

# GENERAL TERMS AND CONDITIONS OF SALE

## **1. Scope of Application**

1.1. These General Terms and Conditions of Sale ("GTC") shall apply to all sales of products ("Products") by VESSEL Europe Sarl, located at ZA PARIWEST, 8 Avenue Johannes Gutenberg, 78310 Maurepas (Yvelines), France, ("Seller") to the buyer ("Buyer"). Any terms and conditions proposed by the Buyer that conflict with or add to these GTC shall not be binding upon the Seller unless expressly agreed to in writing.

1.2. The Seller reserves the right to issue specific, alternative, or supplementary terms and conditions of sale (including, but not limited to, country-specific, segment-specific, or channel-specific GTCs) for certain markets, customer segments, or individual transactions. In the event of any conflict or inconsistency between these general GTC and such specific terms, the specific terms expressly agreed upon or provided by the Seller for that respective market or segment shall prevail.

## **2. Formation of Contract**

An order becomes final upon acceptance of the written quote or purchase order or dispatches the Products and, if applicable, upon payment of the required deposit.

## **3. Prices and Payment Terms**

3.1. All prices are net prices, excluding value-added tax (VAT), customs duties, and any other taxes or fees.

3.2. Unless otherwise expressly agreed in writing or specified by the Seller in the relevant Quotation, Order Confirmation, or Invoice, the Buyer shall pay for the Products in full via advance payment (proforma invoice basis) before the dispatch of the Products.

Where the Seller has granted credit terms to the Buyer, payment must be made within the specific timeframe indicated on the respective Invoice.

3.3. In the event of late payment, the Seller reserves the right to charge interest at a rate of 8% per annum above the European Central Bank's base rate.

## **4. Delivery and Retention of Title**

4.1. Delivery terms shall be interpreted in accordance with the Incoterms 2020. Unless otherwise agreed, delivery shall be made by EXW.

4.2. The Products delivered shall remain the sole property of the Seller until the Buyer has made full payment for the said Products.

## **5. Inspection and Notification of Defects**

5.1. The Buyer must inspect the Products immediately upon receipt.

5.2. Any claims for shortages, visible damage, or defects must be notified to the Seller in writing within forty-eight (48) hours from delivery. Failure to do so shall constitute unconditional acceptance of the Products.

## **6. Liability and Safety**

The customer must follow the user manuals and safety guidelines for the tools.

## **7. Returns and Complaints**

Any return must be approved in advance by the seller.

## **8. Warranty and Limitation of Liability**

8.1. The Seller warrants that the Products are free from defects in material and workmanship for a period of 12 months from the date of delivery.

8.2. This warranty does not apply to any consumables, wearing parts, or components that are naturally subject to wear and tear during the normal course of operation (including but not limited to such as Filters, Bits and Air Nipper Blades).

8.3. This warranty is valid exclusively for Products purchased within the Seller's designated sales territory (the European Union, Europe, and Africa) and directly from the Seller or through its authorized distribution network (authorized distributors and buyers). Any products obtained from unauthorized channels, secondary markets, parallel imports, or outside the designated territory are expressly excluded from this warranty.

8.4. Under no circumstances shall the Seller be liable for any indirect, incidental, special, or consequential damages, including but not limited to loss of profits, arising out of or in connection with the sale of the Products.

## **9. Personal Data**

The data collected is used solely for the management of the business relationship in accordance with applicable regulations.

## **10. Force Majeure**

Neither party shall be liable for any failure or delay in performing its obligations due to events beyond its reasonable control, including but not limited to acts of God, war, government regulations, strikes, or supply chain disruptions.

## **11. Governing Law and Jurisdiction**

These GTC shall be governed by and construed in accordance with French law. Any disputes arising out of these GTC shall be subject to the exclusive jurisdiction of the courts of VERSAILLES, France.