

ELECTRO CALORIQUE SERVICES  
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SAS with a share capital of €20,000  
Lyon Trade and Companies Register No. 790 902 555  
SIRET No.: 790 902 555 00016 NAF: 3312Z  
Intra-Community VAT No.: FR86790902555

**TERMS AND CONDITIONS OF SALE**  
**SPARE PARTS AND AFTER-SALES SERVICE**  
**Last updated: 19 November 2025**

## **1 – PURPOSE**

These general terms and conditions of sale (hereinafter the "GTC") set out the terms and conditions under which ELECTRO CALORIQUE SERVICES (hereinafter referred to interchangeably as "ECS", the "Seller" or the "Supplier") offers to its customers, legal entities acting exclusively in a professional capacity (hereinafter the "Customer(s)", (hereinafter also referred to as the "Party(ies)"), the sale of spare parts (the "Spare Parts") relating to equipment of the "Electro Calorique ®" and "Iseco ®" brands " (the "Products") marketed by the ELECTRO CALORIQUE group, as well as the provision of one-off after-sales services (the "Services") in respect of said Products and not governed by a maintenance contract between the Parties.

## **2. APPLICATION OF THE GENERAL TERMS AND CONDITIONS OF SALE**

The General Terms and Conditions of Sale are appended to the quotation and the order acknowledgement, which they supplement. These documents are issued by ECS under the conditions set out below.

Prior to placing an order under the conditions set out below, the Customer declares that they have read these General Terms and Conditions of Sale and have accepted them unreservedly and in their entirety.

These General Terms and Conditions of Sale take precedence over all other documents issued by ECS, such as brochures, catalogues, technical documentation, product sheets, photographs, etc., which are for information purposes only and are not contractually binding. Similarly, these general terms and conditions of sale take precedence over any contractual document issued by the Customer, such as general or specific terms and conditions of purchase, as well as over any other general or specific terms and conditions of sale or contractual document having an identical or similar purpose. In addition to the general terms and conditions of sale, only the documents referred to in Article 3.1.2 shall have contractual effect between the Parties.

## **3 – TERMS AND CONDITIONS OF SALE APPLICABLE TO SPARE PARTS**

### **3.1 Quotations – Orders**

#### **3.1.1 Offers and quotes**

Any enquiry from the Customer will result in the issue of an estimate, also known as a quotation, to which these general terms and conditions of sale are attached, and the validity period of which is stated on the said estimate. Quotations do not constitute recommendations by the Seller to the Customer, who remains solely responsible for the choice of Spare Parts.

The Seller's offers are subject to the availability of Spare Parts at the time the Customer's order is received.

#### **3.1.2 Order – Confirmation**

Orders for Spare Parts (hereinafter the "Order(s)") must be placed in writing, in the form of a purchase order issued by the Customer, or a quotation issued by the Seller and signed by the Customer, or a letter or email placing the order sent by the Customer to the Seller. All Orders must include the Customer's order number, the name and capacity of the person placing the Order on behalf of the Customer, the delivery address, the billing address if different from the delivery address, and the names and part numbers of the Spare Parts ordered.

Any Order received shall only become final, and the Contract shall only be formed between the Parties, after the Seller has sent written confirmation. This acceptance is evidenced by the Seller issuing an order acknowledgement, in particular after verifying the availability of the Products covered by the Order. This order acknowledgement is sent to the Customer by any means.

#### **3.1.3 Amendments**

Any request from the Customer to amend an Order that has become final in accordance with clause 3.1.2 must be sent to the Seller by email to [commandeseecs@electrocalorique.com](mailto:commandeseecs@electrocalorique.com) as soon as possible. Failing this, the change will not be taken into account and the Order will be processed and invoiced as normal. The Seller shall make every effort to accommodate the Customer's request for modification but reserves the right to refuse all or part of the requested modifications, in particular if the Order is already being processed or for technical or economic reasons. If the request for modification is refused, the Order shall be executed and invoiced as normal. If the request for modification is accepted by the Seller, it shall give rise to the issuance of a new order in accordance with the terms of Article 3.1.2. Furthermore, the Seller reserves the right to invoice the Customer for any costs it may have already incurred in connection with the fulfilment of the Order originally placed by the Customer.

#### 3.1.4 Cancellation

Any request by the Customer to cancel an Order that has become final in accordance with Article 3.1.2, for reasons other than force majeure, must be sent to the Seller by email to [commandeseecs@electrocalorique.com](mailto:commandeseecs@electrocalorique.com) as soon as possible. Failing this, the cancellation request will not be taken into account by the Seller and the Order will be processed and invoiced as normal.

The cancellation request will be acknowledged in writing by email sent by the Seller to the Customer. Only this written confirmation from the Seller shall constitute acknowledgement of receipt and acceptance of the Customer's cancellation request.

The Seller reserves the right to refuse the cancellation request, in particular if the Order is already being processed, for technical or economic reasons, or if the Spare Part in question is not in stock and/or must be made to measure for the Customer. If the Seller refuses the cancellation request, the Order will be processed and invoiced as normal.

Cancellation of the Order by the Customer, accepted by the Seller, shall result in the termination of the Contract without any penalty being payable by the Seller and shall release the Seller from its contractual obligations. If the Order has already been invoiced, a credit note will be issued to the Customer. Furthermore, the Seller reserves the right to invoice the Customer for any costs already incurred in connection with the fulfilment of the Order originally placed by the Customer. In the event of cancellation of the Order by the Customer after the Order has been dispatched, subject to the Seller's express consent, the Spare Parts concerned shall be returned to the Seller at the Customer's expense and risk; the Customer shall arrange for a carrier of their choice and undertake to comply with the conditions set out in Articles 3.4.3 to 3.4.8 below. If the Order has already been invoiced and paid for by the Customer, a credit note will be issued and the price of the Spare Parts affected by the cancellation will be refunded, after deduction of a sum equivalent to 20% (twenty per cent) of the pre-tax price of said Spare Parts.

#### 3.1.5 Exclusion of the right of withdrawal

The right of withdrawal provided for in the Consumer Code does not apply to the conclusion of this Contract, as the Customer is a business acting exclusively in the course of and for the purposes of their main business, and the legal conditions for extending the right of withdrawal between businesses are not met.

### **3.2 Selection – Description – Availability – Use of Spare Parts**

3.2.1 The essential information and characteristics of the Spare Parts are set out in the sales documentation which the Seller provides to its Customers upon their express request. The essential characteristics of the Spare Parts are listed on the order confirmation. The Seller may, without informing the Customer, modify the non-essential characteristics of the Spare Parts.

3.2.2 All specifications, illustrations, photographs, details of weight, dimensions or capacity, and, more generally, any other details contained in the Seller's sales documentation are intended solely to provide a general description of the Spare Parts and shall not be construed as a contractual commitment on the part of the Seller. The technical details contained in the sales documentation are subject to printing errors, and the Seller therefore cannot guarantee their accuracy.

3.2.3 The Customer is deemed to have purchased the Spare Parts in full knowledge of the facts. The Seller shall not be held liable in the event that specific performance levels and/or characteristics relating to the Spare Parts, which the Customer expects but which were not expressly identified and guaranteed by the Seller at the time the Order was placed, are not met. Subject to any written undertaking by the Seller regarding the suitability and adequacy of the Spare Parts, based on requirements expressly stated by the Customer, it is the Customer's responsibility to select Spare Parts that are suitable and adequate for their needs and requirements and to assume full and complete responsibility for them. The Customer is solely responsible for ensuring that the Spare Parts are

suitable for their intended purpose and compatible with the Products and materials with which they are to come into contact.

3.2.4 Spare parts are available for a period of ten (10) years from the date of delivery of the Products.

3.2.5 The Customer undertakes to comply with the conditions of use and maintenance provided by the Seller, in particular those set out in the packaging, instructions and specifications for the Spare Parts. If the Spare Parts are purchased without the Seller carrying out any installation or replacement work, such work is carried out entirely at the Customer's own risk. The Seller shall therefore not be held liable in this regard.

### **3.3 Delivery – Transport – Transfer of Risk**

3.3.1 Delivery times for Spare Parts are provided for information purposes only. They vary depending on the Spare Parts and are subject, in particular, to the lead times of the Seller's suppliers and partners (lead times for the supply of raw materials, transport times, etc.).

In the event of a delay in delivery, the Seller shall inform the Customer as soon as it becomes aware of it.

**Any delay in the delivery of all or part of an Order shall not entitle the Customer, without the Seller's express written consent, to claim late payment penalties, compensation or a reduction in the price of the Spare Parts affected by such delay, to cancel the current Order without compensation, or to refuse the Spare Parts ordered.**

3.3.2 Delivery is effected when the carrier hands over the Spare Parts to the Customer at the address designated by the Customer, located in mainland France and stated on the order confirmation.

Delivery is confirmed by the Customer's signature on the Seller's delivery note. The Customer must send the Seller the delivery note for the Spare Parts, signed by the Customer, by email to [commandesecs@electrocalorique.com](mailto:commandesecs@electrocalorique.com) within 3 (three) working days of delivery. Failing this, the Spare Parts shall be deemed to have been delivered in full to the Customer on the date indicated on the carrier's delivery note.

Products delivered to French overseas departments and territories (DOM-TOM) and local authorities with special status, and to any other international territory, are subject to specific delivery terms determined on a case-by-case basis depending on the Customer's location, and set out on the order confirmation where applicable.

3.3.3 The Customer undertakes to release the carrier from liability only after ensuring that the Spare Parts are complete and in perfect apparent condition. In the event of any apparent damage or defects affecting all or part of the Spare Parts delivered, or in the event of an incomplete delivery, as noted by the Customer, the Customer undertakes to notify the carrier of its reservations, stating the reasons, BY REGISTERED LETTER WITH ACKNOWLEDGEMENT OF RECEIPT OR BY EXTRAJUDICIAL NOTICE TO THE CARRIER, WITH A COPY TO THE SELLER, NO LATER THAN 3 (THREE) DAYS, EXCLUDING PUBLIC HOLIDAYS, FOLLOWING DELIVERY OF THE PRODUCTS in accordance with Article L. 133-3 of the French Commercial Code, in addition to the application of Article 3.4.

Any postponement of delivery exceeding 15 (fifteen) days at the Customer's request will result in the charging of storage fees at the rate applicable on the date of the request.

This request to postpone delivery does not result in the postponement of the corresponding invoice, which will be issued on the originally scheduled delivery date and for which the payment terms will remain unchanged.

3.3.4 Notwithstanding the retention of title clause referred to in Article 3.5 below and regardless of the method of delivery of the Spare Parts, **the risks associated with the Spare Parts shall pass to the Customer upon delivery of the Spare Parts by the carrier to the agreed delivery address, even in the case of carriage paid or free delivery.**

### **3.4 Receipt – Complaints – Returns**

3.4.1 Upon delivery, the Customer, or a third party designated by the Customer, must physically take delivery of the Spare Parts. Without prejudice to any measures the Customer may need to take vis-à-vis the carrier as set out in clause 3.3.3, the Customer must ensure that the Spare Parts delivered are free from any apparent lack of conformity.

3.4.2 Claims regarding apparent defects or non-conformity of the Spare Parts delivered in relation to the Order (in particular incorrect quantities or part numbers) must be made by the Customer by email to [commandeseecs@electrocalorique.com](mailto:commandeseecs@electrocalorique.com) within 3 (three) working days of delivery. After this period, the Spare Parts shall be deemed to have been delivered in conformity, and no complaint regarding either apparent defects or the conformity of the Spare Parts shall be taken into account by the Seller.

The Customer's complaint shall only be deemed to have been received by the Seller if the latter acknowledges receipt in writing by any means.

In order for the claim to be valid, the Customer must include the Seller's order acknowledgement number in the claim. The Customer must provide full evidence of the non-conformities or apparent defects identified. The Customer shall provide the Seller with every opportunity to verify these non-conformities or apparent defects.

3.4.3 Requests to return Spare Parts for reasons other than an apparent defect or non-conformity must be submitted by the Customer to the Seller in writing, by email to [commandeseecs@electrocalorique.com](mailto:commandeseecs@electrocalorique.com), within 3 (three) working days of delivery. After this period, the Seller will not accept any requests for returns.

The Customer's return request shall only be deemed to have been received by the Seller if the Seller acknowledges receipt in writing by any means.

In order to validate the request, the Customer must include the Seller's order confirmation number in the request.

3.4.4 Returns for any reason whatsoever may only be made with the Seller's prior written consent. Returns made without such consent will not give rise to any credit note or replacement.

In the event of the Seller's prior written consent for the return of a Spare Part due to an apparent defect or non-conformity, the Seller shall arrange for a carrier and bear the transport costs. The Customer shall be relieved of all risks relating to the Spare Parts from the moment they are collected by the carrier appointed by the Seller.

In the event of the Seller's prior written consent to the return of a Spare Part for any reason other than an apparent defect or non-conformity, the Customer shall be responsible for arranging, at their own expense and risk, a carrier.

Returns accepted by the Seller on the grounds of an apparent defect or non-conformity shall result in the free replacement of the Spare Parts affected by the defect or non-conformity with Spare Parts that are identical or similar in terms of technical specifications, price and quantity. If replacement proves impossible, the return accepted by the Seller shall result in the issue of a credit note and a refund in the event that payment has already been made by the Customer.

Returns accepted by the Seller for any reason other than an apparent defect or non-conformity shall result in the issue of a credit note and the refund of the price of the Spare Parts concerned by the return, after deduction of an amount equivalent to 20% (twenty per cent) of the pre-tax price of said Spare Parts.

In any event, claims relating to a defect or non-conformity shall not give rise to the payment of any compensation or penalty by the Seller.

3.4.5 Spare Parts for which a return request has been made must be returned by the Customer within a maximum of 15 (fifteen) days from the date on which the Seller agrees to their return. After this period, the Spare Parts will no longer be accepted and no refund or credit note will be issued.

3.4.6 Regardless of the reason for the return, Spare Parts must preferably be returned in their unopened original packaging, or failing that, in equivalent unopened packaging, together with the accompanying documentation and a copy of the Seller's authorisation for the return of said Spare Parts. Spare Parts returned for any reason will be inspected by the Seller upon receipt.

3.4.7 The Customer shall refrain from using any Spare Parts returned to the Seller. Any use by the Customer of Spare Parts shall release the Seller from any liability for non-conformities and/or defects that may affect said Products. Furthermore, if the Seller finds that a Spare Part has been used by the Customer, the Seller shall return it to the Customer, charge the Customer for the costs of return and re-dispatch, and invoice the Customer for the full price of the said Spare Part, excluding any credit note or refund.

3.4.8 Any defect or non-conformity affecting part of the Order does not relieve the Customer of their obligation to pay for those Spare Parts in respect of which no complaint has been made.

### **3.5 Retention of title**

THE SELLER RETAINS FULL TITLE TO THE SPARE PARTS DELIVERED UNTIL FULL PAYMENT OF THE PRINCIPAL AMOUNT, INTEREST AND INCIDENTAL COSTS, EVEN IF PAYMENT TERMS ARE GRANTED, IN ACCORDANCE WITH THE PROVISIONS OF SECTIONS 2367 TO 2372 OF THE CIVIL CODE. THE DELIVERY OF A SECURITY CREATING AN OBLIGATION TO PAY DOES NOT CONSTITUTE A PAYMENT WITHIN THE MEANING OF THIS CLAUSE.

FAILURE TO PAY ANY INSTALMENT OR PART OF THE PRICE MAY ENTITLE THE SELLER TO RECLAIM THE SPARE PARTS SOLD WITHOUT ANY NEED FOR PRIOR NOTICE, WITHOUT PREJUDICE TO THE SELLER'S RIGHT TO CANCEL THE ORDER.

IN THE EVENT THAT SPARE PARTS ARE PROCESSED OR INCORPORATED, THE PROCESSED SPARE PARTS OR THE GOODS INTO WHICH THEY ARE INCORPORATED MAY BE SUBJECT TO A CLAIM BY THE SELLER PROVIDED THAT THE SPARE PARTS CAN BE SEPARATED WITHOUT SUFFERING ANY DAMAGE.

UNTIL FULL PAYMENT FOR THE SPARE PARTS HAS BEEN MADE, THE CUSTOMER SHALL NOT PLEDGE THESE PARTS OR TRANSFER OWNERSHIP OF THEM AS SECURITY.

IN THE EVENT THAT THE CUSTOMER RESELLS AND/OR PROCESSES THE SPARE PARTS IN THE COURSE OF THE NORMAL CONDUCT OF THEIR BUSINESS, THE CUSTOMER UNDERTAKES TO PAY THE SELLER THE REMAINING BALANCE OF THE PRICE IMMEDIATELY. FURTHERMORE, THE CUSTOMER UNDERTAKES TO DISCLOSE THE EXISTENCE OF THIS CLAUSE TO THIRD PARTIES TO WHOM THEY RESELL THE SPARE PARTS, WHETHER IN THEIR ORIGINAL STATE OR INCORPORATED INTO AN ASSEMBLY.

IN THE EVENT OF ACTION BY THE CUSTOMER'S CREDITORS, IN PARTICULAR IN THE EVENT OF THE SEIZURE OF SPARE PARTS OR THE COMMENCEMENT OF COLLECTIVE PROCEEDINGS, THE CUSTOMER MUST NOTIFY THE SELLER BY REGISTERED LETTER WITH ACKNOWLEDGEMENT OF RECEIPT. THE CUSTOMER SHALL BEAR THE COSTS ARISING FROM THE MEASURES TAKEN TO BRING SUCH ACTION TO AN END, IN PARTICULAR THOSE RELATED TO A THIRD-PARTY OBJECTION.

IN THE EVENT THAT THE SELLER ENFORCES THIS CLAUSE, THE RETURN OF THE SPARE PARTS TO THE SELLER IN ACCORDANCE WITH THE TERMS SET OUT ABOVE SHALL BE AT THE CUSTOMER'S EXPENSE AND RISK. FURTHERMORE, IN THE EVENT OF THE RETURN OF SPARE PARTS PURSUANT TO THIS ARTICLE, ANY DEPOSITS RECEIVED BY THE SELLER SHALL BE FORFEITED BY THE CUSTOMER, WITHOUT PREJUDICE TO ANY DAMAGES AND INTEREST THAT THE SELLER MAY CLAIM.

UNLESS THE CUSTOMER IS LIABLE THEMSELVES, THE CUSTOMER UNDERTAKES TO INFORM THE SELLER IMMEDIATELY OF ANY SEIZURE OF SPARE PARTS OR OF ANY CIRCUMSTANCE PREVENTING THEM FROM HAVING FULL DISPOSAL OF THE SPARE PARTS (THEFT, DAMAGE, INTERFERENCE BY A THIRD PARTY, ETC.).

THE ABOVE PROVISIONS SHALL NOT PREVENT THE RISK OF LOSS AND/OR DAMAGE TO THE SPARE PARTS SOLD FROM PASSING TO THE CUSTOMER UPON DELIVERY, AS WELL AS ANY DAMAGE THEY MAY CAUSE, WHICH SHALL REMAIN THE CUSTOMER'S RESPONSIBILITY.

### **3.6 Warranties – Limitations**

3.6.1 Spare Parts are covered by the Seller's statutory warranties. In addition, Spare Parts are covered by a commercial warranty which commences on delivery and lasts for 1 (one) year for new parts and 6 (six) months for used parts.

To activate the commercial warranty, the Customer must send the Seller the delivery note for the Products, signed by the Customer, by email to [commandeseecs@electrocalorique.com](mailto:commandeseecs@electrocalorique.com). **The Seller will not be able to process any warranty claims unless the delivery note signed by the Customer has been received.**

Excluded from the commercial warranty are labour costs, cases of normal wear and tear or ageing of Spare Parts, as well as malfunctions resulting from use or maintenance that does not comply with the instructions provided by the Seller.

3.6.2 The Customer must ensure that its premises and storage conditions are suitable for the proper storage of the Spare Parts and comply with the safety requirements laid down by the regulations in force. The Seller provides no guarantee in this regard.

3.6.3 Any request for warranty cover made by the Customer must be submitted to the Seller in writing, either by post to the Seller's head office address or by email to [commandeseecs@electrocalorique.com](mailto:commandeseecs@electrocalorique.com). The Customer must provide the Seller with the serial number of the Spare Part, together with any evidence of the defect affecting said Spare Part. The Customer's claim shall only be deemed to have been received by the Seller if the Seller acknowledges receipt in writing.

3.6.4 The Customer undertakes to allow the technician appointed by the Seller access to their premises and to carry out any necessary inspection of the Spare Part that is the subject of the complaint. The technician shall draw up a report which they shall forward to the Seller; on the basis of this report, the Seller shall inform the Customer in writing of their agreement to cover the claim under warranty, or of its rejection. The Seller shall forward the report drawn up by the technician to the Customer, upon the Customer's express request.

Alternatively, with the Seller's prior written consent, the Customer may return, at their own expense, the Spare Part that is the subject of the complaint to the address specified by the Seller, so that it may be assessed. Following the assessment, the Seller will inform the Customer whether the claim is accepted under warranty or rejected. If the Customer's claim is rejected, the Spare Part in question will be returned to them and the Seller will invoice them for the return costs.

Furthermore, should the Customer's warranty claim be rejected, the Seller shall send the Customer a quotation for the Spare Part to be replaced, for approval, in accordance with the terms set out in Article 3.1.

Should the Seller agree to honour the warranty, the Spare Part in question shall be replaced free of charge with an identical or similar Spare Part in terms of technical specifications, price and quantity. The shipping costs for the Spare Part in question shall be borne by the Seller, who shall appoint the carrier of their choice. The implementation of the warranty shall not give rise to the payment of any compensation or penalty by the Seller.

If repair or replacement proves impossible, the Spare Parts found to be defective will give rise to the issue of a credit note upon return of the Spare Parts to the Seller, and a refund of the price of the Spare Parts in question, where such payment has already been made by the Customer, to the exclusion of any compensation or penalty. Where applicable, the Seller shall arrange, at its own expense, for the collection of the Spare Parts in question.

**3.6.5 Should the Customer or any third party not expressly authorised by the Seller carry out any work on any of the Spare Parts without the Seller's prior written consent, the Seller's commercial warranty attached to such Spare Parts shall cease to apply and any claim for warranty cover shall be automatically rejected by the Seller.**

## **4. TERMS AND CONDITIONS OF SALE FOR SERVICES**

### **4.1 Offers – Orders**

#### 4.1.1 Offers et quotations

Any request for a Service will result in the issue of a quotation, also known as a price offer, to which these general terms and conditions of sale are attached, and the period of validity of which is stated on the quotation.

The quotation is issued on the basis of information previously provided by the Client regarding the issue giving rise to their request for the Service. In this regard, it is the Client's responsibility to provide comprehensive and accurate information to enable the Service Provider to assess the Client's needs, the required Service and the associated costs as accurately as possible. However, as this is an estimated quotation, it may be amended during the Service Provider's work, as stipulated in clause 4.1.3.2.

#### 4.1.2 Order – Confirmation

Orders for Services (hereinafter the "Order(s)") must be placed in writing, in the form of a purchase order issued by the Client, or a quotation issued by the Service Provider and signed by the Client, or a letter or email placing the order sent by the Client to the Service Provider. All Orders must include the Client's order number, the name and capacity of the person placing the Order on behalf of the Client, the address of the place where the Service is to be performed, the billing address if different from the place where the Service is to be performed, and the description of the Service ordered. Upon receipt of the Customer's Order, the Service Provider shall contact the Customer to arrange a date for a technician to visit.

#### 4.1.3 Amendment

##### 4.1.3.1 Amendment at the Client's request

Any request by the Client to amend a Service Order must be made in writing to [commandeseecs@electrocalorique.com](mailto:commandeseecs@electrocalorique.com) and sent to the Service Provider no later than 48 (forty-eight) hours before

the date of the service previously agreed by the Parties. Failing this, the request for amendment will not be taken into account. In the event of a request by the Client to amend the Order, the Service Provider shall make every effort to comply with such a request but reserves the right to refuse all or part of the requested amendments, in particular for technical or economic reasons. If the request for modification is refused by the Service Provider, by mutual agreement with the Client, the Order may either be carried out and invoiced in accordance with the original terms, or be cancelled and invoiced as set out in clause 4.1.4. If the request for modification is accepted by the Service Provider, it shall give rise to the issuance of a new Order under the terms of Article 4.1.2. Furthermore, the Service Provider reserves the right to invoice the Client for any costs it may have already incurred in connection with the performance of the initial Order up to the time the Client made the request for modification.

#### 4.1.3.2 Changes at the Service Provider's initiative

When the technician visits the Customer's premises, the Service Provider may need to adapt the Service ordered in accordance with the Customer's needs as identified on site. Where applicable, the Service Provider shall issue a revised quotation, which it shall submit to the Customer for approval. The Customer's written approval of the revised quotation shall constitute an amendment to the original Order.

#### 4.1.4 Cancellation

Any request by the Client to cancel an Order for Services must be made in writing to [commandeseecs@electrocalorique.com](mailto:commandeseecs@electrocalorique.com) and sent to the Service Provider no later than 48 (forty-eight) hours before the date of the service previously agreed by the Parties. The cancellation request will be acknowledged in writing by email sent by the Service Provider to the Client. Only this written confirmation from the Service Provider shall constitute acknowledgement of receipt and acceptance of the Client's cancellation request.

In the event of the Client's failure to comply with the cancellation terms set out in the preceding paragraph, the Service Provider reserves the right to charge the Client all or part of the price of the Service, in order to cover the costs associated with the mobilisation of the technician whose visit has been cancelled, in addition to any costs already incurred by the Service Provider in connection with the performance of the Order up to its cancellation by the Client.

#### 4.1.5 Exclusion of the right of withdrawal

The right of withdrawal provided for in the Consumer Code does not apply to the conclusion of this Contract, as the Customer is a business acting exclusively in the course of and for the purposes of their main business, and the legal conditions for extending the right of withdrawal between businesses are not met.

## 4.2 Terms and Conditions for the Provision of Services

The after-sales service is provided by a technician from the Service Provider visiting the Customer's premises, the location of which is specified by the Customer at the time of placing the Order. The Customer must ensure in advance that all conditions necessary for the proper performance of the Service are met, both regarding the reception of the Service Provider at their premises and access to and availability of the Products concerned by said Service. If this is not the case and the Service Provider is therefore unable to perform all or part of the Service on the date agreed in the Order, travel and labour costs will be invoiced to the Customer in accordance with the current rates.

Furthermore, if tests are required during the technician's visit, the Customer is obliged to provide access to a power source at their own expense.

If, during the visit, the Service Provider's technician determines that Spare Parts need to be ordered, the Order shall be placed in accordance with the terms of clause 3.1.

## 4.3 Acceptance – Reservations

**4.3.1** Once the Services have been performed by the Service Provider, a service report signed by the Client shall be issued, a copy of which shall be sent to the Client by email.

**4.3.2** Should the Client have any reservations, they must note these on the service report or submit them in writing, by email to [commandeseecs@electrocalorique.com](mailto:commandeseecs@electrocalorique.com), to the Service Provider within 2 (two) working days of the Service Provider's visit, ensuring that the Service Provider's service report and supporting documentation for their reservations are attached.

Beyond the aforementioned period of two (2) working days, no reservations may be raised regarding the Services provided.

Once the Service Provider has verified the grounds for the Client's reservations, the Service Provider shall take the necessary steps to remedy said reservations, at its own expense, without this giving rise to any penalty or claim for

damages on the part of the Service Provider. A new work order shall be provided to the Client for signature and to lift the reservations following the Service Provider's further work.

Any reservations raised by the Client regarding part of the Services do not exempt the Client from their obligation to pay for those Services for which no reservations have been raised.

The Customer's use of a Product that has been the subject of a Service subject to reservations that have not yet been lifted releases the Service Provider from any liability in respect of said reservations and obliges the Customer to pay for the Services performed by the Service Provider.

## **5. FINANCIAL TERMS**

### **5.1 PRICES**

**5.1.1** Services and Spare Parts are invoiced at the rates in force on the date the Customer places the Order. The applicable rate is stated on ECS's quotation.

**5.1.2** Prices are quoted in euros. Unless otherwise stated in the quotation and the order confirmation, they are exclusive of tax and, for Spare Parts, include free delivery to the Customer's premises in mainland France. Notwithstanding the above, delivery charges are payable by the Customer in the case of delivery to the French overseas departments and territories, local authorities with special status, and to any other international territory, or for Orders for Spare Parts with a total value of less than €800 excl. VAT (eight hundred euros excluding VAT), or for specific delivery requests made by the Customer; these costs will then be stated on the quotation and the order confirmation. Administrative fees, the amount of which is indicated on the quotation and the order confirmation, are also charged for any Order with a total value (excluding delivery costs) of less than €50 excluding VAT (fifty euros excluding tax).

**5.1.3** ECS reserves the right to amend its prices at any time. Should this occur, any changes to the prices of the Products will automatically apply to any Order placed by the Customer after they come into effect.

**5.1.4** All taxes, duties, environmental levies or charges, and/or any other taxes that may become payable under French or foreign laws and regulations, shall be borne by the Customer.

### **5.2. Invoicing – Terms of payment – Late payment**

**5.2.1** Invoices are payable by cheque or bank transfer to ECS's head office, net and without discount, within 45 (forty-five) days of the end of the month by the Customer, unless otherwise stated in the quotation and/or the invoice, and/or unless specific statutory provisions of public policy applicable to the Order apply.

Depending on the Orders, ECS reserves the right to make the fulfilment of the Order conditional upon payment in full or the payment of one or more instalments, the amount(s) and payment date(s) of which will be specified in the quotation and/or the acknowledgement of receipt, where applicable.

If ECS deems it necessary, it may also make the fulfilment of the Order conditional upon the Customer providing financial guarantees in its favour. In the event of the Customer's refusal, ECS may cancel the Order without the Customer being able to claim that the refusal to sell was unjustified or to claim any compensation or penalty in this regard.

Regardless of the method of payment agreed between the Parties, payment shall only be deemed to have been made upon actual receipt of the price. In the event of partial payment, this shall be applied first to late payment penalties, then to the principal amounts still due in descending order of age.

**5.2.2** Any complaints do not exempt the Customer from paying each invoice by its due date. Subject to mandatory legal provisions, the Customer is not authorised to withhold payment of all or part of the sums due to ECS without the latter's prior written consent. Nor is the Customer authorised to set off any amounts due to ECS, in whole or in part, without ECS's prior written consent.

**5.2.3** In the event of non-payment of invoices by their due date, the Customer shall automatically be liable, without the need for prior formal notice, for late payment penalties applied to the amounts due including VAT and calculated by applying the rate applied by the European Central Bank to its most recent refinancing operation plus ten (10) basis points, or the rate provided for by public policy provisions specifically applicable to the Order, where applicable. Furthermore, the Customer shall be liable, as of right and without the need for prior formal notice, for a fixed compensation of €40 (forty euros) in respect of recovery costs, without prejudice to ECS's right to claim additional compensation, upon justification, if the recovery costs exceed €40.

In the event of non-payment of all or part of an invoice by the due date, ECS shall also be entitled:

- (i) to suspend or terminate the Order automatically thirty (30) days after sending a formal notice by registered letter with acknowledgement of receipt which has remained unheeded;
- (ii) to demand immediate and automatic payment of all sums remaining due by the Customer, regardless of the agreed payment method, without prejudice to any damages to which ECS may be entitled.

By express agreement, ECS shall not be liable for any loss or damage that may arise for the Customer or any third party as a result of the application of this clause, whatever the consequences, which shall be the sole responsibility of the Customer.

## **6. LIABILITY**

**6.1** Each Party is responsible for fulfilling its own contractual, legal or regulatory obligations. The obligations incumbent upon ECS in connection with the performance of the Services are obligations of means. In this context, ECS undertakes to exercise all due care and skill that the Client may reasonably expect and to comply with these GTC as well as with best practice.

**6.2** Except in cases of gross negligence or willful misconduct, each Party shall be liable only for damages that were foreseeable at the time the Contract was entered into, resulting from a failure to perform or a delay in performing any of its contractual obligations. Even in the event that the non-performance or delay in performance results from gross negligence or willful misconduct on the part of a Party, that Party shall be liable only for damages resulting directly and immediately therefrom.

**6.3** Neither Party shall be held liable in any way for any total or partial failure to perform its obligations under the Contract if such failure results from (i) the fault of the other Party (including its employees, agents, and any subcontractors) or (ii) a force majeure event.

**6.4** ECS shall not be held liable for any damages arising from (i) the Customer's selection of Spare Parts and Services, (ii) their suitability for the Customer's needs and objectives, unless such needs and objectives were confirmed in writing with ECS at the time of the Order, and (iii) their compatibility with any other products used by the Customer.

**6.5** Upon the transfer of risk for the Spare Parts to the Customer under the conditions set forth in Section 3.3, the Customer assumes full and complete responsibility for them as custodian, and ECS shall not be held liable in this regard. Consequently, ECS shall not be held liable for any damage caused by the Spare Parts and/or to the Spare Parts themselves (loss, destruction, deterioration) in the Customer's custody, provided that such damage does not result from a manufacturing defect affecting said Spare Parts or from a legal or contractual obligation of ECS.

**6.6** ECS's legal liability for a safety defect in Spare Parts is excluded in the event of damage caused to the defective Spare Part itself or to other property used for professional purposes.

**6.7** IN ANY EVENT, EXCEPT IN CASES OF GROSS NEGLIGENCE OR FRAUD, AND SUBJECT TO ANY APPLICABLE MANDATORY LEGAL PROVISIONS, ECS'S LIABILITY IN CONNECTION WITH THE PERFORMANCE OF THE CONTRACT SHALL NOT EXCEED THE EXCLUDING-TAX PRICE OF THE PRODUCTS AND/OR SERVICES GIVING RISE TO ECS'S LIABILITY.

## **7. FORCE MAJEURE – UNFORESEEN CIRCUMSTANCES**

### **7.1 Force majeure**

ECS shall be released from its obligations towards the Customer in the event of a force majeure event. The following are considered to be cases of force majeure within the meaning of Article 1218 of the Civil Code and case law: events beyond the control of the Parties, which they could not reasonably have been expected to foresee, and which they could not reasonably have avoided or overcome, insofar as their occurrence renders the performance of obligations entirely impossible. Furthermore, by express agreement, the following events shall have the same consequences as a force majeure event, even where the legal and case-law conditions for force majeure are not met: war, riot, fire, strikes (including strikes affecting ECS's suppliers or the transport chain), inability to obtain supplies, shortages of raw materials or energy sources, exceptional weather events (such as storms, hurricanes, earthquakes), pandemics, lockdown measures, quarantine measures.

The Party affected by such an event of force majeure must notify the other Party in writing as soon as possible, providing all supporting documentation. The Parties' obligations rendered impossible by the event of force majeure shall then be suspended without incurring any costs or penalties on either side.

The Party affected by the force majeure event must notify the other Party without delay as soon as the event has ceased.

If the force majeure event continues for more than 60 (sixty) days, unless the Parties expressly agree in writing to continue the Contract beyond this period, the Contract may be terminated by either Party by registered letter with acknowledgement of receipt sent to the other Party, where applicable, without penalty or compensation payable by either Party. Termination shall then take effect on the date of first presentation of the registered letter with acknowledgement of receipt terminating the Contract.

## **7.2 Unforeseeable Circumstances**

In the event of a change in circumstances which does not constitute a force majeure event but which was unforeseeable at the time the Contract was formed, and which renders the performance of the Contract excessively onerous for one of the Parties, that Party may request the other Party to renegotiate the Contract. The Party requesting renegotiation undertakes to continue to perform its contractual obligations during the renegotiation. Unless otherwise expressly agreed in writing between the Parties, the application of Article 1195(2) of the Civil Code is expressly excluded by the Parties.

## **8. Protection of Personal Data**

ECS declares that it complies with the applicable laws and regulations governing the processing and protection of personal data in connection with the sale of its Products, in particular the provisions of the French Data Protection Act of 6 January 1978 and the General Data Protection Regulation of 27 April 2016 (GDPR). Any enquiries regarding the collection or processing of personal data by ECS should be sent by email to [dpo@electrocalorique.com](mailto:dpo@electrocalorique.com). A response will be provided as soon as possible.

## **9. Intellectual property**

The Contract does not entail any transfer to the Customer of the intellectual property rights held by ECS, relating in particular to the Spare Parts (trademarks, patents, logos, copyright, know-how, designs, etc.).

## **10. Termination clause**

In the event of a total or partial breach by either Party of any of its obligations set out in the Contract, the other Party shall be entitled to terminate the said Contract. Termination shall take effect automatically 30 (thirty) days after the date on which the Party affected by the breach first served the defaulting Party with a formal notice by registered letter with acknowledgement of receipt, indicating the invocation of this termination clause, which has remained without effect. The invocation of this termination clause shall not deprive the aggrieved Party of its right to take legal action as it sees fit and, in particular, to seek compensation for its loss from the defaulting Party.

Finally, the Contract may also be terminated in the event of the liquidation or administration of either Party, in accordance with the legal and regulatory provisions in force.

## **11. Miscellaneous provisions**

**11.1** ECS reserves the right to amend these general terms and conditions of sale at any time; the amended terms and conditions shall automatically apply to any orders placed thereafter.

**11.2** If any provision of these general terms and conditions of sale is found to be invalid or void, this shall not affect the validity of the remaining provisions.

**11.3** Any amendment to the Contract must be expressly agreed in writing by both Parties and shall be formalised by the signing of a document constituting an amendment.

**11.4** The fact that ECS does not, at any given time, enforce any provision of these general terms and conditions of sale shall not be construed as a waiver of its right to rely on that provision at a later date.

## **12. Language of the Contract – Governing Law**

**12.1** This document was originally prepared in French and translated into English. Should any inconsistency arise between the French version and the English translation provided to the Client, the French version communicated to the Client shall take precedence.

**12.2** The Contract is governed by French law.

**13. Competent jurisdiction**

**ANY DISPUTE THAT MAY ARISE BETWEEN ECS AND THE CUSTOMER IN RELATION TO THE ORDER OR THE CONTRACT, IN PARTICULAR REGARDING ITS FORMATION, VALIDITY, INTERPRETATION, PERFORMANCE OR TERMINATION, REGARDLESS OF THE CAUSE, AND MORE GENERALLY, THE COMMERCIAL RELATIONSHIP BETWEEN THE PARTIES, SHALL FALL WITHIN THE EXCLUSIVE JURISDICTION OF THE COURTS IN WHOSE JURISDICTION THE REGISTERED OFFICE OF ECS IS LOCATED**