SULO

GENERAL TERMS AND CONDITIONS OF SALE (Dec 2025)

ARTICLE 1: DEFINITIONS

Buyer or Purchaser: any person who places an Order or on whose behalf an Order is placed for commercial or professional purposes to the Company.
Company: The entity within the SULO Group supplying the Product as identified in the Purchase Order or the Sale contract
Order: any request for Products sent in writing or electronically by the Buyer to the Company.
Products: all goods, products or services associated with these goods or products offered for sale by the Company to the Buyer.

ARTICLE 2: LEGAL FORCE

2.1 Any Order placed by the Buyer, or any acceptance of an offer made by the Company by the Buyer, automatically implies the unconditional acceptance of these terms and conditions of sale, which alone govern the sale of the Company's Products to the Buyer, to the exclusion of, in particular, the Buyer's general terms and conditions of purchase or, in general, the terms and conditions appearing on its commercial documents, unless expressly agreed otherwise in writing by the Company.
2.2 Any Purchase Order or acceptance of the Company's offer for the Products by the Buyer shall be deemed to be an offer by the Buyer to buy the Products subject to these terms and conditions of sale and delivery, particularly the reservation of title clause, as well as waiver of the Buyer's own purchase terms and conditions, regardless of whether the said purchase terms and conditions, or other documents containing an identical and/or alternative provision contrary to that specified herein, have been sent to the Company. The Company must expressly agree and confirm in writing any variation to these General terms and conditions of Sale and Delivery.
2.3 Should the Buyer cancel a firm Purchase Order for which the Company has begun performance, even in part, the Company may request that the Buyer pay up to 100% of the ex-VAT total of the cancelled Purchase Order

ARTICLE 3: CONTRACT FORMATION

3.1 The Company deliveries, services and offers are performed exclusively on the basis of these General Terms and Conditions of Sale and Supply ("GTC"), which also apply to all future transactions, even if they have not been expressly agreed on again.
3.2 The sales contract becomes final once it has been expressly agreed to by the Company (including by email):
- either because the Order refers to a framework contract signed between the Purchaser and the Company and defining, in particular, the price, delivery time and place of delivery of the Products;
- or because the Order has been the subject of a quotation accepted by the Purchaser within a maximum period of 30 days from its issue, unless a different period is mentioned on the quotation. The Company reserves the right to withdraw its offer at any time until the quotation has been formally and fully accepted by the Purchaser.

3.3 The Company reserves the right to refuse any Order that does not comply with the terms set or expressly accepted by the Company.
3.4 The samples and information contained in catalogues, brochures and price lists are provided for information purposes only. Catalogues and brochures are intended solely to give a general idea of the Products described therein.
3.5 The Company is not bound by the samples, descriptive matter and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues, brochures and price lists. Catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Products described in them.

ARTICLE 4: PRICES

4.1 The Products are supplied at the price indicated in the Company's quotation or in the framework agreement accepted by the Company. Prices are quoted in euros, net, excluding VAT, and do not include shipping/transport costs unless otherwise specified. VAT is charged at the rate in force on the date of invoicing.
4.2 If the price is denominated in another currency, payment must be made in the currency indicated, it being understood that bank and exchange fees are the responsibility of the Purchaser.
4.3 All taxes, duties or fees payable under French regulations or those of the country of import or work are payable by the Buyer.

ARTICLE 5: DELIVERY

5.1. Unless otherwise agreed, delivery times are given by the Company for information purposes only and are calculated from the date of receipt by the Company of the Order when a framework contract exists, or from the date of receipt by the Company of the quotation duly signed by the Purchaser, or, if a deposit is required, from the date of receipt of this deposit.
5.2. Unless otherwise agreed by the Company, Products are delivered FCA factory (ICC Incoterms 2020). Delivery shall be deemed to have been made on the date the Products are made available by the Company to the Purchaser at its factory or at the location agreed between the Purchaser and the Company. Retention of title does not transfer the risks to the Company.
5.3. The Products are transported at the Buyer's risk. In the event of apparent damage, complaints and reservations must be made by the Buyer to the carrier within two (2) days of receipt of the Products. The Products must be insured by the Buyer upon delivery by our Company.
5.4 Unless otherwise specifically agreed to by the parties in writing, the Seller may deliver the Products in partial deliveries and invoice the Buyer for each such partial delivery accordingly.

ARTICLE 6: OBLIGATION TO TAKE DELIVERY

If the Buyer does not take possession of the Products in person or through its carrier at the place and on the date agreed with the Company, it shall nevertheless be required to make the payments specified in the Order as if the Products had actually been collected and to bear all storage costs incurred as a result of the late collection.

ARTICLE 7: PAYMENT

7.1 Unless otherwise agreed, the Products are payable without discount, deduction or compensation within thirty (30) days of the invoice date.
7.2 In case the Orders covers both product and services, the Company is entitled to invoice independently product and services at delivery of either of services or deliveries.
7.3 The Buyer may not suspend payment of all or part of the invoices issued on the grounds that a dispute exists or that there is a return of Products under warranty or otherwise.
7.4 Failure to pay an invoice by its due date shall entitle the Company either (i) to suspend all further deliveries, in which case all current delivery times shall be automatically postponed and all invoices issued by the Company to the Purchaser that are not yet due shall become immediately payable and/or (ii) may demand the return of the unpaid Products delivered, at the Buyer's cost, and/or (iii) cancel the Purchase Order in full or in part and, if need be, any related agreement or arrangement binding it to the Buyer.
7.5 Any sum not paid to the Company on its due date shall automatically bear interest without the need for formal notice, from the due date until the date of full payment. The interest rate shall be equal to the rate applied by the European Central Bank to its most recent refinancing operation, plus ten percentage points, without this rate being less than three (3) times the legal interest rate. The Buyer shall also be liable, as of right, for a fixed compensation for recovery costs in the amount of forty (40) euros. When the collection costs incurred by the Company exceed the amount of this fixed compensation, the Company may request additional compensation upon presentation of the supporting documents.
7.6 The Buyer must notify the Company immediately in case of bankruptcy, suspended payment, receivership, liquidation, or settlement law application, and provide a full inventory of Products for reservation of title. The Buyer cannot sell or use Products as security without the Company's written consent in these cases.
7.7 The Company reserves the right, in the event of serious doubt about the Buyer's solvency, to require financial guarantees from the Buyer.
7.8 The Company may offset any sums owed to the Purchaser against any sums owed by the Purchaser to the Company, up to the amount of the outstanding sums.

ARTICLE 8: RETENTION OF TITLE

8.1 The Company retains ownership of the delivered Products until full payment of the Order price, including principal and ancillary costs. Consequently, unless the Company has given its prior written consent, the Purchaser shall refrain, until full payment of the price of an Order, from reselling the delivered Products, granting their use in any way to a third party, or granting a pledge or any security interest in these Products. The Purchaser, in its capacity as holder of the Products, shall be liable for any damage or loss occurring after delivery of the Products. The Purchaser undertakes to ensure that the Products remain clearly identified in the name of the Company and stored separately in order to avoid any confusion by a third party between the Purchaser's own goods and the Products subject to retention of title.
8.2 The Company shall be entitled to claim, at any time, all or part of the unpaid Products in the event of failure to pay on a due date. The Company may also claim the Products from sub-purchasers as well as the price or balance of the price owed by these sub-purchasers. In order to exercise this right, the Purchaser undertakes to provide the Company, upon first request, with all useful information or documents enabling it to identify these sub-purchasers and locate the Products. The Company shall be entitled to reimbursement of the costs associated with the claim procedure initiated. This procedure is not exclusive of other actions or procedures that the Company may decide to initiate.
8.3 In the event of bankruptcy, cessation of payments, receivership or judicial liquidation, or in the event of the application of the law on amicable settlement, the Purchaser shall immediately notify the Company and draw up, at its own expense and without delay, a complete and accurate inventory of the Products in its stocks and communicate this inventory to the Company.

ARTICLE 9: WARRANTY

9.1 The Company guarantees that the Products have been manufactured in accordance with the applicable standards, as indicated on the Products, and are free from any hidden defects. The warranty covers defects in materials and workmanship in Products stored and used under normal conditions.

9.2 Warranty rights of the customer are conditional upon the customer's proper compliance with its duties of inspection and notification of defect. Supplied Products must be inspected immediately by the Purchaser for completeness and absence of obvious defects

9.3 Unless otherwise agreed, the warranty period is twelve (12) months from the date of delivery of the Products and two years from the discovery of a hidden defect within a maximum period of 30 months from delivery of the product. Repair, modification or replacement of parts during the warranty period shall not extend the initial warranty period.

The warranty shall not apply in the following cases:

- Products damaged during transport or stored by the Buyer in unsuitable conditions;
- Products have not been used in accordance with their intended purpose, in particular where the Products have been subjected to excessive stresses (mechanical, chemical, electrical or thermal) exceeding the conditions set out in standards EN 840 paragraphs 1 to 6, EN 13071 paragraphs 1 and 2, and EN 12574
  paragraphs 1 to 3;
- Negligence or lack of supervision or maintenance by the Purchaser or a third party;
- Defective assembly, installation or repair by the Purchaser or a third party;
- the marks, serial numbers or seals on the Products have been altered;
- The Products have been used to contain aggressive or hazardous chemicals (unless prior written authorisation has been obtained from the Company);
- User did not use the appropriate truck or lifting device to empty the Products (cushioning bar, comb, etc.) as described in standard EN 1501-5;
- Waste collection was not carried out in accordance with standards EN1501-5 and EN 840 paragraphs 1 to 6 concerning wheelie bins;
- Waste collection was not carried out in accordance with standard EN 13071 paragraphs 1 and 2 concerning fixed waste containers lifted from above and emptied from below, or in accordance with the user guide provided by the Company;
- Waste collection not carried out in accordance with standards EN1501-5 and EN 12574 paragraphs 1 to 3 concerning large-capacity stationary waste containers for pivot, double pivot or sleeve lifters.
- Lifting area not secured by the collection agent;
- Manual waste collection;
- Insignificant deviations or impairment of usability;
- Normal wear and tear.

9.4 By express agreement, the warranty is strictly limited, at the Company's discretion, to either the replacement or repair of the defective Product, to the exclusion of any other form of compensation. This warranty is granted to the exclusion of all others but without prejudice to any legal warranty whose application would be mandatory under applicable law.

9.5 In order to invoke the benefit of the warranty, the Purchaser must inform the Company without delay and in writing of any defect that may appear and provide all evidence of its existence (descriptions, photographs, Order specifications, conditions of use). The Purchaser must give the Company every opportunity to ascertain the defect and, where applicable, remedy it; furthermore, unless expressly agreed by our Company, the Purchaser must refrain from repairing the defect itself or having it repaired by a third party.

ARTICLE 10 – PRODUCT MAINTENANCE

In the event of maintenance services being carried out by the Company's agents at the Purchaser's premises, the Purchaser shall ensure in advance that the work area is a covered area equipped with all necessary safety devices and an electrical outlet. In addition, prior to any intervention, the Purchaser shall ensure that the Company's agents are informed of the relevant provisions of its health and safety prevention plan.

ARTICLE 11 - INSTALLATION OF PRODUCTS

11.1 The installation of underground and semi-underground containers must be preceded by the development of a specific health and safety plan (PPSPS) and the appointment of an HSE coordinator at the initiative of the Purchaser and under its own responsibility.

11.2 The Company reserves the right not to install semi-underground or underground containers in the event of actual or reasonably suspected non-compliance with H&S coordination rules. It is specified that the Company shall not be liable for the payment of late penalties due to the postponement of scheduled installations, provided that such postponement results from the Company exercising this right.

ARTICLE 12 – CLAIMS AND RETURNS

12.1 Without prejudice to the measures to be taken with regard to the carrier, complaints relating to apparent defects, missing items, losses, damage or non-conformity of the Products delivered must be made in writing within two (2) weeks of receipt of the Products. After this period, the Products shall be deemed to have been accepted by the Purchaser and to comply with the Order. Any return of Products requires the prior written consent of the Company. The return of Products accepted by the Company is at the Buyer's risk and in accordance with the negotiated terms and conditions. Any Product returned without the Company's prior written consent shall be held at the Buyer's disposal, at the Buyer's expense and risk. It is the Buyer's responsibility to provide proof of the defects or anomalies observed, excluding travel and labour costs.

12.2 No claims shall be accepted for Products that have been downgraded and invoiced as such.

ARTICLE 13 – PROPRIETARY RIGHTS

13.1 The Buyer agrees that (a) the Products are protected by copyright and other intellectual property laws and treaties, (b) SULO, its Affiliates and/or its licensors own the intellectual property rights in the SULO Products, (c) this Agreement does not grant Purchaser any rights to SULO or any of its Affiliate's trademarks, (d) The Company and its affiliates owns, and retains all rights in the Products. Services, The drawings, models, plans, schemas, specifications, instructions.

13.2 If the Products sold are made according to plans, drawings and specifications supplied by the Buyer, the latter hereby guarantees the Company against any claims and all damages under third party industrial or intellectual property infringement claims stemming from our use of the technical documents supplied by the Buyer.

13.3 Purchase of a Product does not entitle the Buyer to use the intellectual property rights pertaining thereto.

13.4 If the Purchaser purchases a software in accordance with the Order, the Purchaser is granted a non-exclusive licence to use the software provided by the Company, unless other- wise agreed in the software's terms and conditions of use. The software provided by the Company may not be provided or sub-licensed to third parties without our consent. The Purchaser is only entitled to process or edit the software if this is necessary for its intended use, to combine it with other software or to rectify errors, and only if we fail to supply the information necessary for this purpose upon the Purchaser's request. No reverse engineering is permitted unless expressly mandatory under the applicable law.

13.5 The Buyer agrees not to modify and/or alter any trademarks placed on the Products or the associated documentation without the Company's prior written consent and not to resell the Products under another name. The Buyer undertakes to have its own clients or contracted third parties respect this clause.

13.6 All documents and information communicated by the Company to the Buyer, in particular drawings, plans, diagrams, specifications, user, assembly and installation manuals, technical data sheets, test results and catalogues, are and remain the exclusive property of the Company and may not be reproduced without its consent or used for purposes other than the repair and maintenance of the Products.

ARTICLE 14 - LIABILITY

The Company shall not be liable for indirect damages such as, but not limited to, any indirect, incidental, punitive, exemplary, special or consequential loss or damage of any kind, or (b) loss of revenue, loss of actual or anticipated profits, loss of business, loss of contracts, loss of goodwill or reputation, loss of anticipated savings, loss of, damage to, or corruption of data, howsoever arising, whether such loss or damage was foreseeable or in the contemplation of the parties and whether arising in or for breach of contract, tort (including negligence), breach of statutory duty or otherwise except for any liability arising from gross negligence or wilful misconduct to the extent liability may not be excluded or limited as a matter of applicable law.

The maximum aggregate and cumulative liability of Buyer and the Company and each of their Affiliates, for damages under this Agreement, whether arising in or for breach of contract, tort (including negligence), breach of statutory duty or otherwise, will not exceed the fees paid or payable for the related Order except for any liability that may not be excluded or limited under the applicable law

ARTICLE 15 - FORCE MAJEURE

The Company shall not be held liable, in particular for late delivery, in the event of force majeure. Force majeure, within the meaning of this article, refers to any event beyond the Company's control that prevents or delays the performance of all or part of its obligations.

The following events are contractually considered to constitute force majeure: strikes, inability to obtain raw materials or energy at a reasonable price, acts of war, riots, fires, natural disasters, epidemics or pandemics, compliance with laws or regulations in force issued by a government or other competent administrative authorities, whether existing or future. The Company may therefore delay or cancel all or part of the Order whose execution has been suspended due to a case of force majeure, without any compensation being payable to the Purchaser.

ARTICLE 16 – PERSONAL DATA

16.1 Definitions. For this Section, “Personal Data'' means any information relating to an identified or identifiable natural person that Boomi processes in the performance of the Agreement as a Processor. “Privacy Laws” means any data protection and privacy laws and regulations applicable to Boomi's provision of the Services provided by under this Agreement, including if applicable (a) the General Data Protection Regulation (EU) 2016/679 (GDPR), (b) in respect of the UK, the GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom's European Union (Withdrawal) Act 2018 ("UK GDPR") and the Data Protection Act 2019 (together, "UK Data Protection Laws''), (c) the Swiss Federal Data Protection Act and its implementing regulations ("Swiss DPA"), (d) the California Consumer Privacy Act of 2018 or Cal. Civ. Code § 1798.100, et seq. (“CCPA”), each as may be amended, superseded or replaced.

16.2 Personal Data concerning the Purchaser may be communicated to the Company and processed electronically by the latter to enable it to manage and execute Orders. In accordance with the applicable personal data regulation, the Company undertakes to maintain the strictest confidentiality of the Personal Data communicated to it by the Buyer and to process it in accordance with the said law.

16.3 Personal Data is collected by the Company exclusively for administrative and commercial management purposes. It will be processed electronically and may be used by the Company and its commercial partners for the processing, fulfilment and management of Orders. The Company undertakes not to disclose this information to third parties other than its commercial partners responsible for the fulfilment, delivery and/or payment of Orders. However, the Company may be required to disclose this Personal Data in response to an injunction from the legal authorities. Personal Data is only kept for the period strictly necessary for the management of the commercial relationship.

16.4 Any individual who can prove their identity has the right to access, rectify and/or delete Personal Data concerning them and stored in the Company's databases, upon request sent to the Company by email.

ARTICLE 17 - NON-WAIVER OF RIGHTS

No delay, inaction, abstention or omission by the Company in exercising any of its rights under these General terms and conditions of Sale and Delivery shall affect the said right, nor may it be deemed to imply a waiver of the Company’s right to invoke the right later.

ARTICLE 18 - JURISDICTION AND APPLICABLE LAW

17.1 These General Terms and Conditions of Sale are subject to the law of the country where the Company has its seat and exclude the application of the United Nations Convention on the International Sale of Goods ("Vienna Convention" of 1980).

17.2 Any dispute between the Company and the Purchaser that cannot be resolved amicably shall fall within the exclusive jurisdiction of the Commercial Court within whose jurisdiction the Company's administrative headquarters are located.