



GENERAL CONDITIONS OF SALES PROFESSIONAL WHOLESALER

1. Definition of wholesalers

These General Terms and Conditions govern the relationship between Manton and any wholesaler client or hardware dealer.

The wholesaler or hardware dealer is a Manton client that purchases the products for resale to an industrial client or professional installer.

2. Approval of wholesaler clients

These Terms and Conditions of sale apply exclusively to clients meeting the definition in Article 1, who are selected according to all of the following quality criteria:

- The client must always provide technical advice to installers from qualified staff who have received Manton training.
- The client is able to provide all relevant documents including installation and assembly instructions with the products, via the Manton website.
- Given Manton's warranty conditions and to meet the needs of installers, the Manton products listed and purchased by the client must include all products in a given range.
- The client's own client base consists mainly of professionals.
- The client has qualified staff providing an after-sales service.
- The client will ensure that the products on its website are sold under similar conditions to a physical point of sale: positive product presentation, a technical product description, provision of technical documents, installation advice, assembly videos and access to technical advice from qualified staff, for example, via live chat. In addition, for each product, the site must give a link to the Manton website where the user can find further technical information.
- When a third party electronic platform is used, the client will ensure that this platform gives the installer the same service as described above.
- The client will refrain from sending the marketing tools made available by Manton to a third party without Manton's prior written consent.
- The client will ensure that its stock levels are consistent with its commercial potential and the expectations of installers.
- The client website domain name must not contain the name Manton.
- As Manton's products are not subject to fashion trends and are not likely to become obsolete, they may not be resold at a loss.





Disregard for any of the above selection criteria will automatically entitle Manton to cease all supplies to the client after the latter fails to respond within 30 days to a formal notice to remedy the non-fulfilment, sent by registered letter with receipt acknowledgement.

3. Champ d'application

Unless otherwise agreed in writing and signed by our company, these General Terms and Conditions, for which only the original French version is deemed authentic and prevails over any other foreign language version, apply to the supply of all products. All orders imply unreserved acceptance of these Terms and Conditions. These General Terms and Conditions supersede the previous General Terms and Conditions and all documents exchanged between the parties before entering any definitive agreement.

4. Enforceability of the documents provided by the client

Sales negotiations are based solely on the terms and conditions of sale. Conditions of purchase notified by the client are subject to our express written acceptance. Plans and other specifications provided by the client have a contractual value and incur the client's liability.

5. Applicable Law - Jurisdiction

These General Terms and Conditions are governed by French law. Any dispute arising from them and from the business relationship between our company and the client will be referred exclusively to the Besançon Commercial Court (25000 France), even in the event of a summary application, third party proceedings or multiple defendants. However, we will be entitled to refer the matter to any competent court in the client's country if the client is located abroad.

6. Products - Prices

We reserve the right to make any changes deemed useful to our models, prices or catalogues without prior notice, as these documents do not constitute an offer. Unless otherwise stated, our offers are valid for one month after their date of issue. After this time, the prices and the delivery conditions may be modified. We reserve the right to change our prices at any time, particularly when there are fluctuations in raw material prices. Products in orders accepted on the same day as a price change will be delivered at the price in force before the change.

7. Orders

All orders and order changes must be submitted in writing or by fax or email and shall only be deemed accepted after written confirmation from us. Acceptance of the order is subject to the physical availability of products and raw materials. Clients who cancel all or part of their order or who postpone the delivery date or amend the order without liability on our part, will owe Manton compensation for all costs incurred on the date on which we receive notification from the client of the cancellation or change, without prejudice to any damages. Any orders involving functional requirements or technical specifications shall only be valid after our company has approved all the documents.





8. Order schedules

If the client provides our company with order schedules, we shall use these to draw up our offer. We reserve the right to modify our offer and the price if an insufficient number of scheduled orders are confirmed.

9. Delivery

Deliveries are made by providing the products, before loading, on our premises, either to clients, their chosen carrier, or, failing that, a carrier chosen by us. We are entitled to make whole or partial deliveries, depending on product availability, and each partial delivery shall be invoiced separately. If products are rejected or not collected on the agreed delivery date, we reserve the right to charge clients for storage costs. Any storage risks beyond that date will be the Client's responsibility. Delivery times start from the time the client fulfils its obligations (payment of a deposit, etc.). Any changes to orders during the performance of the contract may result in extended delivery times. Should the client fail to comply with the time schedule it has notified, we will be unable to guarantee that delivery times will be met. We shall endeavour to meet the delivery times notified upon acceptance of the order. Under no circumstances shall failure to meet delivery times justify the cancellation, modification or postponement of the order or other orders already confirmed. Any penalties for delayed deliveries or non-delivery are subject to prior acceptance by our company.

10. Quantities delivered - Packaging

The quantities delivered and invoiced may, according to the product, be subject to a margin of tolerance, as stated on the order confirmation and on the delivery note. The client agrees to honour any invoice for products whose quantity falls within this margin of tolerance. The client shall refrain from making undelivered product claims for quantities delivered falling within this margin of tolerance. Should the client fail to comply with the minimum and/or indivisible package unit requirements stated on the price list, our company will deliver the number of products relevant to these package units. In such cases, the client shall pay the corresponding invoice.

11. Transfer of risks

As of delivery, the client is liable for the risks of loss of or damage to products, and for any loss that the products cause. Consequently the client is liable for all the product transportation risks as of delivery, even when our company chooses the carrier, when the products are dispatched by our factory truck, and/or when our company bears the transportation costs. All instructions given by our company to the carrier are considered as originating from the client receiving the delivery.

12. Complaints

12.1 Non-compliance: The client must always verify the condition and compliance of the products, absence of apparent defects, compliance with delivery deadlines and delivered quantities, upon delivery in the presence of the carrier or our agent. The client shall bear the costs of and risks related to these checks. Any complaints must be stated on the carrier's receipt and also reported to our company by registered letter with receipt acknowledgement no later than 48 hours after delivery. Failing this, the receipt of products will be deemed as unreservedly accepted and we cannot be held liable for any apparent product defects or missing items.





12.2 Hidden defects: Hidden defects must be reported by the client by letter, fax or email within thirty days of the date on which it discovered or should have discovered the hidden defect. Reports made more than one year after product installation shall be rejected, except where there are special provisions in the catalogues and brochures.

12.3 Evidence of non-compliance or hidden defects – Product returns: The client must provide proof of the flaws or defects discovered and the client shall pay for any direct checks or inspections it makes. We reserve the right to make any determinations and conduct any verifications and inspections directly or through any agent of our choosing, on our premises, the client's premises or a third party's premises. Any product returns are subject to our prior written consent. The delivery note references and the relevant invoice must be enclosed with the products returned.

12.4 Penalties: In accordance with Article L. 442-6 8° of the French Commercial Code, no complaints or disputes authorise the client to automatically deduct penalties or discounts from the amount of our invoice or to suspend the payment thereof. Therefore, any claims for compensation or penalties related to a non-delivery or delayed delivery or to the delivery of defective products are subject to our express written consent. No fixed penalties shall be granted. Only penalties justified by proof of actual loss and proportionate to the nonfeasance will be accepted, where appropriate.

13. Warranty

13.1 Purpose of the warranty: Our company warranty only covers compliance of the delivered products with the features stated in the catalogues.

13.2 General warranty limitations: The warranty does not apply to products modified by services outside our company, or to products attached using techniques other than those proposed in our various valid documents, or when the products are stored and/or used in a way that is inappropriate for their intended purpose or that does not comply with the conditions of use, installation instructions, our documents or the types of use that we have listed. The warranty does not apply if the damage detected is the result of an incompatibility between our products and components from other sources, or products that do not comply with mandatory standards implemented after product delivery, or in case of force majeure, or to normal wear and tear of the products or damage to them due to the client's negligence, lack of inspections or tests, insufficient monitoring or maintenance or from a faulty client design.

13.3 Extent of the general warranty: The warranty is limited, at our company's discretion, to either the replacement of non-compliant or defective products with the same or similar products, or a credit note, and excludes any other compensation to the client of any kind whatsoever and for whatever reason. Replaced products shall remain our property.

In cases where our company is asked to perform technical work when the warranty does not apply, the client will be invoiced for all shipping costs incurred by our company, travel expenses and for the time spent on the work at the current rate, plus a penalty equal to 20% of the relevant invoice price including VAT, for handling, repackaging and administrative fees, without prejudice to any other compensation.

13.4 Duration of the contractual warranty: Any contractual warranty set out in the product catalogues starts from the date of installation on the end client's product as indicated on our website. It is the client's responsibility to provide proof of this date. The warranty periods are given in our catalogues and in the instructions for use. The client undertakes to notify its own clients of the product warranty conditions.





14. Performance warranty applicable to Mantion's Complete Systems

We offer a performance warranty for Mantion's Complete Systems. The conditions of this warranty are given in our commercial documents and on our website.

15. Intended use of products

The client is responsible for ensuring prior to ordering that the products ordered are suitable for their intended use.

16. Liability

In the event that our company's liability is proven, it shall be limited to the direct material loss suffered by the client and resulting from faults attributable to our company while performing the order. Our company shall not be held liable for the harmful consequences of faults committed by the client or third parties in connection with performance of the order. Our company is not liable for loss resulting from the use of technical documents, plans, materials, information or data issued or imposed by the client. Under no circumstances will our company be required to compensate for intangible or indirect loss such as operating losses, loss of profits, missed opportunities, commercial losses, downtime or loss of earnings. The civil liability of our company, for whatever cause, except for bodily injury and gross negligence, is limited to the value of the deliveries paid for in return for the defective service. The client guarantees the waiver of any action by its insurers or third parties with which it enjoys a contractual relationship, against our company or our insurers beyond the scope set out above.

17. Prices - Payment terms

Prices are ex-works (EXW Incoterms 2010), exclude VAT, include packaging costs, and exclude transportation costs and insurance. The client shall bear all duties, levies and other taxes. Invoices are payable by any means of payment to the head office of our company, within 30 days from the end of the month of the invoice date. The discount conditions are given in the pricing conditions in force on the order date. Provision of funds to our company is considered as payment.

18. Late payment

When invoices are not paid by the given deadline, we reserve the right to suspend, at any time, any delivery and/or shipment related to the sale in question and/or any order in progress. In the event of late payments, the client will pay a late payment penalty calculated by applying a rate of interest equal to three times the legal interest rate in force to the amount owed, plus a fee of 40 Euros for recovery costs. In addition, we will be entitled to receive immediate payment of all amounts not yet due, automatically cancel the sale in question and/or any orders in progress, retaining the deposits received and the products, without prejudice to any claim for damages, and subject the performance of successive contracts, even after partial delivery, to cash payment or the provision of guarantees in addition to any initially foreseen.

19. New client – Changes to the client's situation

When there is a new client or an event affecting the situation of a client and/or its parent company or a subsidiary that our company feels increases the risk of non-payment, acceptance of the product order and/or delivery may be subject to an advance payment or guarantees.





20. Retention of title

We retain title over the products until full payment of the principal, interest, costs and incidental expenses. Payment is made when the amount in question is collected. Provision of a bill of exchange or any other document creating an obligation to pay does not constitute payment. In the event of resale, the client shall assign to our company all receivables arising from resale to third party purchasers. Products in stock shall be presumed to be unpaid products and our company shall be entitled to draw up an inventory of them at any time. In case of non-payment, the client must return the unpaid product at its own expense and risk after receiving formal notice by registered letter with receipt acknowledgement. Under no circumstances may the client pledge products that have not been paid for, give them as collateral or create security interests on them.

21. Intellectual property

Delivery of the products does not entail the transfer of relevant intellectual or industrial property rights. The client will inform us immediately of any legal action regarding intellectual and industrial property brought against it concerning the products, and will take no action without our prior written consent. Our company has sole discretion over conducting the proceedings and deciding on what action to take. The client will hold our company harmless against any action, claim or complaint brought by a third party owing to the infringement of intellectual or industrial property rights resulting from the creation of a product based on specifications or technical documents provided by the client. All communication tools (documents, photos, videos, etc.) made available to the client remain Manton's property, and the client must seek Manton's consent whenever they are used in the client's own marketing tools. The client shall refrain from using these tools for purposes other than promoting Manton's products.

22. Confidentiality

Any technical documents and any technical, commercial, financial or legal information about our company or products, specific or otherwise, which comes to the client's knowledge, are confidential and solely owned by our company. These documents and information shall under no circumstances be disseminated or provided in any way to any third party without prior written consent.

23. Force Majeure

In cases of force majeure as defined in Article 1218 of the French Civil Code or should one of the following events considered to be force majeure, occur: a shortage of raw material, strike, blockade, lockout, attack, public transport interruptions or adverse weather, the defaulting party shall inform the other party in writing that it is unable to fulfil its obligations, as soon as this event occurs. The contract shall be suspended until the end of the event in question and for a period not exceeding six months, after which the contract may be terminated automatically by either party by registered letter with receipt acknowledgement.

