

GENERAL SALES CONDITIONS

Article 1 – Scope of application

Unless otherwise stipulated in the commercial proposal or in the order acknowledgement, the sales of **BROGI S.A.S.** (and its divisions, as well as its commercial brand **FILTER-MASTER®**) are exclusively subject to these general sales conditions, to the exclusion of all other documents such as commercial leaflets, catalogues, documentation issued by BROGI S.A.S., which are only given to provide information and whose value is merely indicative.

Placing a purchase order with BROGI S.A.S. implies unreserved agreement with these general sales conditions, whatever stipulations may appear to the contrary on the Client's purchase order form or on its general purchasing conditions or on any other document issued by the Client.

Article 2 - Purchase orders

2.1. Purchase orders received by BROGI S.A.S. following its technical & commercial proposal are not definitive and do not commit BROGI S.A.S. until BROGI S.A.S. has accepted the purchase order in writing in the form of a purchase order acknowledgement.

2.2. Order Modification / Cancellation

Any request to modify or cancel an order in the course of manufacturing must be sent by email to info@filter-ma.com. For such a request to be valid, it must be acknowledged and expressly accepted by BROGI S.A.S..

In the event of an accepted modification or cancellation, BROGI S.A.S. shall invoice the Customer for the costs incurred, including but not limited to the labor time already performed and the purchase of materials or components made for the execution of the order.

BROGI S.A.S. reserves the right, at its sole discretion, to accept the request (subject to applicable fees) or to reject it, depending on the reasons stated by the Customer.

Article 3 – Drawings – Designs – Quotations

The design and the determination of the Products are subject to a specific request from the Client as well as a specific contract.

BROGI S.A.S. reserves the right to make any modification it deems useful or necessary to design and fabrication in progress.

Drawings, design and quotations produced at the Client's request remain the intellectual property of BROGI S.A.S. and cannot be communicated to third parties, or carried out without prior written authorization from BROGI S.A.S..

The only documents handed over to the Client are prints of layout drawings, general assembly drawings and those required for maintenance, to the exclusion of any other fabrication drawings or engineering document.

The weight, the dimensions and other details on the drawings, engineering documents and quotations as well as on the catalogues and advertising literature are only given as examples and do not call BROGI S.A.S. responsibility into play.

Article 4 – Prices

4.1. The prices featuring in the commercial proposal are valid for one month from the date of issue of the proposal, unless otherwise stipulated.

The prices mentioned in the purchase order confirmation are firm and apply to items ex-works, excluding tax, packaging, and customs duties for exports (unless otherwise stipulated in the purchase order acknowledgement).

4.2. The prices thus determined can be modified at any time in proportion to the price increases of the raw material and of the salaries, as per the formulas usually applicable in such case.

The revision applies for the period starting on the month of issuance of the proposal and ending on the month of payment. Application of this clause cannot give right to cancellation of the purchase order.



Article 5– Invoicing – Payment

An invoice is issued for each delivery. Invoices are payable net and without discount 30 days starting after the last day of the month of issuance of the invoice.

Failure to pay within the above period shall lead to penalties being claimed from the Client; said penalties being equal to an interest rate of one and half times the legal rate of interest on the sums due.

Failure to pay all or part of the price by the end of the stipulated period shall lead to the immediate enforceability of payment of all the sums still owed to BROGI S.A.S. by the Client, even if they have not reached their maturity date and whatever the method of payment considered.

In addition, in the event of non-payment, 48 hours after formal notice to pay sent by registered letter with request for acknowledgment of receipt remained unsuccessful, BROGI S.A.S. will have the option of terminating the sale and/or all orders in progress and request the return of the Products already delivered. In the event of termination of the sale, the sums already paid to BROGI S.A.S. will remain acquired by way of compensation.

Possible claims shall not dispense the Client from paying each invoice on its maturity date; likewise for any delay in the shipment, assembly and start-up of materials not imputable to BROGI S.A.S..

In the case of sale, transfer, pledging, contribution as goodwill to equity capital or any other modification relating to the Client's legal structure, BROGI S.A.S. may be entitled to demand the immediate payment of outstanding sums owed by the Client, including invoices that have not yet reached their maturity date.

Article 6 - Delivery – Procedures– Lead times

Unless otherwise stipulated, delivery is made by handing the Products directly to the Client, in their place of fabrication. The delivery lead-times indicated on our commercial proposal are only given as indications. Delivery lead-times are always "Ex-Works".

BROGI S.A.S. is in no way responsible for transport delays even if the delivery of the product to Client site or premises is part of BROGI S.A.S. scope of works.

BROGI S.A.S. does not accept late delivery penalties.

BROGI S.A.S. obligation to deliver shall be suspended in the case of "Force Majeure" such as war, riot, fire, strike, natural disaster, terrorism, this list being non-exhaustive.

By express agreement, the obligation to deliver shall be suspended under the same conditions if BROGI S.A.S. finds it impossible to obtain supplies.

Article 7 – Transfer of risks - Transport

7.1. The Products are sold ex-works (FCA - Incoterms® 2020) unless otherwise specified in the purchase order acknowledgement. Products are transported under the responsibility of the Client, notwithstanding the "Reservation of Property" (article 9 hereafter), and regardless the conditions on the payment of the transportation cost. Even when the erection and assembly of the Products on the site of the Client are in BROGI S.A.S. scope of works, the risks are transferred to the Client the moment the Products leave their location of fabrication.

7.2. The costs of transportation and insurance (as well as potential custom and/or import taxes) are to charged to the Client. Transportation is done by the transport company specified on the order acknowledgement or, when not specified, by a company selected by BROGI S.A.S..

7.3. The Client is responsible for transmitting any observations and reserves to the transporters in the case of loss or damage during transport, by registered letter with acknowledgement of receipt, or by notification by a bailiff within three days counting from the reception of the items (article L 133-3 of the New Code of Commercial Practice).

Article 8 – Guarantee

8.1. Besides the legal guarantee related to hidden defects, BROGI S.A.S. guarantees the conformity of the Products with the contractual documents listed in the purchase order acknowledgement.



The guarantee is enforceable according to case:

- For static parts, for twelve (12) months counting from their installation on site if the installation is conducted by BROGI S.A.S.; or counting from the notice of readiness Ex-Works (EXW - Incoterms® 2020) of the equipment if BROGI S.A.S. is not involved in their installation on site
- For moving parts, for six (6) months counting from the notice of readiness Ex-Works (EXW - Incoterms® 2020) of the equipment
- For completed engine or partly completed engine (quasi-machine), for 12 months counting from the signature by the Client and BROGI S.A.S. of a commissioning certificate, or if such a document is not requested, counting from the first operation of the plant by the Client. In all case, the guarantee will not exceed 18 months counting from the notice of readiness Ex-Works (EXW - Incoterms® 2020) of the Products, unless otherwise stipulated in the order acknowledgement.

If, during the guarantee period, the Client disputes the Products' characteristics and performances in comparison to the contractual documents listed in the purchase order acknowledgement, it can request that BROGI S.A.S. checks the characteristics and performances of the installation (if the operation is feasible).

In case of the conformity of the characteristics and performances with the specifications the Client shall pay for all the expenses incurred by BROGI S.A.S..

In case of conflict on the validity of the checks conducted by BROGI S.A.S., the Client and BROGI S.A.S. will have the checks conducted by a third party. All costs incurred will be charged to the party finally recognized as faulty.

The guarantee consists in the replacement free of charge, in the same quantities, of parts acknowledged as not in conformity by BROGI S.A.S. to the exclusion of any compensation, damages and interest. Whatever the case, BROGI S.A.S. in no way guarantees against indirect damage and intangible damage (especially losses of production) of whatever nature that could be caused by the Products delivered.

Calling the guarantee into force does not imply any extension of the guarantee period.

The electrical equipment is guaranteed according to the general conditions of sale of the Supplier of the equipment, the supplier being directly responsible to the Customer.

8.2. Guarantee exclusions:

The guarantee cannot be called into force for the following cases:

- If the non-conformity is caused by materials or accessories imposed or supplied by the Client
- If the non-conformity results from deterioration due to negligence or conditions of use not complied with
- In the case of use by the Client or any other person, of engineering documents, quotations and drawings produced by BROGI S.A.S., without its authorization
- In the case of uses other than those for which the equipment was designed and/or fabricated for
- In the case of modification made by the Client to the installation or parts or in the case where the Client starts up the installation without the presence of BROGI S.A.S..
- In the case of modification made by the Client to the installation or parts or in the case where the Client starts up the installation without the presence of BROGI S.A.S..

Article 9 – Communication and advertising:

By accepting these general conditions, the customer consents to the Products sold being photographed and filmed during manufacture. It authorizes BROGI S.A.S. to use the photographs and videos taken for its external communication (post social networks, articles on the website, commercial catalogs, etc.). This, unless otherwise provided at the request of the customer.

BROGI S.A.S. reserves the right to communicate on the services provided on behalf of its customers and to quote them in the list of its commercial references. To this end, BROGI S.A.S. may use its client's commercial logo on its own website and commercial catalogues. This, unless otherwise provided at the request of the customer.

Article 10 – Reservation of ownership

THE TRANSFER OF OWNERSHIP OVER THE PRODUCTS AND/OR ENGINES IS SUBJECT TO THE FULL PAYMENT OF THE PRICE ON THE DUE DATE BY THE CLIENT OR ON ANY LATER DUE DATE DECIDED IN THE CASE OF DEFERRING THE DUE DATE.

PAYMENT SHALL BE CONSIDERED AS HAVING TAKEN PLACE WHEN THE PRICE IS EFFECTIVELY CASHED.



Article 11 – Applicable law – Competent jurisdiction

Sales concluded with BROGI S.A.S. are subject to French law, to the exclusion of the Vienna Convention on international trade.

In the event of a dispute arising between BROGI S.A.S. and the client, the research for an amicable solution will be preferred.

In the event of a complaint, please contact us in writing at the following email address: info@filter-ma.com

UNLESS STIPULATED TO THE CONTRARY IN THE PURCHASE ORDER CONFIRMATION, ANY DISPUTE ARISING BETWEEN THE PARTIES RELATING TO THE INTERPRETATION AND/OR THE EXECUTION AND/OR THE TERMINATION OF THE CONTRACT SHALL BE SUBMITTED TO THE COMMERCIAL COURT OF CHAMBERY (FRANCE DEPT.73) , EVEN IN THE CASE OF INTRODUCTION OF THIRD PARTIES OR SEVERAL DEFENDANTS.

The client acknowledges having read these general conditions of sale and declares to accept them without reservation by placing the order.