

GENERAL SALES AND SERVICE CONDITIONS (January 2021)

I – INTRODUCTION

These general conditions establish the terms and conditions governing all sales or services performed by ERLAB DFS. **By placing an order with ERLAB DFS, the client agrees to adhere to these conditions without reservation.** No exception to these conditions will be deemed valid unless exception has been approved in writing by ERLAB DFS. No other general sales conditions or conditions of a similar type may prevail over the present general sales and service conditions even if the former contains provisions to the contrary. In the event of a contradiction between the respective conditions of each party and in the absence of a resolution, the contradictory clauses shall be deemed null and void, without prejudice to the validity of the sales or service contract. The client is a professional and is exempt from the provisions of consumer law.

II - ORDERING PROCESS

II – 1: device orders

The order placed by the client, on the basis of the catalog and current prices or the quote sent to the client, must be confirmed by ERLAB DFS via an acknowledgement of receipt of order, otherwise the sales contract will be deemed invalid. In the event that the client introduces an error when creating the order or that product numbers, prices, or sales conditions are modified by ERLAB DFS, the order confirmation shall include the modifications required as a result of these errors or modifications. The client must verify the order confirmation issued by ERLAB DFS.. The customer will have the possibility to modify his order without penalty, provided that the modification is made before the week preceding the departure of the goods. Any request to modify the order made after this period and validated by ERLAB DFS will be subject to the lump sum payment of the sum of one hundred and fifty euros per pallet. Without prejudice to the abovementioned provisions, any order confirmed by ERLAB DFS obliges the client to accept the delivery of the product or service ordered and to pay the agreed upon price.

II-2: service orders

Yearly maintenance contracts may be executed between ERLAB DFS and its clients, with payment for services due at the beginning of the contractual term. If payment is not received at the beginning of the contractual term, the price will be increased by 10%. If a filter or part is found to be in need of replacement during a maintenance visit, the client must issue an adjustment order within seven days following the visit by the service provider's technician.

II-3: order subject to prepayment

Any order confirmation issued for an order subject to prepayment will be valid for a maximum of sixty days. If payment in full is not effected within the sixty days from the order confirmation date, ERLAB will be entitled to void the order.

III – TRANSFER OF RISK

Risk is transferred to the client at the moment that the carrier delivers the goods to the client, except in the case that the client signs the shipping contract themselves and assumes any risks at the moment that the goods are transferred from ERLAB DFS to the carrier or to the client themselves.

IV – PRICING AND PAYMENT

Our prices are given in Euros, excluding taxes and including charges for standard packaging; shipping and certain special packaging are added as separate charges. ERLAB DFS is obliged to honor only the most recent prices to date. The price list made available to clients is based on a maximum payment term of 60 days or 45 days end of the month from the date of invoice. An early payment discount may be granted according to the early payment discount schedule listed on the invoice. The client chooses the payment date and corresponding early payment discount rate in agreement with ERLAB DFS. In the event that the client does not strictly adhere to the selected payment date, an adjustment credit note based on the actual date on which full payment was received will be issued for the discount granted. For regular clients, payment terms shall be subject to a prior credit check, with a credit limit set for outstanding orders. Under no circumstances may the client impose their own payment terms or discounts. The accepted method of payment is that which is listed on the invoice. Failure to pay by the due date listed on the invoice shall result in the accrual of late fees equivalent to three times the French legal interest rate. In case of delay, the lump-sum compensation for recovery costs is fixed at forty (40) Euros. Any order over ten thousand Euros shall require a 30% down payment.

V - DELIVERY AND SERVICE LEAD TIMES

ERLAB DFS shall use the order confirmation to inform clients of the lead time for the delivery of any devices and filters ordered. ERLAB DFS shall make every effort to uphold these lead times; however, lead time information is provided as an estimate only, and under no circumstances may ERLAB DFS be held liable in the event of a late delivery. For service deliveries, the secretarial office of the Asura department shall contact the client in order to set a date, by mutual agreement, for the technician's maintenance visit. Asura makes every effort to adhere to the agreed upon date, but may not be held liable under any circumstances should the agreed upon date be modified for reasons outside the company's control. If Asura's technician arrives at the client's facilities on the agreed upon date and time and is unable to perform the services required for reasons attributable to the client, the client will be invoiced for the technician's travel expenses at the rate in force on the date of the service.

VI – DELIVERY

The client must examine the goods upon receipt. The client is required to confirm that they are the intended recipient of the products delivered (verification of package labels), that there are no missing packages, and that the packages received are in good condition before the carrier leaves the premises. If a package is missing or if a package shows evidence of mishandling, the client is required to note these reservations on the bill of lading submitted by the carrier and to notify ERLAB DFS the same day. Any reservation noted in reference to evidence of mishandling must specify the type of evidence: packaging caved in, open, or punctured, pallet film wrap removed or pulled away, etc. The client must, except in the event that ERLAB DFS will be responsible for device commissioning, remove the devices from their packaging and install them as soon as possible to ensure that they conform to the order confirmation and that they lack any obvious defect or damage. The client must submit any reservations by registered letter with confirmation of receipt to ERLAB DFS no later than three days from the delivery date. If reservations were noted with the carrier when the goods were received and if, upon re-inspection, there is truly a package missing or items damaged, these reservations must be confirmed by registered letter with confirmation of receipt within three days from the delivery date sent to both the carrier and to ERLAB DFS.

If the client fails to submit such reservations within a three-day period from the delivery date and in compliance with the abovementioned provisions, the following irrefutable assumption shall apply: it is assumed that the client has received the devices and that these devices conform to the order confirmation and are free from any obvious defect, or that the client has accepted said defects.

VII – REFUSAL OF ACCEPTANCE OF GOODS

The client is prohibited from refusing to accept any product ordered except where either of the two following conditions applies: the product delivered fails to conform to the order confirmation or an obvious defect is found to affect the product ordered. In the event that the client refuses to accept an order, products may be stored at the client's expense and risk.

VIII - CONFORMANCE OF GOODS

The representation of any products available for purchase as depicted on any type of medium (web site, catalogues, etc.) is provided for illustrative purposes only; these representations are non-binding and have no contractual value. Modifications may be made to the devices available for sale; thus, non-conformance, as reported by the client, may only take account of the products' capacity to fulfill the functions for which they were designed. If the client has a special need for a function or possible application of the device that cannot, objectively, be deemed essential, they must specify this need on their order so that the level of conformance expected can be guaranteed. A device having a product number different from that listed on the order confirmation is automatically considered to be non-conforming.

IX – COMMISSIONING OF THE DEVICES

At the client's request and depending on the country, ERLAB DFS is able to provide commissioning services for devices delivered. This service must be requested at the time that the order is placed for the device and shall be invoiced according to the price listed on the order confirmation as well as the invoice. The client must examine the goods upon receipt. The client is required to confirm that they are the intended recipient of the products delivered (verification of package labels), that there are no missing packages, and that the packages received are in good condition before the carrier leaves the premises. Any time that a package appears damaged or is missing, the client is required to note these concerns on the bill of lading submitted by the carrier and to notify ERLAB DFS the same day. Any reservation noted in reference to evidence of mishandling must specify the type of evidence: packaging caved in, open, or punctured, pallet film wrap removed or pulled away, etc.

-If reservations were noted with the carrier when the goods were received and if, upon re-inspection, there is truly a package missing or items damaged, these reservations must be confirmed by registered letter with confirmation of receipt date sent to both the carrier and to ERLAB DFS within three days from the delivery.

In the absence of any reservations submitted by the client at the time of the delivery and confirmed within the three days following delivery, the client may not report a missing package or any damage to items contained in a package that shows evidence of mishandling.

-Provided that all packages are in good condition, the client may not unpack the goods and must ensure that they are properly stored until the arrival of the technicians in charge of commissioning the devices. The technicians responsible for the commissioning shall unpack the products, install the devices, and test them for proper functioning. After confirming that the goods conform to the order confirmation and checking for any obvious defects, the client may note any reservations on the documents submitted for this purpose by the technicians responsible for the commissioning of the devices. In the absence of any reservations, the client may not report any obvious defect or non-conformance at a later date.

X- MAINTENANCE AND REPAIRS

At the client's request, ERLAB DFS is able to make visits, in France, to service all brands of recirculating fume cupboards and filtered air cabinets. An international network of companies specializing in the maintenance of the devices sold by ERLAB DFS, known as "Asura Authorized Licensees," has been approved by ERLAB DFS. Upon request, ERLAB DFS is able to send a list of licensed companies to its clients. ERLAB DFS strongly recommends that its devices be commissioned and maintained either by ERLAB itself or by licensed Asura® companies.

In the event that repair work is needed after an inspection has been performed, the following distinction applies:

-For Captair® brand devices, ERLAB DFS agrees to perform all repairs and provide the required spare parts (if these parts are still in production or stock) and replacement filters, if necessary.

-For other brands, ERLAB DFS may refuse to perform repairs if the device has any unusual characteristics; likewise, the company will not replace a used filter or spare part unless it is able to offer a filter or spare part that is suitable for the device.

If justified, the client may note any reservations on the service report, which must be submitted to the client by the Asura technician. Regardless of whether or not any reservations have been reported in regard to the services performed, the client is required to sign the service report submitted by the Asura® technician on the same day in which the service is performed.

Maintenance technicians may be called to collect used filters, but only after a statement has been issued regarding the ways in which the filter was used. Before ordering, client must inform ERLAB DFS whether the service will be performed on a risky site (ionizing, chemical, bacteriologic, etc.). In this case, a specific contract may be signed.

XI - FILTER STORAGE

Filters should be stored under the following conditions:

- a temperature between 10 ° and 40 ° degrees Celsius;
- a humidity level not to exceed 85%;
- storage must be carried out flat for carbon filters and vertical for HEPA filters;
- in any event, storage may not extend beyond three months for the K and F filters and twelve months for the other filters.

XII- SUBCONTRACTING

In order to ensure the preventive maintenance / commissioning of the devices, ERLAB DFS will have the possibility of calling on a subcontractor. Consequently, the client, subject to opposition on his part when concluding the contract, agrees to the intervention of the subcontractor.

In order to ensure, in accordance with our methods, the preventive maintenance / commissioning of devices, ERLAB DFS certifies that all of our subcontractors have been trained in our procedures.

XIII - SECURITY - DATA PROTECTION

ERLAB DFS undertake to act in compliance with the rules relating to the protection of individuals with regard to the processing of personal data and in particular Regulation (EU) No. 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC ("General Data Protection Regulation"). For further details our policy is available on our website www.erlab.net

XIV – WEEE

ERLAB DFS is committed to recycling its products. ErLAB professional electrical products that you use in your activities become Waste Electrical and Electronic Equipment (WEEE) when they reach the end of their life. In France, the Environmental Code (articles R.543-172 et seq.) Has defined

since 2005 the management methods for the WEEE recycling sector, based on the principle of Extended Producer Responsibility (EPR). Thus, any Producer placing professional EEE on the market must organize and finance the collection, depollution and recycling of its equipment.

Committed to a responsible approach, ERLAB DFS has chosen to fulfill its regulatory obligations by financing a collective recycling channel, in order to pool resources with other manufacturers, distributors and importers. It is a member of ESR, which coordinates the collection, depollution and recycling of professional WEEE within ESR, the non-profit eco-organization approved by the public authorities to ensure the general interest mission of managing waste. WEEE. The establishment of ESR services by ERLAB DFS demonstrates a desire to be involved in a high-performance sector to manage the end of life of its equipment placed on the market. It is also the way to guarantee you a reliable and quality service for the collection and recycling of your professional WEEE.

XV – WARRANTY

Excluding labor and transport, the devices and spare parts are protected by a one-year warranty that takes effect on the day on which the sale is concluded between ERLAB DFS and their client or the date on which the spare part is installed. Any online product registration will give the customer an additional year of warranty. The warranty may be extended up to ten years subject to compliance with our General Conditions of Sale and the conditions mentioned on our website

- In the event that the delivered product fails to conform to the order confirmation or has an obvious defect, as reported by the client upon delivery and/or within a period of three days and acknowledged by ERLAB DFS, the delivered products shall be replaced free of charge within a reasonable timeframe.

- If, during the warranty period, a latent defect is discovered that renders the device unsuitable for its intended purpose, the client shall notify ERLAB DFS in a timely manner by telephone and by letter with acknowledgement of receipt.

ERLAB DFS shall then either have the client return the defective device, in accordance with the conditions set forth by Article XIII, or repair the device at the client's facilities, with all expenses borne by ERLAB DFS.

ERLAB DFS may decide to repair the device at the client's facilities if this service will suffice to bring the device back into perfect working order within a reasonable timeframe from the date on which the letter reporting the discovery of said latent defect was received. For device returns, once the defect is acknowledged by ERLAB DFS, the latter will have the option, within a reasonable timeframe, of either delivering an equivalent product in exchange for the defective product or repairing the defective device. The warranty period shall be extended by a period of time equivalent to the number of days between the discovery of the defect and the replacement or repair of the device. The warranty offered by ERLAB DFS and set forth in the present clause precludes the client's right to file any claim for damages and interest pertaining to non-conforming or defective goods.

XVI – WARRANTY EXCLUSIONS

Consumables are not covered by the warranty. Filters, subject to respect the storage (article XI) and Captair pyramids are covered by the warranty until they are used for the first time. Any damage to the device due to a lack of

maintenance, poor installation, improper use, an outside event (e.g., electrical shock, impact, flooding), or normal wear and tear is excluded from the warranty. Any service work on the devices, with the exception of initial installation, performed by the client or a third party not licensed by ERLAB DFS, automatically terminates the warranty set forth in Article XI. Any use of the device after the discovery of a defect affecting said device, prohibits the client from availing themselves of the present warranty.

XVII – PRODUCT RETURN

Any device return will be subject to a prior approval in writing from ERLAB DFS. Once ERLAB DFS has given their approval, the client must return the device as soon as possible. Returned devices must be accompanied by a detailed explanation in which the client describes the applications performed in the device and the defect(s) justifying the return of the device. Only those defects reported by way of said document shall be repaired free of charge or be deemed grounds for a product exchange, also free of charge, insofar as these defects are covered by the warranty. If performance of the warranty involves returning the defective product to ERLAB DFS, any repair and shipping costs shall be borne by ERLAB DFS. However, the risk of theft, loss, or physical wear to the product during transport shall be borne by the client; therefore, the client is responsible for taking all measures necessary to protect the device during transport (adequate packaging materials). The device may not be returned to ERLAB, without its used filter(s), unless it has been completely decontaminated and a statement has been issued specifying the applications carried out within the device. No used filters will be taken back by ERLAB DFS.

XVIII – RETENTION OF TITLE

Title to the device is transferred to the client on the date on which price is paid in full by the client, except in the event that the device is re-sold to a third party. In the event of damage to or loss of a device, the price of which has not been paid in full, ERLAB DFS shall be subrogated to the rights of the client with respect to the client's insurer. If the device is re-sold to a third party, the rules of real subrogation (transfer of rights in exchange for the resale price) shall apply beginning on the anticipated payment date if payment has not been effected in full on this date. This provision shall not prevent the transfer of risks that occurs upon hand-over of the goods to the client or their carrier, in accordance with Article III.

XIX – LIABILITY & DISPUTES

In the event that ERLAB DFS is held contractually liable for breach or misfeasance of its obligations, the penalty thereby due may not exceed the value of the goods or services giving rise to the damages. Any dispute in relation to the present general sales conditions, whether said dispute pertains to their validity or to their application, shall be brought before the Tribunal de Commerce de Rouen (*Rouen Commercial Court*), unless the parties have decided by mutual agreement to bring their dispute before an arbitrator selected by the parties for this purpose.