

Preamble

These conditions of sale apply to the sale of accessories, consumables, spare parts and finished products relating to the sector of Large and Small household appliances, Audio-visual, and the protection of the Habitat by the company SDS , Simplified Joint Stock Company, RCS Bordeaux 303436653, with its professional CUSTOMERS, natural persons or legal persons registered in the Trade and Companies Register or in the Trades Register. They are systematically given to any professional buyer who requests it to enable him to request the opening of an account in the books of SDS in order to place an order.

They apply from January 1 · 2022; they therefore replace any text prior to this date which may be in the CLIENT's possession and are subject to change for any reason of unforeseen circumstances.

Article 1 – CUSTOMER purchase conditions

Any order automatically implies acceptance without reservation of these conditions of sale, in particular the retention of title clause and waiver by the CLIENT of its own conditions of purchase, whatever the terms, all even in the case where the CUSTOMER has sent to SDS conditions of purchase or other documents containing a provision symmetrical and contrary to the foregoing.

Article 2 - Account opening – Conditions / Operation / Maintenance

2.1 Administrative conditions required for opening – The opening of an account in the books of SDS is subject to the mandatory provision by the CLIENT of a KBIS extract of less than three months and a bank account statement.

2.2 Financial conditions / Operation of the account – The terms and methods of payment are always contractually negotiated prior to the opening of the CLIENT's account on the basis of solvency criteria set by the financial services of SDS; The conditions negotiated are, however, subject to revision at any time, in particular in the event of deterioration of the CLIENT's solvency criteria.

In the event of a deterioration in the CLIENT's solvency or credit rating, SDS reserves the right at any time, depending on the risks incurred, to set a new outstanding limit for the CLIENT and to adapt its payment terms and method. .

2.3 Maintenance of the account – SDS reserves the right at any time to cease all commercial relations with the CLIENT and to close his account, in particular in the event of:

- a) Payment incidents or non-compliance with any of the provisions governing these conditions of sale
- b) Non-movement of the account for a continuous period of 12 months.

Article 3 - Commercial conditions

The commercial conditions are specified when the CLIENT's account is opened and according to the client's potential from a single base rate that can be revised without prior notice. However, the CUSTOMER's net pricing excluding tax is accessible on the SDS website through a private and specific CUSTOMER access.

The usual conditions for invoicing postage for shipments to mainland France and Corsica are €8.25 excl. tax and €2.45 excl. ordered. The conditions for other destinations or other methods of preparation and shipping (for example: direct delivery to a third party at the CLIENT's request) will be defined on a case-by-case basis.

Article 4 – Other provisions

4.1 Orders – Orders placed according to the general conditions of sale which group together all of our sales mentioned in paragraph 1 of the scope of application are deemed to have been accepted. They may be refused in writing by our Financial Department, in particular:

- a) In the event of a breach by the CLIENT of one of these obligations, as specified in paragraph 1.
- b) If the financial guarantees are not considered sufficient, in particular with regard to credit insurance, SDS then reserves the right to deliver the goods against reimbursement, or against net cash payment without discount or according to pro forma invoice.

4.2 Backorder (Remainder to be delivered) – SDS makes every effort to satisfy orders as soon as possible. The remainder to be delivered will be maintained in the portfolio.

4.3 Receipt of goods – The goods travel at the risk and peril of the recipient. It is up to him to check on arrival the qualitative and quantitative condition of the goods and to express his reservations to the carrier, if necessary. Any dispute and complaint, as to the conformity of the delivery to the order, must be notified to SDS in writing, accompanied by the delivery note within three days of receipt of the products.

After this period, the CLIENT will be deemed to have no grievance against SDS and no complaint will be taken into account by SDS in this regard. It is up to the CUSTOMER to provide any justification as to the reality of the anomalies observed. He must give SDS every facility to proceed with the observation of these anomalies and, if necessary, to remedy them. In the event of a dispute, whatever the cause, no product return can be made without the prior agreement of SDS.

4.4 Force majeure - All our commitments will be suspended or canceled in all cases where the non-performance of an obligation would be caused by a case of force majeure. Are considered as cases of force majeure, events resulting from unforeseeable, irresistible circumstances, and external to the parties, putting obstacle to the execution of their obligations. In this case, the total or partial non-performance of the obligations cannot give rise to compensation.

4.5 Liability – SDS cannot be held liable for any damage resulting from the supply of the marketed products.

Article 5 – Deliveries

- 5.1. Delivery is made by handing over the goods and merchandise either directly to the CLIENT, or by a carrier chosen by SDS. In all cases, the goods and merchandise travel at the CLIENT's risk and peril.
- 5.2 Delivery times are purely indicative and the CUSTOMER waives any compensation in this regard, exceeding delivery times does not give rise to any damages, withholding or cancellation of orders in progress.
- 5.3 In the event of damage or total or partial loss, it is up to the CUSTOMER to exercise any recourse himself, without SDS ever being held liable.
- 5.4 Processing of requests for signed delivery receipts: any complaint inherent in the receipt of the products invoiced to the CLIENT by SDS must be made in writing to SDS within 15 days of the date of issue of the invoice.

Article 6 – Payments

- 6.1. Payments are made to the order of SDS at its billing address.
- 6.2. Payments according to the conditions contractually fixed in the terms of article 6.3 below, can be made by direct debit, by check, by transfer or commercial paper. The payment term is always calculated from the invoice date. In the event of payment by draft, the CUSTOMER is required to return the items delivered to him, within 7 days. Payment is only made after effective collection of the price, delivery of draft or any other document creating an obligation to pay does not constitute payment.
- 6.3 Terms of payment - The terms and methods of payment are always contractually negotiated prior to the opening of the CLIENT's account based on solvency criteria set by our Financial Department. However, the maximum payment period likely to be negotiated may not exceed 30 days from the end of the month, date of the invoice.
- SDS reserves the right at any time, depending on the risks incurred, to set a new outstanding limit for the CUSTOMER and to adapt its terms and method of payment and to immediately cease all commercial relations with it, in the event of payment incidents or non-compliance with any of the conditions herein.
- The discount is not practiced.
- 6.4 Compliance with the contractual payment deadline shown on the invoice is imperative; its non-compliance results in the immediate implementation of all the provisions listed in article 6.5 a below.
- 6.5. Penalties for non-payment on the due date: any payment made after the payment date shown on the invoice:
- Makes due from the day following this date and until full payment, late payment penalties calculated at a rate equal to the interest rate of 10% (plus VAT).
 - Make payable from the day following the date of payment appearing on the invoice and until full payment, a lump sum indemnity of €40 before tax for recovery costs.
 - Incurs additional compensation defined according to the costs incurred necessary for legal assistance.
 - Causes the CUSTOMER to automatically lose his right to a price reduction.
- 6.6. The credit position of a customer account is not subject to reimbursement.

Article 7- Warranties / Returns

A return, namely the taking back of goods and the recognition of a credit note for the benefit of the CLIENT, can only be made with the explicit, prior and written agreement of SDS. The fact that SDS has consented to a return for such a product does not confer on the CUSTOMER the right to obtain a return for other products, even identical ones.

In the event that SDS has consented to the return, it must meet the following conditions in particular:

Returns are only accepted for products appearing in the SDS catalog in force at the time of the return request.

The return of non-catalogue products is subject to the prior agreement of SDS.

The return is made at the place indicated by SDS.

The merchandise must be returned in perfect condition, protected, packed in its original packaging and without any markings or damage.

The return must be made within a maximum period of 3 months from the date of delivery.

The return gives rise to the establishment of a credit note corresponding to the price negotiated between the parties.

The total amount of assets may not exceed 7% of the CLIENT's total net purchases (guarantee assets deducted)

Products bearing mentions specifying that they cannot be returned or exchanged, on the website www.sds.fr or on any other document issued by SDS, cannot be returned or traded. No complaint can be taken into account.

Article 8 – Retention of title

All our goods remain our property until payment of the full price in principal and accessories by the CUSTOMER.

Failure by the CUSTOMER to fulfill his payment obligations, whatever the cause, will allow SDS to demand the return of the goods, the CUSTOMER agreeing to reimburse us for all costs at his expense, on the first request from us. The part of the price already paid will be retained by SDS as compensation for recovery costs.

These provisions do not preclude the transfer to the CUSTOMER, upon delivery, of the risk of loss, deterioration of the goods sold as well as the damage they could cause.

The CUSTOMER must identify and keep the goods sold subject to retention of title in such a way that they cannot be confused with goods of the same nature from other suppliers.

The CUSTOMER undertakes to keep us immediately informed of any change in his situation and in particular of his declaration in receivership or judicial liquidation from the day of this in order to allow us, according to the provisions of the Commercial Code in matters of collective proceedings , in particular to claim the goods within three months of the publication of the declaratory judgment.

The CUSTOMER must also inform us immediately of any threat, action, seizure, requisition, confiscation or any other measure that may call into question his right of ownership over the goods.

The non-observance of these provisions by the CUSTOMER would engage his responsibility and would authorize us to cause the resolution of the sale under conditions identical to those fixed in terms of resolution for non-payment.

The goods still in possession of the CLIENT will be presumed to be those remaining unpaid.

SDS may take them back as compensation up to the amount of the invoices that remain unpaid.

Article 9: Protection of personal data

Pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data), any Customer , consents to the use by SDS of the personal data that it has provided or that it has collected elsewhere in the context of the data processing necessary for their commercial relationship.

The customer has the right, under the conditions provided for by European regulations:

- to obtain a copy of their personal data;
- rectification in its own right;
- erasure, or "forgetting";
- the limitation of the processing of his personal data;
- notification;
- opposition, except for "legitimate and compelling reasons" such as processing for statistical purposes, historical or scientific research;
- not to be the subject of a legal decision based on automated processing;
- the right to portability of personal data.

The only limitations to these rights would be necessary and proportionate and stem from the content of specific legislative measures. The data concerned relate to the interested party, have been provided by the interested party to a data controller but do not concern others. The Customer or supplier will contact SDS rgpd@sds.fr to assert their rights in this regard.

Article 10: Language of the contract – Applicable law

By express agreement between the parties, these General Conditions of Sale and the resulting purchase and sale transactions are governed by French law. In the event that they are translated into one or more languages, only the French text shall prevail in the event of a dispute.

Article 11 - Attribution of jurisdiction

It is made exclusive attribution of competence to the courts of Bordeaux, even in the event of plurality of defendants, the whole constituting for SDS a substantial condition without which SDS would not have treated. Acceptance of settlement or payment outside Bordeaux does not entail either novation or derogation from this clause.