

GENERAL TERMS AND CONDITIONS OF SALE

These general terms and conditions of sale (the "GTCs") constitute the sole basis for all commercial negotiations with the professional Customer (the "Customer") and apply to all sales by SPM of products, whether standard and/or designed and manufactured according to the Customer's specifications approved by SPM (the "Products"), when the order is placed with and accepted by SPM (the "Contract"). The Contract expresses all of the obligations of the Parties. The Contract consisting of these GTCs supercedes all proposals, agreements or protocols and takes precedence over all other communications and/or documents of the parties, notably including the Customer's terms and conditions of purchase. These GTCs do not apply to Internet sales. SPM reserves the right to derogate from certain clauses of these GTCs, depending on negotiations with the Customer, by establishing special terms. Any contrary derogation or clause shall only be valid if negotiated and accepted in advance and in writing by SPM. The Customer declares having read and accepted these GTCs, notably by formally accepting the offer and/or placing an order. The signing of an offer implies the unreserved application of the GTCs, which the Customer accepts. SPM reserves the right to adapt or modify these GTCs at any time. Unless otherwise stipulated, the version applicable to each order is the one in force on the day of conclusion of the sale, i.e. the date of order confirmation by SPM. In accordance with article L. 442-1 of the French Commercial Code, the Customer undertakes not to demand the granting of conditions revealing a significant imbalance in the rights and obligations agreed between the parties within their commercial agreement. The Customer also undertakes not to demand that its terms and conditions be aligned with any commercial terms and conditions that the Customer may consider more favourable, and which may have been granted specifically to other Customers.

1. ORDERS

The prices and conditions of sale do not constitute an offer that, if accepted by the purchaser, would entail the formation of the Contract. The validity period of the SPM offers, unless otherwise stipulated, shall not exceed 30 calendar days from the date of their remittance to the Customer. After this period, SPM may maintain or modify its offer. SPM reserves the right to modify the range of Products at any time. Modifications, in particular deletions of articles, may under no circumstances result in forced deliveries or claims for damages and interest. Photos, drawings and other visuals relating to the Products are non-contractual. The choice of Products is the sole responsibility of the Customer. The sale is deemed concluded on the date of order confirmation by SPM.

2. CANCELLATION - SUSPENSION

The Customer cannot impose the modification or cancellation of an order. All requests must be notified in writing, and must be accepted in advance and in writing by SPM. In case of acceptance by SPM, the amount of the costs incurred by the latter shall be invoiced to the Customer, without prejudice to any additional cancellation costs. In case of cancellation or suspension of an order for unfinished products or items in the course of manufacture, these shall be delivered and invoiced to the Customer, together with the raw materials and accessories specially procured for the execution of the said order. SPM reserves the right in all cases to claim compensation for any direct or indirect consequences that it may suffer as a result of order cancellation or suspension.

3. DELIVERY - TRANSFER OF RISKS - TRANSPORT

All delivery times and costs are only for information purposes. Delivery within the specified time can only take place if the Customer is up to date with its obligations. The Customer acknowledges that SPM may not be held liable in case of failure to meet the announced delivery deadlines, notably due to the occurrence of circumstances beyond its control and/or resulting from a third-party action, force majeure or fortuitous event. All penalties for delay and/or order cancellation and/or damages are excluded in case of late delivery, for whatever reason. Delivery, which entails the transfer of risks, is carried out by tendering the Products directly to the Customer or to the carrier designated by the Customer or, failing that, chosen by SPM. In all cases, including carriage-paid shipments, Products travel at the Customer's risks and perils. It is therefore the Customer's responsibility to cover the costs and risks of transporting the Products sold, and to check, on the arrival thereof, the condition, quantity and conformity of the supplies with the information in the dispatch note. The Customer has sole responsibility for receiving the deliveries. Deliveries are made with the usual tolerances, i.e. slight variations in thickness, colour, (...), which cannot give rise to any claim. In case of missing Products, non-conformity of Products with the order or damage, it is the Customer's responsibility to refuse delivery or to make any written reservations to the carrier and then to confirm these reservations by registered letter with acknowledgement of receipt within three calendar days, sent to the carrier and to SPM. After this period, deliveries are deemed to have been accepted without reservation. The Customer is authorised to return Products only with the prior written consent of SPM, and subject to the Customer providing all necessary information and proof. Return shipping costs are borne by the Customer. SPM is authorised to make deliveries in whole or in part. In case of shortages, SPM shall fill orders according to when they arrive, subject to availability.

4. COMPLAINT - RETURN

If SPM accepts the return of Products, they must be reshipped within fifteen calendar days of delivery of the Products. Failing this, the delivery shall be considered as conforming to the order, in terms of both quantity and quality. For Product returns accepted by SPM, they must reach SPM in their original condition, unused, at the place agreed by the Parties. Any credit note shall only be issued after verification and written acknowledgement by SPM of the defective nature of the Products. No return of Products shall be considered after installation and/or use of the Products. Should a quality defect be identified and recognised by SPM, its liability is limited to the outright replacement of the Products, to the exclusion of all other costs and/or compensation of any kind whatsoever. Under no circumstances shall SPM liability extend to direct or indirect damage that may be caused to Customers by the consequences of non-delivery or manufacturing defects in the Products. The Products comply with the indications given in the applicable notices. The instructions contained in the SPM technical and commercial appendices must be strictly observed by the Customer. Any failure to do so shall exclude any recourse by the Customer. The Customer shall also take the necessary precautions. The Customer alone bears all responsibility and risks for any storage on a building site or at the point of sale. Products that are the subject of a complaint must be stored in accordance with SPM's instructions, notably those contained in the contractual documents and notices (notably the applicable implementation principles). For the sale of wall coverings, the Customer must carefully examine the result obtained once the first three units have been applied. Continuation of the work implies acceptance of the Product. The Customer is solely responsible for the suitability of the Products. It must ensure that the Products are suitable for their intended use.

5. GUARANTEES

Subject to the provisions of commercial guarantees for standard Products, SPM is obliged to supply Products that are in conformity with the Order, subject to customary tolerances. SPM reserves the right to modify the standard Products at any time and without prior notice. For Products designed and/or manufactured in accordance with specifications supplied by the Customer and previously accepted by SPM, the latter is obliged to supply Products that comply with the specifications, subject to the usual tolerances. The Customer is responsible for the Product design specifications. SPM assumes no responsibility for Product components supplied by third parties. The Customer may decide to invoke the guarantee against hidden defects in the Products; in this case, it can choose between cancellation of the sale or a reduction of the sale price.

6. PRICE - PAYMENT

The price of Products applicable to the Customer is that shown in the order accepted by SPM, while specifying that a reservation is not an order. Unless otherwise specified, prices are quoted in euros, exclusive of tax, and are for packaged products, ex works, while specifying that orders shall show all other charges that increase the price separately and in addition. Product prices may notably be revised notably to take account of variations in the price of raw materials and ancillary costs associated with the order. In case of imperfect execution of an order by SPM, the Customer is not authorised to reduce the price of the Products. Unless otherwise agreed in writing, all invoices are payable within 30 days net, invoice date, without discount. For all orders of less than 100 € excluding taxes (products), a flat-rate handling fee of 20 € (excluding taxes) will be charged. Late payment or failure to pay by a due date shall result in the immediate maturity of all sums due without the need for a reminder. Any sum due and not paid by the end of this period shall bear interest at the refinancing rate applied by the ECB plus 10 points until full payment of the order by the Customer. Any late payment shall also give rise to a fixed indemnity of forty (40) euros for collection costs. This amount is subject to re-evaluation in case of a change in the applicable provisions. The automatic application of this indemnity is not exclusive of the payment of all damages and interest to compensate for the loss suffered by SPM. In case of late or missed payment, SPM shall also be entitled to suspend deliveries and terminate the Contract eight calendar days after receipt of a formal notice sent to the Customer by registered letter with acknowledgement of receipt, or its first presentation, which has remained without effect. In this case, SPM may freely recover the Products in accordance with the provisions below. In any event, SPM reserves the right, at any time, even during the performance of a contract or an order, to require a specific guarantee, approved by SPM, in order to guarantee the proper performance of the Customer's commitments. Refusal or inability to provide such a guarantee authorises us to cancel the order or contract in whole or in part.

7. RESERVATION OF OWNERSHIP

Until full payment of the price, the Products remain the property of SPM and the Customer may not dispose of them in any manner whatsoever. However, the risks are transferred to the Customer upon delivery of the Products. Consequently, it must assume the risks of the Products by taking out all necessary insurance, at its own expense, until the price has been paid in full. In case of non-payment by the Customer of a single fraction of the price on the agreed due dates, SPM reserves the right to take back the Products for its benefit without delay and without any particular formality. The Products shall be held until full payment of the order. The return of Products may be obtained by a summary order of the Presiding Judge of the Commercial Court of TOULOUSE. Furthermore, if we see fit, SPM may decide not to pursue the claim and exercise the right to be paid the sums due plus interest, penalties and costs. It is prohibited for the Customer to dispose of the Products in order to resell them, transform them or modify their nature. SPM shall be immediately informed of any seizure or other infringement of its rights.

8. PENAL CLAUSE

By express agreement, any failure to pay on the due date shall entail, ipso jure and without prejudice to the sums due under article 6 of the GTCs, the application after notification of compensation equal to 15% of the unpaid sum, plus default interest, with a minimum of 150 Euros and all costs and fees associated with collection.

9. TERMINATION

In case of a breach by the Customer, SPM may declare the cancellation of the sale ipso jure, to the detriment of the Customer, by registered letter with acknowledgement of receipt.

10. FORCE MAJEURE - UNFORESEEABILITY

SPM shall not be held liable, nor may it be considered to have breached the Contract, if it is unable to meet any of its commitments or contractual deadlines due to force majeure as this term is defined by article 1218 of the French Civil Code. If, in case of force majeure, SPM is unable to meet one or more of its contractual commitments, SPM shall so notify the Customer within fifteen (15) calendar days of the occurrence of the force majeure event, so as to adopt the measures that it deems necessary in order to enable proper performance of the Contract or to decide to terminate it. If no agreement is reached within one month of the occurrence of the force majeure event, SPM may terminate the Contract with immediate effect by sending a registered letter with acknowledgement of receipt. These GTCs expressly exclude the legal regime of unforeseeability anticipated in article 1195 of the French Civil Code.

11. MISCELLANEOUS CLAUSES

SPM may only be held liable in case of its fault, which has been ascertained by the Courts or is uncontested. This liability is limited to certain, direct, personal and foreseeable harm at the time of the signing of the order, to the exclusion of any indirect harm of any nature whatsoever. The liability of SPM shall be capped for each order, all causes and all damages combined, to the amount of the said order. In order to assert its rights, the Customer must, on pain of forfeiture of any action relating thereto, provide SPM with written notice of the existence of the alleged breaches within a maximum period of seven (7) calendar days from their discovery or from the date on which it should have discovered them, on penalty of lapse of rights. In addition, in accordance with article 2254 of the French Civil Code, the Parties agree that the liability of SPM is subject to a limitation period of one year from the event giving rise to the dispute. The Customer, on its own behalf and that of its insurers, waives the right to claim compensation from SPM and its insurers for damages beyond the stated limits and exclusions. The possible cancellation of one or more clauses of this Contract by a court decision or by mutual agreement between the Parties shall not affect the other provisions, that shall continue to have full and complete effect insofar as the general scheme of this Contract can be safeguarded.

12 - INTELLECTUAL AND INDUSTRIAL PROPERTY

The SPM trademarks and other distinctive signs as well as designs, models, patents and copyrights, are the exclusive property of SPM. SPM is and remains the owner of all intellectual property rights relating to the Products. Similarly, all information or data contained in the elements and information support provided by SPM shall remain the exclusive property of SPM. No right, title or interest in or to the SPM trademarks and other distinctive signs, designs, models, patents or other intellectual property rights relating to the Products is transferred to the Customer by these GTCs. The Customer may not communicate, use, reproduce (even partially) or modify them without prior written authorisation. In the case of specific products designed and manufactured by SPM, the latter retains exclusive ownership of any drawings, models or technical specifications supplied by it. The Customer may not process the Products in any way. SPM reserves the right to oppose, stop or claim compensation for any use that it considers to be an infringement of its intellectual property rights and notably to constitute an act of counterfeiting, unfair competition, commercial parasitism or that is contrary to its image. All confidential information communicated by SPM must be kept strictly confidential. The fact that SPM does not avail itself, at a given time, of any of the provisions of these GTCs may not be interpreted as a waiver of the right to avail itself of any of these provisions at a later date.

13. CONFORMITY

The GERFLOR Group and SPM have a business ethics programme applicable to everyone, including: an ethics charter, a code of conduct, a whistle-blowing system and related procedures. SPM respects and requires that its employees, co-contractors, as well as all their direct or indirect representatives, Customers, suppliers, agents, affiliates, business partners, consultants or any other third party, comply with this programme and all applicable national, European or international laws and regulations, without limitation: (i) competition, (ii) ethics, anti-corruption or influence peddling, (iii) embargoes and economic sanctions. The latter acknowledge their full awareness of these rules and guarantee SPM that none of their employees, agents, representatives, consultants or subcontractors shall undertake any commercial approach that might be contrary to these regulatory provisions in any form whatsoever. The Customer shall not sell, export or re-export, directly or indirectly, to or for use in the Russian Federation and/or Belarus, any goods acquired from SPM that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 and/or Article 8g §1 of Council Regulation (UE) No 765/2006. The Customer undertakes that this commitment is not frustrated by any third parties further down the commercial chain, including by possible resellers. The Customer undertakes to set up and maintain an adequate monitoring mechanism and to immediately inform SPM about any event. In the event of violation of these undertakings, SPM shall be entitled to seek appropriate remedies, including, but not limited to (i) termination of the Contract and (ii) a penalty of 100% of the total value of the Contract or price of the products exported, whichever is higher. Any modification to the list of prohibited products as well as any update or modification to the applicable regulations will automatically apply.

14. PROTECTION OF PERSONAL DATA

The Parties to the Contract shall comply with the obligations of French and European regulations concerning personal data. Given the respective roles of the Parties, they acknowledge that they are both Data Controllers. They notably undertake to inform all persons, including their personnel members, of any transfers of personal data to SPM. The collection of personal data by SPM, transmitted by the Customer, is intended solely for the proper performance of the Contract, namely: (i) appropriate processing of Orders, deliveries, invoicing and possible collection, (ii) management of commercial relations and/or to best meet the Customer's expectations. In its legitimate interest, SPM may: (i) send commercial communications and/or information on its activity, from which the Customer may unsubscribe at any time, (ii) solicit the Customer's opinion through questionnaires or satisfaction surveys. The data may also be used to manage any dispute that may arise between SPM and the Customer. The collected personal data are retained for the time strictly necessary to achieve the aforementioned purposes and, where applicable, for the legal period required for evidentiary purposes. The Customer has rights including access, rectification, portability, deletion and objection to the processing of its personal data, as well as the right to request restrictions on the processing of its personal data upon written request sent to the following address: dpo@gerflor.com. The Customer undertakes to inform SPM of any changes to its personal data, and shall be solely responsible for the truthfulness and accuracy of the provided data. The Customer may lodge a complaint with the competent supervisory authority at any time. For more information, the Customer is invited to consult the SPM privacy policy at www.spm.fr.

15. TERRITORIAL COMPETENCE

Election of domicile is made at the SPM registered office. For any dispute and/or litigation regarding the interpretation or execution hereof, the Commercial Court of the jurisdiction of our registered office shall have sole jurisdiction, regardless of the method of shipment or payment, and even in case of multiple defendants or third-party claims.

16. APPLICABLE LAW

All clauses and transactions contained in these GTCs shall be governed exclusively by French law, to the exclusion of any other legislation or convention.

17. EXTENDED PRODUCER RESPONSABILITY

In accordance with the provisions of article R 543-290-3 of the French Environment Code, SPM's share of the unit cost of PMCB waste management, as invoiced by the eco-organization VALOBAT, to which SPM belongs, is passed on in full to the professional purchaser of the product, without any possibility of reduction.