

**ALIENOR CEMENTS ®  
STANDARD TERMS AND CONDITIONS OF SALE  
(Mainland France – Trade customers)**

*ALIENOR Ciments is a subsidiary of Cem'In'Eu (registered company RCS Agen 810 698 282)*

**Article 1 : FIELD OF APPLICATION**

**1-1.** These Standard Terms and Conditions of Sale apply to all contractual relations established between the company ALIENOR CEMENTS and its customers. In accordance with article L 441-6 of the French Code of commerce, they shall constitute the unique basis of commercial negotiations.

As a consequence,

- these Terms and Conditions shall apply to all negotiations concluded between the company ALIENOR CEMENTS and its trade customers and concerns all of the products commercialised by ALIENOR CEMENTS, as well as any associated services ;

- any general or specific conditions which may appear in the commercial or accounting documents of customers, as well as any general conditions of purchasing, which may be deemed to be contrary to these Standard Terms and Conditions of Sale, are unenforceable in the contractual relations between ALIENOR CEMENTS and its customers and thus deemed to be unwritten.

**1-2.** Except for orders of bags of cement placed by Purchasers on the internet site of the group « [www.cemineu.com](http://www.cemineu.com) », the placement of which will automatically lead to the opening of a customer account, the placement of orders, as well as the collection and the delivery of ALIENOR CEMENTS products, are subject to the prior opening of an account with ALIENOR CEMENTS.

Upon initial order placement for delivery to a dedicated worksite in progress (excluding the on-line orders mentioned above), the Purchaser agrees to communicate the delivery methods, either in loose form or on palettes, and in particular the location which has been determined for the receipt of the goods, as well as the name of the consignee who will receive the cement in name and for the account of the Purchaser at the aforementioned worksite. The time of delivery and the confirmation of the above details must be communicated to ALIENOR CEMENTS before 5 o'clock p.m. on the working day preceding the day of delivery.

In all events, all orders placed with ALIENOR CEMENTS necessarily implies, in an essential and determining manner, the entire acceptance and without reservation by the Purchaser of the aforementioned Standard Terms and Conditions of Sale, unless otherwise exceptionally agreed to beforehand by ALIENOR CEMENTS for specific conditions.

In addition, any specific order for products listed as on order will only become definitive after the express written acceptance by ALIENOR CEMENTS.

## **Article 2 : INVOICING**

**2-1.** Except for orders of bags of cement placed on the internet site for on-line sales of the group « [www.cemineu.com](http://www.cemineu.com) », which are invoiced and paid for immediately on-line at the prices applicable for the aforementioned orders, ALIENOR CEMENTS will invoice the goods ordered at the prices applicable on the day of collection or delivery. Prices are in Euros and exclude taxes. Consequently, they will be subject to increases associated to the applicable VAT rate and, in the case of delivery, to the cost of transport applicable on the day of order.

**2-2.** The list prices and the Standard Terms and Conditions of Sale are available to the client at the head office or at the factory. In addition, the customer may consult the Standard Terms and Conditions of Sale on the on-line sales internet site of the group « [www.cemineu.com](http://www.cemineu.com) » on which they are published. Consequently, the customer acknowledges having been duly informed prior to the placement of an order. ALIENOR CEMENTS reserves the right to revise its prices, even when conducting a specific business, if the prices and the conditions of sales of its own suppliers, in particular of raw materials, were to be modified.

In addition, any subsequent modification by the customer of his order, if accepted by ALIENOR CEMENTS, may incur additional costs which will be communicated to the customer for acceptance prior to invoicing within the conditions indicated above, as well as an extension of the initial delivery lead-time.

**2-3.** Any cancellation of order, without the prior agreement of the ALIENOR CEMENTS company, will be subject to the payment by the customer of a fixed compensation of 20 % of the amount of the order, excluding taxes.

## **Article 3 : TERMS OF PAYMENT**

**3-1.** Except for sales concluded on-line and which are subject to immediate payment by credit card, the products are payable in cash by banker's cheque provided for during collection, at the factory, or during delivery, unless otherwise agreed by the parties.

**3-2.** The payment of the price is effective after actual encashment, i.e. after being credited to the bank account of ALIENOR CEMENTS.

**3-3.** In certain cases, the Purchaser who places regular orders and whose solvability has been verified by ALIENOR CEMENTS, notably in relation to its bank references and its latest accounts, may benefit, on request, from the payment terms « Regular customers on account ».

Whatever the situation regarding the solvability of the customer, ALIENOR CEMENTS reserves the right to set the credit level and to request additional guarantees during the opening of an account.

ALIENOR CEMENTS reserves the right to check and to limit, for objective reasons, the outstanding receivables of customer accounts and consequently to refuse to register an order or to cancel an order in progress, except in the case of prior payment of its products and verifiable in advance.

**3-4.** The maximum deadline for payment, when immediate payment is not imposed, is 45 days from date of invoice.

**3-5.** In the case of a subsequent deterioration in the credit-worthiness of a customer for whatsoever reason, ALIENOR CEMENTS reserves the right to request additional guarantees prior to the execution of the order or even to cancel the order without prior notification.

In addition, it is expressly stipulated that non-payment of any single payment due shall, and with full rights, equate to a default of payment and the balance of any amounts due, in any way whatsoever, shall become payable immediately without formal notice.

**3-6.** The payment deadline stipulated may not be extended without the express written consent of ALIENOR CEMENTS. Extending the due date without the consent of ALIENOR CEMENTS amounts to non-payment and will lead, thereof, to the forfeiture of the terms and conditions aforementioned.

In case of late payment and depositing of the amounts due by the Purchaser beyond the terms fixed, and after the payment date shown on the invoice addressed to the former, the Purchaser shall be liable for any amount overdue to which will be added penalties for late payment from the date of payment due until payment is received in full, at the interest rate applied by the Central European Bank in its most recent refinancing operation, increased by ten (10) percentage points and in any case not less than three (3) times the legal interest rate.

These penalties shall become due automatically and *ipso jure* to ALIENOR CEMENTS, without any prior formality nor prior notice, and this without prejudice to any action that ALIENOR CEMENTS shall be entitled to bring action, as such, against the Purchaser.

The Purchaser shall also be liable for any expenses incurred by ALIENOR CEMENTS in order to obtain payment of these sums, with the possibility of the aforementioned expenses being more than, upon justification, the fixed compensation sum of 40 € due in full rights according to article D 441-5 of the French Code of commerce.

In addition, the sums which shall be due for other deliveries or for any other reason shall become payable immediately following simple official notification.

In any event, any non-execution by the Purchaser of any of its obligations shall lead, after official notification, to the suspension or to the cancellation, *ipso jure* and without legal formalities, of all negotiations, contracts or orders in progress and this without prejudice to all damages and interests that ALIENOR CEMENTS may be entitled to claim.

#### **Article 4 : DISCOUNT RATE**

No trade discount rate will be granted in case of payment in advance.

#### **Article 5 : DISCOUNTS, REBATES AND REFUNDS**

The Purchase may benefit from discounts, rebates and refunds depending on its activity and the volume of business conducted with ALIENOR CEMENTS during a defined period of time.

Their settlement will become effective at the date of reciprocity.

## **Article 6 : CLAUSE OF NON COMPENSATION**

6-1. No payment whatsoever may be seen as an eventual reduction or compensation following the sole initiative of the customer, in particular in case of allegation by the latter of a delay in delivery or non-conformities of delivered products, the prior written agreement of ALIENOR CEMENTS being indispensable, and this whatsoever the eventual contrary dispositions which may figure in the purchasing conditions of the Purchaser.

6-2. Any form of compensation unauthorised by ALIENOR CEMENTS shall be regarded as a payment default authorising the latter to refuse any further new orders and to suspend deliveries in progress. All amounts due by the customer may be imputed *ipso jure* to all of the amounts due by the Seller to the customer.

## **Article 7 : DELIVERY**

**7-1.** For goods sold in packaged or in loose form, the weights and measures declared by ALIENOR CEMENTS of the quantities delivered are made in good faith.

Except for sales on-line of bags to be delivered on palettes and for which the price defined is carriage paid, the goods are sold delivered to the location indicated on the order, and on the basis of a delivery of a complete truck of 25 tonnes. In case of delivery of a lower quantity, financial participation for the cost of transport will be requested to the customer based on the applicable transport rate.

In the case of delivery in loose form, the customer is fully responsible for any damages resulting either from information supplied by himself or by one of his designated parties regarding the installation foreseen for the receipt of the goods, or because of a structural defect or a maintenance defect or a lack of safety of the said installation.

**7-2** The goods, on the basis of the loading of a full truck of 25 tonnes, may be collected from the ALIENOR CEMENTS factory, either by arranging delivery with a mandated transport company, or by arranging delivery of the product directly to the customer. Except for special agreements, the customer may not demand ALIENOR CEMENTS to deliver cement outside of the localities designated in the business or on the contract concluded.

In addition, the quantity of cement to be delivered being capable of being unloaded without hindrance and within the timescales agreed, without delay, nor damages, in the absence of these conditions the customer shall bear all additional costs incurred.

**7-3.** Orders may be delivered within 48 hours approximately for certain products in stock or listed as such on the ALIENOR CEMENTS price-list.

The products listed « to order » are delivered within about 8 days.

These delivery times are given as an indication only. ALIENOR CEMENTS accepts no responsibility due to delays or delivery impossibility because of reasons beyond its control, such as: production incidents, industrial strikes within its premises or in those of its suppliers, a lack of raw materials or of finished products, wars, riots, fire, flooding, freezes, storms, accidents, etc..., without it being imposed that one of these causes assumes the nature of a case of *force majeure*.

Delays in delivery shall in no way give right to any financial penalty or compensation, nor lead to

the cancellation of the order.

**7-4.** The receipt and offloading of the goods is at all times the responsibility of the customer.

Any claims, in order to be valid, must be made within 3 days of receipt of the goods by registered letter with acknowledgement of receipt and after having noted all the relevant remarks on the transportation document of the freight company, as well as on the ALIENOR CEMENTS delivery note. Any product which has not been noted as subject to reservation and notified by registered letter with acknowledgement of receipt and within 3 days, in accordance with article L133-3 of the French Code of commerce, shall be considered as having been accepted by the customer.

**7-5.** In the case of sales *ex-works*, the goods shall travel at the risks of the Purchaser, to which shall be added responsibility for exercising all claims against the carrier, and in particular in the case of late delivery, damage, substitution or missing goods.

**7-6.** The weights indicated on the ALIENOR CEMENTS packaging are net. The packaged products are delivered in disposable packaging.

**7-7.** All of the cements sold by ALIENOR CEMENTS have been checked in accordance with the French standard NF EN 196-10 of 10th June 2017 and in respect of the provisions of the Regulation 1907/2006 of 18th December 2006 (REACH regulation). No goods whatsoever will be taken back by ALIENOR CEMENTS after the expiry of the use-by date shown on the packaging or on the delivery note.

## **Article 8 : RESERVE CLAUSE IN RESPECT OF OWNERSHIP**

By common agreement, and notwithstanding any contrary provisions, ALIENOR CEMENTS maintains ownership of the goods sold until payment has been received in full of the prices and of any accessories, it being stipulated that only actual payment in full of the price invoiced shall constitute payment.

As a consequence, and in the event of payment default by the Purchaser of any or any part of an order, ALIENOR CEMENTS reserves the right to ask the Purchaser, upon simple request, to return the goods in an identical state and at its own costs and risks. In this event, the Purchaser shall agree to undertake to examine the request of ALIENOR CEMENTS.

If necessary, ALIENOR CEMENTS is henceforth authorised to take back the goods wherever they may be located. Unpaid goods are, and in an irrefutable manner, considered as being those remaining in stock at a customer's premises provided that they correspond to the same specifications.

In addition, any down-payment made by the Purchaser shall remain the property of ALIENOR CEMENTS as a fixed compensation indemnity, and without prejudice of any action which it may within its rights be entitled to bring against the Purchaser.

## **Article 9 : CLAUSE OF TRANSFER OF RISK**

The risks as well as the custody of the goods are transferred to the Purchaser following arrival at the point of offloading, and this even if the effective ownership of the goods is delayed until the date of their payment in full under the exercising of the retention of title clause.

## **Article 10 : GUARANTEE**

**10-1.** The ALIENOR CEMENTS products are guaranteed for the uses which conform to their pre-determined application and for an implementation which respects the recommendations of ALIENOR CEMENTS and the existing technical standards and norms. As such, the Purchaser acknowledges having read and understood the technical datasheets, safety instructions, as well as the conditions of storage and use of the products.

Nonetheless, the entirety of the information brought to the attention of the Purchaser cannot be deemed to be an approval as such in the implementation of any specific project and shall not incur the responsibility of ALIENOR CEMENTS.

Likewise, the choice by the customer of the requisite product for its activity shall in no way engage the responsibility de ALIENOR CEMENTS even though an opinion may have been sought from the employees of ALIENOR CEMENTS.

**10-2.** ALIENOR CEMENTS guarantees the Purchaser, and in accordance with regulatory provisions, against any hidden defects which may arise from a defect in the material, in the design or the manufacture, affecting the products delivered and rendering them unfit for use.

No liability is accepted in case of improper use, negligence or non-compliance of the technical datasheets and the conditions de storage on behalf of the Purchaser. The Purchaser agrees to comply strictly with the storage instructions shown on the packaging or on the delivery note. The responsibility of ALIENOR CEMENTS cannot be held as liable due to a part of the storage which does not respect the above provisions or, furthermore, from a use of its products, either beyond their use-by date, or for a usage different from the recommendations, except for a prior derogation which has been expressly agreed upon in writing.

The risk associated with the use of the ALIENOR CEMENTS products beyond their use-by date specified, as well as the risks of the loss and deterioration of the goods for whatsoever reason, including unforeseen circumstances or cases of *force majeure*, shall be transferred to the customer in its capacity as owner upon their physical transfer.

Consequently, the customer agrees to subscribe to all the appropriate insurances, guaranteeing against the risks of loss, theft or destruction of the goods delivered, as well as the risks associated with the use of the products purchased.

**10-3.** By express waiver of article 1648 of the French Civil Code, and so as assert its rights, the Purchaser shall be required to inform ALIENOR CEMENTS, under penalty of lapse of right, by registered mail with acknowledgement of receipt, of the existence of defects within a maximum of 8 days following their discovery.

The ALIENOR CIMENTS guarantee is, by explicit agreement, limited to the reimbursement or to the straightforward replacement of products that ALIENOR CIMENTS will have acknowledged as defective or which will have been acknowledged as defective by a Tribunal, without compensation, nor damages or interest in any capacity whatsoever.

#### **Article 11 : REACH**

ALIENOR CIMENTS declares that the substances which are included in the composition of its products (articles or preparations) conform to the REACH regulations. ALIENOR CIMENTS undertakes accordingly, to transmit to the customer following initial request all the relevant information regarding declarations, SDS (Safety Data Sheets), etc. ...

#### **Article 12 : INTELLECTUAL PROPERTY**

ALIENOR CIMENTS has made legal filings in order to protect its brand-name and intends to protect its designs under copyright laws. The customer is prohibited from using the brand-name, the logos and the graphic and photographic works of ALIENOR CIMENTS without its prior and express written authorisation.

#### **ARTICLE 13 : JURISDICTION**

Any claims relating to the forming, the validity, the interpretation or the execution of the sale shall be submitted to the Trade Tribunal of Saint Nazaire, who shall have sole jurisdiction, even in cases of warranty claims or plurality of defendants and this notwithstanding any contrary provisions and regardless of the place of delivery of the products related to such sale.

#### **Article 14 : LANGUAGE AND APPLICABLE LAW**

By express agreement between the parties, these Standard Terms and Conditions of Sale are governed by and subject to French law.

#### **Article 15 : PERSONAL DATA**

Personal data which has been communicated to ALIENOR CIMENTS by its customers, is used in order to meet with customer expectations and to ensure the correct processing of customer orders as well as the management of commercial relations with customers and is held for a maximum time of five (5) years following the latest commercial transaction with the customer concerned. The customer consents to the use of this data by ALIENOR CIMENTS and/or by third parties acting on its behalf.

In accordance with the dispositions of the Data Protection Act of 6th January 1978 and the Regulations known as GDPR (General Data Protection Regulations) or « RGPD », the customer is also informed that the natural or legal persons who are dependent on him possess on the one hand the right to request access to data of a personal nature, their rectification or their suppression, as well as a limitation in the treatment of data of a personal nature which concern them, and on the other hand the right to submit a claim to the French National Commission for Data Protection

and Liberties the “CNIL” (postal address : 3 Place de Fontenoy – TSA 80715 – 75334 PARIS CEDEX 07, FRANCE – Telephone : 01 53 73 22 22 – Fax. : 01 53 73 22 00).

Natural or legal persons who are dependent on the customer dispose of a right of access, of rectification and the right of objection regarding their personal data which they may exercise by writing to the Presidency of ALIENOR CEMENTS at the head office of the company.

## **ARTICLE 16 : OTHER**

These Standard Terms and Conditions of Sale, as well as any specific conditions which may be agreed between ALIENOR CEMENTS and the customer for each individual order, constitute the expression in full and entire agreement between the parties.

The fact that one of the parties does not exercise the right at a given moment of any one of the clauses of the Standard Terms and Conditions of Sale cited above shall not constitute a waiver of its rights to invoke these same clauses at a later date. Likewise, a possible conflict of one of these clauses with a regulatory or legal requirement shall not affect the validity of the remaining provisions.

The parties mutually agree that any effect of acquiescence on behalf of one of the parties shall not be considered as constituting rights for the other party.