

## General terms and conditions of sale

### DEFINITIONS

In these general terms and conditions of sale, "SELLER" means HellermannTyton S.A.S. and "BUYER" means the customer, "GOODS" or "SERVICE PROVISION" means goods or services included in the order.

### GENERAL

All placed orders imply the acceptance of our general terms and conditions of sale defined below. The Buyer's general and special purchasing conditions are unenforceable against us unless they have been expressly approved in writing by an authorized representative of the Seller. Any order to be accepted by the Seller is accepted only upon a written confirmation.

### POSTAGE FREE AND MINIMUM ORDER

Postage free is provided for orders with a minimum amount of €1,000 excl. tax and only for orders delivered within the French territory. In case of a blanket order requested by the Buyer, only deliveries with that minimum amount will be postage free.  
For orders less than €1,000 excl. tax, we will have to add an amount of €30 for administration fee, plus €30 for shipping fees.

### PRICE

Sales prices, excluding taxes, are the relevant rates of the delivery date. Prices listed on the order acknowledgement are mainly indicative and may vary without prior notice depending on economic, customs, monetary and fiscal conditions in force on the delivery day.  
Sold goods packing and transport expenses shall be borne by the Buyer.

### PACKING

Our products are delivered according to standard wrapping and packing.

### SPECIAL ORDERS

For special goods orders that are different from the Seller standard specifications, the Buyer shall provide to the Seller all necessary information and specifications to ensure a proper supply and delivery of these goods.  
The Buyer shall bear all the consequences of errors or omissions related to provided information or specifications.

### PROVIDING SPECIFIC DOCUMENTS

Legal documents such as: acknowledgements of receipt, delivery notes and invoices are provided free of charge.  
Any other document requested by the Buyer, such as compliance certificate, will be flat rate charged with a price of €15, excl. tax, per copy.

### TIME LIMITS

Our goods delivery times, indicated in documents related to an order, are provided purely for information and do not constitute a contractual commitment of the Seller.  
Under any circumstance, a delivery delay cannot give rise to penalties or compensation of any kind for direct or indirect, incidental or exceptional damages and cannot be considered as a breach of contract cause.

### TERMS OF PAYMENT

For a first order, advance payment by wire transfer for all clients that do not have a registered account in our books, and for any client whose account is no longer active.  
For account consignors, payment is due within 30 days net from the invoice date or, in any case, according to the growth, business and equality of economic opportunity law (law no. 2015-990 of August 6, 2015).  
For special supplies and tools, a 30% deposit is requested when ordering.  
In case of partial delivery, an invoice will be established and the payment must be made under the above conditions.  
For exported goods, the Seller reserves the right to require a payment, by an irrevocable letter of credit confirmed by a first-class bank in France, or an advance payment by wire transfer.  
Any payment delay by the due date results, ipso jure and without the need for prior formal notification, the application of an interest on late payment equal to 1.5 times the bank base rate in force on 1 January of the current year, plus further recovery costs. In accordance with the decree No. 2012-1115 dated 10th Feb. 2012, in the event of late payment, any professional shall be liable of the delay penalties as well as a lump-sum compensation for recovery costs whose amount is fixed to €40. The creditor may claim additional compensation upon expenditure proof of recovery costs that would exceed €40.  
However, the Buyer will not be liable for interests of an amount less than €30 if the delay occurs once only or if the delay was justified by the Buyer. A debit note will be specifically sent to the defaulting Client.  
The Seller reserves the right, in particular cases, to request upfront payments, to accept orders only against reimbursement or cash payment at collection or advance payments by wire transfer. Failure to pay an invoice by the due date induces immediate payment of any other due invoices, even if said invoices have given rise to bills of exchange already in circulation. The seller reserves the right to temporarily freeze or close a customer's account in the event of non-compliance with the payment terms.

### CONTESTATION

**Invoice:** Any invoice is deemed to be entirely due to the Seller unless a written protest is made by the Buyer within a month after the invoice date.

**Acknowledgements of receipt (AR):** any protest regarding price, time, packaging or other information indicated on the acknowledgement of receipt sent by HellermannTyton must be provided by the customer within 48 hours after receipt of this AR. The customer may not cancel an order if the AR terms are met by HellermannTyton without receiving a protest within this 48 hours period.

### SPECIAL CONDITIONS

Any special conditions derogating from these general conditions (order, delivery, and price) will be validated only after agreement and acceptance of our Company.

### INDUSTRIAL PROPERTY

The Seller holds the rights of industrial property on his studies. Order processing does not transfer these rights to the Buyer, which cannot disclose or dispose them outside the scope of a specific contract.

### CLAIM - RETURN

No return will be accepted without the prior written consent of the Seller and on the express condition that the merchandise is in the same state it was delivered, not used, not transformed, and in its original packaging.  
In no case, goods subject to a special manufacture can be returned or exchanged.  
To be admissible, any claim must be submitted within 48 hours following the receipt of the goods.  
The return shipping fees shall be borne by the Buyer. A minimum participation of 20% of the returned goods sale price will remain borne to the Buyer. In case of dispute, the Buyer must pay non-disputed amount of the invoice in the normal due date of the invoice.

### RESERVATION OF OWNERSHIP

Regardless of the delivery specific conditions, the Buyer accepts that goods remain the property of the Seller until full payment of their price, notwithstanding the acceptance of any paper instrument, payment is considered made only on the date of actual receipt of the corresponding payment instrument. The Buyer agrees not to dispose of the goods in any way until fulfillment of this condition. In the meantime, the goods must remain individualized in the Buyer warehouses or workshops.  
Risks of the sold good will be liable to the Buyer.

### RISKS TRANSFER

Regardless of the delivery specific conditions, all risks related to the goods, including loss and destruction risks, are transferred to the Buyer upon delivery of the goods to the carrier by the Seller or their collection by the Buyer. The Buyer undertakes to take an insurance covering the goods transport and storage for their purchase value until their payment. It also undertakes to take out insurance covering damage after delivery.

### CANCELLATION

Cancellation or suspension of an order can be valid only with the consent of the Seller and his written agreement stating terms compensating the Vendor for all costs already incurred.

### ATTRIBUTION OF JURISDICTION

In case of dispute, the French law is applicable to the contract; the court of Versailles is competent in the event of guarantee call in or plurality of defendants.

### NON-COMPLIANCE TREATMENT

In the event of non-compliance of the product, the claim must be accompanied by all elements necessary for its processing by HellermannTyton, such as, for example, but not limited to it, the product photo identifying the suspected defect compared to a compliant product, traceability elements, conditions of use, etc...

### NON-COMPLIANCE COSTS

For any proven non-compliance, HellermannTyton can support, on a discretionary basis and after prior written agreement, some of the following costs:

- Cost of Products replacing non-compliant Products,
- Transportation costs related to the return of non-compliant Products,
- Cost of sorting operations made by the Buyer and/or other providers selected by the Buyer on the lots likely to have non-compliant Products and identified as such according to traceability elements defined and communicated by HellermannTyton.

As such, it is understood that the number of necessary estimated hours and sorting methods including acceptance criteria and means implemented will be subject to prior and written agreement between the Parties.

In any event, all other costs, expenses, losses... such as non-compliance administrative processing, productivity losses, losses related to mounted Products, handling costs, specific sorting equipment are never object to support by HellermannTyton.

General terms and conditions of sale on 01/10/2015