



## **GENERAL TERMS AND CONDITIONS OF SALE FOR SAS ADIAL PRODUCTS NOT COVERED BY SUBSCRIPTION CONTRACTS**

### **ARTICLE 1: Scope of application**

All orders for products and services imply the buyer's unreserved acceptance of and full compliance with these General Terms and Conditions of Sale, which shall prevail over any other document from the buyer, and in particular over any general terms and conditions of purchase, unless expressly agreed otherwise by SAS ADIAL. All documents other than these General Terms and Conditions of Sale, in particular catalogs, prospectuses, advertisements and notices, are for information purposes only and are non-contractual. These General Terms and Conditions of Sale are communicated to any buyer who requests them in order to enable the latter to place an order with SAS ADIAL. SAS ADIAL reserves the right to derogate from certain clauses of this contract, depending on the negotiations conducted with the buyer, by drawing up special conditions of sale.

### **ARTICLE 2: Order**

All orders are only valid once SAS ADIAL has received the client's express written acceptance of the order. By order, we mean any order for our products listed in our price list and accepted by SAS ADIAL accompanied by payment of a deposit of at least 20% of the total amount of the order, excluding taxes. Orders for customized equipment that cannot be resold as is, spare parts or customized services will be subject to a higher deposit, specified to the client. Orders sent to SAS ADIAL are therefore irrevocable for the client, unless accepted in writing by SAS ADIAL.

The client is responsible for all administrative formalities and authorizations required for setting up and running the business, in particular any building permits or declarations of works required, as well as brand license or franchise authorizations, in particular for those of the NeoADIAL group. An ADIAL order does not give the right to operate a franchise or license offered by companies in the same group, such as Gang of Pizza, Cantine Easy, Tacos du Gang, Burger du Gang.

Any request to modify the composition or volume of an order placed by a client can only be taken into account with the agreement of SAS ADIAL and if the request is made in writing, including email, and is received by SAS ADIAL no later than 8 days after receipt of the initial order. In the event of modification of the order by the client, SAS ADIAL will be released from the deadlines agreed for its performance. Any lead times included in an order are only accepted by SAS ADIAL and are only binding under the following conditions: compliance by the client with the terms of payment and advance payments, timely supply of technical specifications, absence of delays in studies or preparatory work, absence of force majeure, social, political, economic or technical events hindering the operation of our factories or their supply of components, energy or raw materials. Adial reserves the right to cancel any order that is more than 3 months old and has not been fulfilled.

### **ARTICLE 3: Price**

Sales prices are the prices excluding taxes shown on the SAS ADIAL quotation in force on the day the order is received. SAS ADIAL's prices include material taken from their warehouses, excluding special packaging. In the event that the client refuses the equipment or service, SAS ADIAL shall be entitled to retain the deposit(s) paid as cancellation indemnity - unless SAS ADIAL requests a higher sum if the deposit(s) paid do not cover the amount of their loss. In the event of non-payment in full of an invoice that has fallen due, after formal notice has remained without effect for 48 hours, SAS ADIAL reserves the right to suspend all current or future services.

### **ARTICLE 4: Provision - Transport - Delivery**

The provision of equipment and consumables by SAS ADIAL is carried out with INCOTERM CCI 2020 EXW Lisieux loaded (14100), France, unless otherwise agreed. Delivery will be presumed to have taken place at the time of its availability for collection by the buyer's carrier at the Lisieux factory. Availability and delivery times are given as an indication only. Any delay, whatever the cause, will not result in the cancellation of the sale, nor will it give rise to any penalty or compensation. The transfer of ownership will only take place after full payment of the price by the buyer, regardless of the date of availability or delivery. The transfer of risk, loss and deterioration of the supplier's products shall be deemed to have taken place as soon as the products are made available to the buyer. Consequently, the buyer undertakes to insure the products at their own expense against the risk of loss and deterioration due to unforeseen circumstances by an insurance policy chosen by the buyer. It is the client's responsibility, in any event, to make all necessary reservations with the carrier in the event of damage to or shortage of goods made available. Any product that has not been the subject of reservations by registered letter with acknowledgement of receipt within three days of receipt from the carrier - in accordance with Article L 133-3 of the French Commercial Code, a copy of which will be sent simultaneously to SAS ADIAL - will be deemed to have been accepted by the client. It is the buyer's responsibility to provide proof of any defects or shortages. No goods may be returned by the client without the express prior written agreement of SAS ADIAL, obtained in particular by email. SAS ADIAL will only be responsible for return shipping costs in the event that an apparent defect or missing items are actually noted by SAS ADIAL or their representative. When, after inspection, an apparent defect or shortage is found by SAS ADIAL or their agent, the client may only request SAS ADIAL to replace the non-conforming items and to make up for the shortages at the client's expense, without the client being entitled to claim any compensation or to cancel the order vis-à-vis SAS ADIAL. Unconditional acceptance of the products ordered by the client covers any visible defects or missing items. Any reservations must be confirmed in accordance with the above conditions. Complaints made by the buyer in accordance with the terms and conditions described in this article do not suspend payment by the client for the goods concerned. SAS ADIAL cannot be held responsible for destruction, damage, loss or theft during transport, even if they have chosen the carrier.

### **ARTICLE 5: Terms of payment**

These are set out in the client's purchase order or contract with SAS ADIAL. Failing this, the balance of the invoice must be paid when the equipment is made available. Any order, as defined above, will give rise to the payment of a deposit or deposits according to the purchase order or contract. If the price is not paid in full by the down-payment, the balance of the price will be payable on the day of availability.

### **ARTICLE 6: Late payment**

In the event of non-payment by the client on the due date of the invoices, the remaining sums due will automatically be increased by a penalty calculated in accordance with the provisions of French law and at the interest rate corresponding to the semi-annual key rate (refinancing rate or Refi) of the European Central Bank (ECB), in force on January 1st or July 1st, increased by 10 points. The starting point for calculating said penalties shall be the day following the date on which the invoices are due. These penalties are payable automatically, without prior notice, and will be automatically debited from the client's account. SAS ADIAL reserves the right to refer the matter to the competent court in order to put an end to this non-performance, with a request for a daily penalty per day of delay. In addition, any delay in payment will give rise to a fixed indemnity for collection costs of €40 in accordance with the provisions of the Law of May 15, 2001 (Law No. 2001, number 420 of



15/5/2001 & Law No. 2005/882 of 2/8/2005). SAS ADIAL may also ask the buyer for additional compensation if the collection costs actually incurred exceed this amount, on presentation of supporting documents. Lastly, SAS ADIAL also reserves the right to suspend or cancel, at their discretion, any orders in progress, any type of subscription and any service in progress, including in the context of the warranty for equipment previously purchased. All advance payments are non-refundable. SAS ADIAL may automatically demand the return of materials already delivered, without the need for any legal action whatsoever.

#### **ARTICLE 7: Reservation of ownership**

The transfer of ownership of the products is suspended until full payment of the price of the products by the client, in principal and accessories, even if payment terms have been granted. Any clause to the contrary, in particular in the general terms and conditions of purchase, is deemed unwritten, in accordance with Article L. 624-16 of the French Commercial Code. By express agreement, SAS ADIAL may exercise the rights they hold under this retention of title clause, for any of their receivables, on all their products in the client's possession, the latter being conventionally presumed to be those unpaid, and SAS ADIAL may take them back or claim them as compensation for all their unpaid invoices, without prejudice to their right to cancel sales in progress. The client may only resell unpaid products in the normal course of business, and may under no circumstances pledge or grant a security interest in unpaid inventory. In the event of non-payment, the client is prohibited from reselling these stocks up to the quantity of unpaid products.

#### **ARTICLE 8: Contractual warranty**

New vending machines are supplied with a contractual warranty period of twelve months from the date of availability. Consumables for immediate use have no warranty period.

The warranty covers non-conformity of the products with the order and any hidden defect resulting from a material, design or manufacturing fault affecting the said products and rendering them unfit for use. Under these conditions SAS ADIAL will deliver new products or new parts under warranty to replace the defective products or parts.

Products must be checked by the client upon reception. It is the client's responsibility to check that sales made by the vending machine result in a credit of the same amount to their bank account. Adial cannot be held responsible in the event of parameter errors or other incidents in the banking flow.

In the event of apparent defects, we will deliver the defective parts to the local operator or distributor for replacement. The client must provide SAS ADIAL with proof of any defects observed, including photos or short videos. Adial may require the return of defective products or parts and thus reserves the right to verify the alleged defects. The client must notify us in writing of any defects existing at the time of delivery and revealed after reception of the products, within three days of the date on which the client discovered the lack of conformity. No denunciation will be taken into account if it intervenes more than three clear days as from the reception of the products. No action for non-conformity may be brought by the client more than twenty days after reception of the products. It is expressly agreed by the client's acceptance of these General Terms and Conditions of Sale that after the expiry of this period, the client may not invoke the non-conformity of the products, nor raise this as a counterclaim to defend themselves in an action for debt recovery brought by SAS ADIAL. If these conditions are not followed, SAS ADIAL cannot be held liable to the client for any hidden defect. Defects and deterioration of the products delivered as a result of abnormal storage and/or conservation conditions at the client's premises, in particular in the event of an accident of any kind whatsoever, will not entitle the client to the warranty owed by SAS ADIAL. Under the warranty for hidden defects, SAS ADIAL will only be obliged to replace defective goods free of charge, without the client being able to claim damages for any reason whatsoever. As SAS ADIAL's clients are professionals, a hidden defect is defined as a manufacturing fault in the product which renders it unfit for its intended use and which could not have been detected by the buyer prior to its use. A design fault cannot be considered a hidden defect, and clients are deemed to have received all technical information relating to the product distributed.

#### **ARTICLE 9: Non-application of the warranty**

SAS ADIAL warrant their products in accordance with the law, custom and jurisprudence, and under the following conditions: the warranty only applies to products that have become the property of the buyer; it only applies to products entirely manufactured by SAS ADIAL; it is excluded when our products have been used in conditions of use or performance not foreseen.

In the event of non-payment, whatever the product purchased by the client, ADIAL reserves the right to suspend the warranty on products previously purchased by the client.

The warranty does not cover damage or wear resulting from adaptation or special, abnormal or non-standard assembly of its products, unless this has been carried out under its supervision. The warranty is limited to the delivery of new parts. Parts are deemed to have been used by clients within one month of being made available. In all cases, clients must provide proof of the date of commencement of use. The contractual warranty automatically expires in case of change of ownership or at the end of the twelve-month period for "PIZZADOOR vending machine" products and for all other products, including "vending machines". The warranty automatically ceases if the client does not notify SAS ADIAL of the alleged defect within twenty clear days of its discovery. The onus is on them to prove the day of discovery. By way of example, the above-mentioned warranty does not cover work or repairs due to deterioration resulting from:

- moving of the equipment, negligence, misuse, vandalism and, in general, any use that does not comply with specifications,
- any intervention by a person outside SAS ADIAL who has not been trained or appointed by it,
- natural disasters or any accident caused by something external to the equipment (water damage, fire, impact, etc.)
- the use of inappropriate electrical current or any other cause producing the same effects,
- the use of consumables not supplied or approved by SAS ADIAL,
- any modification to the configuration of the equipment, and any computer modifications to software and hardware.

Any replacement necessitated by the above-mentioned deterioration will be invoiced at the SAS ADIAL rate in force at the time of the quotation request. If the distributor's operating atmosphere is above 35°C and below 0°C, the distributor's warranty and that of its cooling unit will be void. Any blocking of access is a cause for non-application of the warranty. It is the client's responsibility to take the necessary precautions to back up data and software before the technician's intervention or any standard exchange, and to restore them after the said intervention or standard exchange.

The client acknowledges having been informed in detail of all the technical characteristics of the equipment received. The client acknowledges to have been informed of the need to comply with current regulations when using their equipment. SAS ADIAL cannot be held responsible for the penetration of pests, insects or rodents inside the equipment or the structure housing the equipment. The client acknowledges to have been informed of the need to comply with HACCP standards in the operation of their equipment, which implies the implementation of a pest control plan. SAS ADIAL cannot be held responsible for any misuse by the client and/or any use that does not comply with the legal obligations



imposed on the client's activity. SAS ADIAL may not be held liable for any financial or commercial loss (including that which may result from loss of data) or any loss of profit, suffered by the client, its employees or by any third party and caused directly or indirectly by the use or operation of the equipment, which is the subject of this contract, even if SAS ADIAL had been informed of the possibility of such damage.

**ARTICLE 10: Force majeure**

Force majeure or fortuitous events are events beyond the control of the parties, which they could not reasonably be expected to foresee, and which they could not reasonably avoid or overcome, insofar as their occurrence renders performance of the obligations totally impossible. In particular, the following are considered to be cases of force majeure or fortuitous events which relieve SAS ADIAL of its obligation to deliver within the initially agreed delivery times strikes by all or part of SAS ADIAL's staff or its usual carriers, fire, flood, war, production stoppages due to unforeseen breakdowns, inability to obtain supplies of raw materials, epidemics, thaw barriers, roadblocks, EDF-GDF (France utility service) strike or supply disruption, or supply disruption for a reason not attributable to SAS ADIAL, as well as any other cause of supply disruption not attributable to other suppliers. In such circumstances, SAS ADIAL will notify the client in writing, in particular by email, within 24 hours of the date of occurrence of the events, the contract binding SAS ADIAL and the client then being suspended ipso jure without compensation, from the date of occurrence of the event. If the event lasts more than thirty (30) days from the date of its occurrence, the sales contract concluded by SAS ADIAL and its client may be terminated by the most diligent party, without either party being entitled to claim damages. This termination will take effect on the date of first presentation of the registered letter with acknowledgement of receipt denouncing the said sales contract.

**ARTICLE 11: After-sales service conditions**

Technical maintenance operations are carried out by the client or its technician, previously trained by SAS ADIAL. If consumables not supplied and approved by SAS ADIAL are used, SAS ADIAL cannot be held responsible for defects and will no longer provide manufacturer assistance or maintenance. SAS ADIAL must also be able to access the site remotely at any time to carry out maintenance operations, file copies and program updates. This access may be refused by the client or rendered unusable by a malfunctioning Internet connection. In this case, SAS ADIAL cannot be held responsible for malfunctions or access problems and will no longer provide software maintenance.

**ARTICLE 12: Machine or equipment recycling (*mainland France, Corsica and overseas departments and regions of France only*)**

SAS ADIAL has joined the eco-organization ECOSYSTEM for the collection and recycling of Electrical and Electronic Equipment from its distributors. At the end of the machine's life, the owner must consult ECOSYSTEM in order to organize the removal of its equipment according to the procedure in force: [www.ecosystem.eco](http://www.ecosystem.eco)

**ARTICLE 13: Jurisdiction**

SAS ADIAL elects domicile at: LISIEUX 14100, 148 Route de Cormeilles. Any dispute concerning the application of these General Terms and Conditions of Sale and their interpretation, their performance and the sales contracts entered into by SAS ADIAL, or the payment of the price, shall be brought before the LISIEUX Commercial Court, regardless of the place of order, delivery, payment and method of payment, and even in the event of a warranty claim or multiple defendants, whether it concerns an action on the merits or a summary procedure or a principal or incidental claim. In addition, in the event of legal action or any other action to recover debts by SAS ADIAL, the costs of summons, court costs, as well as lawyer's and bailiff's fees, and all ancillary costs will be borne by the client, as well as costs related to or arising from the client's failure to comply with the terms of payment, provision or delivery of the order in question.

**ARTICLE 14: Waiver**

SAS ADIAL's failure to invoke any of the clauses herein at a given time shall not constitute a waiver of its right to invoke the same clauses at a later date.

**ARTICLE 15: Applicable law**

Any question relating to these General Terms and Conditions of Sale and to the sales governed by them, which is not dealt with by these contractual stipulations, shall be governed by French law to the exclusion of any other law, and, by way of supplement, by the Vienna Convention for the International Sale of Goods.

**ARTICLE 16: Buyer's acceptance**

These General Terms and Conditions of Sale are expressly approved and accepted by the buyer, who declares and acknowledges full knowledge thereof, and hereby waives the right to invoke any contradictory document, in particular its own terms and conditions of purchase.

**ARTICLE 17: Applicable language**

In the event of translation of all or part of the CONTRACT, it is expressly agreed that only the French version shall be deemed authentic in the event of difficulty of interpretation.