



## Terms of Sale - Cleanroom Management International SAS (CMI SAS)

**Article 1 – General:** the present General Terms of Sale apply to all goods and services ordered from CMI SAS, regardless of the provisions made in the Client's documents, and in particular their General Terms of Purchasing. No special agreement can take precedence over these GTS, unless a formal and written exception has been granted by CMI SAS. Hence, the act of placing an order implies full and unconditional adherence to these GTS. All prices and information given in our catalogues or documentation or given by representatives of CMI are provided for information purposes only and CMI reserves the right to modify them at any time and without notice, due to technological developments or economic circumstances.

**Article 2 – Order:** for the initial study carried out for every order, the Client agrees to provide all necessary information regarding the object to be fitted or the service to be carried out and the specific risks and precautionary measures related to the work environment. Given the relationship of trust, it is agreed that it is not the responsibility of the representatives of CMI to verify the accuracy of the data provided by the client, or his competency or that of his personnel to use the goods or services ordered. CMI SAS shall not be held responsible where inexact or insufficient information is provided. To be admissible, an order must include at least one internal client reference, the references, quantities and descriptions of the goods or services purchased as well as the agreed price, terms of payment and requested date and place of delivery or collection. Under no circumstances will a signed quote be accepted in place of an order. The sale will be considered validly filed once written confirmation of the order addressed to CMI has been given by CMI. Orders of goods or services cancelled within less than 7 working days before the delivery or intervention date, will be invoiced 25 % (ex VAT) of the initial order. All additional goods or services asked for by the client and not foreseen in the initial order will be invoiced.

**Article 3 – Rental:** for all rentals from CMI SAS the Client agrees: 1. To respect and uphold the instructions given by CMI SAS and to immediately report any anomalies detected. 2. To ensure rented material is used only by qualified personnel. 3. To make no modification whatsoever to material entrusted to them. 4. To make the necessary modifications to their electrical installations and to check the physical environment in order to avoid any degradation, accidental or otherwise, of rented material. 5. To take the necessary care to ensure proper maintenance and operation. 6. To request only the services of CMI SAS for all and any interventions related to rented material. 7. To return rented material in the same condition as it was received, along with all packaging and any other accessories. 8. To return the material to our site by the correct date: a daily penalty fee (30% of the rental fee) will apply to late returns. 9. To cover the risk of loss or damage of devices during use and transport.

**Article 4 – Prices:** prices given are indicative only and are subject to change. All invoiced prices are those in force on the day of delivery and include any applicable reductions, discounts or rebate to be deducted from the order. Prices are quoted excluding tax, based on communicated tariffs. All applicable taxes, levies, fees, the cost of EEE waste disposal will be invoiced in accordance with existing legislation. Furthermore, CMI SAS reserve the right to include an additional fuel charge if the evolution of fuel prices justifies doing so. Changes in exchange rates may impact prices of both goods and services.

**Article 5 – Transport - Delivery:** Delivery will be made to the address specified on the receipt of order returned to you by CMI SAS. Delivery dates are indicative and are subject to CMI SAS's supply and transport possibilities, the Client may not refuse to accept goods or services delivered or make any claim (based on delivery date modification).

CMI SAS may make a single delivery or several deliveries for a single order. If an order requires multiple deliveries, each delivery will be invoiced separately. All transport operations: insurances, customs, authorizations, handling, set-up fees (assembly costs), are at the expense of the consignee. All taxes, charges, rights, or other services to be paid in accordance with French legislation or those of the importing country are at the expense of the purchaser. Shipping of ordered goods and services outside of Metropolitan France is at the Client's own risk, CMI SAS's responsibility ceases once the package is given to the carrier.

It is imperative that the condition of ordered goods or services is verified upon receipt in order to notify the transporter of any anomalies and to note any reservations on the transporter's delivery note (the comment «subject to unpacking» is not valid). To be taken into consideration, claims must be made in writing and received within 48hours.

**Article 6 – Claims and return of goods/product returns:** Claims must be made in writing by registered letter addressed to CMI SAS within 48h of receipt of goods. No goods may be returned without the prior consent of CMI SAS. Goods must be returned in their original packaging and in good condition. Costs and risks related to returned goods are entirely at the expense of the Client. Returned goods accepted by CMI SAS, following quantitative and qualitative verification, will be replaced by a credit note to the value of a maximum of 75% of the initial invoiced amount.

**Article 7 – Payment:** All *first* orders must be paid in full, on placing the order. Subsequent orders, for clients situated on mainland France, must be paid, at the latest: 30 days after the end of the month for payments made by cheque, or 45 or 60 days for payments made by bank transfer. Payments made by bill of exchange and money order are not accepted by CMI SAS and will automatically be refused as a means of payment. For clients situated abroad or in French overseas territories all orders must be paid in full, on placing the order. In the case of late payment, CMI SAS may put all other pending orders on hold, without prejudice to any other course of action, and call in all Client debts not yet due. Any credit deterioration can justify a request for guarantees or payment in advance? before processing orders already received or to come. In accordance with article L 441-6 of the French Code of Commerce, penalties are due by right, without notice of default and without prejudice for any damages or interest, the day following the date of payment as per the invoice. The rate applied shall be 5 times the legal rate of interest. A fixed indemnity of forty (40) Euros will be added, for recovery fees, as of the first day

of late payment. If the recovery fees are higher than the fixed indemnity, however, CMI SAS reserves the right to request additional compensation.

**Article 8 – Reservation of ownership:** CMI SAS expressly reserves ownership of goods, documents, reports and certificates, until such time as they have been paid for in full. They are to be kept apart by the Client and cannot be mixed up with goods of other suppliers until such time as they have been paid for in full. They cannot be transferred, resold, rented, pledged as security, nor may they be entrusted to a third party. In the case of late payment (of all or part of the sum outstanding by the due date) CMI SAS will request as of right and without further formality, the return of all goods, documents, reports and certificates at the cost, risk and peril of the Client. Any down payments made by the Client shall be retained by CMI SAS by way of compensation/as a fixed indemnity.

**Article 9 – Warranty:** CMI SAS guarantees parts and labour in our workshops, for all new goods sold, a minimum of one (1) year, as per the manufacturer's guarantee. For the warranty to be valid, all goods must first be assessed by our After Sales Service whose agreement must be given for the replacement or repair (or received directly from the manufacturer if they ensure the warranty). Packaging and transport costs related to the return or reshipping are at the Client's expense. It is the Client's responsibility to keep a copy of the invoice which is proof of warranty. The warranty is applicable solely in the case of a defect arising from design or hidden fault. It is not applicable in the case of use non-compliant with the user manual, of unsuitable electrical connection, deterioration, or any negligence or lack of maintenance.

**Article 10 - Responsibility:** it is up to the Client to inform himself regarding risks related to the use of goods supplied by CMI SAS: the latter will in no way be held responsible for damages arising from the improper use of goods. CMI SAS is not liable in any way whatsoever for damages, either direct or indirect, whether material or immaterial, such as financial or commercial, incurred by the Client due in particular to any failure by CMI SAS in meeting its obligations following these terms and conditions.

**Article 11 – Intellectual property:** All intellectual property rights, whether registered or unregistered, related to the supply of goods or services by CMI SAS (patent, model, analysis, procedure, instruction, operating procedures, database, know-how...) remain the exclusive property of CMI SAS. No exploitation use or disclosure to third parties can be made without prior written authorisation from CMI SAS.

**Article 12 - Confidentiality:** The Client will refrain from using the name « CMI » or « Cleanroom Management International » in any way, without the express authorisation of CMI SAS. The Client may not divulge any financial, statistical, commercial or price-related information pertaining to CMI SAS without prior written authorisation from CMI SAS.

**Article 13 - Protection of personal data (GDPR):** CMI SAS protects its Client's personal data. Personal data collected is digitally processed allowing CMI SAS to carry out operations relating to client management (orders, delivery, invoicing...) and prospection. Personal data is not transferred to a third party. The Client has permanent right of access to modify, correct or delete his data. These rights may be exercised by contacting [infofr@cmitest.com](mailto:infofr@cmitest.com). The client may receive commercial proposals from CMI SAS for goods or services similar to those ordered. If the client does not wish to receive such offers, he has the right to refuse.

**Article 14 – Waste from electric and electronic equipment (WEEE):** CMI SAS is committed to respecting the provisions of the European Directive WEEE and to processing returned equipment in accordance with respect for the environment. This program caters for CMI SAS clients only, who wish to return equipment at end of life. Shipping and/or disassembly costs are payable in full by the Client. Equipment may not be returned without prior written authorisation from CMI SAS: such authorisation can be requested from [administratif@cmitest.com](mailto:administratif@cmitest.com). No equipment will be accepted without this written authorisation.

**Article 15 - Force Majeure:** All commitments will be suspended in the case where the non-performance of obligations was caused by force majeure. The following cases are considered force majeure and in conformity with legislation in force and jurisprudence constitute a suspension of the Seller's obligations, without any recourse from the Client: accidents affecting production, reception or storing of goods, a total or partial energy supply failure, in particular, third party acts, war, and any external event which could delay, impede or render economically exorbitant the keeping of its commitments by CMI SAS.

**Article 16 – Governing law and Jurisdiction:** In the event of litigation of any sort or a dispute regarding the composition or execution of an order, The Trade Court of Blois (France) shall be the sole competent authority. This clause applies even in the event of summary proceedings, incidental claims or multiple defendants, warranty claim, regardless of the modes and terms of payment: clauses conferring jurisdiction which may exist in the Buyers documents shall not stand in the way of the present clause. The present Terms of Sale are governed by and are in accordance with French Law.

In the case of dispute, only the French version is legally binding.