

**ALIENOR CIMENTS ®**  
**GENERAL TERMS AND CONDITIONS OF SALE**  
**(Metropolitan France - Professional customers)**

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

**Article 1: SCOPE**

**1-1.** These General Terms and Conditions of Sale (hereinafter referred to as the General Terms and Conditions of Sale) govern all contractual relations between ALIÉNOR CIMENTS and its customers. According to Article L 441-1 of the French Commercial Code, they constitute the sole basis of commercial negotiations.

As a result,

- the T&Cs apply to any sale concluded by ALIÉNOR CIMENTS with professional buyers and concern all products marketed by ALIÉNOR CIMENTS, and all related services;
- any general or specific provisions appearing in the commercial or accounting documents of the customers, any general terms and conditions of purchase, which would be contrary to these T&Cs, are unenforceable in the relations of ALIÉNOR CIMENTS and its customers and are therefore deemed not to be written.

**1-2.** The taking of orders, the collection and delivery of ALIÉNOR CIMENTS products are subject to the opening of an account with ALIÉNOR CIMENTS.

On the occasion of any first order placed for delivery to a site in progress, the buyer is required to communicate the terms of delivery, in bulk or in pallets, in particular concerning the installation planned for acceptance, as well as the name of the recipient who will receive the cement in the name and on behalf of the buyer on the said site. The time of delivery and confirmation of the above data must be communicated to ALIÉNOR CIMENTS before 1 p.m. on the working day preceding the day of delivery.

In any event, any order placed with ALIÉNOR CIMENTS necessarily implies, as an essential and determining condition, the full and unreserved acceptance by the purchaser of the said T&Cs, unless expressly and previously agreed by ALIÉNOR CIMENTS for specific conditions.

In addition, any specific order for products listed on order gives rise to the sending to the customer of a quote (the "Price Offer") calculated taking into account the specificities of the order (professional or domestic use of the products by the customer, product references and quantities ordered, distance from the place of delivery in the absence of collection of the products, etc.).

The Price Offer will also show the part of the unit cost that ALIENOR CIMENTS bears for the management of PMCB waste (UDI Unique Identifier: FR300540\_04SVDD), as invoiced by the

eco-organisation to which ALIENOR CIMENTS belongs; This part of the unit cost is passed on in full to the professional buyer of the product without the possibility of reduction. The Price Offer will also show the cost of transport, and the Environmental Transition Contribution, as defined in Article 2 Invoicing.

The order becomes final only after its express acceptance by ALIÉNOR CIMENTS and the acceptance of the Price Offer by the customer.

## **Article 2: INVOICING**

**2-1.** ALIENOR CIMENTS invoices the ordered goods on the basis of the Price Offer based on the prices in force on the day of collection or dispatch. Prices are denominated in euros calculated excluding tax and include (i) the transport costs applicable in the event of a request for shipment of products in bags or in bulk (ii) the share of the unit cost that ALIENOR CIMENTS supports for the management of PMCB waste, as invoiced by the eco-organisation to which ALIENOR CIMENTS adheres to, and passed on to the professional buyer without the possibility of reparation, plus the VAT rate applicable on the day of the order (iii) the Environmental Transition Contribution, based on the European carbon price of the ETS (European Trading Scheme) system.

**2-2.** The basic price lists, before negotiation, are available to the client at the company's headquarters. These T&Cs published on the group's website "[www.cemineu.com](http://www.cemineu.com)" are also available at the company's headquarters. Consequently, the customer acknowledges having been aware of it before placing an order. ALIÉNOR CIMENTS reserves the right to revise its prices, even during the performance of a contract, if the prices and conditions of sale of its suppliers, in particular of raw materials, were to be modified.

In addition, any modification by the customer of his order after this may, if accepted by ALIÉNOR CIMENTS, cause an additional cost which will be communicated to the customer for acceptance prior to its invoicing under the conditions indicated above, as well as a postponement of the initial delivery period.

**2-3.** Any cancellation of an order without the prior agreement of ALIÉNOR CIMENTS will give rise to the payment by the customer of an indemnity set at 20% of the amount of the order excluding tax.

## **Article 3: PAYMENT TERMS**

**3-1.** All products are payable in cash by bank transfer prior to pick-up, at the factory or upon delivery, unless otherwise agreed between the parties.

**3-2.** Payment of the price is understood after the actual collection, i.e. to the credit of ALIÉNOR CIMENTS' bank account. In the event that ALIÉNOR CIMENTS uses factoring, ALIÉNOR CIMENTS will provide the professional client with the original of each invoice containing the payment clause with subrogation of the factor in the rights of ALIÉNOR CIMENTS.

**3-3.** In certain cases, the purchaser who places regular orders and whose solvency has been verified by ALIÉNOR CIMENTS in the light of his bank references and his most recent company

accounts, may benefit at his request from the terms of payment of the " *Regular customers in account* ».

Regardless of the client's solvency, ALIÉNOR CIMENTS reserves the right to determine the overdraft limit and to request guarantees when opening an account.

ALIÉNOR CIMENTS reserves the right to control and limit the outstanding amount of customer accounts for objective reasons and consequently to refuse to register an order or to cancel an order in progress, except in the event of early and verifiable payment in advance of its products.

**3-4.** The maximum payment period, when cash payment is not imposed, that is to say, in particular for the " *Regular customers in account* », is 45 days from the date the invoice is issued.

**3-5.** In the event of a deterioration in the client's credit for any reason whatsoever, ALIÉNOR CIMENTS reserves the right to request guarantees before continuing with the execution of the order or even to cancel it without prior notice.

In addition, it is expressly stipulated that the non-payment of a single instalment automatically entails the forfeiture of the term, and the balance of any amount due, for any reason whatsoever, will be immediately due without prior notice of default.

**3-6.** The stipulated due date may not be postponed without the express prior written consent of ALIÉNOR CIMENTS. The postponement of the maturity without the consent of ALIÉNOR CIMENTS is equivalent to non-payment and entails, on this account, the forfeiture of the term under the aforementioned conditions.

In the event of late payment and payment of the sums due by the purchaser beyond the period set out above, and after the payment date appearing on the invoice sent to the purchaser, the purchaser shall be liable for the amount remaining unpaid, to which shall be added late payment penalties from the due date until full payment, up to the interest rate applied by the European Central Bank to its most recent refinancing operation, increased by ten (10) percentage points, but not less than three (3) times the statutory interest rate.

These penalties will be automatically and automatically acquired by ALIÉNOR CIMENTS, without any formality or prior formal notice, and without prejudice to any action that ALIÉNOR CIMENTS may be entitled to bring against the purchaser in this respect.

The purchaser will also be liable for the costs incurred by ALIÉNOR CIMENTS in obtaining payment of these sums, the said costs may be higher, upon justification, than the fixed compensation of €40 due by operation of law under Article D 441-5 of the French Commercial Code.

In addition, sums that would be due for other deliveries or for any other reason will then become immediately due after a simple formal notice.

In any event, any non-performance by the purchaser of any of its obligations will result, after formal

notice, in the suspension or termination, by operation of law and without legal formality, of all current contracts, contracts or orders, without prejudice to any damages that ALIÉNOR CIMENTS may claim.

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

No discount will be given in case of early payment.

#### **Article 5: END-OF-YEAR BONUS (BFA)**

The purchaser may benefit from end-of-year bonuses depending on their activity and/or a volume of business with ALIÉNOR CIMENTS during a defined period. This BFA is subject to negotiation.

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

**6-1.** No payment may be subject to any reduction or compensation at the sole initiative of the customer, in particular, in the event of an allegation by the latter of a delay in delivery or non-conformity of the products delivered, the prior written consent of ALIÉNOR CIMENTS being essential, regardless of any provisions to the contrary that may appear in the buyer's terms and conditions of purchase.

**6-2.** Any compensation not authorised by ALIÉNOR CIMENTS will be considered as a failure to pay authorising it to refuse any new order and to suspend deliveries in progress. Any amount owed by the customer may be automatically deducted from all sums owed by ALIÉNOR CIMENTS to the customer.

#### **Article 7: DELIVERY**

**7-1.** For goods sold in packaged or bulk, the weights and measures announced by ALIÉNOR CIMENTS are proof of the quantities delivered.

The goods are sold delivered to the place indicated in the order, based on a full truckload delivery of 25 tons for the bag and 30 tons for the bulk. In the event of delivery of a quantity less, a financial contribution to the cost of transport, proportional to this quantity, will be requested from the customer.

In the case of bulk delivery, the customer is fully liable for damage resulting either from the information provided by the customer or one of his employees regarding the installation intended for acceptance, or from a construction defect or a lack of maintenance or lack of safety of the said installation.

**7-2** The goods, on the basis of a full truckload of 25 tons for the bag and 30 tons for the bulk, can possibly be collected at the ALIÉNOR CIMENTS factory, either by handing over the product to a transport agent or by handing over the product directly to the customer. Unless otherwise agreed, the customer may not require ALIÉNOR CIMENTS to ship cement outside the locations provided for in the Price Offer.

In addition, since the quantity of cement to be delivered must be able to be unloaded without difficulty and within the agreed deadlines, without delay or damage, the customer bears all additional costs related to the absence of these conditions.

**7-3.** Orders can be delivered within approximately 48 hours for in-stock products.

For other products, they are delivered within about 8 days.

These delivery times are given as an indication. ALIÉNOR CIMENTS declines all responsibility for delays or impossibility of deliveries due to causes beyond its control, such as: production incidents, strikes in its establishment or in those of its suppliers, lack of raw materials or finished products, wars, riots, fire, flood, frost, storm, accident, etc., without any of these causes being in the nature of a case of force majeure.

Late delivery cannot give rise to any penalty or compensation, nor can we justify the cancellation of the order.

**7-4.** The receipt and unloading of the goods is always the responsibility of the customer.

All claims, in order to be valid, must be made within 3 days from the date of receipt of the goods by registered letter with acknowledgement of receipt and after having made the necessary reservations on the carrier's roadmap and the delivery note from ALIÉNOR CIMENTS. Any product that has not been the subject of reservations by registered letter with acknowledgement of receipt within 3 days, in accordance with Article L133-3 of the Commercial Code, will be considered accepted by the customer.

**7-5.** In the event of a sale in *ex-works*, the goods shall travel at the risk and peril of the purchaser, who shall exercise any recourse against the carrier, in particular in the event of delay, damage, substitution or shortage.

**7-6.** The weights indicated on the packaging of ALIÉNOR CIMENTS are net. Packaged products are delivered in lost packaging.

**7-7.** All the cements sold by ALIÉNOR CIMENTS have been checked in accordance with the NF EN 196-10 standard of 10 June 2017 for compliance with the provisions of Regulation 1907/2006 of 18 December 2006 (REACH regulation). No goods will be taken back by ALIÉNOR CIMENTS after the expiry of their date of use appearing on the packaging or the collection note.

## **Article 8: RETENTION OF TITLE CLAUSE**

By express agreement and notwithstanding any clauses to the contrary, ALIÉNOR CIMENTS reserves ownership of the goods sold until full payment of the price and its accessories, it being specified that only the actual receipt of the entire invoiced price will be equivalent to payment.

Consequently, in the event of non-payment by the buyer of all or part of the order, ALIÉNOR CIMENTS reserves the right to ask the buyer, on request, to return the goods in such a condition at its own expense and risk. In this case, the buyer undertakes to accede to ALIÉNOR CIMENTS' request.

If necessary, ALIÉNOR CIMENTS is already authorised to have them taken back anywhere they may be. Unpaid goods are irrefutably considered to be those remaining in stock with the customer provided that they correspond to the same specifications.

In addition, any advance payment made by the purchaser shall remain with ALIÉNOR CIMENTS by way of lump sum compensation, without prejudice to any action that it may be entitled to bring against the purchaser.

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

The risks and custody of the goods are transferred to the purchaser upon arrival at the point of unloading and even though ownership of the goods is deferred to the date of their full payment by virtue of the retention of title clause.

## **Article 10: WARRANTY**

**10-1.** ALIÉNOR CIMENTS products are guaranteed for use in accordance with their intended purpose and for implementation in accordance with the recommendations of ALIÉNOR CIMENTS and the technical standards in force. As such, the purchaser acknowledges that it has read the technical data sheets, the safety data sheets, as well as the conditions of storage and use of the products.

However, all the information brought to the attention of the purchaser cannot be deemed to contribute to the implementation of any work and does not engage the liability of ALIÉNOR CIMENTS.

Conversely, the choice by the customer of the product necessary for his activity cannot engage the responsibility of ALIÉNOR CIMENTS even if an opinion is requested from the ALIÉNOR CIMENTS staff.

**10-2.** ALIÉNOR CIMENTS guarantees the purchaser, in accordance with the legal provisions, against any latent defect resulting from a defect in material, design or manufacture, affecting the products delivered and making them unfit for use.

Any warranty is excluded in the event of misuse, negligence or non-compliance with the technical data sheets and storage conditions on the part of the buyer. The purchaser undertakes to strictly comply with the storage requirements on the packaging or on the collection note. ALIÉNOR CIMENTS cannot be held liable for storage that does not comply with the above requirements or for the use of its products, either beyond their date of use, or for a destination different from the recommendations, unless a derogation is the subject of a specific express agreement.

The risk of using ALIÉNOR CIMENTS products beyond the prescribed date of use, as well as the risks of loss and damage to the goods for any reason, including acts of God or force majeure, will pass to the customer as the holder upon physical delivery.

The customer therefore undertakes to take out all useful insurance, guaranteeing the risks of loss, theft or destruction of the goods delivered, as well as the risks related to the use of the products purchased.

**10-3.** By way of express derogation from Article 1648 of the Civil Code, in order to assert its rights, the purchaser must, on pain of forfeiture of any action relating thereto, inform ALIÉNOR CIMENTS, by registered letter with acknowledgement of receipt, of the existence of the defects within a maximum period of 8 days from their discovery.

ALIÉNOR CIMENTS' warranty is, by express agreement, limited to the reimbursement or outright replacement of products that ALIÉNOR CIMENTS has recognized as defective or that have been recognized as defective by a court, without compensation or damages for any reason whatsoever.

## **Article 11: REACH**

ALIÉNOR CIMENTS declares that the substances used in the composition of its products (articles or preparations) comply with the REACH regulation. As such, ALIÉNOR CIMENTS undertakes to transmit at the first request of the customer all useful information concerning declarations, SDS, etc. ...

## **Article 12: INTELLECTUAL PROPERTY**

ALIÉNOR CIMENTS has filed registrations to protect its trademark and intends to protect its creations under copyright. The customer is prohibited from using the trademark, logos and graphic and photographic works of ALIÉNOR CIMENTS without its express and prior authorisation.

## **ARTICLE 13: ATTRIBUTION OF JURISDICTION**

Any dispute relating to the formation, validity, interpretation or execution of the sale shall be submitted to the Commercial Court of Agen, which shall have sole jurisdiction, even in the event of a warranty claim or multiple defendants, notwithstanding any clauses to the contrary and regardless of the place of delivery of the products subject to the said sale.

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

By express agreement between the parties, these T&Cs are governed by and subject to French law.

## Article 15: PERSONAL DATA

### 15.1 Applicable regulations

In accordance with Regulation 2016/679 of 27 April 2016 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data (hereinafter "GDPR") and the Data Protection Act 78-17 of 6 January 1978, as amended, ALIÉNOR CIMENTS sets up a processing of personal data for the purpose of selling and delivering the products defined in these T&Cs.

Capitalized terms used in these T&Cs have the meanings ascribed to them in the GDPR.

### 15.2 The nature of the Personal Data collected and the purpose of this collection

The aforementioned Personal Data is collected in the context of the management and execution of these T&Cs which bind ALIÉNOR CIMENTS to its customers and is necessary for the operational management of orders and the invoicing of these orders.

Personal Data may be transmitted to subcontracting companies that ALIÉNOR CIMENTS may call upon in the context of and during the execution of these orders (accounting firms, legal advisors, banking and factoring organizations, etc.). Such subcontractors are subject to appropriate confidentiality clauses.

ALIÉNOR CIMENTS undertakes never to market the Personal Data collected in this way and not to transfer the Personal Data collected outside the European Economic Area.

ALIÉNOR CIMENTS may collect the following data: email, title, first name, last name, addresses, telephone number(s) as well as bank details.

Personal Data will be kept for the duration of the contractual relationship and 5 years after the end of it, in particular for the purposes of compliance with legislation and commercial prescription.

The information requested when placing the order is necessary for the invoice to be drawn up (legal obligation). No automated decisions or profiling are implemented throughout the ordering process.

### 15.3 The Rights of Data Subjects

In accordance with the regulations applicable to Personal Data, Data Subjects have the right to access, rectify, oppose, limit Processing, erasure and, where applicable, portability of their Personal Data as well as the right to define the fate of their Personal Data after their death. The persons concerned may exercise their rights by post (by contacting ALIÉNOR CIMENTS, ZI André Thevet 1 Rue Albert Einstein 47400 Tonneins or by email at [contact@cemineu.com](mailto:contact@cemineu.com), specifying

their surname, first name, address and attaching if necessary to identify them a copy of both sides of their identity document.

Data Subject requests will be processed within one (1) month. This deadline may be extended by two (2) months, depending on the complexity and number of applications. Data Subjects also have the right to lodge a complaint with the Company or a supervisory authority (in France, the Commission Nationale de l'Informatique et des Libertés (CNIL)).

## **ARTICLE 16: MISCELLANEOUS**

These T&Cs, as well as any special terms and conditions that may be agreed between ALIÉNOR CIMENTS and the customer for each order, constitute the expression of the full and complete agreement of the parties.

The fact that a party does not avail itself at a given time of any of the clauses of the T&Cs cannot be considered as a waiver of the right to subsequently invoke these same clauses. Similarly, the possible contradiction of one of these clauses with a legal or regulatory text will not affect the validity of the other clauses.

The parties mutually agree that any tolerance on the part of one party may not constitute rights for the other party.