

French law is the only one applicable. In case of international sales, for all questions not settled by the present conditions of sale and French law, the parties agree to refer to the Vienna Convention on Contracts for the International Sale of Goods of 11 April 1980.

## GUARANTEE PERIODS (EXCLUDING WEAR AND TEAR PARTS)

RANGES	Models	Warranty (years)
Seats and coordinated accessories	All models.	2
	WC accessories (toilet brushes, toilet roll holders, etc.)	2
WC Mechanisms and Float Valves	All models except special cases below.	10
	Brass mechanisms for renovations.	2
WC cisterns Frames	All models.	10
	All models.	10
WC Pipes and waste connectors	All models except specific cases below.	2
	MAGICFLEX range of flexible connectors.	5
Walk-in showers	All models.	5
Wastes	All models exception the special cases below	2
	Bath cable waste system	5
	TWISTO, TOURBILLON, TYPHON, JAMES and SLIM shower wastes	5
	COMPACT flexible trap.	5
	ALL-IN-ONE range.	5
	QUICK CLAC bath and washbasin wastes.	5
	ESPACE trap and tubing	5
	SENZO waterless trap.	5
HOPY low profile waste.	5	
Other Products	Ventapipes	2
	Seals	wear parts
	Hydrotherapy (handshowers, hoses, columns, trays)	2
	Electronic components	2
	Shower tray feet	5
	Spare parts and accessories	2

NB: If a longer guarantee is stated on the product packaging, the longer guarantee period applies.