

This document contains the contractually-binding general terms and conditions of the company WIRQUIN, a simplified joint-stock company with a sole shareholder and share capital of ϵ 961,000, listed on the Nantes companies register as No. 309494953, headquartered at 11 rue du Château de Bel Air cedex 44482 Carquefou.

Article 1: Application date

The act of placing an order implies complete and unreserved adherence to the present conditions of sale which take precedence over any other document, notably all terms of purchase or specific conditions. Documents other than the present conditions of sale, such as catalogues, advertising, manuals etc., are for information purposes only (non-contractual). Clients must be professionals, ordering products for their purpose of their professional activities.

The fact that WIRQUIN does not take advantage, at a given time, of any one of the present clauses may not be interpreted as being renunciation of taking advantage of the said clause at a later stage.

WIRQUIN reserves the right to update its product catalogue, its products and their presentation whenever the company sees fit, with no obligation to modify or accept returns of products previously delivered or orders in process.

These general terms and conditions are available for consultation and download online, accessible at all times on the company's website.

Article 2: Orders

All orders must be placed in writing or via EDI. Clients are responsible for checking that their orders have been received, with written confirmation issued accordingly. In order to be considered valid, orders must specify the quantity, brand, type and reference code of all products ordered, along with the sale price, payment conditions and date and place of delivery or collection. All orders must be accepted and confirmed by WIRQUIN.

In the event of stock shortages, the supplier will fulfil orders in the order in which they were placed, as long as stocks last. Any changes or cancellations requested by clients will only be taken into consideration if they are received in writing no less than three days before shipping of the corresponding products. This does not apply to international sales or orders involving special products or large quantities. WIRQUIN does not handle remainders. All orders involving large quantities, for example promotional operations organised by clients, must be notified in advance in the form of a provisional purchase order submitted at least three months before the required shipping date.

For an order to be accepted by WIRQUIN, the client must be able to provide sufficient financial guarantees to demonstrate their capacity to pay the sums owed on time. As such, any change to the client's financial guarantee capacities shall be considered sufficient cause for WIRQUIN to refuse orders and to request copies of the client's accounts or sufficient guarantees. Any decline in the client's credit rating may also be considered sufficient cause for WIRQUIN to demand new guarantees or payment up front before orders are fulfilled. For example, refusal of an application for credit insurance shall be considered sufficient justification for WIRQUIN to demand new guarantees or payment conditions more stringent that those set out in Article 5 of these terms and conditions towards WIRQUIN.

Article 3: Logistical conditions

3.1 Delivery:

All deliveries are made on non-returnable pallets measuring 80 x 120cm. Exceptions to this rule must be request in writing by the client, and may result in a supplementary charge if the request is accepted by WIRQUIN.

Events considered as cases of *force majeure* discharging WIRQUIN from its obligation to deliver include: war, riots, fire, flooding, strikes, lock-outs, accidents, the impossibility of obtaining supplies, adverse weather conditions hindering the normal operations of transporters, traffic restrictions imposed by the public authorities etc.

Whatever the delivery destination, upon reception of goods the client must fill in the transport order with the company's official stamp, a signature and the name of the signatory.

Clients are responsible for unloading the goods, using a secure process with sufficient manpower and within a reasonable time frame.

3.2 Delivery delays and/or undelivered orders

WIRQUIN cannot be held responsible for delays caused by third parties, including subcontractors and transporters.

Unless explicitly stated otherwise by WIRQUIN, delivery dates are given for information purposes only. Failure to respect these deadlines will not entitle the client to claim any penalty payments, damages or compensation, or to cancel the corresponding order or request replacement products. The same applies to stock shortages (undelivered quantities) affecting orders.

Any agreement between the parties involving a commitment by WIRQUIN to guarantee a certain level of service, including penalty arrangements, will be based on the following elements which must be specified by the client: contractual objectives, service rate calculation conditions, evaluation indicators capable of specifying order lines affected by missed delivery targets, designation of a dedicated Supply Chain management contact for analysis and jointlycoordinated corrective measures. The results must be sent to WIRQUIN each month, via the dedicated contact.

For specific clients (e.g. OEM) or large quantities, WIRQUIN may also request the provision of a monthly provisional order schedule.

3.3 Specific cases of delivery to site:

In specific cases involving delivery to site, the precise delivery address must be clearly specified by the client on the order form. Clients will be responsible for organising and overseeing all measures required to ensure sufficient site access. They must also ensure that somebody is present on site to receive the delivery, with their contact details (name and telephone number) specified on the order form alongside the delivery address, in order to guarantee the delivery date and time and to sign off on receipt of the goods, including checking the number and condition of packages delivered. If nobody is present on site to receive the delivery, the goods will not be unloaded and the cost of delivery will be charged to the client.

The delivery location must be accessible via a road link, without danger or risk to the transporter mandated by WIRQUIN. The client shall be held liable for any damage sustained by the delivery vehicles of WIRQUIN or the company's designated transporter as a result of difficult access roads and/or inappropriate terrain. Similarly, WIRQUIN cannot accept any

liability for damage caused on site by the company's vehicles as a result of difficult access roads and/or inappropriate terrain.

Clients are responsible for taking out all necessary insurance policies to cover goods not yet fully paid for and/or stored on site awaiting installation. These policies must be valid as of the date of transferral of risk, i.e. when the product is received and the delivery order signed. These policies must cover the following risks: theft, fire, explosions, natural disasters, transportation, damaged goods. WIRQUIN will be entitled to make use of the services conferred by these insurance policies. If a client is not able to prove that they have the necessary insurance policies, MURQUIN may take out the necessary insurance at the client's expense. Clients must inform WIRQUIN of any incidents of damage immediately.

The same product cannot be delivered in two separate batches.

3.4 Complaints:

In case of damage to the merchandise supplied, or missing packages, it is the responsibility of the consignee to directly make a claim against the delivery courier, to whom he must only give a receipt after checking that the delivery is complete and in good condition, in the conditions and forms laid down in article L133-3 of the Code of Commerce, or of the CMR (truck waybill) if it concerns an international sale. If any goods are found to be damaged or missing, the client should submit a detailed complaint in writing in the form of an extrajudicial document or a recorded letter with proof of delivery, sent to the transporter within three days of delivery of the goods in question. A copy of the complaint must be sent to WIRQUIN at the same time.

In case of obvious defects, missing products, or non-conformity of the product supplied with the product ordered, all complaints must be submitted to WIRQUIN by registered letter with acknowledgement of receipt in a time limit of three days for sales on the mainland, seven days for international sales, following receipt of the merchandise. Outside of this time limit, the merchandise will be deemed to be accepted in full without any qualitative or quantitative restriction. It is the responsibility of the client to provide evidence of the anomalies or defects declared. The client will afford WIRQUIN every opportunity to proceed with the observation of these defects and to remedy them; he will refrain from intervening himself or having a third party intervene for this purpose.

Products may only be returned if a formal agreement has been reached by the vendor and the buyer. Any products returned without prior agreement will be held at the buyer's convenience, and no credit note shall be issued. The cost and risk of returning products are always borne by the buyer. Returned goods must be accompanied by a return shipping form, affixed to the package. Goods must be returned in the same conditions as they were delivered.

In case of a defect or non-conformity of products supplied, duly observed by WIRQUIN, and unless WIRQUIN has a special agreement with the client, WIRQUIN will issue a credit note for the value of the recognised faulty product, excluding any compensation or damages.

WIRQUIN will not accept any penalties for missing or erroneous bar codes (gencod). WIRQUIN will settle such problems as they see fit, either by replacing the product in question or by issuing a new label.

Article 4: WIRQUIN product guarantee

WIRQUIN certifies that the products it markets conform to the French and/or community regulations and standards in force on the day of the present document and that they are manufactured respecting human and children's rights, and the social legislation in force in the country of production.

Products are guaranteed against any manufacturing defect or malfunctions not apparent at the time of the initial sale, excluding wearing parts and samples intended for exhibition (not guaranteed), for the duration specified in the summary table attached hereafter, subject to the conditions and limitations stated below. The guarantee runs from the date of purchase by the non-professional consumer client, the sales receipt being proof (the guarantee will not be able to be applied in the absence of presentation of the said receipt).

For professional customers (plumbing or sanitary ware industry professionals), it is expressly agreed that the guarantee start date is the date on which the product is installed (the invoice for the installation or sale of the WC Pack being evidence thereof).

The guarantee is limited, as decided by WIRQUIN, to reimbursement by the issuing of a credit note to the shop, or the repair or replacement by an identical part or part(s) to that or those recognized as being defective or responsible for the malfunction. Under no circumstances will he be able to claim: labour charges, travelling expenses or damages, particularly for loss of use or other reasons. WIRQUIN cannot be held liable, and the guarantee cannot be invoked, in cases of abnormal use of the product, including but not limited to: non-compliant or inappropriate installation; incorrect maintenance by the user; use of cleaning products (particularly industrial products or products not designed for use on sanitary ware or chemical product); damage by substances or matter conveyed in the water or external factors such as rodents; draining of boiling oil or matter that is liquid at extreme temperatures, negligent handling; accidents and shocks, damage by foreign matter; modification of the original product; incorrect assembly or use of the assembly (particularly failure to comply with the instructions given in the manual supplied with the product); failure to comply with precautions or conservation instructions; damage caused during shipment; damage caused during modification or opening of the packaging (non-exhaustive list). WIRQUIN is in no way responsible for the quality, pressure or flow rate of the water supply system, of which variations are liable to affect the correct

WIRQUIN guarantees professional clients and/or distributors of the company's products against any claims or complaints from third parties relating to WIRQUIN products, particularly with regard to security, quality and intellectual and industrial property rights. The guarantee is only applicable after judgement and exhaustion of the means of recourse and/or compromise agreement ratified by WIRQUIN, up to the maximum value of the liability guarantee offered by the company's insurance provider. This guarantee does not cover indirect, commercial damages, operating losses or other image damage.

All order of spare parts outside of the stated guarantee period will be invoiced, as will the associated postage and shipping charges.

Unless expressly agreed, WIRQUIN does not bear the consequences of an operation of recall or withdrawal of products, when this is carried out solely at the initiative of the client. Only the recall operations carried out at the request of WIRQUIN itself or of an administrative authority will be accepted by WIRQUIN in agreement with the client, without any additional compensation.

Article 5: Financial conditions 5.1: Transferral of ownership

LEGAL OWNERSHIP OF THE PRODUCTS IS ONLY TRANSFERRED TO THE CLIENT ONCE PAYMENT IN FULL HAS BEEN RECEIVED. IRRESPECTIVE OF THE DELIVERY DATE.

AS A RESULT THE COMPANY RETAINS OWNERSHIP OVER ALL PRODUCTS SOLD UNTIL FULL PAYMENT IS RECEIVED FROM THE CLIENT, AND MAY RECALL THESE PRODUCTS IF NECESSARY. IN THE EVENT OF A CLAIM OR DISPUTE, ANY DOWN PAYMENTS MADE BY THE CLIENT WILL BE RETAINED BY WIRQUIN BY WAY OF PARTIAL COMPENSATION, WITHOUT COMPROMISING THE COMPANY'S RIGHT TO TAKE FURTHER ACTION AGAINST THE CLIENT.

Any conflicting clause, notably inserted in the client's terms of purchase, is deemed nonwritten in accordance with article L624-16 of the Code of Commerce.

By express agreement, WIRQUIN will be able to exercise the rights it holds under the present reservation of title clause, for any one of its debts, over all of its products in the possession of the client, the latter being by agreement presumed to be the unpaid ones, and WIRQUIN will be able to take them back or claim them in compensation for all unpaid invoices, without prejudice to its right to cancellation of sales in progress.

The client is authorised to resell the products in the framework of the normal running of his company. This resale authorisation is automatically withdrawn in case of receivership or winding-up by decision of the court.

In such cases, the client undertakes to inform WIRQUIN by registered letter in the 15 days following the declaration of suspension of payments.

The present clause does not prevent the risks of the merchandise from being transferred to the purchaser from output from the WIRQUIN factory, the said purchaser then taking on the responsibility of trustee and custodian of the said merchandise until complete payment of the price. Liability for loss or damage to Products is transferred to the Client as soon as they are shipped by Wirquin. Products are shipped at the Client's risk, and in the event of any damage or loss of products a detailed complaint should be made in writing in the form of an extrajudicial document or a recorded letter with proof of delivery, sent to the transporter within three days of delivery of the goods in question.

5.2: Price and conditions of payment

The applicable pre-tax prices are those in force as of the date of order.

Prices are pre-tax, ex-works and include packaging, with the exception of special packaging which may give rise to extra charges. However, in order to take into account any price fluctuations which may occur between the date of order and date of delivery, goods will be invoiced at the price and conditions in force on the day the order is delivered (plus VAT at the rate applicable as of the date of the invoice). Clients will be informed in advance of any changes to prices at least 30 days before they come into effect, except in cases of substantial and/or exceptional increases in the cost of raw materials.

The price chart showing any discounts applicable to the commercial relations between the parties is given in the catalogue attached to these general terms and conditions of sale, and is freely available on the WIRQUIN website at the following address: https://www.wirquingroup. com/. Unless a specific alternative arrangement is in place, the prices shown on order forms are valid for a maximum period of 12 months.

The applicable pre-tax price is that in force as of the date of order.

The prices are fixed postage and packing paid at the place requested for any order meeting the minimum amount fixed in the sales agreement.

International deliveries or those to warehouses or to the industry division clientèle may have specific provisions applied to them.

An invoice is drawn up for each delivery and issued on the date the goods leave the factory. This invoice will include all legal notices, including price reductions granted at the date of sale and directly related to the sales transaction.

The invoice is issued in electronic form (PDF) signed by a digital certificate pursuant to article 289 VII 2 of the French General Tax Code via our service provider QWEEBY, or in EDI form pursuant to article 289-VII 3.

The invoice can be issued in paper form and 1 copy sent by postal mail pursuant to paragraph 1 of Article 289 VII or 289-VII 1, at the written request of the customer, and any additional duplicates are invoiced six Euros (€6).

Failure to issue an invoice has no effect on the sums payable.

In the absence of agreement on exemption or in the case of a risk of insolvency such as provided for in article 2 of the present terms, all invoices are payable to the headquarters of WIRQUIN. The payment deadline is set at 30 days following receipt of the merchandise, in accordance with Paragraph 8 of Article L441-6 of the Code of Commerce. Payment is taken to mean the actual collection by WIRQUIN of the sums owed by the client. In case of deferred payment or payment by instalments, in the meaning of the present article, a payment is made up, not by the simple remittance of a commercial paper or a cheque implying an obligation to pay, but by their payment at the agreed date.

In the absence of agreement on exemption, any payment before shipment gives the right to a discount showed on the invoice, except for customers having payment terms of less than or equal to 30 days from the end of the month.

In accordance with Article L442-6 I 8° of the Code of Commerce, it is unlawful to withhold payment of attested, liquid, payable debts for the purposes of compensation, or to delay payment on account of failure to respect a delivery deadline or because the products in question are defective. Under no circumstances can disputed sums be deducted from future payments without the explicit consent of WIRQUIN.

5.3: Late payments

In the event of late payment, in accordance with Article L441-6 of the Code of Commerce and European directive 2011/7/EU on late payments, late payment penalties will become payable, without the need for further warning, the day following the due date of the invoice in question, calculated at the rate applied by the European Central Bank (ECB) during its most recent refinancing operation, plus 10 percentage points (rate fixed twice annually). This rate of interest will be charge for the period running from the due date to the date on which payment is received and confirmed. In accordance with Article D441-5 of the Code of Commerce and Decree No.2012-1115 of 2nd October 2012, a fixed charge of 40 Euros per invoice becomes payable on the day following the due date, as compensation for recovery costs,

If further action is required to recover sums owed, the customer will also have to pay WIRQUIN 15% of the whole outstanding amount in the form of a late payment penalty.

The Client will be responsible for reimbursing all costs incurred in recovering the sums owed,

including the fees of judicial officials. This includes the proportional fee charged by bailiffs, as defined in Articles 10 and 12 of the Decree of 8th March 2001, updating the decree of 12th December 1996 (No. 96/1080) concerning bailiffs' fees. If he is able to produce evidence of recovery costs greater than those provisioned for in the preceding paragraph, the vendor is entitled to request additional compensation.

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These penalty charges and fees will be payable upon simple request.

Any incident occurring at one of the due dates will render all sums due liable for immediate payment without prior notice. WIRQUIN may suspend all orders in progress without prejudice to any other action.

Under no circumstances, even in the event of a dispute, may payments be suspended or be the subject of any compensation without the prior written consent of WIRQUIN. Any part payment will firstly be applied to the unsecured part of the debt, then to the sums longest outstanding. Unless explicitly agreed in writing beforehand, WIRQUIN accepts no offsetting of debts, with the exception of cases of legal offset stated in the Civil Code.

If payment has still not been received within one month of an official warning, which has not been heeded, the contract may be terminated at the vendor's request. The vendor may then demand the return of the products in question, without sacrificing his right to seek further damages and interest payments. This termination will affect not only the order in question, but all other outstanding orders, whether they are delivered or in the process of being delivered, and whether payment is due or not. In cases involving payment by a bill of exchange, failure to return the bill in question will be considered as a refusal akin to a default on payment. Similarly, when payment is split into instalments the failure to pay a single instalment will render the whole outstanding debt payable in full, with no further warning.

In all of the cases listed above, sums due for other deliveries or other transactions will become payable immediately, if the COMPANY does not instead opt to terminate the orders in question.

Article 6: Intellectual and industrial property

All technical and commercial documents and sales tools, including sales and merchandising concepts, remain the exclusive property of WIRQUIN, the sole holder of the intellectual and industrial property rights to these items, and they must be returned immediately if requested. Clients must take responsibility for all such resources entrusted to their care.

Clients must also undertake to forego any usage of such materials which could infringe upon the rights or image of WIRQUIN.

WIRQUIN retains sole ownership and usage of its brands and products. Sale transactions do not confer any claim to these rights upon clients. The same applies to all intellectual and industrial property rights attached to the products sold.

Article 7: Specific provisions for the listing of WIRQUIN products by clients (DIY shops, professional merchants etc.).

The parties expressly agree to abide by the provisions of the *Code de Bonne Conduite* 2014 and its appendices, signed by UNIBAL and the FMB ("Code of Conduct for commercial practices between professionals in the DIY, gardening and home improvement sector") and any existing or future updates, particularly for the procedure and time limits applicable to the termination of commercial relationships (unlisting products and the decision not to renew listing agreements). If the length and/or importance of the commercial relationship justifies such a measure, or in cases where the pre-existing commercial agreement was more favourable to WIRQUIN, the notification period for unlisting or non-renewal will be increased. The warning period should be doubled for all own-brand products, giving WIRQUIN time to sell off their existing stock of specific products. Following the termination of commercial relationships, WIRQUIN will not take back clients' unsold stock. Concepts, tools and other commercial resources must be returned, at the client's expense.

Unless a specific agreement to this effect is in place, the decision to unlist a product or modify an existing product listing does not oblige WIRQUIN to accept the return of unsold products which are no longer offered for sale by the client.

Any discount or commercial cooperation agreement calculated on the basis of the turnover generated by WIRQUIN's dealings with the client will be calculated with reference to the turnover invoiced and received by WIRQUIN after deduction of unpaid sums, credit notes and free gifts, transport costs, winding-up costs, outstanding invoices and late payment penalties. Any commercial cooperation agreements or services provided by the client for WIRQUIN's benefit should be invoiced on the basis of reciprocity of deadlines. These bills should thus be subject to the same payment deadlines and conditions which apply to invoices for goods. Clients providing services under such commercial cooperation or service provision arrangements must certify that the services in question comply with the Code of Commerce, providing evidence when requested.

Article 8: Force majeure

WIRQUIN can under no circumstances be held liable for failure to fully satisfy their contractual obligations as a result of the actions of the buyer, or insurmountable or unforeseeable factors affecting a third party involved in the contact, or instances of *force maieure*.

Events considered as cases of *force majeure* discharging WIRQUIN from its obligation to deliver include: war, riots, fire, flooding, strikes, lock-outs, computer viruses, accidents, the impossibility of obtaining supplies, adverse weather conditions hindering the normal operations of transporters, traffic restrictions imposed by the public authorities etc.

Article 9: Resolution or termination

The vendor is fully entitled to terminate orders via a simple letter, in cases where an official warning has been sent by recorded post or by email and not met with a response within 15 days of delivery, in cases including:

- refusal by the buyer to accept delivery;

- failure to pay the price (or outstanding account balance) upon delivery.

In all such cases, the down payment made upon placing the order will be retained by the vendor as compensation.

Termination of transactions due to a buyer's failure to fulfil their obligations will entitle WIRQUIN to seek payment of damages. If WIRQUIN has already manufactured all or some of the products covered by the corresponding contract, the damages the company may seek will cover the total pre-tax value of these products. In other cases, the damages will be estimated on a pro rata basis with reference to the pre-tax value of the goods ordered, as shown on the order confirmation.

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The vendor is also entitled to forego this right to terminate the contact and take the case to court to enforce execution of the contract, or seek any other outcome.

In cases of cancellation or termination with the consent of the company involved, the client will cover all costs of returning the goods to WIRQUIN's company headquarters.

Article 10: Personal data

Clients are hereby informed that WIRQUIN, in its capacity as a data processing entity as per the applicable regulations, handles the contact data - including full name and contact details - of persons with whom the company is in contact within Client's organisations, in order to ensure the execution and follow-up of orders and customer relations.

Depending on the circumstances, the legal basis for the handling of such personal data may be: (i) the execution of pre-contractual or contractual provisions and/or (ii) compliance with legal and regulatory obligations and/or (iii) the legitimate interests of WIRQUIN.

Such data may, when necessary, be made accessible to WIRQUIN subsidiaries internationally and/or service partners and sub-contractors, all of whom are bound by confidentiality and security obligations guaranteeing a sufficient level of respect for privacy, these conditions being defined in the applicable regulations.

Unless it needs to be stored for a longer period of time (i) as evidence, for the legally applicable maximum period, and/or (ii) in compliance with any other legal or regulatory requirement, this data is stored for a period not exceeding 3 years following the end of the contractual relationship between WIRQUIN and the client or, for prospective clients, after the date of collection or the final interaction.

Persons concerned by this data collection have the following rights over their data, as per the conditions set out in the applicable regulations: a right to access, correct, delete and export data, a right to stipulate the terms of storage, removal and communication of personal data after their death, the right to restrict or to oppose all handling of their personal data. To exercise these rights, send an email to the following address: web@wirquin.com. Anybody affected by these processes is entitled to submit a complaint to the CNIL.

Article11: Settlement of disputes: LEGAL COMPETENCE

12.1 Applicable Law and language These terms and conditions are governed by French law exclusively In case of international sales, for all questions not settled by the present conditions of sale and French law, the parties agree to refer to the Vienna Convention on Contracts for the International Sale of Goods of 11th April 1980.

In the event of conflicting view or difficulties of interpretation, the French version of these general terms and conditions shall take precedence over any other versions. For the application of these terms and conditions, WIRQUIN shall be considered resident at its company headquarters.

12.2 COMPETENT COURT: FOR ALL DISPUTES REGARDING THE VALIDITY, INTERPRETATION OR APPLICATION OF THIS CONTRACT, THE TRIBUNAL DE COMMERCE DE NANTES SHALL BE CONSIDERED THE ONLY COMPETENT COURT, INCLUDING IN CASES OF APPEAL OR CASES WITH MULTIPLE DEFENDANTS.

An extract of these General Terms and Conditions of Sale is printed on the back of the company's invoices.

RANGES	Models	Warranty (years)
Toilet seats and accessories	All models with the exception of the special cases below.	2
	MODUFIX seats.	5
	WC accessories (toilet brushes, toilet roll holders, etc.).	2
WC Mechanisms and Float Valves	All models except special cases below.	10
	Brass mechanisms for renovations.	2
WC cisterns	All models.	10
Support Frames	All models.	10
	All control panels	2
WC Pipes and waste connectors	All models except specific cases below.	2
	MAGICFLEX range of flexible connectors.	5
Walk-in showers	All models except the special cases below	5
	James and Slim wastes for installation on screed	10
Wastes	All models exception the special cases below	2
	Bath cable waste system	5
	TWISTO, TOURBILLON, TYPHON, James and Slim shower washes.	5
	COMPACT flexible trap.	5
	The TOUT EN UN, NANO 6.7, XSPURE and WIRQUIN NEO range.	5
	QUICK CLAC bath and washbasin wastes.	5
	ESPACE trap and tubing. SENZO waterless trap.	5
	SENZO wateriess trap.	C
Other Products /	Ventapipes	2
	Seals	wear parts
	Hydrotherapy (handshowers, hoses, columns, trays)	2
	Electronic components	2
	Shower tray feet	5
	Spare parts and accessories	2

NB: If a longer warranty is stated on the product packaging, the longer warranty period applies.