

2R Team V2 & Ice-Tyres purchase order - General Terms and Conditions



These Purchase Order General Terms and Conditions and Order (collectively "Agreement") apply in respect of an agreement between 2R Team V2/Ice-Tyres set forth in the Order ("Buyer") and the Seller (as defined below) in relation to a purchase order, and are in addition to the terms and conditions in the Order (as defined below). Except for the terms and conditions in the Order which are controlling, the terms and conditions under this Agreement are binding between the Buyer and Seller and supersede and replace any Seller terms and conditions or previous agreements for the Goods (as defined below) in scope. Any amendment or modification of this Agreement shall not become binding unless agreed upon in writing in the Order between the parties governing the individual transactions covered by this Agreement. Any order of goods implies the buyer's unreserved acceptance and full adherence to these General Terms and Conditions of Sale.

09-2023

Article 1 : Conditions related to the order

Prior to the signing of the purchase contract, the Buyer acknowledges having been advised by the seller, on all the products offered, as well as on the prices in force on the day of the order and upon the technical characteristics of the chosen products. Consequently, the Buyer acknowledges purchasing the various products which he commands in all conscience, both according to the characteristics and the proposed prices. The products and equipment are delivered within the limits of available stocks. In the event of unavailability of the ordered product, the seller immediately informs the buyer and can offer him, if possible, a product of quality and an equivalent price or the cancellation of the order.

Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller, as demonstrated of good will by a bundle of matching elements.

No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and the Buyer shall indemnify the Seller in full against all loss (including loss of profit) costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of any cancellation. Without prejudice to the generality of the foregoing, should the Buyer purport without the agreement in Writing of the Seller to cancel any order which has been accepted by the Seller or refuse to accept delivery of any of the Goods such action shall constitute a breach of the agreement and, at the option of the Seller, the Seller shall be entitled to require the Buyer to pay to the Seller by way of liquidated damages an amount equivalent to 50% of the invoice value of the order so purported to be cancelled or 50% of the invoice value of the Goods delivery of which is so refused (as the case may be). In the event of the Seller so requiring the Buyer shall pay such amount to the Seller (without any deduction) within 7 days of receiving from the Seller written notification of the amount required to be paid. The Seller and the Buyer hereby agree that such amount represents a genuine pre-estimate of the monetary value of the loss and damage likely to be suffered by the Seller as a result of such breach of agreement on the part of the Buyer. For the avoidance of doubt, in the event that the Seller opts to require the Buyer to pay liquidated damages as set out above, and the Buyer duly pays such liquidated damages, neither party shall have any further liability to the other in relation to the Goods in respect of which such liquidated damages are paid.

Article 2 : Price

The price of the Goods shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of acceptance of the order. Where the Goods are supplied for export from France the Buyer is free to choose his own means of transport, nonetheless the Seller can determine a price for transport for the buyer.

All prices quoted are valid for 60 days only or such lesser period as shall be stated by the Seller on the face of the relevant quotation or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.

For any factor beyond the control of the Seller The Seller reserves the right by giving notice to the Buyer at any time before delivery to increase the price of the Goods to reflect any increase in the cost to the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties), or to any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions. Except for an explicit mention in the order, 30% of the purchase price is payable upon acceptance of the proforma.

Except as otherwise stated under the terms of any quotation or in any price list of the Seller, and unless

otherwise agreed in Writing between the Buyer and the Seller, all prices are given by the Seller are exclusive of carriage charges.

The price is exclusive of any applicable value added tax that the Buyer shall be additionally liable to pay to the Seller. For intra-community orders, the EU VAT number of the Buyer needs to be given for the creation of the proforma.

Article 3 : payment

All Invoices are payable net on a pro-forma basis. The Buyer shall pay all invoices without any other deductions notwithstanding that delivery may not have taken place and the property in the Goods has not been passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued at full payment.

If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to.

→ cancel the contract or suspend any further deliveries to the Buyer;

→ appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer) and

→ charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 4 per cent per annum above BCE base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

In the event that the Seller shall cancel the contract because of the fail of the buyer to make the payment on the due date, the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of such cancellation. Without prejudice to the generality of the foregoing, at the option of the Seller, the Seller shall be entitled to require the Buyer to pay to the Seller by way of liquidated damages an amount equivalent to 50% of the invoice value of the contract so cancelled. In the event of the Seller so requiring, the Buyer shall pay such amount to the Seller (without any deduction) within seven days of receiving from the Seller written notification of the amount required to be paid.

The Seller and the Buyer hereby agree that such amount represents a genuine pre-estimate of the monetary value of the loss and damage likely to be suffered by the Seller as a result of such cancellation.

Article 4 : Transport and Delivery

The Seller gives the buyer the choice to use either buyer or seller means of transport, both of which are the responsibility of the buyer.

Deliveries are operated only on availability and in the order of arrival of orders. Delivery times are indicated as exactly as possible but are based on the seller's supply and specific wishes of the Buyer.

Delivery delays may not give rise to damages, or deduction or cancellation of current orders. However, if one month after the indicative date of delivery and after a removal formal notice, the goods have not been delivered, for any other cause than a case of force majeure, the sale may then be resolved to the request from one or the other party; The Buyer may obtain return of his deposit to the exclusion of any other allowance or damage. The seller cannot be held responsible for any lengthening of duration due to the Buyer, or the transporter. In any event, delivery within the deadlines can only take place if the Buyer is up to date with his obligations to the seller, whatever the cause.

Article 5 – compliance and warranty

The seller's products being specifically designed by the latter, it is up to the buyer to refer to the technical specifications of the products and to verify their compliance with the use for which the latter intends the products. More specifically, the seller can in no way be held responsible for the non-compliance of the products sold with an existing standard, regulation or approval, unless it has specifically indicated the compliance of the said product in the order. Any condemnation or prejudice suffered as a result of non-compliance by the buyer cannot lead to recourse action by the latter towards the seller.

The products made by the seller benefit from a warranty concerning the compliance with respect to the technical specifications of the purchase. Thus, the seller allows the buyer to mandate an inspection of their production, and will facilitate this inspection, before shipment. However, in view of the intended use of the products in extreme conditions, the seller cannot warranty the latter for use. The seller declines all responsibility for the use of its products by the buyer and the consequences thereof. However, in a process of continuous improvement, the seller will take into account feedback on the products in order to improve them constantly, the technical specifications of the various products as well as the prices which may consequently evolve.

Article 6 : Risk and property

Risk of damage to or loss of the Goods shall pass to the Buyer:

→ in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection, or ;

→ in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivered of the Goods.

Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received payment in full of the price of the Goods and payment in full of all sums due from the Buyer to the Seller whether under the Contract or by virtue of any other liability of the Buyer to the Seller.

During the delivery, the buyer must check in the presence of the delivery person that the package has not suffered any damage or opening. If it turns out that the package has suffered damage or an opening, the buyer must express reservations to the delivery person and refuse the package. The seller's responsibility cannot be engaged for damage noted after delivery.

Article 7 : GDPR

The Buyer has a right to access and rectify any personal information concerning him. This right is exercised upon written request to the seller whose contact details appear on the front of the order form, indicating his surname, first name, address and if possible his customer reference. The request must be signed and accompanied by a copy of an identity document bearing the signature of the buyer and specify the address to which the response must be sent.

Article 8 : Dispute settlement

For any dispute arising from the execution of the sales contract or from the interpretation of these general conditions of sale, the parties will first endeavor to find an amicable solution to the problem. Failing this, within one month, the parties may take legal action. French Law is applicable to the present contract and the competent court is the Commercial Court of Toulon.