

## TERMS OF SALES

### 1- Generality

The sales contract, even in the event of a quotation or prior offer, is only perfect subject to the express acceptance by FREECOLD of the buyer's order. The information given in the prospectuses, catalogs and price list are given only as an indication, the seller reserving the right to make any changes in layout, shape, dimensions, or materials to its devices, machines, or components. machines whose representations and descriptions appear on its commercial printed matter.

### 2- Payment

No discount is granted for early payment. In accordance with article L441-6 paragraph 12 of the French Commercial Code as it results from the law of modernization of the economy n ° 2008-776 of August 4, 2008, any late payment will give rise to the application of late interest equal to the most recent refinancing rate of the European Central Bank increased by 10 points.

### 3- Order

There is no minimum order, nor order intake fees. An order can be made by any means (fax, e-mail, website). An order confirmation will be sent to you by fax or e-mail to avoid any errors.

By express agreement, the goods remain the property of FREECOLD until full payment is made. Any payment incident immediately renders any amount owed by the Customer payable.

### 4- Delivery

- Generalities: The indicative manufacturing and shipping time is communicated to the Customer upon acceptance of the order.

It is up to the Customer to check the arrival of the delivered products and to exercise, if necessary, his recourse against the carrier. In the event of delay, damage or missing, the recipient must exercise his recourse by making reservations with the carrier following the procedure governing transport. The Customer is required to inform FREECOLD of any reservations within 5 working days of receipt of the products.

- International delivery specific feature: Shipping operations (transport, insurance, provision) and international transit for deliveries made outside France, the distribution of associated costs and the transfer of risks are established according to the conditions defined by the INCOTERMS (2020), in accordance with to the commercial provisions of the Sales Contract negotiated between the FREECOLD company and its Customer.

- Specific feature to delivery in France: Our goods, regardless of the delivery and collection terms, travel at the risk and peril of the buyer (even in the case of carriage paid). The products shipped are not insured by our company. The standard delivery time is 72 to 96 hours for products in stock.

### 5- Price

Unless otherwise stipulated, our prices are EXCLUDED OF TAX, ex- works. The costs of packaging, transport and insurance, customs duties, or any other incidental expenses, remain the responsibility of the buyer.

Our prices and our offers are established for prices excluding VAT in force on the day of the offer, and are subject to possible increases occurring before the delivery of the goods attributable to increases in the price of raw materials, imported products, related increases to delivered goods, increase in granting duties, customs and other charges as well as transport tariffs both for the country of origin of the goods and for those charged on French territory. All increases resulting from these variations are the responsibility of the Customer.

### 6- Guaranty

In general, FREECOLD guarantees its Customer for a period of 24 months from the invoice date the repair or replacement of products that have been sold and revealing a defect, according to the provisions specified below. Any other provision must, to be applicable, be the subject of a written agreement with FREECOLD.

- Implementation of the guaranty: To be able to invoke the benefit of the Guarantee, the Client must:

- Notify FREECOLD, without delay and in writing, of the defects it attributes to the product (s) delivered and provide all justifications as to the realization of these.

- Communicate to FREECOLD the destination and conditions of use of the presumed defective product.

- Make it easy for FREECOLD to find these faults, or, at FREECOLD's choice, return a presumed defective product to FREECOLD for appraisal purposes within 5 working days.

- In addition, except with the written consent of FREECOLD, refrain from carrying out repairs itself or by a third party, from modifying or having a third party modify any element of said product.

- Defects not eligible for warranty: FREECOLD's obligation does not apply in the event of defects or deterioration originating in whole or in part:

- Normal wear and tear of the products

- Abnormal or atypical use or not in accordance with the specifications, or the rules of the art or the recommendations of FREECOLD.

- A modification or repair of the product not foreseen nor specified authorized by FREECOLD.

- In inadequate storage condition.

- Return conditions: If the warranty were to apply, each party will bear their own shipping costs. The packaging of returned products must be adapted to preserve their integrity during transport.

- Procedure for activating a guaranty: An order "under warranty" should be triggered under the same conditions as a normal order. This order is immediately dispatched if the product is in stock. The product considered to be defective must be returned as soon as possible - within a maximum of 5 days - otherwise the warranty will not be covered. The costs of returning the product are the responsibility of the Customer. After expertise of the manufacturer giving a favorable opinion, the product will be invoiced at 0 € ex-Tax.

### 7- Retention of title clause

The goods remain the property of FREECOLD until the buyer has made full payment (French law 80.335 of May 12, 1980).

### 8- Clause conferring jurisdiction

The Toulouse Commercial Court (France) has sole jurisdiction over any dispute that may arise in the execution of the commercial contract.