

## REQUIREMENTS

### I. Description

The general terms and conditions described below detail the rights and obligations of ERME SAS and their customers in reference to the sale of goods, special equipment and spare parts for the agricultural, road or aeronautical field.

Any service performed by the company ERME SAS therefore implies the unreserved acceptance of the buyer to these general conditions of sale.

#### 1. Clause N°1: Price

The prices of the goods sold are those in force on the day of the order. They are given in euros and calculated without any tax. Consequently, they will be increased by the VAT rate and the transport costs applicable on the day of the order for France and remain tax-free for export.

The company ERME SAS grants the right to modify its rates at any time. However, ERME invoices the goods ordered at the price indicated on the order.  
Our prices are EX-WORKS Montegut Arros.

#### 2. Clause N°2: Commercial discounts

The prices given may include discounts that the company ERME SAS would grant taking into account negotiations or prior agreements between the parties.

#### 3. Clause N°3 : Special discount

No special discount will be granted in case of advance payment.

#### 4. Clause N°4 : Payment terms

Payment of orders is made in cash according to the means of payment previously selected.

For export, all payments are made by international transfer (SWIFT)

When registering the order, the buyer will pay a deposit of 20% of the total amount of the invoice, the balance is to be paid before delivery (EXW) of the goods.

#### 5. Clause N°5 : Late payment

In the event of total or partial non-payment of the goods delivered on the day of receipt, the buyer must pay the company ERME SAS a penalty of delay equal to three times the rate of the legal interest.

The legal interest rate used is that in force on the day of delivery of the goods. (Ordonnance n°2014-947 du 20 août 2014)

This penalty is calculated on the amount inclusive of the sum remaining due, and runs from the date of expiry of the price without any prior notice being required.

In addition to the late payment, any sum, including the down payment, not paid on its due date will automatically result in the payment of a lump sum of 40 euros due for recovery costs.

Articles 441-6, I paragraph 12 and D. 441-5 of the French Commercial Code.

**6. Clause N° 6 : Cancellation clause**

If within fifteen days after the implementation of the clause "late payment", the buyer has not paid the sums remaining due, the sale will be resolved automatically and may entitle to the allocation of damages for the benefit of ERME SAS.

**7. Clause N°7 : Title retention clause**

ERME SAS company retains ownership of the goods sold until full payment of the price, in principal and accessories. As such, if the buyer is the subject of a reorganization or liquidation, the company ERME SAS reserves the right to claim, in the context of the collective procedure, the goods sold and remained unpaid.

**8. Clause N°8 : Delivery**

The delivery occurs :

- as a direct delivery / provision of the goods to the buyer;
- at the place indicated by the buyer on the order form (agreement notified in the order).

In this case, the transfer of ownership and responsibilities will depend on the incoterm on which the two parties have agreed.

The delivery time indicated during the registration of the order is given for information only and is not guaranteed. Consequently, any reasonable delay in the delivery of the products can not give rise to the benefit of the buyer to:

- the award of damages;
- the cancellation of the order.

The risk of transport belongs to the buyer (unless prior agreement on a transport service by EREME SAS)

**9. Clause N°9 : Force majeure**

The responsibility of the company ERME SAS can not be implemented if the non-execution or the delay in the execution of one of its obligations described in these general conditions of sale results from a case of absolute necessity. Indeed, force majeure means any external event, unforeseeable and irresistible within the meaning of article 1148 of the Civil Code.

**10. Clause N°10 : Competent court**

Any dispute relating to the interpretation and execution of these general conditions of sale is subject to French law. In the absence of amicable resolution, the dispute will be brought before the Commercial Court of Auch (32).

Montégut-Arros the 05/03/2019