

# GENERAL CONDITIONS OF SALE AND SERVICES

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## **I - ORDERS - SCOPE**

Any order implies strict adherence by the customer to these general conditions of sale and services, which shall prevail notwithstanding anything inconsistent therewith or contrary thereto in customer's order, customer's general purchasing conditions or any other document issued by customer unless otherwise previously agreed by NTN Europe of which the customer has been notified in writing.

## **II - DISPATCH OF PRODUCTS**

The products are sold from NTN Europe selected sites, loaded into the means of transportation made available by the customer pursuant to Incoterm "FCA Seller's premises" (as this term is defined in the Incoterms 2020). Consequently, the delivery is deemed to be effective and the transfer of risks to the customer occurs when the products (cleared for export) are loaded into the means of transportation made available by the customer. It is therefore the responsibility of the customer or recipient to take any action against the transporters and the insurers from the moment they receive the products under the above conditions. No exception may be made to this rule, unless expressly agreed upon by NTN Europe and the customer.

## **III - DELIVERY DATES - QUANTITIES DELIVERED**

Delivery dates quoted on order acknowledgements are given as an indication only and are in no way a firm commitment on the part of NTN Europe to deliver by a certain date. Consequently, no recourse may be brought against NTN Europe due to late delivery and no order may be cancelled due to the same. Late delivery may neither allow to claim damages against NTN Europe due to disputes arising between the customer and its own customers. Moreover, NTN Europe reserves the right not to deliver or to deliver only a part of the products ordered if forced to do so by virtue of force majeure as defined in clause IX. For products or parts of products which have to be specially made, the quantities delivered may be 10% more or less than the quantities ordered.

## **IV - PRICE**

Except when specifically agreed by NTN Europe and the customer, prices exclude all types of expenses and costs, such as packaging costs, transport and insurance costs, customs duties, taxes and fiscal and fiscal-related charges, in particular V.A.T. Unless otherwise stipulated, the prices in NTN Europe proposals are firm. However, NTN Europe reserves the right to revise these prices due to economic and monetary fluctuations, variations in raw material costs, and any unforeseeable circumstances that may occur between the placing of the order and its fulfilment. The customer expressly agrees to waive any claims based on such unforeseeable events. The prices quoted and acknowledged by NTN Europe are valid for the quantity ordered, and should the quantity be altered, NTN Europe reserves the right to modify the unit prices accordingly. Unless otherwise agreed, these proposals are valid for a one-month period as of their offering.

## **V - CONDITIONS OF PAYMENT - DELAY IN PAYMENT OR DEFAULT**

Except when otherwise stipulated in acknowledgments of receipt or invoices of NTN Europe, all invoices are payable net without discount to Annecy, within 30 days of the invoice issue date. Any complaints concerning the fulfilment of any order do not entitle the customer to withhold any payment when due. Any delay in payment shall give rise, automatically and without formal notice, to the imposition of late payment penalties at the rate of fifteen percent (15%) of the amount incl. VAT indicated on the invoice (this rate however shall not be lower than the minimum laid down by the relevant legal provisions) and fixed compensation for recovery costs of forty (40) euros or any other amount laid down by the relevant legal provisions. In addition, default of payment within the prescribed time and terms will immediately lead to the lawful termination of the remaining terms, and will, consequently, demand total payment of the outstanding debt without written notice or



recourse to law, with the application of delay penalties and fixed compensation for recovery costs in the terms specified above.

Default of payment within the agreed terms and time authorizes NTN Europe to stop further deliveries and cancel all or part of the order(s).

## **VI - PROPERTY RESERVE CLAUSE**

**NTN Europe reserves the property of products delivered to its customers until effective payment of their whole price in principal and accessories.**

In case of total or partial non-payment of the price when due, whatever the cause, NTN EUROPE reserves the right to resume physical possession of the products without notice at the customer's expense and risks. In this case, the customer undertakes, in particular, to actively participate to the establishment of an inventory of the products.

The customer undertakes to inform its business partners of the existence of the present property reserve clause. NTN Europe can resume the unpaid products in the hands of every third party buyer or require from them the direct payment of their price. In the hypothesis where products would have been sold to a bona fide third party, the right of claiming of NTN Europe will apply first and foremost to the price received by its customer. In case of incorporation of products, the right of NTN Europe will apply, in proportion to their value, on the product into which they are incorporated, either toward the customer, or toward the third party buyer.

Notwithstanding any provision to the contrary, the products shall not be seized, pledged or their property shall not be transferred to a third party as a guarantee.

The previous provisions are without prejudice to the transfer of the risks to the customer as of the delivery of products. The customer undertakes to take all measures deemed suitable to preserve the products under its care, custody and control and in particular to take out adequate insurance cover, it being agreed that this latter could in no way imply any limitation of liability of the customer.

In case of export sale, the customer will have to, if necessary, carry out at his expenses, any formality which would be required, in the country of the products' delivery, for the enforcement of the present property reserve clause.

## **VII - DESCRIPTION AND SPECIFICATION**

Descriptions of the products and services including specifications in catalogues, price lists and publicity brochures only present the general nature of the products and services described. NTN Europe reserves the right to modify the products and services without prior notice.

## **VIII - WARRANTY**

Products are warranted to be free from manufacturing and material defects that render them unfit for their normal use. The warranty is strictly limited to reimbursement or replacement of products accepted as defective under the following conditions:

- Claims concerning quantity, weight, dimensions or visible defects may be received within eight (8) days for national sales or three (3) months in case of export sales, as of receipt by the customer or on its behalf. Failure to submit a claim within the said times will be construed as the customer's acceptance of the products.
- NTN Europe warrants the delivered products against all non-visible manufacturing and material defects, including all latent defects that render them unfit for their normal use, for a period of twelve (12) months from their delivery date in compliance with clause II above, provided that the products have not been modified or altered before or during their use by the customer.

The free replacement or the reimbursement can be granted only after examination, by NTN Europe, of the products concerned, which shall be sent to it carriage and packing paid. Expenses and risks of return will be chargeable to the customer.

Any deterioration or defect resulting from normal wear and tear, inappropriate storage, accident, negligence or misuse (in particular defective maintenance, unfit lubricant, overload, improper assembly, etc.) is excluded from the warranty.

Products accepted as defective by NTN Europe, will, at NTN Europe choice, either be replaced, or the invoice value reimbursed, in part or in total.

NTN Europe will under no circumstances be liable or responsible for any loss of profit or other direct or indirect damages.

## **IX - FORCE MAJEURE**

NTN Europe shall not be liable for any failure to perform any of its obligations where such failure is a result of a Force Majeure event, in particular but not limited to: natural disasters, storms, floods, frost, fires, supply difficulties



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or disruptions, strikes or other labour conflict, epidemics, pandemics, communication or traffic channels dysfunction or interruption, regulations of government authorities prohibiting the convertibility or transfer of foreign currencies, the import, export or sale of the products or any delay in connection with cargo security requirements or with obtaining the necessary administrative authorizations in due time.

#### **X - INTELLECTUAL PROPERTY - CONFIDENTIALITY**

NTN Europe will retain title to the intellectual property of the projects, studies, drawings, models, objects and generally any technical documents that it produces or which are produced on its behalf. They may not be reproduced, disclosed or used without its prior written agreement.

The customer agrees not to use the said documents in a manner that could infringe the industrial or intellectual property rights of NTN Europe. The customer shall keep confidential the written or oral information of NTN Europe which is disclosed directly or indirectly, even after the termination of their contractual relationship.

#### **XI - TOOLS, MOULDS, SPECIFIC EQUIPMENTS, PROTOTYPES**

Any contribution by the customer to the costs of making the tooling (tools, moulds, etc.) will not be construed as transferring any rights or ownership of the tooling to the customer, unless otherwise agreed.

#### **XII - EXPORT CONTROLS**

NTN Europe and the customer shall comply with applicable export control laws and regulations, including French, European and international legislation, and agree to take all necessary steps to allow the other party to comply with such laws and regulations that could prohibit or prevent the products from being distributed.

In particular, the customer:

- Agrees to strictly comply with the applicable export control rules.
- Agrees not to sell or use NTN Europe products to the benefit of a third party inscribed on international sanctions lists, particularly those issued by the United Nations and/or European Union and/or United States Department of the Treasury.
- Agrees not to sell or use NTN Europe products for a sector/purpose that is subject to restrictive measures such as specified on international sanctions lists, particularly those issued by the United Nations and/or European Union and/or United States Department of the Treasury.
- Acknowledges that the sale of products may be subject to export licenses and agrees that NTN Europe may not be held liable if the governmental authorities fail to issue or renew such licenses.

The customer will indemnify NTN Europe for any consequences arising from claims brought against NTN Europe by the export control authorities based on all or part of the products and/or services supplied hereunder.

#### **XIII - ETHICS**

The customer shall not offer to NTN Europe employees, and NTN Europe employees will not accept or seek any gift, favour, hospitality or any other benefit for themselves or anyone else, from the customer with which the employees have (or have had) business relations, which is likely to influence (or appear to influence) their ability to perform their duties in an impartial manner or constitute (or appear to constitute) a reward as part of their activities.

Generally, the customer agrees not to participate in any action that is likely to be considered to constitute or have the appearance of constituting unlawful solicitation, fraud, active or passive bribery, or business practices deemed to be unethical or contrary to applicable legislation.

#### **XIV - PERSONAL DATA PROTECTION**

NTN Europe and the customer may be required to collect personal data.

NTN Europe and the customer agree to comply with applicable laws and regulations governing the processing of personal data, particularly Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR), which has been in force since 25 May 2018.

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risks for the rights and freedoms of natural persons, NTN Europe and the customer



agree to implement appropriate technical and organisational measures to ensure a sufficient level of security and confidentiality for the data processed.

In addition, data subjects shall have the right of access, right to rectification, right to erasure and right to data portability in respect of their personal data. They may also withdraw their consent, object to the processing of their data (or exercise their right to restriction of processing) or define what should happen to their data after their death. Where NTN Europe is the controller of such personal data, data subjects may exercise their rights by sending a written request to: [dpo@ntn-snr.com](mailto:dpo@ntn-snr.com) - NTN Europe, 1 Rue des Usines, 74010 Annecy Cedex, France.

Data subjects can also lodge a complaint with the supervisory authority in their country of residence ([https://edpb.europa.eu/about-edpb/about-edpb/members\\_en](https://edpb.europa.eu/about-edpb/about-edpb/members_en)). In case of France, data subjects can contact CNIL, the data protection authority, at TSA 80715, 3 PL de Fontenoy, 75007 Paris.

## **XV - LEGAL DISPUTES**

NTN Europe and the customer shall seek to amicably settle their dispute.

**In case of failure to find an amicable settlement, any dispute arising from the interpretation of or action according to these general conditions of sale and services, and/or any order, even in the case of incidental request or involving several parties, shall be governed by and construed in accordance with the French law and shall be exclusively subject to the jurisdiction of the Courts of Annecy, France.**

The previous provisions are applicable to the international sales.

**When the contract contains an element of foreign origin, the United Nations Convention on Contract for the International Sale of Goods of 1980 (Wien) will also apply.**

Any document of the customer drafted in another language than the French language will not be opposable, except express agreement of NTN Europe on this opposability. In case of discrepancy between a French language version and a version in another language, the French version shall prevail

## **XVI - DIVISIBILITY**

If any provision of the present general conditions is or becomes invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the enforceability of the remaining provisions of the present general conditions which will stay completely in force.

## **XVII - UNIQUE IDENTIFIER (IDU)**

In pursuance of the provisions of the French Environmental Code, ADEME (Environmental and Energy Management Agency) has assigned the following unique identifiers to NTN Europe:

⇒ WEEE:	IDU FR006163_05KJGT
⇒ Batteries and accumulators:	IDU FR006163_06X2ZP
⇒ Paper:	IDU FR232330_03TLYK
⇒ Oils and fats:	IDU FR232330_17PJRI

These identifiers confirm that NTN Europe has fulfilled its obligation to register on the list of producers of the aforementioned product categories and its obligation to issue marketing declarations to the approved eco-organisations for each of the said product categories.

**STAMP OF THE CUSTOMER**

**SIGNATURE**

**DATE**



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