

INTECHFLOOR SA

Avenue de la Gare 4 — 1003 Lausanne, Suisse
Tél. : +41 (0)21 588 04 51 — info@intechfloor.com
IDE : CHE-179.436.467

GENERAL TERMS AND CONDITIONS OF SALE

Date of modification: 01/04/2026

1. Definitions

The expressions mentioned below, beginning with a capital letter, used in these General Terms and Conditions of Sale ("GTC") shall have the following meaning:

Intechfloor SA. The company issuing the Offer, Intechfloor SA, a company incorporated under Swiss law and registered in the Canton of Vaud under number CHE-179.436.467, Avenue de la Gare 4, 1003 Lausanne, Switzerland.

Other Services. All services, other than Intechfloor SA Services, provided by Intechfloor SA in the context of the Contract, in particular installation services, as described in the Contract.

Unit Price Schedule. The unit price schedule (i) for Services provided by Intechfloor SA and (ii) for Goods sold by Intechfloor SA.

Goods. The equipment sold by Intechfloor SA to the Customer under the conditions defined in the GTC, in particular in Annex I (sale of Goods) of the GTC, or by a third party, for the purposes of providing the Services covered by the Contract.

GTC. These general terms and conditions of sale, including all their annexes.

Customer. Any natural or legal person, acting within the scope of their professional activity, as a buyer of Services and/or buyer of Goods, in the context of the Contract.

Compliant / Compliance. The compliance of the Goods with applicable legislative, regulatory and administrative provisions (in particular, for France, the manufacturer's warranty, the warranty against hidden defects and the legal warranty of conformity for the respective legally defined warranty periods, and for Switzerland, in particular the warranty for defects).

Contract. The contract concluded between Intechfloor SA and the Customer for the purpose of providing Services and/or selling Goods, comprising (i) these GTC and (ii) the Contractual Documents.

Contractual Documents. Once signed by the Parties: (i) the Offer issued by Intechfloor SA, and (ii) the SLA.

Personal Data. All types of data and information relating to an identified or identifiable natural person, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or one or more elements specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person.

Written. Any communication transmitted by Notification, electronic mail, postal mail, hand-delivered mail against receipt, or bearing the respective signatures of the Parties.

Force Majeure. Events qualifying as force majeure as defined by the law applicable to the Contract, or, where applicable, by case law. In the context of the contractual relationship between Intechfloor SA and the Customer, wars, international tensions, riots, shortages of raw materials, epidemics, pandemics and strikes shall be expressly considered as constituting force majeure events.

Confidential Information. Any information and data of any kind whatsoever, in particular technical, economic, financial, commercial, accounting or legal information, including without limitation oral communications, Written communications, or information recorded on any medium, exchanged between the Parties and relating directly or indirectly to the Services and the Goods and/or to the internal organisation of the Parties.

Business Days. From 09:00 to 18:00 Central European Time, every day of the week except Saturdays, Sundays and public holidays.

Notifications. Any notification addressed by one Party to the other Party, in the form of a registered letter with acknowledgement of receipt, an international registered letter, or a DHL shipment.

Essential Obligation. The obligations of the Contract deemed determining and essential, other than the payment of the Price, the breach of which may justify the termination or early termination of the Contract (i) defined for Services: under articles 5.2; 8.2; 9; 12; 16; 21 of the GTC; for the sale of Goods: under article 5 of Annex I of the GTC, and (ii) those specified as such in a Contractual Document.

Offer. All offers or quotations for the provision of Services, the sale of Goods, issued by Intechfloor SA, including in particular the description of the General Terms and Conditions of Sale / Services and the Goods, as well as the related financial conditions.

Parties. Intechfloor SA and the Customer together (each individually referred to as a "Party").

Service Provider. Any natural or legal person who has entered into an agreement with Intechfloor SA, in any form whatsoever, responsible under that agreement for performing all or part of the Services, and/or supplying and/or installing Goods at the Customer's premises and/or providing all other services (in particular after-sales service), in the context of the Contract.

Price. The price for the provision of Services, the sale of Goods, that are the subject of the Contract.

Service. Intechfloor SA Services and/or Other Services.

Intechfloor SA Service. The services relating to the Software made available by Intechfloor SA, including maintenance, that are the subject of the Contract.

SLA. The agreement entitled "Service Level Agreement" intended to define the performance indicators for the Services and Goods, as well as the incident management procedures for the Services and the Goods.

Affiliated Company. Any entity directly or indirectly controlled by Intechfloor SA, or which directly or indirectly controls Intechfloor SA, within the meaning of Article L. 233-3 of the French Commercial Code.

2. Purpose

2.1 2.1 The GTC are intended to define the general conditions for the provision of Services and the sale of Goods by Intechfloor SA to the Customer.

2.2 2.2 The GTC apply to all provision of Services and all sales of Goods by Intechfloor SA to the Customer, unless a specific different agreement has been reached in Writing between the Parties prior to an order.

2.3 2.3 The GTC are communicated (i) to any Customer and prospect who requests them for a non-competing professional activity, in order to allow them to place an order with Intechfloor SA, and (ii) within any applicable legal deadlines, to any potential distributor of Goods from Intechfloor SA, prior to the negotiation and conclusion of a distribution contract.

2.4 2.4 The information and prices of Intechfloor SA appearing on any document other than the GTC and the Unit Price Schedule, in particular on catalogues, prospectuses, advertisements, notices, are given for information purposes only and are not contractually binding.

2.5 2.5 The GTC apply to the Contract, to the exclusion of any other document originating from the Customer, in particular the Customer's general terms and conditions of purchase, which shall not be enforceable against Intechfloor SA, unless an express derogatory agreement in Writing from Intechfloor SA has been obtained.

2.6 2.6 These GTC constitute the sole basis of commercial negotiation, in the context of which Intechfloor SA reserves the right to agree with a Customer on particular conditions, which will be the subject of a Written agreement between the Parties.

2.7 2.7 In the event of a conflict between one or more provisions appearing in the agreements forming the Contract, the order of priority shall be as follows: 1. the Offer issued by Intechfloor SA and accepted in Writing by the Customer; 2. the SLA; 3. these GTC.

3. Contract Formation

3.1 3.1 The Contract is concluded between the Parties upon Written acceptance of the Offer by the Customer, where applicable within the deadline specified in the Offer. In the event that a deadline for acceptance is mentioned in the Offer, Intechfloor SA may, at its discretion, decide to consider valid the Customer's acceptance expressed in Writing after the expiry of that deadline, subject to confirming it in Writing to the Customer.

3.2 3.2 An Offer accepted under the conditions defined above is irrevocable for the Customer unless Intechfloor SA agrees otherwise in Writing, and implies, on the part of the Customer (i) unconditional

acceptance and full and complete adherence to the GTC in force at the date of acceptance of the Offer, (ii) acknowledgement of having fully read them, and (iii) waiver of the right to invoke the Customer's own general terms and conditions of purchase, unless an express derogatory Written agreement from Intechfloor SA has been obtained.

3.3 3.3 Any subsequent amendments to the GTC by Intechfloor SA containing conditions more favourable to the Customer shall automatically apply to the Contract.

4. Contract Duration

Unless otherwise expressly agreed in Writing by the Parties, the Contract is concluded for a period of one year (except in the case of an immediate sale of Goods). It shall then be automatically renewed each year for a period of twelve months by tacit renewal, unless expressly terminated by one or the other Party by Notification addressed to the other Party, subject to a notice period of at least three (3) months before each Contract expiry date (initial or renewed).

5. Subcontracting of Services

5.1 5.1 Intechfloor SA reserves the right to subcontract all or part of the Services to any Service Provider of its choice.

5.2 5.2 The Customer undertakes to cooperate with any Service Provider of Intechfloor SA and to provide them with all information necessary for the performance of the Contract; the Customer must in particular allow all Service Providers and all representatives of Intechfloor SA, subject to reasonable prior notice, to access its premises.

6. Service Prices

Unless otherwise agreed by the Parties, the Price for Services is expressed net of all taxes (in particular value added tax), duties, or other amounts due under the legislation applicable in the country of origin and/or the country of destination, in force at the date of issuance of the invoice.

7. Payment Terms

7.1 Invoicing. Intechfloor SA shall issue invoices corresponding to the Prices defined by the Contract within the required timeframes.

7.2 Payment.

7.2.1 7.2.1 The performance of Services and the delivery of Goods may only take place if the Customer is up to date with all its obligations, in particular financial obligations, vis-à-vis Intechfloor SA, relating to the Services and the Goods sold.

7.2.2 7.2.2 Intechfloor SA reserves the right to suspend the performance of the Services within eight (8) days following the sending of a payment demand by Notification that has not been acted upon, and this until full payment of the sums due, without prejudice to the other rights of Intechfloor SA.

7.2.3 7.2.3 Unless otherwise agreed in Writing by the Parties, a deposit corresponding to 50% of the total Price is required at the date of acceptance of the Offer. The balance of the Price is payable according to the deadlines defined by the Contract.

7.2.4 7.2.4 Payment deadlines for the Price are defined in the Contract, any contrary clause being null and void.

7.2.5 7.2.5 Payment of the Price is made by bank transfer to an account indicated in Writing by Intechfloor SA.

7.2.6 7.2.6 Payment is deemed completed on the date on which the funds are made available by the Customer to Intechfloor SA or its subrogee.

7.3 Late Payment.

7.3.1 7.3.1 Any late payment of an invoice that has become due shall automatically, without prior formal notice, give rise to interest at a rate equal to the interest rate applied by the European Central Bank to its most recent refinancing operation increased by ten (10) percentage points, from the day after the due date until the actual date of payment.

7.3.2 7.3.2 Intechfloor SA reserves the right to demand compensation from the Customer for the collection costs actually incurred.

7.3.3 7.3.3 Any payment made by the Customer to Intechfloor SA shall be allocated to the amounts due whatever the reason, starting with the oldest outstanding debt.

7.3.4 7.3.4 Failure to pay a single invoice by its due date shall result in the immediate acceleration of all amounts owed by the Customer under the Contract that have not yet fallen due.

7.3.5 7.3.5 In the event of non-compliance with the payment conditions, Intechfloor SA reserves the right to suspend the performance of the Contract or to terminate the Contract.

8. Software Usage

8.1 8.1 Intechfloor SA may grant the Customer a non-exclusive and non-transferable licence, solely for the purpose of using the Services and the Goods in the context of the Contract, to the exclusion of any other right, in particular rights of reproduction, representation, adaptation, and in general, any other intellectual property right.

8.2 8.2 The Customer is expressly prohibited from assigning and/or granting any licence and/or any other right, in particular any exploitation and usage right of any kind whatsoever, whether for consideration or free of charge, over the rights granted through the use of the Software, to any third party, without prior, express and Written authorisation from Intechfloor SA.

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9. Intellectual Property

9.1 9.1 All documents, in particular technical documents, products and photographs provided to the Customer remain the exclusive property of Intechfloor SA and/or a Service Provider, who are the sole holders of intellectual property rights over these documents, and must be returned to them upon request.

9.2 9.2 The Customer undertakes not to make any use of these documents that could infringe the intellectual property rights of Intechfloor SA and/or a Service Provider, and undertakes not to disclose them to any third party without prior Written authorisation from Intechfloor SA and, where applicable, from the Service Provider.

9.3 9.3 All information collected in the course of providing the Services, including any database (in its entirety, as well as each of its component elements such as statistics, data, diagrams), produced by Intechfloor SA in the context of or on the occasion of providing the Services, is the exclusive property of Intechfloor SA, which may exploit and freely dispose of it during and after the term of the Contract. Unless otherwise agreed between the Parties, the Customer undertakes to use this

information and data only for its own needs and not to make direct commercial use of it, without express Written authorisation from Intechfloor SA.

9.4 9.4 The Customer guarantees compliance with this clause by any person it has authorised to consult the documents and database produced by Intechfloor SA.

10. Access to Customer Premises

10.1 The Customer must allow all Service Providers and representatives of Intechfloor SA, subject to reasonable prior notice, to access its premises, in particular for the purposes of implementing and performing the Services, installing Goods, and providing after-sales and maintenance services for Goods.

10.2 In the event of installation and/or maintenance services for Goods carried out by a Service Provider, such services shall be performed under the supervision and responsibility of the Customer.

11. Personal Data Protection

11.1 11.1 Intechfloor SA may be required to collect and process Personal Data in the context of the Contract.

11.2 11.2 Intechfloor SA undertakes to strictly comply with the regulations in force applicable to the processing of Personal Data, in particular the GDPR (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data) and/or the FADP (the Federal Act on Data Protection of 19 June 1992) whenever applicable, and to take all necessary precautions to preserve the security of Personal Data.

11.3 11.3 Furthermore, all necessary information relating to the protection of Personal Data collected and processed by Intechfloor SA is available on the website www.intechfloor.com.

12. Customer Obligations

12.1 12.1 The Customer acknowledges that the success of the Services and the Goods requires its full and complete cooperation and compliance with the instructions of Intechfloor SA.

12.2 12.2 It is the Customer's responsibility to verify with the local authorities, before placing any order with Intechfloor SA, the possibilities of using the Services and the Goods it intends to order. In this respect, Intechfloor SA's liability cannot be engaged in the event of non-compliance with the regulations of a third country other than Switzerland and France where the Services and Goods are provided.

12.3 12.3 The Customer is solely responsible for infringements committed by itself and/or its agents and bears the consequences, in particular penal, civil and fiscal.

12.4 The Customer undertakes, in the case of a purchase of Goods, as well as throughout the duration of the Contract for the provision of Services, to:

- cooperate with Intechfloor SA and all Service Providers, in particular by providing them with all information and assistance reasonably necessary for the performance of the Services and the use of the Goods;
- use the Goods in accordance with their intended purpose and applicable regulations, with care and diligence;
- strictly comply with the assembly, installation, use and safety instructions relating to the Goods;

- take all useful measures to ensure that the legal and regulatory safety rules and those issued by the manufacturer of the Goods are applied;
- comply with the rules governing the public domain.

13. Warranties and Liability of Intechfloor SA

13.1 13.1 Intechfloor SA is subject to a best-efforts obligation under the Contract.

13.2 Intechfloor SA does not warrant nor is it held liable towards the Customer for losses and damages (i) not directly resulting from its own actions and/or (ii) in the event of non-Compliance of Goods, when such events are related to:

- Force Majeure;
- any fault or negligence of any kind on the part of the Customer and/or the carrier of Goods;
- improper or non-compliant use of the Services and/or Goods by the Customer, as well as the use of Goods, without the knowledge of Intechfloor SA, by an unqualified person and/or for illicit purposes;
- the Customer's failure to comply with the Contract and/or Intechfloor SA's instructions relating to the Services, and/or assembly, installation and use instructions for the Goods provided by Intechfloor SA, its supplier, the manufacturer and/or a Service Provider;
- normal wear and tear of the Goods after the date of their delivery to the Customer;
- alteration or repair of the Goods at the initiative of the Customer or a third party, without the prior Written consent of Intechfloor SA and/or a Service Provider;
- any other act or omission by the Customer, its employees, representatives, agents or any other third party instructed by the Customer.

13.3 13.3 Intechfloor SA is also exempt from any liability and warranty vis-à-vis the Customer in respect of (i) any loss, damage, costs, expenses, fees of any kind whatsoever resulting from material or instructions provided by the Customer that are incomplete, inaccurate, not following the required order, presented in an inadequate form, resulting from their late or non-transfer and/or from any other wrongful act and/or negligence on the part of the Customer, and (ii) direct or indirect, material or immaterial consequences of a stoppage or malfunction of the Services and/or Goods not due to a defect in the Goods.

13.4 13.4 Where the provision of Services by Intechfloor SA requires the supply of materials or Goods by a third-party supplier other than Intechfloor SA, all warranties, in particular Compliance warranties, relating to such materials and Goods are the sole responsibility of the third-party supplier, to the exclusion of Intechfloor SA, which shall assign to the Customer the benefit of all legal and contractual warranties of any kind to which the third-party supplier is held in respect of such materials and Goods.

13.5 13.5 Any damages that may be owed to the Customer as a result of a breach by Intechfloor SA of one of its obligations relating to the provision of Services, not covered by a liability exclusion clause, are expressly limited to the amounts actually received by Intechfloor SA in consideration for the performance of the Services and capped at the amount of the last current quarter, in respect of the relevant Service.

13.6 13.6 In the event of non-Compliance of Goods, the Compliance warranty and Intechfloor SA's liability are strictly limited to (i) the return of the non-Compliant Goods at Intechfloor SA's expense and (ii) their replacement by Compliant Goods within a reasonable time, and this once the non-Compliance has been confirmed by Intechfloor SA's technical management and/or its supplier (where applicable, by an independent expert).

13.7 13.7 In the context of the Contract, the Customer may in no event claim any additional compensation, in respect of in particular material, immaterial or moral damages, direct or indirect prejudice, in particular commercial prejudice, loss of customers, loss of orders, loss of profit, loss of

earnings or turnover, loss of business opportunity, any commercial disruption, increase in costs, reduction in expected savings, or damage to reputation.

13.8 13.8 Any action brought against the Customer by a third party constitutes indirect damage and therefore does not give rise to a right to compensation.

14. Modification of a Contractual Document

A Contractual Document may only be modified by a Written instrument establishing the express agreement of each of the Parties with respect to the agreed modification.

15. Waiver

The failure of a Party to invoke a provision of the Contract does not in any way constitute a waiver of the benefit of that provision. Such a waiver may only occur by a Written instrument signed by the Party expressly waiving a provision of the Contract.

16. Assignment

16.1 16.1 The Contract is concluded intuitu personae. The Contract, a Contractual Document, and the obligations arising therefrom may not be assigned to a third party by either Party without the express, prior and Written consent of the other Party.

16.2 16.2 By way of exception to the provisions of the preceding article, Intechfloor SA reserves the right to assign, at any time, to any Affiliated Company and/or Service Provider, the Contract and/or all or part of the rights and obligations arising from the Contract.

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17. Severability

17.1 17.1 If a provision of the Contract is declared null and void, the other provisions of the Contract shall nevertheless remain valid.

17.2 17.2 The potential annulment of one or more clauses of the Contract shall not affect the other provisions, which shall continue to produce their full effect insofar as the general economy of the Contract can be preserved.

17.3 17.3 In the event that the performance of one or more clauses of the Contract becomes impossible due to its annulment, the Parties shall endeavour to reach an agreement in order to establish a new clause whose spirit and letter shall be as close as possible to the old clause, with the other provisions of the Contract remaining in force. Failing this, or if the general economy of the Contract were to be fundamentally disrupted, the Parties could, by mutual agreement formalised in Writing, declare the entire Contract null and void.

18. Exception of Non-Performance

18.1 In the event of established non-performance.

18.1.1 18.1.1 Each Party may refuse to perform its obligation, even if it is due, if the other Party does not perform its own obligation and if such non-performance is sufficiently serious, i.e. likely to call into question the continuation of the Contract or fundamentally upset its economic balance.

18.1.2 18.1.2 The suspension of performance shall take effect immediately upon receipt by the defaulting Party of the Notification of breach addressed to it to that effect by the non-defaulting Party indicating the intention to invoke the exception of non-performance for as long as the defaulting Party has not remedied the identified breach.

18.2 Preventive exception of non-performance

18.2.1 18.2.1 The exception of non-performance may also be used preventively, if it is clear that one of the Parties will not perform its obligations by the due date and if the consequences of such non-performance are sufficiently serious for the non-defaulting Party.

18.2.2 18.2.2 This right is exercised at the risks and peril of the Party taking the initiative.

18.2.3 18.2.3 The suspension of performance shall take effect immediately upon receipt by the presumed defaulting Party of the Notification of the intention to invoke the preventive exception of non-performance, until the presumed defaulting Party performs the obligation in respect of which a future breach is clear.

19. Early Termination and Consequences of Termination

19.1 Termination for breach of an Essential Obligation

19.1.1 Termination for failure to pay the Price by the Customer

In the event that the Customer fails to pay all or part of the Price by its due date, the Customer shall be placed in default by the mere fact of the Price being due. Intechfloor SA may terminate the Contract with immediate effect by sending the Customer a Notification to that effect, if the latter does not pay all or part of the Price owed by it under the Contract, which has been outstanding for more than fourteen (14) calendar days.

19.1.2 Termination for any other breach of an Essential Obligation

Either Party may, without prejudice to any other remedy, terminate the Contract at any time by sending a Notification to the other Party if the latter breaches an Essential Obligation. It is expressly understood that such termination shall take effect by operation of law fourteen (14) days after service of a notice to perform, which has remained, in whole or in part, without effect. The notice to perform is served by Notification or any extrajudicial act. It must mention the intention to apply this clause.

19.2 19.2 The termination of the Contract for any reason whatsoever does not affect (i) the rights, remedies or obligations acquired by either Party, including payments due at the effective date of termination in consideration for the Services and Goods already provided by Intechfloor SA to the Customer, nor (ii) the entry into force or maintenance in force of any provision of the Contract that is expressly or implicitly intended to come into force or remain in force at and/or after the termination of the Contract or a Contractual Document.

19.3 19.3 Unpaid invoices of Intechfloor SA relating to the Services and Goods sold become immediately due at the effective date of termination of the Contract, or where applicable, termination of a Contractual Document.

20. Force Majeure

20.1 20.1 Intechfloor SA and the Customer shall not be held liable if the non-performance or delay in the performance of any of their obligations results from a Force Majeure event.

20.2 20.2 In order to benefit from the provisions of this article, the Party wishing to invoke a Force Majeure event must notify the other Party as soon as it becomes aware of the occurrence of such an event and at the latest within five (5) Business Days from the occurrence of said event, (i) explaining the nature of the Force Majeure, (ii) providing all necessary evidence, (iii) indicating its foreseeable duration and (iv) informing the other Party of the measures taken or envisaged to bring it to an end. It must also immediately inform the other Party by all means of the end of the Force Majeure event. The other Party has the right to verify and check the accuracy of the alleged facts.

20.3 20.3 For its duration, the Force Majeure event suspends, for the Party invoking it, the performance of its obligations. The Party affected by the Force Majeure event must do everything in its power to avoid, eliminate or reduce the causes of the delay and to resume performance of its obligations as soon as the invoked event has ceased.

20.4 20.4 In the event that the Force Majeure event makes the performance of the contractual obligations definitively impossible or lasts for more than thirty (30) calendar days, each Party shall have the right to terminate the Contract without charge, in its entirety and automatically, by means of a Notification sent to the other Party and without any compensation of any kind whatsoever being due to the other Party.

21. Confidentiality

21.1 21.1 Each Party undertakes, on its own behalf, on behalf of its directors, administrators, employees and representatives, as soon as it has access to Confidential Information, to keep such information secret, to take the same measures as those it takes in respect of its own confidential information to prevent its publication or disclosure to third parties, and to return to the other Party, upon request, any medium received containing Confidential Information.

21.2 21.2 Any disclosure of Confidential Information by a Party, its directors, administrators, employees or representatives to any third party shall engage its liability.

21.3 21.3 The Parties acknowledge that the Confidential Information of each Party shall remain the property of the Party concerned and that its communication to the other Party shall not give any rights over it to the other Party.

22. Governing Law

22.1 22.1 The GTC are governed by the applicable law determined in the Offer.

22.2 22.2 The GTC are drawn up in French, English, German, Italian, Spanish and Arabic. In the event of any difficulty of interpretation between the versions, the French version shall prevail.

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23. Dispute Resolution Procedure

Any dispute, disagreement or claim arising out of or in connection with the Contract, including its conclusion, interpretation, performance, breach, termination or nullity, shall be finally settled by the competent courts designated in the Offer, which shall have sole jurisdiction.

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Annex - I

Specific Provisions for the Sale of Goods by Intechfloor SA

1. Sale Price of Goods

1.1 1.1 Unless otherwise agreed by the Parties, the Sale Price of Goods is expressed net of all taxes (in particular value added tax), duties, import and export fees or other amounts due under the legislation applicable in the country of origin, the country of transit and/or the country of destination, in force at the date of issuance of the invoice.

1.2 1.2 Unless otherwise agreed by the Parties, the Sale Price of Goods is defined ex-works and does not include packaging, loading, transport, insurance, unloading or customs costs, which remain the responsibility of the Customer up to the point of delivery.

2. Delivery and Installation of Goods Sold

2.1 2.1 Delivery of Goods sold is effected by handing over the Goods at the agreed delivery location with the Customer.

2.2 Delivery Deadline / Delay

Delivery deadlines for Goods are given for information purposes only and do not constitute an obligation of result for Intechfloor SA. They may in particular depend on the availability of carriers and the order in which orders are received. Intechfloor SA endeavours to comply as far as possible with the delivery deadlines indicated, providing all necessary efforts and in accordance with the standard logistics timescale in the industry. Delivery delays for Goods cannot give rise to any penalty or compensation, nor justify the cancellation/termination of the Contract.

2.3 Receipt of Goods

2.3.1 The Customer's signature on the delivery note constitutes acknowledgement of delivery of the Goods.

2.3.2 The Customer is required to verify the apparent compliance of the Goods and their conformity with the accepted Offer at the time of delivery.

2.3.3 In the absence of express reservations by Notification sent to the carrier within three (3) days of receipt of the Goods by the Customer, with a copy simultaneously sent in Writing to Intechfloor SA, the Goods shall be deemed accepted by the Customer, which covers all apparent defects.

2.3.4 No subsequent claim may be taken into consideration by Intechfloor SA (except in the case of non-Compliance found subsequently, under the conditions and limits of the warranty defined by the GTC).

2.3.5 In the event of a reservation raised by the Customer within the required deadlines, it is the Customer's responsibility to provide all justifications as to the reality of the apparent defects or lack of conformity of the Goods with the Offer as accepted by the Customer.

2.3.6 Intechfloor SA's liability cannot in any event be engaged for events occurring during transport, destruction, damage, loss or theft, even if Intechfloor SA chose the carrier.

2.3.7 Any return of Goods for apparent defects or lack of conformity of the Goods with the Offer accepted by the Customer must be the subject of a prior Written agreement between Intechfloor SA and the Customer, precisely mentioning the apparent defects/lack of conformity identified.

2.3.8 Only the carrier chosen by Intechfloor SA is authorised to carry out the return of the Goods concerned.

2.3.9 Goods returned at the initiative of the Customer without prior Written agreement between the Parties shall not give rise to the issuance of any credit note, and the costs and risks of return shall remain the responsibility of the Customer, who shall also be required to pay the related storage and logistics costs.

2.3.10 In the event of justified reservations on the part of the Customer described precisely in a Written document, and provided that the apparent defects identified are not related to transport and/or unloading of the Goods, Intechfloor SA shall, at its own expense, replace the Goods concerned within a reasonable time, and the Customer may not claim any compensation or the cancellation of the Contract.

2.4 Installation of Goods

Depending on the circumstances, the assembly and installation of Goods at the Customer's premises are carried out by Intechfloor SA, by a Service Provider of its choice under the supervision of the Customer, or by the Customer who undertakes to familiarise itself with the installation, assembly, operation and safety rules prescribed by the regulations and by the manufacturer of the Goods, to strictly follow the instructions provided by Intechfloor SA or its supplier, and to immediately notify Intechfloor SA of any difficulty encountered.

3. Retention of Title Clause

3.1 3.1 Intechfloor SA retains ownership of the Goods sold until full payment of the Price in principal and ancillary costs by the Customer, regardless of the delivery date of the Goods.

3.2 3.2 In the event of failure to pay by the due date, Intechfloor SA may reclaim the Goods and rescind the sale. Any deposit paid by the Customer shall remain with Intechfloor SA as a lump-sum indemnity, without prejudice to any other legal action that may be brought against the Customer.

4. Transfer of Risk

4.1 4.1 The price of the Goods is understood ex-works (EXW - Incoterm® 2020), the date on which the transfer of risks on the Goods is completed, independently of the transfer of ownership of the Goods; the Customer shall therefore bear all risks of damage caused or suffered by the Goods from the date of transfer of risk.

4.2 4.2 The Customer acknowledges that it is the carrier's responsibility to deliver the Goods, Intechfloor SA being deemed to have fulfilled its delivery obligation upon departure of the Goods from the factory, with the collection, loading and routing of the Goods being at the expense and risk of the Customer. The Customer has no recourse in warranty against Intechfloor SA in the event of failure by the carrier to deliver the Goods, or for damage occurring from the time the Goods leave the factory, during transport and/or unloading.

4.3 Packaging

Intechfloor SA does not take back packaging and transport materials unless a legal obligation requires it to do so. In the absence of such regulation, the Customer undertakes to recycle packaging materials at its own expense.

5. Import Regulations

The Customer is responsible to Intechfloor SA for obtaining the necessary import licences or other required documents (except those that must be provided by Intechfloor SA, where applicable), for compliance with applicable laws or regulations concerning the importation of Goods, and for payment of all customs duties, taxes and charges applicable to the importation of the Goods, unless these are exempt.

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