

# General Terms and Conditions of Sale

In these General Terms and Conditions of Sale, "BDR" means the company BDR THERMEA France, a "Société par Actions Simplifiée" (public limited company) with share capital of €229,288,696, registered in the Strasbourg Trade and Companies Register under the number RCS B 833 457 211, with headquarters registered at 57 rue de la gare 67580 MERTZWILLER – FRANCE.

## 1. General information

### 1.1. **These General Terms and Conditions of Sale are valid within mainland France from 01.01.2022.**

Where applicable, these General Terms and Conditions of Sale may be completed by Specific Terms and Conditions or special conditions sent to the Purchasers.

### 1.2. Our general method of sale within France is wholesale. Our terms and conditions of sale are set for each category of products and apply to wholesalers.

**Due to the risks to safety that some of our products present, the Purchaser undertakes to ensure that, regardless of the terms and conditions for the resale of our products, these are installed and commissioned in accordance with best industry practice and in strict compliance with the instructions given in our manuals, catalogues and other documents provided by BDR.**

### 1.3. The weights, specifications, dimensions, materials, illustrations, photographs, descriptions or installation diagrams and other information provided on price sheets, catalogues or manuals are given for information purposes and are not contractually binding. As technical developments are made, BDR may decide to change some of its models, or their specifications.

If a product is discontinued, orders which have already been recorded will be honoured with a product which is equivalent in terms of quality and the expected service.

### 1.4. Our products will be delivered with the specifications given on our most recent price list. However, as we seek to improve our materials, modifications may be made to the products that BDR sells without prior warning.

## 2. Orders

### 2.1. Orders must be dated, numbered and sent in writing. In application of these General Terms and Conditions of Sale, "in writing" is taken to mean any document drawn up on the issuing company's headed paper, either electronically (specifically EDI), by fax or via our e-commerce sites.

Any order which includes prices or any other non-compliant element shall not be accepted. Any clauses included on the Purchaser's order or in a general document issued by the Purchaser cannot be enforced against BDR unless BDR has given its express prior agreement in writing.

It is essential that **finished products** and **spare parts** are split into two (2) separate orders.

### 2.2. Any order requires unreserved acceptance by the Purchaser of these General Terms and Conditions of Sale and any Specific Conditions signed by a duly authorised representative of BDR.

### 2.3. The confirmation of order receipt indicates the actual conditions applicable to the order, stating at least: the description, quantity, agreed price, payment deadline, payment conditions, delivery lead time. **The final validation of the order is subject to acceptance of the confirmation of order receipt.**

- 2.4. An order is only accepted once it has been explicitly confirmed by our services, even if a quote or offer was issued in advance. Only orders for spare parts which have a lead time for delivery of less than 48 hours are exempt from this rule.  
Any modification of the order must be accepted by us. Unless expressly agreed in advance and in writing, BDR does not accept “on-demand” or “open” orders.  
Any payment towards the order is a deposit which is irrevocably credited to BDR.
- 2.5. BDR reserves the right to make acceptance of the order subject to the presentation by the Purchaser of specific payment or guarantee conditions, particularly if not covered by BDR's credit insurance or if there have been issues concerning payment in the past.

### 3. Prices and carriage

- 3.1. BDR shall sell the Products to the Purchaser at the prices in force at the time that the order is placed, provided that the time between the placing of the order and actual delivery does not exceed **two (2) months**.  
If, for reasons outside of BDR's control, such as an increase in the cost of raw materials, or for reasons attributable to the Purchaser, the actual delivery cannot take place within the above lead time of **two (2) months**, BDR reserves the right to submit a new price list, sending a new confirmation of order receipt to the Purchaser for approval.
- 3.2. The prices are exclusive of taxes and WEEE costs; VAT is added on the day of the order. BDR reserves the right to alter its prices at any time to reflect changes in manufacturing and distribution costs. Changes to our prices are applicable within **two (2) months** of their distribution.
- 3.3. Administration costs will be added according to the following fixed price scale:
- Order for finished products: 30 euros plus tax if the order is under 1000 euros plus tax
  - Order for spare parts: 15 euros plus tax if the order is under 150 euros plus tax
- 3.4. The prices given include the packaging stated in the price list or in the manufacturer's manuals. Any modification requested by the Purchaser shall be subject to an additional invoiced cost. For specific packaging, the Purchaser shall bear sole liability for the definition of the category of packaging to be used.

### 4. Transport and delivery

- 4.1. The lead times for delivery are stated purely as a guide.  
No delay whatsoever to delivery may give rise either to the right to refuse the goods or to any late penalties.
- 4.2. Deliveries shall take place on working days according to the availability of the shipping companies and the ability to organise consignments within the period indicated on the confirmation of order receipt. Delivery on a specific day or at a given time cannot be guaranteed.
- 4.3. The goods are deemed to have been accepted and approved by the Purchaser in our factories and are payable as such; as a consequence, regardless of the origin or destination of the goods, and the terms and conditions of sale, notwithstanding the retention of title clause below, and provided that no specific provisions have been expressly accepted by BDR, delivery and the transfer of risks are deemed to have taken place in our factories or warehouses at the time of shipment.
- 4.4. The Purchaser is responsible for all transport, insurance, customs clearance and handling operations, and shall bear the corresponding costs.  
Additional shipping fees may be invoiced based on the specific methods of transport required (tail lift truck, small carrier, tautliner truck, etc.).
- 4.5. The recipient is responsible for unloading. The latter shall bear the costs related to the immobilisation of the methods of transport if there is a delay in unloading, and the warehousing costs if the goods require storage.

- 4.6. Regardless of the invoicing method and means of transport, the goods are conveyed at the Purchaser's risk, and the latter must check the condition of the equipment upon receipt, and in the presence of the shipping company's representative, even if the packaging appears intact.
- 4.7. In the event of a loss, damage or delay in transport, the Purchaser is responsible for filing any claims, and for pursuing their case against the shipping company, specifically including:
- Stating any specific, detailed reservations on the waybill
  - In application of article L. 133-3 of the French Commercial Code, sending a **registered letter with acknowledgement of receipt to the shipping company within 72 hours** of receipt

The Purchaser must inform the shipping factory immediately and send a copy (or photocopy) of the documents which include the observations initialled by the shipping company to it at the earliest opportunity. In the absence of observations and reservations issued as above, the equipment is deemed to have been delivered in full, in good compliant condition.

**If no immediate, specific and detailed reservations** are stated on the shipping document, neither our company nor the shipping company may be held liable for any damage and omissions subsequently observed on the delivered appliances. As a result, no request for credit or replacement of equipment linked to a breakage, omission, or preparation error will be accepted.

**The examples of statements cited below have no legal value and shall not give rise to any subsequent recourse:**

- "pending unpacking"
- "damaged"
- "forklift damage"
- "packaging damaged"
- "pallet broken"
- "package open"
- the statement "packaging in good condition" absolves the shipping company of any liability.

## 5. Payment conditions

- 5.1. All our deliveries are payable in cash. However, by way of derogation, a maximum period of **thirty (30) days end of month, fifteen (15) days** from the date the invoice was sent, may be agreed between the parties, provided that this period is expressly stipulated in a contract. The lead time for payment may only be longer if agreed in advance by us or if contractually agreed between the two parties; however, this period may not exceed sixty days from the date the invoice was sent.
- 5.2. Regardless of the payment method, the funds must reach BDR no later than the due date stated on the invoice.  
For payment by payment order or promissory note, the Purchaser shall accept the instrument within a period of **ten (10) days** from the date the invoice was issued and shall provide the details of the bank used. Failure to return the instrument within the set period shall be deemed a refusal to accept, equivalent to a refusal to pay.
- 5.3. No extension of the due date may be permitted unless agreed in advance by us in writing. If agreed by us, the Purchaser shall be invoiced interest at the bank base rate applicable on the original due date stated on our invoices, increased by 4 points, plus VAT. For payments by instrument, if the instrument is held within the bank, fees for arrears shall also be invoiced.
- 5.4. No offsetting is authorised between the amounts owed to BDR and those requested by the Purchaser, unless agreed by us or ordered by a final court ruling.

- 5.5. Should any changes be made, either directly or indirectly, to the control of the Purchaser's share capital, all outstanding amounts shall become payable immediately. The same shall apply for the transfer of business capital by sale, merger, demerger, partial transfer of assets, lease management, or any other method.
- 5.6. BDR shall reserve the right to demand payment in cash or another guarantee before shipping if any changes occur to the Purchaser's trade references.
- 5.7. If damaged goods are received, our invoices remain payable in full without any extension of the due date. No claim relating to the quality of all or part of the supply shall defer payment in full for said supply. Defective parts shall be replaced under the warranty.

## 6. Late payment

Failure to pay under the terms set out on the invoice shall give rise to the following legal right, with no formal notice required:

- All sums to be debited shall be payable immediately and automatically, regardless of the intended method of payment;
- In accordance with the law, the application of late payment penalties equal to the most recent European Central Bank refinancing rate increased by 10 points, provided that this rate does not exceed three times the legal rate of interest in France;
- Any legal intervention needed to recover our debt, the full costs of which shall be payable by the Purchaser;
- A one-off fee of 40 euros shall be payable immediately, as provided for by article L441-10 of the French Commercial Code;
- A penalty clause of 15%.

Furthermore, BDR reserves the right to claim damages and interest from the Purchaser for any loss suffered subsequent to such late payment and to immediately suspend all manufacture and delivery without this giving rise to any corresponding claim for compensation from BDR.

## 7. Cancellation of the order

- 7.1. After the confirmation of order receipt has been received, all orders are firm and cannot be cancelled in full or in part without our express prior agreement, given in writing, which is done purely at our discretion.
- 7.2. Order cancellation may be accepted provided that BDR receives the request before manufacture has commenced, with the Purchaser then responsible for paying BDR fixed compensation of **30 % of the order amount, exclusive of taxes**.

## 8. Returning products

Compliant products cannot be returned.

## 9. Commissioning

The start-up of our equipment is not included in our prices. Our personnel, or that of our agents or any substituted third party, shall only provide technical assistance to the installation engineer. The latter shall bear sole liability for the installation, which must be in working order and compliant with the inter-trade union agreement of 2nd July 1969 and our own technical recommendations. Any inspection of the conformity of the installation undertaken as part of a commissioning intervention is therefore expressly excluded.

## 10. Manufacturer's warranty

- 10.1. All our equipment is guaranteed against manufacturing defects for a **period of two (2) years** from the date that the end user was invoiced, provided that this period does **not exceed 30 months** from the date the appliance was manufactured; this covers all parts, apart from the derogations set out in the table below.

<b>Warranty durations</b>	
<b>Wall-mounted and free-standing boilers</b>	<b>2 years</b>
As concerns the heating body of the boiler, the warranty durations given below are subject to the annual inspection of the heating water properties according to the recommendations specified in the boiler installation and service manual.	
- Heating body of a wall-mounted condensing boiler	3 years
- Heating body of an Evodens wall-mounted condensing gas boiler (excluding the Evodens Pro version)	10 years
- Heating body of a free-standing condensing boiler, including, where applicable, the associated condenser	3 years
- Heating body of a low-temperature free-standing boiler	3 years
- Integrated domestic hot water tank < 50 litres	3 years
<b>Air-to-water, water-to-air, air-to-air heat pumps</b>	<b>2 years</b>
As concerns the compressors, the warranty durations given below are subject to the compulsory commissioning and annual maintenance of the heat pump by a qualified company.	
- Heat pump compressor	5 years
- Gas absorption heat pump motor	5 years
<b>Thermodynamic water heaters including compressors</b>	<b>2 years</b>
As concerns enamelled (or vitrified) steel tanks, the warranty durations given below are subject to the annual check of the anti-corrosion anode, and its replacement if necessary.	
- Thermodynamic water heater tank	5 years
<b>Domestic hot water tanks, solar and electric water heaters. Domestic hot water tanks integrated into a boiler</b>	<b>2 years</b>
As concerns enamelled (or vitrified) steel tanks, the warranty conditions given below are subject to the annual check of the anti-corrosion anode, and its replacement if necessary.	
- Tanks with a volume of ≤ 50 litres	3 years
- Tanks with a volume of > 50 litres	5 years
<b>Solar panels</b>	
- Thermal solar panel	3 years
- Photovoltaic solar panel	10 years
- Inverter	5 years
<b>Radiators</b>	
- Leak-tightness of a steel panelled radiator	10 years
- Leak-tightness of a heated towel rack	5 years
<b>Replacement parts</b>	<b>1 year</b>
<b><i>The constituent parts of the appliances shall be available for a minimum period of 10 years from the date of publication of the last catalogue of prices containing the appliance in question, except in case of events outside of our control.</i></b>	
<b>Wear parts</b>	<b>0 years</b>
Wear parts, such as electrodes, injection nozzles, thermocouples, fuses, gaskets, anodes, refractory material, parts in contact with the flame, and filters (gas, water, oil, air) are not covered by the warranty.	

10.2. The warranty does not cover wear parts or the consequences of abnormal conditions of use or installation. The warranty does not cover indirect consequences, such as fire or water damage, or natural phenomena such as freezing, lightning, flooding, earthquakes, etc. or man-made incidents, such as a change in voltage or operating pressure, break-ins, vandalism, rioting, etc.

- 10.3. The warranty is subject to the performance of maintenance as per the instructions in our manuals. The warranty only applies to our original parts.
- 10.4. The properties of the water supplying domestic hot water production appliances must comply with the specifications given by the applicable orders and unified technical documents (DTU) (however, chloride must be limited to 50 mg/l for stainless steel).
- 10.5. Our warranty applies subject to compliance with the boiler manufacturer inter-trade union agreement of 2nd July 1969, and its appendix No. 2, which defines the water properties to be respected in a heating circuit.

More specifically, damage or accidents resulting from the following are excluded from the radiator warranty:

- errors in the design of the installation which allow air to be continuously and systematically introduced into the water circuits;
  - abnormal use of the radiators, such as their use at a higher pressure than that stated in our documents, extended bleeding of radiators, and exposure of radiators to the effects of the weather;
  - incorrect maintenance and monitoring, including filling with non-potable water, frequent addition of make-up water, damage caused to the primer paint, and the application of unsuitable paint;
  - use of non-original accessories.
- 10.6. To be able to make a claim under warranty, the Purchaser must notify BDR immediately of any defects they attribute to the equipment and provide BDR with everything they require to undertake an investigation and remedy the situation. The Purchaser must also refrain from undertaking repairs itself or having repairs undertaken by a third party, unless expressly agreed by us.
- 10.7. Our warranty is strictly limited to the provision without charge, in our factories, of the part which replaces the one recognised as defective or, if this is not possible, of a part which fulfils the same purpose, and excludes any labour costs, travel expenses, costs for transporting, removing and refitting the products, or any other damages and interest, specifically relating to loss of enjoyment.
- 10.8. In the case of parts recognised as defective by BDR, which can be repaired at our expense (with the exception of those with defects attributable to a poor design demanded by the Purchaser), the Purchaser may only have the repair executed at our expense provided there is a prior agreement between the Purchaser and BDR as to the cost to be disbursed for the repair.
- 10.9. The repair, modification or replacement of parts during the warranty period shall not have the effect of extending the total duration of the equipment warranty, nor shall it give rise, under any circumstances, to compensation for various costs (labour, etc.), late delivery, accident or any damage.
- 10.10. The Purchaser agrees to ensure that the end user of our equipment is informed of the existence of our warranty and the conditions thereof.
- 10.11. The statutory warranty continues to apply in all circumstances.

## 11. WEEE eco contribution

In accordance with article L541-10-2 of the French Environmental Code, invoices issued by BDR shall include the unit costs incurred for the disposal of waste from household electrical equipment. No reduction shall be applied to these costs. The professional purchaser shall pass on these costs to the end consumer in their entirety.

## 12. Liability

- 12.1. Our products must be installed and commissioned in accordance with good industry practices and the applicable standards, and the instructions given in our manuals, catalogues and other documents provided by BDR must be strictly observed.

BDR cannot be held liable if these instructions are not strictly observed.

- 12.2. For products benefiting from the "NF" standard, performances that comply with the requirements of the standard may only be expected if the installation's specifications are the same as those provided for testing under the standard. Under no circumstances may other set-up instructions take precedence over our own instructions.
- 12.3. After installation, if requested, and at the Purchaser's expense, BDR may use a professional service centre to check that its equipment is operating correctly. This check is limited to verifying correct operation, and does not include any verification of the heating installation and/or the suitability of the equipment for the heating installation and for the requirements to be covered.
- 12.4. The professional service centres are service providers with staff who must complete training on BDR equipment, under their own initiative. These service providers are independent, and BDR does not provide any guarantee for their interventions, even when paid for by BDR.
- 12.5. BDR's liability is strictly limited to the obligations thus defined and it is expressly agreed that BDR cannot be held liable under any circumstances for compensation of any non-pecuniary losses or indirect losses that the Purchaser (or any sub-purchaser) may claim, regardless of the cause or basis thereof.
- 12.6. Consequently, BDR will not be obliged under any circumstances to compensate for operating losses, loss of profit, or any fees or expenses incurred due to the unavailability of the equipment in question, or for damages suffered by third parties or, more generally, for losses that can be compensated other than physical injury or property damage.

### 13. Retention of title clause

- 13.1. **In accordance with article L624-16 of the French Commercial Code, the goods delivered remain our property until the invoiced price has been paid in full. In this respect, the provision of payment orders or any other security creating an obligation to pay does not constitute payment. Payment shall only be deemed to be complete once BDR has received the full amount relating to the price and any accessories.**
- 13.2. **If full or partial payment for the goods is not received, BDR may formally notify the Purchaser by recorded letter that the Purchaser is required to return the goods at its own expense and risk within a period of forty-eight (48) hours.**  
**Should this formal notice remain unheeded, BDR shall have the right to have the sold goods physically recovered, at the Purchaser's expense. Should any difficulties arise, either with the recovery or return of the goods, the Purchaser may be obligated by a simple summary order or request issued by the presiding judge of the competent court with jurisdiction over BDR's headquarters which authorises BDR to seize the goods from any location, it being specified that the products found in the possession of the Purchaser shall be deemed to be in arrears.**
- 13.3. **The Purchaser must inform BDR immediately of any threat, proceedings, seizure, requisition, confiscation or any other measure which could affect our title to the goods.**  
**These goods must be returned to BDR immediately in the event of liquidation or a court ruling, or any other circumstances which could jeopardise or delay payment.**

### 14. Termination clause

In the event of a serious or repeated failure by one of the parties to fulfil the obligations it is subject to under the present General Terms and Conditions of Sale, the sale shall be legally cancelled if both parties see fit by recorded letter, with a notice period of **eight (8) days**.

When the contract comes to an end, regardless of the reason:

- The Purchaser undertakes to return to BDR, at the latter's request, any items owned by BDR that are in the Purchaser's possession (commercial and technical documentation, publicity material such as signs and posters).
- BDR reserves the right to buy back from the Purchaser (at the original sales prices less any transport costs) the stock of Products and Spare Parts, provided that this stock has been stored correctly and can be used as new.

## 15. Clause relating to force majeure events

BDR is released from its obligations if a force majeure event occurs.

## 16. Competent court

By express agreement between the parties, any dispute relating to the formation, validity, interpretation or execution of these General Terms and Conditions of Sale and any issue concerning the commercial relations between the parties falls under the exclusive remit of the Court of Justice with jurisdiction over BDR's registered headquarters. French law is the only governing law, to the exclusion of any other.

## 17. Intellectual property

The DE DIETRICH, CHAPPEE, and OERTLI brands, any other distinctive BDR sign, any patents, drawings and models and, more generally, all rights of any kind whatsoever, whether these are protected or are eligible for protection by the French Intellectual Property Code, are and shall remain the exclusive property of BDR.

More specifically:

- Reproduction of our trademarks or our other distinctive signs is only authorised for the purposes of commercialisation of products lawfully acquired from our company or from resellers of our products;
- Illustrations, photographs, images or logotypes found in our brochures, catalogue of prices, website and, more generally, in any of our commercial documents may only be reproduced if we have given our prior express agreement, in writing.

## 18. *No Exportation Clause*

The Customer covenants, represents and warrants that the Products supplied from BDR THERMEA France will not be sold, supplied, transferred or exported, directly or indirectly (including by means of representatives, agents, distributors or any third parties), transferred to any natural or legal person, entity or body in the Russian Federation and/or Belarus, and/or re-exported for use in the Russian Federation and/or Belarus, or transferred for intended final use in the territory of the Russian Federation and/or Belarus.