

### 1. GENERAL CLAUSES

The purpose of these General Terms and Conditions of Sale (hereinafter GTC) is to establish, in compliance with the provisions of Article L. 441-1 of the French Commercial Code, the respective obligations of the company VIM SASU (hereinafter VIM) and its Customers within the framework of their contractual relations relating to the sale of products and services.

Any order submitted to VIM implies full and complete acceptance and unreserved application by the Customer, who acknowledges having full knowledge of them, of these General Terms and Conditions, which prevail over any other document, and in particular over all of the Customer's General Terms and Conditions of Purchase.

Only special conditions of sale agreed in writing between VIM and the Customer may allow deviations from these General Terms and Conditions.

The simple sending of an Acknowledgment of Receipt of an order does not constitute acceptance of the conditions appearing on the Customer's order.

As VIM Customers are professionals, consumer law does not apply.

### 2. PRODUCT INFORMATION - SELECTIONS - PROJECTS

All information, illustrations and information appearing on the various media (paper, digital) are given for information purposes only and cannot be considered as a contractual commitment on the part of VIM.

VIM reserves the right to cease marketing any product offered to the Customer and/or to modify the characteristics of its products at any time without giving rise to the payment of damages.

It is understood that the Customer is a professional capable of ensuring that the equipment ordered is suitable for his needs. Under no circumstances may any principle diagrams, dimensioning plans or theoretical calculations be considered as a study of the installation concerned, the mission of which falls under the project management.

VIM's liability is limited to the transmission of the technical characteristics of the equipment and the information necessary for its installation, operation and use.

Likewise, VIM cannot be held responsible for selection errors resulting from inaccurate, imprecise data or data outside its normal competence linked to the characteristics of its products.

Due to the multiple different laws, regulations and standards, VIM declines all responsibility for products delivered outside French national territory, in the absence of written information from the Customer concerning the country of destination.

### 3. ORDERS - OPENING AN ACCOUNT

Before any first order, the Customer must open an account by completing the online form on the website and providing a Bank Identity Statement.

All orders must be made in a dated, written and signed order, stating the desired delivery date. Orders without a delivery date are not accepted.

It must be issued by a person authorized internally by the Client.

Orders can be sent to us:

- By mail, to the postal addresses of the regional offices - By email, to the email addresses dedicated to receiving orders in the region and at the head office

- Via the Internet, using the online ordering interface

The sale is concluded by sending an Acknowledgment of Receipt specifying the conditions of acceptance of the order and the indicative delivery times ex-works.

After the 48-hour period following the issue of the Acknowledgment of Receipt, the Customer may not cancel his order, except with the express prior agreement of VIM and under the conditions defined by VIM.

### 4. PRICE

Our prices are in Euros excluding taxes (HT), ex-works (EXW), net of any discount, contributions or costs, standard packaging included. Specific packaging is invoiced in addition.

The price offers in our quotes are valid for 1 month from the date of issue, excluding changes in pricing conditions.

Any order with a delivery time of less than two (2) months will be invoiced at the price agreed upon when ordering. If this time limit is longer, the price will be corrected according to the latest pricing conditions or the revision formula appearing on the quote.

Any order whose delivery is delayed at the request of the customer may be subject to a price revision if the pricing conditions change in the meantime.

The shipping scales appearing in the currently valid VIM Technical Tariff do not constitute a firm offer and may be modified without notice, particularly in the event of a change in economic conditions such as variations in transport costs, fuel prices, duties and taxes, etc.

### 5. TREATMENT OF WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT WEEE

In accordance with articles R. 543-179 to R. 543-206 of the Environmental Code, VIM contributes to the selective collection of waste.

As a producer of Household and Professional WEEE, VIM has registered with the National Register of Producers. Through an agreement signed with the eco-organizations Eco-systèmes (Household) and Ecologic (Professional), VIM finances and fulfills its legal obligations regarding the organization, collection, removal and recycling of WEEE.

Invoices issued by VIM mention on a separate line the amount excluding tax of the eco-participation for Household and Professional WEEE. In the case of Household WEEE, the eco-participation must be passed on identically to the end customer.

### 6. DEADLINES - DELIVERIES - TRANSFER OF RISKS

The delivery times appearing in the quotes and Acknowledgments of Receipt are indicative and approximate.

They are given ex-works. Delivery times run from the latest of the following dates: date of receipt of the Customer's written order, date on which VIM received the information, deposit or supplies that the Customer had undertaken to deliver.

Any delays may not, under any circumstances, justify the cancellation of the order, give rise to withholding or payment of penalties unless otherwise agreed in writing. Even in this case, our liability cannot be called into question for a delay attributable to transport.

In the event of a breach by the Customer of its contractual obligations (delays or non-payment, etc.) or in the event of Force Majeure in accordance with Article 9 (strike, epidemic, war, fire, flood, etc.), the agreed delivery times are not binding on VIM.

In metropolitan France, deliveries are made in DAP mode to the place of delivery indicated by the Customer. In all other cases and for export, they are made in EXW mode.

Unloading of the equipment and processing of packaging are the responsibility of the Customer.

Delivery entails the transfer to the Customer of the risks relating to the goods as well as the invoicing of the sale by VIM. The Customer is obliged to take possession of the equipment on the day and at the place agreed for delivery. If the shipment or delivery is delayed due to the Customer, VIM may be required to invoice the costs relating to storage, handling or redelivery of the equipment.

Upon delivery, in the event of a shortage, non-conformity, total or partial damage to the products delivered, the Customer must, in accordance with Article 133-3 of the French Commercial Code, issue written reservations on the carrier's receipt and confirm them within 72 hours by registered letter with a duplicate to VIM. Unconditional receipt of the equipment deprives the Customer of any subsequent recourse against VIM.

### 7. PAYMENT AND INVOICING TERMS

Payments are made at VIM's registered office and, unless otherwise agreed, are made net and without discount. Only the contractual due date shown on the VIM invoice is valid.

The payment period cannot exceed 45 days end of month or 60 days net from the date of issue of the invoice.

In accordance with Article L441-6 of the French Commercial Code, failure to pay on the due date indicated on the invoice will result, without prior formal notice:

- the forfeiture of the term of all invoices due to VIM
- the invoicing of late payment interest equal to 15%
- the invoicing of a fixed compensation for recovery costs in the amount of 40 euros and when the recovery costs incurred are higher than the amount of this fixed compensation, additional compensation, upon justification.

## VIM SASU | Metropolitan France | Applicable as of 01/01/2025

Agreed payment dates cannot be delayed for any reason whatsoever, including in the event of a dispute.

In the event of non-payment on the due date, VIM may suspend the shipment of other goods ordered by the same customer without prejudice to damages, if applicable.

Any significant change in the financial, economic or legal situation of the Customer even after partial execution of the orders may result in the revision of the payment conditions of the latter.

Not being a lessor or contractor, but a manufacturer, VIM is not subject to the provisions referred to in Article 1799-1 of the Civil Code. Consequently, VIM does not accept any retention of guarantee, whether guaranteed or not, on the amount of the products invoiced.

## 8. RETENTION OF TITLE

We retain ownership of the goods sold with respect to you and third parties (law No. 67-563 of 12/05/1980) until full payment of the price.

Failure to pay any of the instalments may result in the reclamation of these assets.

However, the Customer assumes, from the delivery as defined in Article 6, the risks of loss or deterioration of the equipment as well as the damage that they could cause. The Customer undertakes to insure against all risks relating to the transport, loss, theft or destruction of the goods.

## 9. FORCE MAJEURE

VIM shall not be held liable for delays or failures in the performance of its obligations when they are caused by an event of force majeure. An event of force majeure shall be any event whose effects VIM could not reasonably have prevented or averted in the exercise of normal management, such as strikes, internal or external, the failure of a supplier, fires, floods, natural disasters, armed conflicts, embargoes (non-exhaustive list).

## 10. CONTROL AND TESTING

In the event that after delivery, the characteristics or performance of the equipment are contested and require measurements by VIM or any other organization, the Customer will bear all costs incurred by VIM, if it is proven that the services are respected.

## 11. RECOVERY OF EQUIPMENT AT THE CUSTOMER'S REQUEST

Specific and out-of-stock materials are neither taken back nor exchanged. The same applies to spiral ducts (CMS ranges) and kitchen hoods. (VORAX and NOVAX ranges)

Equipment usually held in stock (codes in red in the catalog) will be taken back at 80% as soon as it is received in its original condition and packaging and the return check has not detected any anomalies. The returned equipment must imperatively be accompanied by the return authorization issued by VIM stuck on the package.

After a period of 30 days after the delivery date, no returns or exchanges will be accepted.

The transport costs relating to these returns are the responsibility of the Customer.

If all conditions are met, the return will result in the establishment of a credit note.

## 12. WARRANTY

Unless otherwise agreed in writing, the equipment supplied by VIM is guaranteed against all causes, including hidden defects, for 24 months from the invoice date.

When commissioning, ordered at the same time as the equipment, is carried out by VIM or its approved service providers, the warranty runs from the date of commissioning for a period of 24 months (without being able to exceed 30 months from the invoice date).

The warranty is limited to the replacement of parts or equipment whose operation is recognized as defective following an assessment by VIM, excluding any compensation or penalties. The costs of labor, removal, reinstallation and travel are the responsibility of the Customer.

Excluded from our warranty are defects linked to abnormal use or use not in accordance with the recommendations in our instructions, defects noted as a result of normal wear and tear, incidents caused by negligence or lack of supervision.

or maintenance, defects due to incorrect installation of the devices or poor storage conditions before assembly. Under no circumstances is VIM responsible for transformed or repaired equipment, even partially.

To benefit from the guarantee, the Customer must notify us without delay and in writing of the malfunction that he attributes to the equipment and provide all justifications as to the reality of the malfunction.

Work resulting from the warranty obligation is carried out in principle in VIM workshops.

Unless otherwise notified by VIM, the Customer must arrange for and return to us at its own expense the defective parts or equipment for repair or replacement. The cost of returning parts or equipment replaced under warranty is covered by VIM.

Returns of parts or equipment, made under warranty, will only be accepted if they have been previously agreed to in writing by us. They must be accompanied by this authorization issued by VIM stuck on the package.

If, for time constraints, VIM agrees to replace the defective parts or equipment before return and assessment, the parts or equipment sent as replacements will be invoiced. A credit note will be issued for the warranty claim once the assessment has been carried out, provided that the defect is recognized.

The replacement of one or more parts does not extend the warranty period of the equipment. Spare parts are guaranteed for 24 months from their invoice date.

The supply of spare parts essential for proper operation is normally ensured for a period of 7 years from the date of manufacture.

## 13. SERVICES

VIM offers commissioning services, on-site assembly of certain products or troubleshooting of marketed equipment.

These interventions are subject to special conditions. VIM only intervenes in the presence of a representative of the Client in charge of the installation. The Client is responsible for safety on the site.

Any unnecessary travel on site or any excess service may result in additional invoicing.

Never intervening in the act of installation or construction, VIM is not liable for any guarantee of perfect completion. The commissioning service cannot be considered as a validation by VIM of the choice of equipment or its location by the informed professional Client. The commissioning or troubleshooting services do not exclude the recommended maintenance operations.

The operations to be carried out by the Customer, prior to commissioning or assembly on site, are specified by VIM in the "Commissioning Request" form.

When commissioning, ordered at the same time as the equipment, is carried out by VIM or its approved service providers, the warranty runs from the date of commissioning for a period of 24 months (without being able to exceed 30 months from the invoice date).

## 14. PROTECTION OF PERSONAL DATA

To find out about the measures taken by VIM to ensure its compliance with the General Data Protection Regulations, we invite you to consult our GDPR page on [www.vim.fr](http://www.vim.fr)

## 15. JURISDICTION

All operations covered by these General Terms and Conditions are subject to French law.

In the absence of an amicable agreement, any dispute will fall under the exclusive jurisdiction of the NIORT court, even in the event of a warranty claim or multiple defendants.

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