



## GENERAL TERMS AND CONDITIONS OF SALE (GTCS)

*(Excluding online sales subject to specific conditions)*

### GANTOIS INDUSTRIES SASU

Share Capital: €4,000,000 - Registered Office: 25, rue des 4 Frères Mougeotte, 88100 Saint-Dié-Des-Vosges  
Epinal Trade and Companies Register (RCS): No. 513 918 456  
Intra-Community VAT Number: FR38 531 918 456

#### 1) SCOPE OF APPLICATION

In accordance with Article L441-1.III of the French Commercial Code, "the established GTCS form the sole basis for commercial negotiation."

These General Terms and Conditions of Sale govern all contractual relationships between GANTOIS INDUSTRIES (hereinafter referred to as "GANTOIS INDUSTRIES") and its customers (hereinafter referred to as "the Client").

They apply to all Clients, excluding online sales which are subject to specific terms and conditions ([www.gantois.com](http://www.gantois.com)).

Any order for products from GANTOIS INDUSTRIES implies the Client's unreserved acceptance of these General Terms and Conditions of Sale, supplemented or modified after negotiation by any Special Terms and Conditions, which override any contrary clause that may appear in the Client's purchase conditions or other commercial documents.

GANTOIS INDUSTRIES reserves the right to modify these General Terms and Conditions of Sale at any time. However, the applicable version shall be the one in force on the date the order is placed.

The fact that GANTOIS INDUSTRIES does not invoke any provision of these General Terms and Conditions of Sale at any given time shall not be interpreted as a waiver of the right to invoke it at a later date.

Likewise, if any provision of these terms is declared wholly or partially invalid, the validity of the remaining provisions shall not be affected.

#### 2) ORDER

An order placed following a prior offer, even if it conforms in every respect, shall not constitute acceptance by GANTOIS INDUSTRIES.

Only the Order Acknowledgment issued by GANTOIS INDUSTRIES constitutes the contract between the parties.

Any subsequent modification to the order, for any reason whatsoever—including the items, product specifications, or delivery deadline—shall only be possible with the express prior consent of GANTOIS INDUSTRIES.

If the Client (in a professional capacity) cancels an order in whole or in part without prior written consent, the Client shall be invoiced for the costs incurred by GANTOIS INDUSTRIES.

The consumer Client retains the right of withdrawal within 14 days in accordance with legal provisions (Article L.121-20-12 of the French Consumer Code), but only for non-customized items sold on the GANTOIS INDUSTRIES website.

The applicable GTCS for those items are available on our website [www.gantois.com](http://www.gantois.com).

This right of withdrawal may not apply, in accordance with Article L221-28-3 of the French Consumer Code, to contracts for the supply of goods made to the consumer's specifications or clearly customized.

### **3) PRODUCT PRICES AND DESTINATION**

#### **3.1 Prices**

The prices of the products offered by GANTOIS INDUSTRIES are exclusive of tax (Excl. VAT).

All pricing and lead time conditions provided by GANTOIS INDUSTRIES are for informational purposes only and may be modified depending on changes in the geopolitical situation. The validity period of any price offer from GANTOIS INDUSTRIES is not guaranteed. Depending on raw material availability, prices and lead times shall be revised and confirmed at the time the order is placed. For terms related to the contractual commitment of the parties, please refer to the General Terms and Conditions of Sale of GANTOIS INDUSTRIES. Naturally, any change in pricing does not apply to orders already placed.

Prices and lead times are based on the information available to GANTOIS INDUSTRIES at the time of consultation with the Client. The commercial offer is prepared for the supply of items as described in GANTOIS INDUSTRIES's pricing proposals. In the event of an order, GANTOIS INDUSTRIES reserves the right to revise its conditions if instructions not specified in the original offer must be taken into account (e.g., addition of specifications, procedures, clauses, new drawing indices, etc.).

The specification index or matrix used for the pricing and execution of the order is the one mentioned in GANTOIS INDUSTRIES's Order Acknowledgment and commercial offer.

#### **3.2 Destination – Obligations of the Client**

In the case of orders to a country other than mainland France, and depending on the agreed Incoterm, the Client may be considered the importer of the concerned products. Customs duties or other local taxes, import duties, or state taxes may be applicable. These duties and amounts are not the responsibility of GANTOIS INDUSTRIES. They shall be borne entirely by the Client and are the Client's sole responsibility with respect to declarations and payments to the relevant authorities and organizations in the Client's country. GANTOIS INDUSTRIES advises the Client to seek information on these matters from local authorities.

The Client must indicate in the order the actual and final destination of the goods and may not modify it without prior agreement from GANTOIS INDUSTRIES. Where delivery to destination is handled by the Client, the Client agrees to provide GANTOIS INDUSTRIES with the documents proving shipment to the destination country. Otherwise, the Client shall be required to pay VAT.

### **4) PAYMENT**

#### **4.1 Payment Terms and Conditions**

Payment terms are determined based on the information provided to GANTOIS INDUSTRIES by its credit insurance provider. The conditions agreed between the parties for the settlement of amounts due may not exceed forty-five days end of month or sixty calendar days from the invoice date, in accordance with legal provisions (French LME Law of August 4, 2008, and Article L441-10 of the French Commercial Code).

Any exception to the above payment conditions must be approved by the Chief Financial Officer of GANTOIS INDUSTRIES.

#### **4.2 LATE OR NON-PAYMENT**

Unless otherwise previously and expressly agreed by GANTOIS INDUSTRIES, any partial or full non-payment of an invoice by its due date will result in:

- The immediate and automatic payment of all amounts due by the Client, without prior formality,

- The application of late payment penalties corresponding to the interest rate applied by the European Central Bank plus ten (10) percentage points (Article L441-10 II of the French Commercial Code), and increased in accordance with Article D441-5 of the French Commercial Code, as amended by Article 3 of Decree No. 2021-211 of February 24, 2021, including a fixed indemnity of €40 (forty euros) for recovery costs. These penalties apply from the day following the invoice due date and remain applicable until full payment of the amounts due. Late payment penalties are due without any formality or specific formal notice.

Collection fees may be charged to the Client in case of late payments.

The Client may be required to pay damages either for failure to fulfill the payment obligation or for delays in performance, unless the Client can demonstrate that the failure was due to force majeure in accordance with Article 1231-1 of the French Civil Code.

### **4.3 Changes in the Client's Financial Situation**

GANTOIS INDUSTRIES reserves the right to suspend or cancel any current order from the Client if GANTOIS INDUSTRIES has legitimate reasons to fear potential payment difficulties on the part of the Client, either at the time of the order or afterward.

If the Client no longer provides the same guarantees upon which GANTOIS INDUSTRIES's credit insurer agreed to provide coverage during the execution of the order, GANTOIS INDUSTRIES may require prepayment, a reduction in the payment term previously granted, or the provision of additional guarantees for invoice payment as a condition for continuing to fulfill the order.

## **5) RETENTION OF TITLE CLAUSE**

GANTOIS INDUSTRIES retains ownership of the products until full and effective payment of the invoiced price, even in the event of insolvency proceedings, and in accordance with Article L624-16 paragraph 2 of the French Commercial Code. Despite the application of this retention of title clause, the Client shall bear the risks in the event of loss or destruction of the products as from delivery. The Client shall also be responsible for insurance costs.

## **6) CONFIDENTIALITY AND RESTRICTED USE**

### **6.1 Intellectual Property and Know-How Related to Documents and Products**

All intellectual property rights, as well as the know-how contained in the transmitted documents, delivered products, and services performed, remain the exclusive property of GANTOIS INDUSTRIES.

Any transfer of intellectual property rights or know-how must be subject to a specific agreement with GANTOIS INDUSTRIES.

GANTOIS INDUSTRIES reserves the right to make use of its know-how and the results of its own research and development.

The Client is not entitled to use patents, models, or know-how owned by GANTOIS INDUSTRIES for its own purposes, nor to disclose them without having expressly acquired ownership, co-ownership, or any exploitation rights.

### **6.2 Confidentiality Clause**

All studies, drawings, samples, and documents provided to the Client remain the full property of GANTOIS INDUSTRIES and must be treated as strictly confidential. They must be returned upon first request from the company.

Except with the prior express written authorization of GANTOIS INDUSTRIES, the Client may not use them outside the scope of the contract governed by these terms, nor disclose them in any form whatsoever, for any reason, whether knowingly or unknowingly, to third parties. The Client also undertakes to take all necessary measures to this end. This obligation is one of result.

The Client is represented by its executive officer. Said executive undertakes, both personally and on behalf of the company he represents, to comply with the confidentiality clause throughout the duration of the relationship between the parties concerning the products covered by this contract, and for a period of ten (10) years following the termination of said

relationship—regardless of the reason for termination—to maintain the strictest confidentiality. He shall refrain from disclosing, directly or indirectly, any information, knowledge, or know-how whatsoever relating to the products of GANTOIS INDUSTRIES covered by this agreement, to which he may have had access, unless such information, knowledge, or know-how has entered the public domain or its disclosure is required by a specific regulation or an administrative or judicial order.

He also undertakes to ensure compliance with this obligation by all relevant members of his staff, for whom he assumes full responsibility towards GANTOIS INDUSTRIES.

He further undertakes not to use any confidential information, samples, studies, or drawings for any purpose other than the one explicitly authorized. To this end, he shall refrain from decompiling and/or reverse-engineering all or part of the confidential elements received.

In the event that the Client company, its executive officer, or its employees fail to comply with the aforementioned obligations, the Client shall automatically owe GANTOIS INDUSTRIES a fixed indemnity in the amount of one million euros (€1,000,000), in accordance with Article 1231-5 of the French Civil Code.

### **6.3 Indemnification Clause in Case of Infringement**

The Client guarantees that, at the time of contract execution, the contents of the drawings and specifications and their implementation do not infringe on any third-party intellectual property rights or proprietary know-how. The Client warrants that it has full rights to use such content freely and that doing so does not violate any contractual or legal obligation.

The Client shall indemnify and hold GANTOIS INDUSTRIES harmless against all direct or indirect consequences of any civil or criminal liability action, in particular any action for infringement or unfair competition.

## **7) DELIVERY**

Products are shipped according to the terms defined upon order confirmation. They are delivered under the Incoterm agreed upon by the parties, within the time frame stated in GANTOIS INDUSTRIES's order acknowledgment. This time frame is provided for reference only and applies ex-works.

### **7.1 DELIVERY DELAYS**

GANTOIS INDUSTRIES commits to deploying all necessary resources to meet the stated delivery dates. In the event of a confirmed delay in delivery, GANTOIS INDUSTRIES undertakes to notify the Client as soon as possible.

GANTOIS INDUSTRIES cannot be held responsible for delivery delays caused by the carrier. Delivery delays shall not give rise to any compensation, price reduction, withholding, or modification or cancellation of ongoing orders.

### **7.2 Risk Transfer**

Risk is transferred to the Client in accordance with the agreed-upon Incoterms.

## **8) CLAIMS**

### **8.1 Claims Related to Transport**

It is the Client's responsibility to verify, upon receipt, both the quality and quantity of the goods delivered. If any apparent damage (shortages, deterioration, damage, or other issues) is observed on the delivered products, the Client must not accept the goods without making specific reservations on the delivery slip. These reservations must then be confirmed in writing by registered mail with the acknowledgment of receipt to the carrier within three (3) working days (excluding public holidays) following the receipt of said products. A copy of this report must be sent to GANTOIS INDUSTRIES within the same timeframe—three (3) days from delivery, excluding public holidays—by email to [contact@gantois.com](mailto:contact@gantois.com).

**Important:** In the absence of such reservations or in the event of insufficient reservations, GANTOIS INDUSTRIES reserves the right to refuse any return, exchange, or refund of the products. Once the Client has signed the delivery note without precise reservations, the

liability of both the carrier and GANTOIS INDUSTRIES is considered discharged with regard to any potential damage incurred during the delivery process.

Please note that the mention “subject to unpacking” holds no legal value and does not exempt the Client from their obligation to check the condition of the delivered product. If, for any reason, the delivery driver does not allow the Client sufficient time to inspect the goods (quality and quantity), this must be noted on the delivery slip and co-signed by the driver. Without precise reservations recorded on the delivery note, the product will be considered as delivered in conformity.

## **8.2 Claims Related to Non-Conformity**

In the event of a non-conformity attributable solely to GANTOIS INDUSTRIES (in terms of quantity, dimensions, nature, color), the Client must notify GANTOIS INDUSTRIES within three (3) days by registered letter with acknowledgment of receipt. Beyond this deadline, the products are deemed irrevocably accepted.

No goods may be returned unilaterally by the Client without prior written consent from GANTOIS INDUSTRIES.

Products must be returned in the condition in which they were received, along with all components (accessories, packaging...), and accompanied by the invoice. Pickup will be arranged by GANTOIS INDUSTRIES at the original delivery location.

GANTOIS INDUSTRIES reserves the right to dispute any visible or hidden damage affecting the returned products.

After qualitative and quantitative inspection of the returned items, any accepted return will result in the issuance of a credit note, exchange, or refund. Returns not compliant with the above conditions shall not be subject to exchange, credit, or refund.

In the event of a complaint from the Client regarding the delivered items, GANTOIS INDUSTRIES reserves the right to inspect them on site. If a non-conformity is confirmed, GANTOIS INDUSTRIES commits to:

- Either crediting the Client for the value of parts deemed non-compliant with the contractual technical specifications or with the approved reference samples;
- Or replacing the rejected parts, which will be subject to a credit note. Replacement parts will be invoiced at the same price as the original items;
- Or carrying out, or arranging for, their rework. The method of rework shall be defined by mutual agreement.  
It may also be agreed that the Client carries out the rework, subject to prior approval by both parties.  
In the event of non-conformity concerning a custom-made product or custom-supplied material, any compensation shall be determined on a case-by-case basis between the Parties.  
Any rework carried out by the Client without prior approval from GANTOIS INDUSTRIES—both for the action and its associated cost—shall result in forfeiture of the Client’s right to make any subsequent claim.

## **9) LIABILITY AND STATUTORY WARRANTIES**

### **9.1 Definition of GANTOIS INDUSTRIES’ Liability**

GANTOIS INDUSTRIES’ liability is strictly limited to compliance with the Client’s specifications as set forth in the technical specifications document.

Indeed, the Client, acting as the “ordering party,” is considered capable—by virtue of its professional expertise in its field and the industrial production resources at its disposal—of defining the work precisely in accordance with its own industrial data or that of its clients.

### **9.2 Limitations and Exclusions of GANTOIS INDUSTRIES’ Liability**

GANTOIS INDUSTRIES’ liability shall be limited to direct material damages caused to the Client that are the result of proven faults attributable to GANTOIS INDUSTRIES in the performance of the contract.

GANTOIS INDUSTRIES shall not be liable for damages resulting from errors made by the Client or by third parties in connection with the execution of the contract.

GANTOIS INDUSTRIES is not responsible for damages arising from the Client’s use of technical documents, information, or data provided or imposed by the Client.

Under no circumstances shall GANTOIS INDUSTRIES be held liable for immaterial or indirect damages such as: loss of business, loss of profit, missed opportunities, commercial harm, or lost earnings.

GANTOIS INDUSTRIES' liability is expressly excluded in the following cases:

- Defects arising from materials supplied by the Client;
- Defects originating from components provided by a supplier designated by the Client;
- Defects resulting from a design provided by the Client;
- Defects resulting, wholly or partially, from normal wear and tear, damage, or accidents attributable to the Client or a third party;
- In cases of tampering, negligence, unauthorized modification of the product, improper use, or unsuitable testing by the Client.

GANTOIS INDUSTRIES shall not be held liable where the Client fails to comply, in whole or in part, with these General Terms and Conditions of Sale, or in the event of an unforeseeable and insurmountable act by a third party, or in cases of force majeure as recognized by case law.

Finally, the Client may not seek compensation from GANTOIS INDUSTRIES for damages or penalties that may have been claimed against them by a third party.

### 9.3 STATUTORY WARRANTIES

The products offered comply with applicable French legislation. Our products are covered by the statutory warranty against hidden defects, as defined in Articles 1641 and 1648 paragraph 1 of the French Civil Code.

This warranty does not cover apparent defects. Also excluded are defects and damage caused by natural wear and tear, external accidents, or modifications made to the product by the Client.

## 10) PERSONAL DATA

In accordance with EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons, GANTOIS INDUSTRIES protects all data arising from its contractual relationship with its Clients in compliance with the General Data Protection Regulation (GDPR). GANTOIS INDUSTRIES protects all personal data that may arise from its contractual relationship with its Clients.

The personal data collected by GANTOIS INDUSTRIES (billing data: surname, first name, postal address, professional or personal email, country, bank details) are processed for the following purposes: order processing and management, product delivery, compliance with legal and regulatory obligations, and management of the commercial relationship. The legal basis for processing is the performance of the contract.

By accepting these General Terms and Conditions of Sale, the Client expressly consents to the processing of their personal data for the purposes described above.

The recipients of your personal data are the departments responsible for processing your order and ensuring its delivery.

We retain these data for the entire duration of the contract, and for a longer period in accordance with legal provisions—for example, 10 years for accounting data—or according to the duration for which you have consented to their retention, within the limits set by applicable legal and contractual retention rules.

In accordance with data protection regulations, you have the right to information, access, rectification, objection, restriction of processing, and erasure of your data, subject to regulatory and legal limitations. You may exercise your rights by sending an email to: **dpo@gantois.com**, or by postal mail to the following address:

**25, rue des 4 Frères Mougeotte, BP 307, 88105 SAINT-DIÉ-DES-VOSGES Cedex, France.**

Please specify your full name and address, and attach a copy (front and back) of your ID to verify your identity.

If you are not satisfied with how your request is handled, you may file a complaint with the **CNIL** (French Data Protection Authority).

## 11) APPLICABLE LAW AND JURISDICTION

Sales concluded under these General Terms and Conditions of Sale are governed by **French law**.

In the event of any dispute of any kind, or disagreement concerning these General Terms and Conditions of Sale and the sales contracts concluded with GANTOIS INDUSTRIES, the parties must first attempt to resolve the matter **amicably**. If no solution is reached within **30 days**, legal proceedings may be initiated.

The **Commercial Court of Epinal** shall have **exclusive jurisdiction** over disputes between professionals.

However, **consumers** retain the right to bring a case before the **court of their residence**, as an alternative to the jurisdiction chosen by the seller.

THIS DOCUMENT IS THE PROPERTY OF GANTOIS INDUSTRIES

06/05/2025