

General Terms & Conditions of Sale

<https://www.sagegse.com/terms-conditions/>

Purpose: These General Terms and Conditions of Sale ("GTC") govern the relationship between the Seller and the Customer, whenever Products, and/or Services are sold to the Customer by the Seller. The placement by the Customer of a purchase order with the Seller (whether by email, via eSage or otherwise) implies the express acceptance of these GTC, which the Customer acknowledges having read and understood. The Customer acknowledges having accepted them without reserves or limitations. Any special or general clause, contrary to or different to these GTC, set forth in the special or general conditions of any document presented by the Customer, and, in particular, in the Customer's general terms and conditions of purchase (or similar document), if any, shall not be binding on the Seller, unless accepted in writing by the Seller. In the event of any discrepancies between these GTC and any Seller's specific terms, as set out in an offer, quotation or any similar document, the provisions of such specific terms shall prevail over these GTC. **Definitions.** As used in these General Terms and Conditions of Sale: (i) the terms "Seller" means Sage Parts Plus, Inc, Sage Parts International SAS, Sage Parts Asia Limited or any of the Affiliates of the Sage Parts Group selling a Product under these General Terms and Conditions of Sale; (ii) the term "Affiliate" shall mean in relation to any of the Parties, any entity (including corporation, limited liability companies and other form of companies) controlling, controlled by or under common control with such Party and, for purposes of this definition, "control" (including "controlled by" and "under common control with") means the power, directly or indirectly, to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract or otherwise; (iii) the term "Product(s)" shall mean the parts, components, goods, products and other tangible property from time to time sold or offered for sale by Seller; (iv) the term "Service(s)" shall mean any services rendered by the Seller in connection with the Products; (v) the term "Customer" shall mean the company to whom such Products or Services is sold or offered; and (vi) the term "eSage" shall mean Sage's online portal for sales that the Customer may use. Seller and Customer may be, hereinafter referred to as, individually, as "Party" or, collectively, as "Parties".

Prices. All prices are in the currency specified in the invoice sent by the Seller. All prices offered are net prices with trade discounts included, if any, already deducted. Prices quoted are valid up to 30 (thirty) days unless differently specified in an offer, quote or any similar document sent by the Seller.

Payment Terms. All payments shall be without offset, back charge, retention or withholding of any kind. All invoices shall be payable within terms stated on the invoice. Any amounts not paid when due will be subject to interest at the rate of 1½% per month or the highest no usurious rate permitted by applicable law, whichever is less. At the request of Seller, payments will be made through a confirmed irrevocable letter of credit in form and on banks acceptable to Seller. Any amounts paid by credit card after the time of shipment may be subject to a credit card convenience fee, to which the Customer agrees to pay.

Sales Tax and Duties, Import Fees. Seller may be required to charge/collect national, state, local tax, applicable duties, and import fees on products for which Customer has not provided a valid exemption certification. Customer assumes responsibility for, and unconditionally guarantees payment or reimbursement of, all applicable taxes, fees, licenses, import duties, and fees and licenses, and expenses as may be applicable.

Security Interest. According to the law applicable to the sale, for any open account sale, Customer hereby grants to Seller a priority lien, purchase money security interest and/or chattel mortgage in the Products and any accounts receivable or cash from resale thereof until full payment is made to the Seller. Customer agrees, to the extent legally possible pursuant to the law applicable to the sale, to file or permit Seller to file any financing statements or other appropriate documents with its governmental authorities to perfect the validity, priority, and enforceability of Seller's priority lien or security interest. Customer agrees to inform Seller immediately if it intends to use any import financing or has or will be granting a lien or security interest on its inventory to any third party.

Credit Balance. Customer agrees that any credit balance issued will be applied within one (1) year of its issuance. If not applied or requested within one (1) year, any credit balance remaining will be subject to cancellation, and Seller shall have no further liability.

Shipping Charges and Freight Policy. Unless otherwise varied and agreed by the Seller and Customer, shipping terms are EXW at Sage Parts distribution center (Incoterm defined by International Chamber of Commerce Terms, 2020). All shipments are freight collect from any of Seller's facilities. Customer shall be responsible for obtaining insurances. Title and risk of loss, damage or theft related to the Products shall pass to the Customer upon delivery of the Product; provided that if payment has not been made at the time of delivery/pick-up by the Customer or shipment by the Seller, as the case may be, Seller shall retain title (but not the risk of loss, damage or theft) until payment is entirely made by the Customer. If any Product is damaged, lost or stolen in transit and the Incoterm is the standard EXW as established herein, then Customer must file its claim exclusively with airline, carrier, vessel and/or insurance company involved in the transport of the Product and the Seller shall have no liability; provided, however, that if Seller has not received payment in full at the time Product is damaged, lost or stolen in transit, the Customer shall not be exempted from its payment obligations regarding the purchase price of the Product. Customer must retain original packing material and shipping container for inspection by freight carrier.

Delivery Date. Delivery date is specified in the quote as indicative, it is not binding and will be confirmed at the time of the order.

Cancellation. Any cancellation by Customer must be approved by Seller, and may be subject to restocking and other charges, which includes, but is not limited to, charges related to costs and expenses incurred by the Seller.

Acceptance. All Products shall be finally inspected and accepted within ten (10) days after delivery. Failure of Customer to provide Seller with an itemized list of defects within such ten (10) days or to permit Seller a reasonable opportunity to correct any listed defects shall be deemed acceptance of the Products or Services. In the event of multiple shipments, each individual shipment shall be separately accepted and shall be periodically inspected and accepted. Customer expressly waives any right to reject Products or Services that substantially conform to the specifications relating thereto and any right to revoke acceptance after such ten (10) day period.

Cross-Reference Information. Product cross-reference comparisons do not imply that all Products compared are available or perfectly comparable. CROSS-REFERENCED PRODUCTS ARE NOT REPRESENTED OR WARRANTED AS FUNCTIONAL OR PERFORMANCE EQUIVALENTS. Customer shall review all cross-referenced product specifications prior to purchase and use to determine suitability of the Product for Customer's intended use.

Product Return. Before returning any Product that the Customer believes is defective, or does not want to keep, the Customer shall request a RMA (Return Merchandise Authorization) through eSage or the Seller's customer service representative. The Customer will be provided with a number as well as information on where to send the return. RMAs are valid for a period of thirty (30) days. Products received after 30 days of invoice date or after RMA has expired may be returned to the Customer without credit issued. Products must be shipped freight prepaid. Non-stocked products and custom products will not be accepted for return unless they can be returned to the original manufacturer. Customer will be responsible for all applicable restocking fees and return freight charges to the manufacturer. Product must be returned in original packaging, without any defect and damages, and include all component parts.

The issuance of a return is not an acceptance by Seller, or its agents, of such return for credit, exchange, warranty or otherwise. All returns are subject to inspection and evaluation prior to determination of issuance of credit. Seller assumes no responsibility for loss or damage of a return if an RMA number is not clearly marked on the merchandise being returned. A 15% restocking fee may apply for stockable parts. Restocking fees are waived when excluded by any Seller/Customer agreements. Order returns are subject to a 15% restocking fee or fee imposed by the Seller's vendor, whichever is greater. Non-stocked items will not be accepted unless they can be returned to the Seller's vendor or are the result of Seller error. Freight charges incurred by returning to the Seller's vendor may be deducted from Customer's final credit. Seller reserves the right to replace or repair defective products or refund the original purchase price. Defective Product must be drained of all fluids with ports plugged, where applicable, by the Customer. Drained Products must be placed in a plastic bag and returned in the original container. Core Return: Cores must be drained of all fluids with ports plugged where applicable. Drained Products must be placed in a plastic bag and returned in the original container. Cores must be received by the Seller fully assembled. All core returns are subject to inspection and evaluation prior to determination of issuance of credit.

Manufacturer's Warranties. Customer hereby acknowledges that Seller is not the manufacturer of the Products and that the manufacturer warrants many of the Products offered for sale to the final user. Manufacturer's warranty period begins on the date of delivery to Customer. The manufacturers make available copies of any applicable warranties. Seller will furnish such warranties free of charge to Customers upon their request. The Customer shall send an email to: rmarequest@sageparts.com with requests regarding warranty claims or use the section for RMA included in eSage. The Customer shall provide the Seller stock number, manufacturer's model number (if shown) of each Product for which a copy of the warranty is requested and the original invoice number it was purchased from Seller. Seller assumes no responsibility for the content of such warranties by selling the Products or Services. Any warranty claim should be submitted on or before a maximum period of one (1) year after the delivery date, unless differently specified in the offer or invoice.

Warranty/Liability Disclaimer. ALL PRODUCTS TO BE SOLD AND DELIVERED ARE DONE SO "AS IS". SELLER MAKES NO REPRESENTATION OR WARRANTY THAT ANY PRODUCT SOLD WILL CONFORM TO THE MANUFACTURER'S SPECIFICATIONS IN RESPECT OF SUCH PRODUCT OR WILL BE FREE FROM DEFECTS IN MATERIAL, WORKMANSHIP, PROCESS OF MANUFACTURING OR DESIGN, AND SELLER HAS NO RESPONSIBILITY IN RESPECT OF SAME. SELLER'S REPRESENTATION AND WARRANTY CONTAINED HEREOF IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. NO EXTENSION OR EXPANSION OF SUCH WARRANTY SHALL BE BINDING UPON SELLER UNLESS SET FORTH IN WRITING AND SIGNED BY SELLER'S AUTHORIZED REPRESENTATIVE.

In no event shall Seller be liable or have any responsibility under the warranty if the Product(s) has been improperly stored, installed, used or maintained, or if Customer has permitted any unauthorized modifications, adjustments and/or repairs to such product(s).

If any modification, alteration or removal of any part or product performed by someone other than Seller, or not authorized in writing by Seller or if any breach of Seller's safety rules, results in any injury to a person or damage to property, then no warranty shall apply, and the Customer shall indemnify Seller against any claim, demand, loss, expense, or liability, including attorneys' fees, in any way related to such injury or damage.

Limitation of Liability. Seller's maximum liability with respect to these terms and conditions and any resulting sale, arising from any cause whatsoever, including without limitation, breach of contract or negligence, shall not exceed the price specified of the Product(s) giving rise to the claim and in no event shall Seller be liable towards the Customer or any third party, for any indirect or consequential damages or losses resulting from the sale of Products or rendering of Services to the Customer, including, but not limited to, any loss of profits (real or anticipated), loss of contracts and loss of business opportunities.

Force Majeure. Seller shall not be liable for any delay in, or impairment of, performance resulting in whole or in part from acts of God, acts of war, acts of terrorism (whether actual or threatened), governmental decrees or controls, insurrections, epidemics, pandemics, quarantines, labor disruptions, shortages (of personnel, raw material, parts, equipment or anything that may affect the sale of Products or the rendering of Services), communication or power failure, fire, accident, explosion, inability to procure or ship product or obtain permits and licenses, supplies or raw materials, severe weather conditions, catastrophic events, or any other circumstance or cause beyond the reasonable control of Seller in the conduct of its business.

Compliance with Regulations. The Customer shall be solely responsible for compliance with the regulations in force related to the importing and use of the Products in their countries of delivery or use. The Customer shall also be solely responsible for providing appropriate warnings and information to it's the end users or operators as to the use of the Products and any consequences which may result therefrom. More generally, the Customer undertakes to comply with all applicable economic sanctions and export control legislation. If, at any time, a legislation renders the performance of the Seller's duties impossible or illegal, the Seller shall be entitled to cancel any accepted purchase order, without any liability.

Anti-Corruption Laws. The Customer shall comply with the requirements of all applicable anti-corruption and anti-bribery legislation both national and foreign, including, if applicable, the United States Foreign Corrupt Practices Act (FCPA), the UK Bribery Act 2010, the U.S. Foreign Corrupt Practices Act and/or the French anti-corruption for Transparency, Fight Against Corruption and Modernization of the Economy (« Sapin 2 »), and the Customer hereby also commits not make, promise, offer to make, accept or solicit any payment or transfer anything of value (directly or indirectly) to any (a) individual, (b) corporation, (c) association, (d) partnership, or (e) public body who, whether or not acting in its official capacity, is in a position to influence, secure, or retain any business and/or provide any financial or other advantage to itself or the Seller.

No Third Party Benefit. The provisions stated above are for the sole benefit of Seller and Customer, and confer no rights, benefits or claims upon any person or entity not a party hereto.

Waiver. The failure of either Seller or Customer to assert a right hereunder or to insist upon compliance with any term or condition will not constitute a waiver of that right or excuse any subsequent nonperformance of any such term or condition by the other Party.

Severability. If any portion of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, the invalid or unreasonable term shall be redefined, or a new enforceable term provided, such that the intent of Seller and Customer in agreeing to the provisions of these Terms and Conditions shall be enforceable to the fullest extent of the applicable laws.

Complete Agreement. These Terms and Conditions, together with any other terms and conditions that Seller publishes or makes available to Customer (i) on an invoice or a packing slip, (ii) on eSage or (iii) in any document including, without limitation, those involving extension of credit by Seller, or export of products, represent the entire agreement between the Parties and shall supersede all unwritten statements, agreements, and understandings between Seller and Customer pertaining to the subject matter of this agreement, including, but not limited to, any terms and conditions sent by the Customer (whether or not attached to the Customer's purchase order), which are hereby expressly excluded.

Assignment. Customer shall not assign any order, any interest therein, or this order without the prior written consent of Seller. Any actual or attempted assignment without Seller's prior written consent shall entitle Seller to cancel such order or to terminate this agreement upon notice to Customer.

Data Protection - Privacy. Customer hereby acknowledges and agrees that within the framework of the relationship with its customers and prospects, the Seller may collect some personal data (including, but not limited to, surname, first name, email and job title) for the purposes of the performance of the sale of Products or rendering of Services. This processing of personal data is based on legitimate interest. The Seller represents that it acts solely pursuant to the terms and conditions of the applicable legislation on the protection of personal data, applicable to the Seller. Customer has the right of access, rectification, deletion, opposition and limitation of the processing. These rights can be exercised by contacting the Data Protection Officer at the following address: Groupe ALVEST - RGPD/DPO - 100 Boulevard du Montparnasse 75014 Paris, France or gdpr@alvest.fr.

Governing Law; Dispute Resolution. These Terms and Conditions shall be governed by the laws of the state or country having jurisdiction where the Seller is duly incorporated and any dispute or litigation related to these Terms and Conditions shall be finally resolved by the competent Courts of such the jurisdiction.