

GENERAL CONDITIONS OF SALES FOR PROFESSIONALS

V04 from 141220

1. GENERAL PRINCIPLES

- 1.1** These general conditions of sale are automatically applied in our commercial relations with our Clients. Consequently, any order or request for a technical service placed by our Clients necessarily implies, as essential and determining conditions, the acceptance without reservation by our Clients of the said conditions.
- 1.2** Any general or special provision indicated on the Client's commercial or accounting documents in contradiction with these general conditions of sale is deemed null and unwritten.
- 1.3** In the case of changes made by our Clients to the initial stipulations, we shall only consider ourselves to be bound by a new formal agreement on our part.

2. ORDERS / PRICES

- 2.1 Orders for services and equipments:** These must specify the mailing address for invoices and the mailing address for reports or equipments. For analysis services, these must clearly indicate identification of the equipment, the reasons for the request, the characteristics to be measured or give the breakdown of the service to be rendered.
- 2.1.1** A quote shall be drawn up for any request for a service or equipment.
- 2.1.2** Sampling: Sampling is the responsibility of the client. Sampling is not part of the scope of accreditation.
- 2.1.3** The carriage costs for equipment sold to our Clients are indicated in the quotation.
- 2.1.4** Carriage of samples: The requester is fully responsible and liable for any delivery of samples until the samples reach IESPM during working hours.
- 2.1.5** A minimum billing of €40 excl. tax will be applied. A contribution to the "order processing costs" corresponding to the difference between €40 and the amount of the work will be applied to the invoice.
- 2.1.6** IESPM can apply costs for the administrative processing of € 12 excl. tax per sample. These fees will be mentioned, if applicable, on our quotations.
- 2.1.7** A contribution to waste processing and disposal costs calculated on the basis of 1.85 % of analysis costs excl. tax shall be applied to each invoice.
- 2.1.8** Administrative fees due to the special treatment of an invoice may be applied (€3 per invoice).
- 2.1.9** Any urgent work request shall be invoiced with a 50 % increase to which shall be added a fixed amount for a "rush job" of € 60 excl. tax.
- 2.1.10** If the Client needs a report referring to ISO 17025 Accreditation, the order must indicate such specific requirement.
- 2.1.11** Any request to send test reports in a format other than email will be charged as follows:
- Edition of the test report: €10 excl. tax.
- Extra shipping costs
- 2.1.12** A fee of €5 per edition will be applied for a re-edition report request.
- 2.2 Orders for training:** Any registration shall be subject to an order or written confirmation by the Client and to the settlement of the service. A training agreement shall be sent to the Client prior to starting the training, with the practical organization terms. The Client shall return one completed and signed copy of the agreement to IESPM before the training starts.
- 2.2.1** The specified prices include training costs and the documentation provided to the trainees. For training taking place on our premises, lunch and break costs are included.
- 2.2.2** If the number of trainees is insufficient, IESPM reserves the right to postpone or cancel a session, in which registration has been confirmed, up to 15 days before the date of the beginning of the training.
- 2.2.3** In the event of cancellation less than 15 days before the beginning of the training, IESPM shall charge the company handling costs incurred in an amount equal to 50 % of the price of the training. Any training started shall be fully owed.
- 2.2.4** The documentation provided to the participants is the exclusive property of IESPM; it shall not be reproduced or communicated without IESPM's prior and formal approval.

3. PAYMENT

- 3.1** Unless otherwise stipulated, our services and sales are payable cash without discount.
- 3.2** New Clients are requested to pay the full invoice amount at the order.
- 3.3** For repeat Clients and for services requests for a sample lot, that time is increased to 30 days net after invoice date.
- 3.4** In some cases such as technical studies or expertises, IESPM reserves the right to require the following payment terms:
- 35 % of the estimated total amount at the order,
- the balance at the delivery of the results or the report.
- 3.5** Presold services such as "Service Voucher" are payable at reception. The price mentioned on the label of the "Service Voucher" includes the prices of analyses and diagnosis. IESPM is committing to carrying out the service within the limit of the validity indicated on the label, or failing this, within a period of 2 years maximum after the date of the "Service Voucher" issue.
- 3.6** If the training costs are paid by an organization, the Client shall check that the settlement has been made with the designated organization.
- 3.7** No discount will be granted for cash payment or early payment.

4. FAILURE TO PERFORM

In the event of failure to pay a sum payable on its due date, it will be applied to the debtor, without formal notice, notwithstanding article 1153 of the Civil Code, late payment penalties resulting from the application of an interest rate equal to three times the legal interest rate. In addition, all other sums that may be due to IESPM shall become immediately payable and all current orders or requests for work by the Client shall be suspended until the full payment of the sums owed by the Client and this without prejudice to any damages that could be claimed by the Client.

If, during a previous order, the Client has not fulfilled one of his obligations (e.g. late payment), we may refuse to provide our services to him unless he obtains sufficient guarantees or pays cash.

5. DELIVERY

- 5.1** For every testing service work, the given turnaround time (TAT) are mentioned on the IESPM quotations, notwithstanding the workload of our laboratories. They shall not be liable to IESPM unless they have been confirmed not later than the actual receipt of the samples. Similarly, IESPM's liability cannot be incurred in the event that the nature of the sample does not stick with the information provided and would require, for example, an unexpected specific pretreatment. The given TAT only run

from the effective receipt at our premises of the said sample with all the technical and administrative information necessary for its processing. The TAT comes to an end when the results are dispatched to his recipient by email. Any samples arrived after 10 a.m will be registered the next working day.

- 5.2** Delivery times are governed by articles L.216-1 to L.216-3 of the Consumer Code.

6. FORCE MAJEURE

War, riots, fire, strikes, accidents of all types and all natural events occurring in our laboratories, our factories or those of our suppliers and the impossibility of receiving our raw materials or making our shipments following supply or carriage difficulties, are considered to be cases of force majeure and release us from any obligation to deliver.

7. SAMPLES – RESULTS

- 7.1** Any Client may call into question the analysis results and may request an evaluation of these within the time limits specified in Article 10 and within the limit of the volume remaining available. If the second results are in line with the first, taking into account the reproducibility of the method, the costs of the second analysis shall be borne by the requester. The measurement uncertainties are not used for declarations of conformity.
- 7.2** IESPM reserves the right to proceed to an analytical subcontracting in one of the laboratories of the group. Except formal requirement of the client in his orders, the analyses will not take into account the entire requirements of the ISO 17025 standard.
- 7.3** Unless explicitly and documented requirements of the client, the results and reports are transmitted by email to the designated clients and are rendered out of COFRAC accreditation.
- 7.4** In case of the analysis and testing reports are sent in paperless form, the electronic records of the reports and the send information, kept in the Information System of IESPM under reasonable conditions of security, shall be considered as proof that the reports were sent.
- 7.5** In case of a difference between the electronic version held by IESPM and any document in written form or in an electronic file of the Client, the electronic records of IESPM shall take precedence over all said documents of the client and shall be solely accepted as proof.
- 7.6** Archiving of the reports and information related to the sending of the reports is done using a reliable and durable medium which may be produced to provide proof.

8. SAFETY

- 8.1** For reasons of safety both during handling and analyses, the Client has the obligation to warn the laboratory concerning any real or potential risks or danger presented by the products to be analyzed, indicating the type and risks run, for example (non-exhaustive list): radiation risk, presence of toxic products, harmful or explosive products and at least the Safety Data Sheet or a certificate of harmlessness for non-dangerous substances. The shipper must specify on the packaging the presence of any dangerous substance according to current legislation. The shipper must carefully pack the parcel containing the samples to be analyzed and must ensure that appropriate packaging is used to ensure the integrity of the samples, containers and labeling according to the means of carriage chosen. Upon receipt of a sample, IESPM reserves the right to refuse to perform the requested work.
- 8.2** Any sample received into a nonstandard container or posing a potential hazard during handling, will be identified and re-sampled. The Client will be charged for the associated costs up to € 10 excl. tax per sample on the analysis invoice.

9. KNOWLEDGE OF THE RESULTS – SECURITY

- 9.1** The diagnoses and results of analyses are intended solely for the Client's individual use.
- 9.2** IESPM shall refrain from communicating the results or diagnoses with names to third parties. Diagnoses and comments provided by IESPM are based on an interpretation of the lab analyses. They constitute on its part only an indication to enlighten the Client's decision for work. The responsibility of whether to carry out or not such work is the Client's.
- 9.3** IESPM shall limit its work to the completion of the work entrusted by the Client and shall refrain from using the surplus of sample to conduct other investigations except for those completed solely for the internal needs of IESPM.
- 9.4** All information exchanged between the client and IESPM regardless of their origins remains confidential unless a regulatory authority oblige us to disclose it.
- 9.4** IESPM shall not be held responsible for any direct or indirect profit nor for possible losses or damages caused by the use of the results.
- 9.5** The use of the name "IESPM" or an analysis report, even partial, of IESPM for an advertisement requires the prior agreement of IESPM management.

10. STORAGE - ARCHIVING

Unless otherwise specified, the storage time after the sample registration is:

- 10.1** Lubricant samples: 6 weeks
10.2 Fuel samples: 4 weeks
10.3 Sample supporting documents: 2 months

11. WARRANTY

Equipment intended for sampling and provided by us carries a 2 years warranty in the framework of normal use.

12. LAW "INFORMATION TECHNOLOGY AND LIBERTIES" - RGPD

The data transmitted to IESPM during the business relations with the clients are the object of an IT processing by IESPM for purposes of administrative management and communication with the clients. According to the law n°78-17 of January 6th, 1978 related to information technology, files and liberties, modified and named the law "Information technology and liberties", and since May 25th, 2018, RGPD. Every client have a right to access and rectify the information concerning him, at any time, by contacting us at: IESPM, Rue Denis Papin, CS30525, 27130 Verneuil d'Avre et d'Itton - FRANCE

13. DISPUTES

- 13.1** The claims process shall be made available at the request of any interested party.
- 13.1** The interpretation and implementation of these general conditions of sale and all the purchases that shall be result from this are subject to French law.
- 13.2** In the event of a dispute between IESPM and the client, they will endeavour to find an amicable solution. In the absence of an amicable agreement, the client has the possibility to contact the consumer mediator of IESPM, free of charge, namely the Association of European Mediators (AME CONSO), within one year of the written complaint to the professional. The referral of the consumer mediator must be made: either by completing the form provided for this purpose on the website of AME CONSO: www.mediationconso.com; or by mail addressed to AME CONSO, 11 Place Dauphine 75001 PARIS.
- 13.3** If the mediation is not chosen by the Client, the Client will have the choice to refer the matter to the competent Commercial Court.

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1.2 Any general or special provision indicated on the Client's commercial or accounting documents in contradiction with these general conditions of sale is deemed null and unwritten.

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2. ONLINE SALES FOR INDIVIDUALS

2.1 Product and price

IESPM offers to individuals online sale of sampling kits from the website www.iespm.fr. The complete product description is available on the above website. The price of the kits sold is indicated, in euros including all taxes, excluding shipping costs, on the product description page. Sampling is the responsibility of the client. Sampling is not part of the scope of accreditation. The prepaid kit is valid for 2 years from the date of purchase. The validity date is indicated on the kit identification bar code.

Shipping costs are calculated automatically according to the Client's shipping country. For all products shipped outside the European Union and/or DOM/TOM, the price is calculated automatically excluding taxes on the invoice. Customs duties or other local taxes or import duties or state taxes may be payable in certain cases. These rights and amounts are not the vendor's responsibility. They will be the purchaser's responsibility.

2.2 Orders and validation

The Client must follow the following steps to be able to place an order:

- . Choice of sampling kit.
- . Create a customer account if the buyer is a new client or log in to its customer account if the buyer has already placed an order.
- . Inform contact details, verification, validation.
- . Select products to order and quantity – Verification of order elements.
- . Accept these General Terms and Conditions.
- . Follow the instructions for payment and payment. All the data provided and the recorded confirmation will be proof of the transaction.

A summary of the information of the order and these General Conditions will be sent via the order confirmation email address.

2.3 PAYMENT

Payment is due immediately upon order. Payment is made by credit card. This secure online payment is made via La Banque Postale.

2.4 RETRACTION

In accordance with article L.221-18 of the Consumer Code, the Client has a withdrawal period of fourteen days from the receipt of the sampling kits to exercise his right of withdrawal without having to justify reasons or pay a penalty. The Client can exercise this right by [completing the withdrawal form on iespm.fr website](#) or by sending an email to IESPM at contact@iespm.com. In the event of the exercise of the right of withdrawal, IESPM shall refund the sums paid within 14 days of request notification. The Client is required to return the products, without undue delay, within fourteen days of the communication of its decision to withdraw. Returns must be made in their original state and complete (packaging, accessories, instructions). In this context, the Client's responsibility is committed. Any damage suffered by the product may be such as to prevent the right of withdrawal. The cost of return shall be pay by the Client.

2.5 AVAILABILITY & DELIVERY

Sampling kits are available as long as they are visible on the IESPM website and within the limits of stocks. In case of product unavailability after placing your order, we will inform you by email. Your order will be automatically cancelled and no bank debit will be made.

The ordered kits will be delivered to the address indicated by the Client. IESPM reserves the right to refuse the order in accordance with article L121-11 of the code of consumption.

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