

# BURONOMIC TERMS AND CONDITIONS OF SALE – Version in force on 1 September 2023

## ARTICLE 1. SUBJECT

BURONOMIC is specialised in the design, manufacture and sale of office furniture items (hereinafter referred to as the "Products"). These Terms and Conditions of Sale (hereinafter referred to as the "TCS") define the rights and obligations of BURONOMIC and of its professional customers, whether distributors or users (hereinafter referred to as the "Customer"), in the context of Product purchases made by them. By ordering Products from BURONOMIC, including by the intermediary of an independent electronic market place (such as "Maison&objet"), the Customer expressly and unreservedly accepts these TCS. The provisions of these TCS cannot be modified by stipulations to the contrary, in particular in the Customer's General Purchasing Conditions or any other document, without the express written approval of the parties.

## ARTICLE 2. PRODUCT OFFER

**2.1: Conformity of the Product offers:** The Products proposed for sale by BURONOMIC comply with French law in force and the standards applicable in France. BURONOMIC makes every effort in its catalogues to describe to the Customer the main characteristics of its standard Products and to display as faithfully as possible the photographs, texts, graphics and information concerning them. If said characteristics are modified by BURONOMIC and/or its suppliers, BURONOMIC undertakes to correct this information within the shortest delays.

### 2.2: Prices:

For standard Products, our public prices and our TCS are included in our catalogue published every year and are considered to be firm from 1 January to 30 April in the year of publication. The latest version in force of our TCS can also be viewed on line on our website at the following address: <https://buronomic.com/page/accueil>. BURONOMIC reserves the right to modify its TCS and/or public prices at any time, upon one month's advance notification. The Customer must check for any possible modifications before placing an order. The TCS and prices applicable to the Products ordered will be those in force on the date the Customer places the order.

For specific contracts and/or projects or projects involving customised or tailor-made productions for the Customer, BURONOMIC shall send a detailed estimate to the Customer. The special price conditions are only valid for the Customer which requested the specific contract and/or project. The prices proposed for a specific contract and/or project are only applicable during the period indicated on the estimate. However, in the event of an unplanned external event or event having a serious impact on execution of a specific contract and/or project or on its economic balance (new exchange rates, inflation, or for any other real and serious cause), BURONOMIC shall be entitled to revise the prices proposed.

Our prices are ex-works ("EXW", with reference to Incoterms 2020), excluding VAT, Eco-contribution and CODIFAB tax, but include the packaging costs. Our prices are subject to French VAT. Any change in the legal VAT rate will be implicitly charged on the prices of the Products, on the date stipulated by the related application decree.

## ARTICLE 3. ORDER

Orders can be placed by email or EDI. They may also be placed by the intermediary of independent electronic market places (such as "Maison&objet") on which BURONOMIC proposes Products for sale. Orders are processed within the limit of availability of the Products. The sales contract is only valid upon express acceptance of the Customer's order by BURONOMIC issuing an acknowledgement of receipt of order by email or EDI. If BURONOMIC does not reply in writing within 3 (three) working days following the date of reception of the Customer's order, the order shall be deemed to have been refused by BURONOMIC. After acceptance by BURONOMIC, no order cancellation or modification can be accepted. BURONOMIC reserves the right to refuse, reduce, or split any order with abnormal quantities either to limit the debt, or if the order is placed by a Customer which has an outstanding unpaid invoice. In any case, BURONOMIC reserves the right to refuse an order if the Customer is insolvent, in case of a previous payment incident or a request made in bad faith. When BURONOMIC needs to issue an estimate for a specific request by the Customer, it forms an offer valid for 30 days, unless otherwise mentioned.

## ARTICLE 4. DELIVERY

**4.1: Delivery conditions:** The delivery lead-times and availability of the Products are given for indication only. BURONOMIC reserves the right to deliver some orders in several shipments, with no additional cost for the Customer. Overrun of delivery lead times shall not give rise to damages, withholdings, refusal of the Product or cancellation of the current order. In addition, the products can only be delivered within the delays indicated if the Customer is up to date with its obligations to BURONOMIC.

**4.2. Delivery lead-times:** Subject to availability of the Products, their standard delays for provision to the carrier are maximum 10 (ten) working days following conclusion of the sales contract, under the conditions specified in article 3 herein. Any delay in provision relative to the above-mentioned delay shall not constitute a failure by BURONOMIC to fulfil its contractual obligations, which excludes any possibility of cancelling the sale, refusing the delivery or any claim for damages to BURONOMIC by the Customer.

For mainland France, the deliveries are generally made by the carrier within a maximum delay of 10 working days from final conclusion of the sales contract. For any delivery outside mainland France, the delivery delays will be defined specifically, by common agreement between the parties.

**4.3: Delivery – reception procedures:** When the Product carrier is mandated by BURONOMIC, it is the Customer's responsibility in case of damage, missing items, apparent defect and/or non-conformity, to make all necessary observations and in particular:

- Notification of reserves specified on the carrier's delivery note. In this respect it is agreed that the mention "subject to unpacking" not expressly indicating the anomaly observed, cannot be interpreted as a written reserve.

- Confirmation of these reserves to the carrier by registered letter with acknowledgement of receipt within 3 (three) days after delivery, as certified by the date shown on the transport note, in compliance with article L133-3 of the Commercial Code.

- Confirmation of these reserves in writing to the BURONOMIC customer department, by email (to the address of your Sales Administration Department contact or to the following address: [adv@buronomic.com](mailto:adv@buronomic.com)) within 48 hours following reception of the products, including a photograph of the non-conformity. BURONOMIC will then, at its own expense, remove the non-conform Products, the Customer agreeing to put back the Products in their original packaging, making sure that the traceability data of said Products is intact (BURONOMIC labelling and barcode). BURONOMIC will then, at its own expense, ship any missing Products, repair the Product or ship a new equivalent Product if it should prove impossible to repair the defective Product.

Any claim not made in compliance with the rules defined above and within the given delays cannot be taken into account and shall release BURONOMIC from any liability to the Customer.

The Customer shall not use a claim as a reason for deferring all or part of a payment.

**4.4 Unloading:** When the Product carrier is mandated by BURONOMIC, the supply of personnel for the Product unloading operations remains the Customer's responsibility. BURONOMIC reserves the right to charge for the costs of removing and disposing of discarded materials, as well as the cost of unreturned pallets.

**4.5: Redelivery and postponement of delivery:** If the Customer is unable to receive the goods, for any reason whatsoever, on the delivery date agreed between the carrier and the Customer, BURONOMIC reserves the right to charge redelivery costs for each new presentation. BURONOMIC also reserves the right to charge the Customer for the storage and warehousing costs incurred by postponing the delivery requested by the Customer or incurred due to the Customer's fault.

## ARTICLE 5. WARRANTIES AND LIABILITY

**5.1: Legal warranty of hidden defects:** In compliance with the provisions of article 1641 of the French Civil Code, BURONOMIC is bound to a warranty against hidden defects that its Products could contain. The legal warranty of hidden defects is expressly excluded if the Product should be used, handled or stored by the Customer under conditions that are abnormal, unsuitable or incompatible with its purpose, or if the defect should be due, even partially, to faulty or negligent behaviour of the Customer or a third party.

**5.2. Liability:** BURONOMIC is liable for direct material damage that should be caused to the Customer due to faulty behaviour attributable to BURONOMIC, excluding any consequential and/or indirect loss. The material damage caused by BURONOMIC may be compensated up to the express limit of the total amount of the price excluding VAT invoiced for the Products concerned. The above-mentioned limiting clause shall not apply in the event of gross or intentional negligence or when it would contradict the scope of the essential obligation subscribed.

## ARTICLE 6. FORCE MAJEURE

If a case of force majeure should prevent BURONOMIC from meeting its obligations, the sales contract shall be suspended immediately, from the date of notification sent by BURONOMIC to the Customer, by email or by registered letter with acknowledgement of receipt. BURONOMIC shall inform the Customer of the termination of the event preventing execution of the contract, by email or registered letter with acknowledgement of receipt, and the sales contract shall resume immediately on the date of this notification. If such an event should extend for more than one month after the date of notification, the sales contract can be terminated on the initiative of the more diligent party, by registered letter with acknowledgement of receipt, with no penalty or compensation of any type being due by either Party. The sums which would have been received by BURONOMIC before termination of the sales contract shall then be reimbursed to the Customer. Force majeure refers to any event making it impossible, or much more difficult, to execute an obligation due to the unforeseeable, irresistible or exterior nature of this event, these three criteria being alternatives, such as fire, flooding, paralysis of road transport or other axes, interruption of energy supplies, blockage of telecommunications and computer networks, etc. as well as any other event considered by law or case law as a case of force majeure.

## ARTICLE 7. PAYMENT TERMS

Unless specifically agreed with the Customer, BURONOMIC's invoices must be paid in advance, when placing the order. In case of specific agreement with a Customer to grant payment delays, no deduction can be made for early payment. In case of late payment, BURONOMIC may suspend all current orders, without prejudice to any other course of action. In compliance with article L.441-10 of the Commercial Code, any late payment may give rise, without prior formal notice, to the application by BURONOMIC of lateness penalties at a rate equal to that practised by the BCE for its most recent refinancing operation, increased by 10 percentage points, apart from the application of flat-rate compensation for debt recovery costs of 40 euros (Article D.441-5 of the Commercial Code). When the above-mentioned recovery costs exceed the amount of this flat-rate compensation, BURONOMIC may request additional compensation upon presentation of proofs. Any deterioration in the Customer's credit ranking may justify suspension of the current orders, requirement of guarantees, a cash payment or a banker's draft before any orders received are executed, as well as suspension or loss of any credit facilities granted to the Customer.

## ARTICLE 8. PENALTIES AND COMPENSATION

BURONOMIC points out that any compensation and arbitrary deduction of penalties is sanctioned under article L 441-17 of the Commercial Code. No issue of debit note, invoicing of penalties or deduction of penalties or discounts of any type whatsoever by way of compensation may be carried out by the Customer without the prior express written consent of BURONOMIC.

## ARTICLE 9. RESERVE OF OWNERSHIP AND IMMEDIATE TRANSFER OF RISKS

The Products remain the property of BURONOMIC until full payment by the Customer of the price invoiced. In this respect, the remittance or acceptance of any negotiable instrument does not represent a payment within the meaning of this clause. Nevertheless, the Customer shall be liable for all the risks of loss and deterioration of the products sold from the time of their delivery by BURONOMIC. Goods stored by the Customer shall be deemed to be unpaid goods. The Customer shall insure the Products on its premises at their full replacement value, for the benefit of BURONOMIC, until their ownership has been transferred to the Customer, and shall present proof of this insurance to BURONOMIC upon request. The Customer authorises BURONOMIC to enter (subject to reasonable notice) its premises in order to retrieve all Products it owns. Authorisation to do so may not be reasonably refused by the Customer.

## ARTICLE 10. TERMINATION

Any serious failure by one of the parties to meet any one of its main contractual obligations shall authorise the other to terminate the contract ipso jure, without legal intervention, one month after giving formal notice by registered letter with acknowledgement of receipt to the defaulting party, but only if the defaulting party has failed to repair its failure, without prejudice to any damages that the Party victim of the failure would be entitled to claim from the defaulting party due to failure to meet its contractual obligations.

## ARTICLE 11. APPLICABLE LAW AND JURISDICTION

The present agreement is governed by the laws of France. Any dispute that should arise concerning the conclusion, execution, interpretation and/or termination of this contract shall be subject to the exclusive authority of the courts having jurisdiction over the registered office of BURONOMIC, including in the event of warranty claim or multiple defendants.