

# Conditions générales de vente

## ARTICLE I - THE PARTIES

The purpose of this document is to establish a contract between the parties designated below:

- Société des Etablissements PICQUETTE, with a capital of 1,000,000€, domiciled Route de Sainte-Cécile - 84 830 Sérignan-Du-Comtat, registered with the RCS Avignon B under the number 305 949 679, hereinafter referred to as "the Service Provider".
- "Company", located at "Address\_1", "Address\_2", with capital of "CAPITAL"€, registered with the RCS XXXX, hereinafter referred to as "the Client".

The parties "the Service Provider" and "the Client" will hereinafter be referred to together as "the Parties".

## ARTICLE II - PURPOSE

The purpose of this contract is to ensure a general control of the proper functioning of the refrigeration installation(s) of the Customer's establishment with the issuance of the watertightness certificate. It integrates, according to the formulas, preventive and corrective maintenance operations (as defined by FD X 80-000 of May 2002), as well as energy performance monitoring.

## ARTICLE III - PROVIDER'S COMMITMENTS

### A- MAINTENANCE

The Service Provider undertakes to carry out maintenance visits according to the "Provisional Schedule of Visits". The schedule of visits is proposed above. Non-compliance with the schedule at the initiative of the Customer cannot be enforced against the Service Provider.

### B - TROUBLESHOOTING

The Service Provider undertakes to intervene or have intervened on the refrigeration installations within 12 working hours (from 8 a.m. to 12 p.m. and from 2 p.m. to 6 p.m. excluding weekends and public holidays) following the telephone call. Thus, for a call received before 10 a.m., the intervention will take place at the latest at the end of the afternoon and for a call received after 4 p.m., at the latest the following morning.

In the event that the Customer subscribes to the on-call option, the Service Provider undertakes to intervene on the refrigeration installations within 6 working hours for positive cold and 4 hours for negative cold, 24 hours a day, 7 days a week.

The labor and transport costs caused by these repairs are not included in this contract.

Repair operations will be carried out subject to the possibility of access to the installations concerned by the Service Provider's personnel. If the installation has not been the subject of any intervention external to the Service Provider, repairs to new installations or new equipment (carried out by the Service Provider) are covered by the warranty during the first year provided that a maintenance contract has been signed.

The Service Provider declines all responsibility for any failures affecting the telephone or internet link between the customer and him, whatever the consequences and duration, or resulting from outside temperatures outside the norm (according to local weather stations).

*Any new intervention following an estimate not accepted for repairs will be invoiced. Work cannot begin until the quote has been accepted and signed by the Client.*

#### **C-PARTS**

*Any worn or damaged parts, necessary refrigerants are supplied and invoiced (according to the formula chosen) according to their availability as and when the interventions are carried out. A Maintenance Report (RE) signed by the customer proves the implementation of these supplies.*

*Additional invoicing will be applied for the labor necessary for the repair or replacement of "major equipment" such as compressors, exchangers, evaporators, automatons, whatever the formula chosen.*

*In the event of regulatory work being required on the installation, in the event of the customer's refusal to accept responsibility, the Service Provider may decide to suspend the application of the clauses of this contract, until the customer accepts the estimate.*

*The installation of parts supplied by the customer is not included in the contract and does not benefit from any guarantee. The service provider reserves the right to refuse the installation of these.*

#### **D - EXCLUSIONS FROM THE CONTRACT**

*This contract does not include the following:*

- *Incidents caused by fire, tampering, power failure, abnormal voltage, broken or clogged drain, lack of water or abnormally dirty, corrosive water.*
- *The cleaning of the bodies of the devices and their possible repair.*
- *Mechanical parts of ice generators.*
- *Computer equipment.*
- *The replacement of all parts on the air conditioners or the heating of the store.*
- *Replacement or repairs to cold room doors, seals, handles and locks.*
- *Maintenance of drainage under paving.*
- *Checking CO2 sensors.*
- *All non-refrigerated equipment (lighting, curtains, glazing, panels, heating cords, etc.).*
- *All interventions to install or replace parts provided by the beneficiary.*
- *The removal of the products during an emergency or maintenance intervention and/or any waiting time. Any collection carried out by Dalkia Froid Solutions will be invoiced to the customer.*
- *Thermographic tests.*
- *Rental of equipment for maintenance (nacelle, scaffolding, etc.) if necessary.*
- *The consequences of any breaches of the user's maintenance and monitoring obligations.*
- *Losses of goods occurring in the absence of an alarm system connected to remote monitoring cannot be covered by the service provider.*

- *Interventions or repairs resulting from outdoor temperatures exceptionally lower or higher than the temperature usually observed in the region for the given period.*

#### ARTICLE IV - DURATION OF THE CONTRACT

*The contract takes effect as soon as it is signed by the parties and lasts 3 years. In addition, the parties agree that the contract will be automatically renewed for a period of 3 years at the end of this period, unless one of the parties denounces it by registered letter with acknowledgment of receipt, at least three (3) months before his birthday.*

*This clause applies to each renewal of the contract at the end of each period. The amount of the contract will be maintained during this three-year period.*

*Any modification by addition or deletion of installation carried out by the service provider entails a corresponding modification of the price schedule, but does not terminate the contract in any case.*

#### ARTICLE V - SECURITY

*In accordance with Decree No. 92-158 of February 20, 1992, the representative of the customer site (user company) organizes a joint inspection before the operation of the external company. During this joint inspection of the premises, the risks associated with co-activity due to interference between the facilities/equipment of the user company and the personnel of the external company are analyzed and preventive measures are defined to prevent them. .*

*The user company and external companies make every effort to ensure safety in accordance with the national regulations in force (fire permit, checks and communications on asbestos risk, signage, prevention plan, etc.) and the site's internal procedures. (access and support rules, attendance register, emergency management, etc.).*

*The client is responsible for providing the service provider with:*

- *Appropriate and compliant equipment and methods for access and working at height (crinoline ladder, guardrails on the periphery of equipment or roofing, scaffolding, etc.) knowing that ladders are not means of working at height .*
- *All the means aimed at preventing isolated work (accompaniment by the client, etc.)*

*A prevention plan will be systematically drawn up in writing under the responsibility of the user company. However, although the head of the user company ensures the coordination of the preventive measures, each company manager remains responsible for the application of the preventive measures. Each company remains responsible for its employees.*

*The absence of a written prevention plan engages the responsibility of both companies (user and external).*

*The external company reserves the right not to intervene if safety is not ensured in accordance with the regulations in force, and in the event of serious and imminent danger.*

#### ARTICLE VI - EVOLUTION AND IMPROVEMENT OF THE INSTALLATION

*Given the evolution of standards and available technical improvements (energy savings, heat recovery, remote management, substitution of refrigerants, etc.), the service provider will offer an optional progress plan.*

## ARTICLE VII - OBLIGATIONS OF THE PARTIES

### ■ SERVICE PROVIDER'S OBLIGATIONS

*The Service Provider assumes the obligations entrusted to it within the framework of an obligation of means.*

*The Service Provider is required to perform its service in accordance with what has been defined in Article III of this contract.*

*The Service Provider complies with the safety instructions and the internal regulations applicable on the Client's site and which will have been communicated to him beforehand.*

*Before subcontracting one of its services, the Service Provider will inform the Client beforehand.*

*For each maintenance or troubleshooting intervention, the Service Provider is obliged to have the Customer's maintenance report stamped and send him a duplicate sent by email.*

### ■ CUSTOMER OBLIGATIONS

*The Client guarantees the Service Provider, its staff and any subcontractors free access to the facilities for the performance of the services.*

*Thus, the Client undertakes to make available to the Service Provider throughout the duration of the contract free of charge: the premises or premises as well as the specific means, such as the telephone or internet connections necessary for the performance of the services (premises boiler room, technical rooms, etc.), and the energies necessary for the operation of the installations, including cold water.*

*The Customer agrees not to use, for purposes other than those provided for in the contract, the facilities maintained by the Service Provider. Failing this, the Service Provider's liability is expressly excluded.*

*The customer cannot oppose neutralizing an area of his space if the security conditions so require.*

*Similarly, the Customer retains the financial and administrative burden of any regulatory obligation to control, monitor and inspect the facilities.*

*In case of disorder, it is the Customer's responsibility to take all necessary precautionary measures to avoid or minimize any loss of goods or damage to property.*

*Conditions of compensation for any loss of goods: Any loss of goods linked to a malfunction of the equipment supplied and installed and/or to a service provided by the company ETABLISSEMENTS PICQUETTE must be brought to its attention, with which a visual observation of the extent of the damage must be made and must be the subject of a bailiff's report as well as a certificate of destruction issued by the Departmental Directorates of Veterinary Services or the Repression of Fraud, with which a detailed quantitative list and quantified in purchase price HT NET will be carried out, including the dates ~ limits of consumption or sale of the products.*

*Losses of goods occurring in the absence of an alarm system connected to remote monitoring cannot be covered by the service provider.*

*Furthermore, in order to be held responsible for any loss of goods, the Service Provider must have been notified by the Customer as soon as the alarm relating to the*

## ARTICLE VII - FIXED PENALTIES AND EXEMPTION

*The service provider's breaches of its obligations, as defined in article III of this contract, are reported to it by the client as soon as they are observed, either directly to the staff on site, or by telephone and confirmed by registered letter with acknowledgment of receipt.*

*The penalties due by the Service Provider in the event of non-compliant services are set as follows:*

- *Lack of maintenance visit: 10% of the contract per visit.*

*All penalties for one year are capped at 10% of the annual amount excluding VAT of the services.*

*These cases constituting the service provider's failure to perform its obligations, are sanctioned under the conditions exclusively set out in the contract, namely, by the application of a fixed penalty as provided for above, - or even by the termination of the contract under the conditions of Article XII.*

*The payment of the penalties by the service provider is liberating and prevents the customer from seeking legal compensation for his damage.*

*Similarly, any request for price reduction on the basis of article 1223 of the Civil Code is excluded.*

*Cases of exemption from penalties:*

*No penalty is due in the following cases:*

- *Delay, interruption, insufficiency or excess not attributable to the Service Provider*
- *Defect or failure of the installations falling under the contractual guarantees or legal responsibilities of the builders or Suppliers of the Customer, other than the Service Provider*
- *Act of the Client or a Third Party making it materially impossible for the Service Provider to perform the Services*
- *Case of force majeure or similar*
- *Event outside the Service Provider*
- *Outside temperature exceptionally lower or higher than the temperature usually observed in the region for the given period according to Météo France*
- *Shutdown of installations in the event of an emergency*
- *Damage affecting the facilities and not attributable to the Service Provider*

## ARTICLE IX - COMPLIANCE WITH APPLICABLE LEGISLATION

*The Service Provider undertakes to perform or have performed (periodic inspection) the services in accordance with the legislation and regulations in force.*

*The service provider undertakes to inform the client of its regulatory obligations.*

*The Customer undertakes that, on the day of signing the contract, the installations comply with the legislation and regulations in force on that date.*

*Failing this, the Service Provider has the option not to begin or to suspend at any time the execution of its own commitments, until the Customer establishes that it has brought the installations into compliance with the legislation and regulations in force.*

*The Customer is solely responsible for bringing the installations into compliance with developments or changes in the relevant regulations.*

*In the event of modification of the legislation, standards or regulations during the term of the contract (including any renewal periods), the same in the event of changes in the activity parameters which would render the installations non-compliant with the regulations or unable to meet the requirements of the regulations, the Customer alone assumes full administrative, civil, criminal, technical and financial responsibility for bringing the installations into conformity or upgrading them.*

*In the context of legislative developments concerning new taxes (not known when the contract was signed), they will be subject to additional invoicing.*

#### **ARTICLE X - EXCLUSIVITY**

*For the duration of the contract and with regard to the Installations, the Customer reserves the exclusive rights of operation to the Service Provider.*

*Consequently, the Client agrees not to perform the services himself or to have the services performed by a third party, except in cases of force majeure which could prevent the Service Provider from intervening.*

*Force majeure: Social movements, strikes including supply of fuel or spare parts, unavailability of refrigerants.*

*In the event of intervention by a third party in the maintenance of the installation without its prior written agreement, the Service Provider's liability shall be waived.*

#### **ARTICLE XI - NON-PAYMENT OF THE CONTRACT**

*Any delay in payment of the invoice by the Client automatically gives rise, from the day after the fixed terms, to late payment interest calculated at the interest rate applied by the European Central Bank to its most recent refinancing operation increased by 10 percentage points, and which cannot, in any case, be less than three times the legal interest rate. This invoice will be increased by 15% for recovery costs.*

*In addition, in accordance with the provisions of Articles L.441-6 and D.441-5 of the French Commercial Code, the Customer is automatically liable to the Service Provider for a lump sum compensation for recovery costs set at forty (40) euros. When the recovery costs incurred exceed the amount of this fixed compensation, the Service Provider may request additional compensation, upon justification.*

*Without prejudice to the preceding stipulations, the Service Provider may, in the event of delay in the payment of invoices by the Client, give formal notice to the latter, by registered letter with acknowledgment of receipt, to have to remedy the situation at the latest within a period fifteen (15) days following receipt of this letter.*

*In the absence of payment by the Client at the end of this period, any compensation by the latter being formally excluded, and independently of the default interest fixed above, the Service Provider may immediately suspend the performance of the services.*

*This suspension will be at the sole risk of the Customer until full payment of all sums due on the date of this payment, principal and interest.*

*Neither the suspension of the services nor the termination of the contract releases the Customer from the obligation to pay the sums due. The resumption of services by the ENTREPRISES PICQUETTE company is coordinated by the full payment of its invoices and related penalties in accordance with the LME law of August 2008.*

*As initial conventional damages, the Service Provider will obtain payment of one semester's fee, without prejudice to the application of its general terms and conditions of sale, which the Customer declares to know and expressly accept.*

*The implementation of the provisions of this article temporarily releases the Service Provider from all the obligations for which it is responsible, without however releasing the Customer from its own obligations.*

*Irrespective of the foregoing, in the event of non-payment at the end of a period of thirty (30) days following the formal notice above, the Service Provider may terminate the contract as of right by sending a second registered letter with acknowledgment of receipt.*

## ARTICLE XII - TERMINATION OF THE CONTRACT

### ■ TERMINATION OF THE CONTRACT BY THE PROVIDER

*In the event of non-payment after formal notice has remained unsuccessful, this contract may be terminated by the Service Provider at the sole fault of the Customer.*

*The Service Provider may also terminate the contract if it is prevented from performing its service by the Client.*

*Finally, this contract may be terminated in the event of unforeseeable circumstances as provided for in article XVI.*

### ■ TERMINATION OF THE CONTRACT BY THE CUSTOMER

*The contract may be terminated by the Customer in the event of non-performance by the Service Provider of its contractual commitments.*

### ■ CONDITIONS AND EFFECTS OF TERMINATION

*Terms of termination:*

*The party wishing to terminate the contract must give formal notice to the other party to comply by registered letter with acknowledgment of receipt.*

*Failing execution within one month, the party wishing to terminate must notify its decision to terminate by registered letter with acknowledgment of receipt.*

*Termination will then take effect after a period of 2 months from receipt of the registered letter by the other party.*

*Effects of termination:*

*The termination of the contract produces its effects for the future. The parties are released from the date of termination.*

### ARTICLE XIII – INSURANCE

*The Service Provider's civil liability is regularly insured. Valid proof of insurance is provided by the Service Provider at the Customer's request.*

*In the event of a claim, the Customer must make a declaration to his insurers. It is up to him to be able to justify causality.*

### ARTICLE XV - ADAPTATION OF THE CONTRACT

*In the event that circumstances unforeseeable at the date of signature of the contract and of a technical, technological, administrative, economic and/or legal or regulatory nature, would evolve in such a way that the conditions for the performance of the contract are significantly modified, for one or other of the parties, in particular on the economic level, the parties will consult under the conditions of this article to jointly determine the means of remedying this prejudicial situation and, if necessary, to provide the contract the necessary modifications, in the same spirit of good faith as that which governed the conclusion of the contract so as to return to a position of balance comparable to that existing at the time of its conclusion.*

*By mutual agreement, the parties intend to set aside the provisions of article 1195 of the Civil Code specifying the legal regime of hardship.*

*Without this list being exhaustive, the following circumstances constitute, each insofar as it is concerned, a reason justifying recourse to the procedure described in this article, since they have an impact on the performance of the services by the provider :*

- *Modification of the installations or their technical characteristics, or addition of new equipment decided by the Customer*
- *If the supply of refrigerant was no longer ensured by the distributors, this could not be attributed to the ENTREPRISES PICQUETTE company.*

*In sum, these clauses aim to ensure that the parties have options to modify or terminate the contract in the event of unforeseen changes or non-compliance with payment terms. They also cover the Service Provider's liability in the event of a claim and how the contract could be adjusted if external circumstances affect its performance.*

### ARTICLE XIV

*If the regulations change and a tax (on fluids or other) was introduced after the date of signature of the contract, it would be added to the contractual agreements. The occurrence of one or more of these cases is notified by one or other of the parties to the other party by registered letter with acknowledgment of receipt.*

*The proposal to adapt the contract is communicated in writing by the Service Provider to the Client within a period agreed between the parties. On this basis, the parties negotiate in good faith in order to reach an agreement on the modifications to be made. In the absence of agreement within two months, the contract may be terminated by either party, without compensation on either side. The use of this clause cannot lead to a suspension of the execution by the parties of their obligations, unless the circumstances make their prosecution impossible.*

### ARTICLE XV - ASSIGNMENT/TRANSFER OF THE CONTRACT



*The rights and obligations of the contract cannot be assigned by either party without the prior written consent of the other party.*

#### **ARTICLE XVI - GENERAL CLAUSES**

*This contract does not exempt the Customer from providing all the care that a reasonable person would take to its installation and from taking all preventive measures in the event of an accident or incident, such as transferring the goods to a room or piece of furniture whose operating conditions remain satisfactory. Whether before the Service Provider was able to intervene or from its intervention, the Customer must inform the Service Provider of any changes to its installation.*

*The conditions of this contract do not bring about any innovation or derogation from the Service Provider's general conditions of sale, which remain applicable in all cases, as long as they are not contrary to these terms.*

*Under no circumstances does this contract modify the initial conditions of the guarantee. The beneficiary of the service acknowledges:*

- Have been informed of the existence of the Service Provider's general conditions,*
- Have received a copy of these terms and conditions, and*
- To have read these general conditions before the conclusion of this contract.*

*The beneficiary of the service accepts the content of these general conditions and their binding nature, in the same way as the other stipulations of this contract, whether they have been negotiated or not.*

#### **ARTICLE XVII - ATTRIBUTION OF JURISDICTION**

*Any disputes that may arise during the interpretation or execution of this contract will fall within the jurisdiction of the courts of Angers, regardless of the payment terms accepted, even in the event of a warranty claim or multiple defendants, and notwithstanding any clause to the contrary. It is agreed that any registration fee, if any, as well as any demand, incurred fee and fine, will be borne by the party who made the registration formality necessary.*