

## **SALES TERMS & CONDITIONS**

### **1. EXCLUSIVE TERMS & CONDITIONS**

Except if otherwise explicitly provided in a separate written agreement signed by C.P. Bourg, S.A.. ("C.P. Bourg"), these terms and conditions ("Terms") shall apply to, and govern, (i) all sales, rentals and leases of goods between C.P. Bourg and its customers ("Customer"), and (ii) all services provided by C.P. Bourg to Customer (including, but not limited to repairs, maintenance services, installation/implementation services, and training). The Terms supersede in their entirety any and all terms and conditions incorporated in Customer order documents or other documents furnished by Customer. Any order, including written purchase orders, electronic orders, or any other writings or communications from Customer received by C.P. Bourg shall be construed as an acceptance of C.P. Bourg's offer to sell and/or service in accordance with these Terms.

### **2. MODIFICATIONS TO GOODS AND PUBLISHED PRICING**

Client acknowledges that the published good specifications and published pricing for all goods offered by C.P. Bourg are subject to change from time to time at C.P. Bourg's sole discretion.

### **3. ACCEPTANCE AND CANCELLATION OF PURCHASE ORDERS**

A Customer purchase order will be deemed to have been accepted by C.P. Bourg unless C.P. Bourg rejects Customer's purchase order by written notice to Customer within ten (10) business days of C.P. Bourg's receipt of Customer's purchase order. Except as otherwise provided below or as otherwise agreed in writing by C.P. Bourg, all Customer orders accepted by C.P. Bourg are non-cancellable.

### **4. DELIVERY**

C.P. Bourg shall not be liable for delays or failure in or default in delivery of goods or services arising out of, or resulting from, causes beyond its control, even if C.P. Bourg has expressly agreed to a binding delivery deadline.

Such causes include, but are not limited to, acts of God, acts of Customer or of the government, or of a public enemy, fire, flood, epidemic, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or default of suppliers due to any such causes. C.P. Bourg may deliver, and Customer shall accept, goods in advance of the scheduled delivery date in its sole discretion. C.P. Bourg may, in its sole discretion, without liability or penalty, make partial shipments to Customer. Customer cannot refuse such partial deliveries, nor request their suspension, pending full delivery. Except as provided below, all deliveries of goods are Ex Works from C.P. Bourg's designated Shipping Point ("Shipping Point"). At Customer's prior request in writing, and at C.P. Bourg's sole discretion, C.P. Bourg may, on the behalf of Customer, arrange for the delivery of goods via C.P. Bourg's existing forwarding relationships with global forwarders. In such case, C.P. Bourg will apply a fixed handling fee per order for handling and standard documentation according to C.P. Bourg's regular export practice. The costs of insurance, freight, and other transportation expenses, as requested by Customer, will also be for Customer's account. Customer expressly acknowledges, if such service is provided by C.P. Bourg, that all deliveries of goods remain Ex Works Shipping Point, Freight Collect.

### **5. PRICE**

Except as otherwise agreed by C.P. Bourg, (a) all prices, including related extras and deductions, are subject to change without notice and the price to be paid by Customer will be in accordance with C.P. Bourg's price in effect on the day of C.P. Bourg's acceptance of Customer's order; (c) goods prices do not include any freight/handling charges; (d) prices do not include any sales, use, excise, value-added or other tax, all of which present or future tax obligations are the responsibility of, and must be paid by, Customer.

All orders for goods will be subject to an additional handling fee.

### **6. INSPECTION OF GOODS**

Customer must inspect or test all goods upon receipt of the goods. Customer waives any right to assert any claim against C.P. Bourg or reject any goods arising from any manufacturer defects or shortages which would have been observable upon reasonable inspection or testing at the time of delivery, unless C.P. Bourg is advised of such manufacturer defects or shortages within two (2) days after receipt of the defective goods by Customer, a period which the parties agree is reasonable for this purpose. All other claims relating to goods and services are subject to the warranty terms in Section 9 below.

### **7. TRANSFER OF TITLE & RISKS OF LOSS**

Except as otherwise agreed to by the C.P. Bourg and Customer in writing, C.P. Bourg's obligation is to deliver goods to a carrier at the Shipping Point. C.P. Bourg reserves the right to produce and ship all or any part of the goods specified in any order from any of its plants or facilities or those of its suppliers. Title and risk of loss passes to the Customer at the moment of C.P. Bourg's delivery of the goods to the carrier at the Shipping Point.

Although C.P. Bourg may assist Customer in connection with pursuing any claim for damages sustained during the transportation of goods by a third-party carrier, C.P. Bourg shall not thereby assume any obligations for such damage or for continuing to assist Customer in the presentation of its claim to any carrier.

## **8. PAYMENTS**

Except as otherwise specified in C.P. Bourg's applicable sales quotation or order acknowledgement, full payment for each order shall be made upon receipt from date of invoice. The unpaid past due balance for goods that have been delivered shall bear interest at the rate of 1½% per month until paid. Customer will be responsible for all costs of collection, including reasonable attorneys' fees. In the event Customer is delinquent on the payment of any monies due C.P. Bourg, C.P. Bourg may, in its sole discretion and without liability to C.P. Bourg, suspend its performance under any open purchase orders or other contracts with Customer, or terminate any open purchase orders and/or other contracts with Customer.

## **9. WARRANTY**

C.P. Bourg disclaims all warranties, whether express or implied, under the conditions defined below, warranted against any defects in material or workmanship during a period of 12 months from delivery.

If the good is used for more than 40 hours a week on average during the warranty period, the warranty period is reduced proportionate to the average usage in excess of the 40 hour per week benchmark. For example, if the good is used for 80 hours per week on average, the warranty period on such good is 6 months from delivery. Customer must notify C.P. Bourg in writing of any defects that may occur within 30 days of the Customer's

discovery of the defect. The foregoing warranty will not apply to, and C.P. Bourg will not have any liability for or obligations with respect to, any defects in goods that are not reported to C.P. Bourg in writing during the warranty period.

The foregoing warranty does not apply to (i) ordinary maintenance; wear and tear within the normal consumable life of a good; defects arising from the abuse; improper maintenance, storage, or operation of a good; or alterations, repairs or installations which have not been performed by an authorized representative of C.P. Bourg, or (ii) parts comprised of rubber or P.V.C components, lamps and lenses, rollers of offset

equipment, paper-binding equipment and folders. At its option, in response to a valid warranty claim related to a good, C.P. Bourg will be entitled to request the return of defective part(s) for analysis by engineering staff of C.P. Bourg,

C.P. Bourg will repair the defective good (either at Customer's site or at such other site designated by

C.P. Bourg), replace the defective good, or refund the purchase price of the defective good. Repair or replacement of a defective good will not extend the applicable warranty period. When a warranty claim arises, the risk of loss or damage to any goods returned to C.P. Bourg will be with Customer. If C.P. Bourg chooses to repair a defective good under warranty, C.P. Bourg may affect such a repair using new or remanufactured parts, provided that any remanufactured part shall perform to the same standards as a new part. Customer shall be responsible for, and the foregoing warranty shall not apply, to all labor charges and travel expenses incurred by C.P. Bourg in connection with its repair or replacement of any warranted good or in connection with its investigation of any warranty claim that is determined to be invalid. Customer shall provide written notice to C.P. Bourg of any breaches of the foregoing warranty claim related to services within eight (8) days of the completion of the services. C.P. Bourg shall reperform all services in breach of the foregoing warranty. The remedies set forth in this Section 9 shall be the Customer's sole and exclusive remedy and C.P. Bourg's entire liability for any breach of the limited warranties set forth in this Section 9. Notice on any claim under this warranty must be served on C.P. Bourg within fifteen (15) days of the date of the occurrence of the defect which is the cause of complaint and shall include at least the following information: 1. machine model; 2. serial number; 3. date installed; 4. name of the customer; 5. address of the customer; 6. reference of part replaced; 7. date replaced; 8. reason for the replacement; 9. contact person in case of need of further information. Upon receipt of such report, C.P. Bourg will provide a Returns Material Authorization (RMA) Form which must be included in the return's shipment.

## **10. LIMITATION OF LIABILITY**

C.P. BOURG WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES OR FINES, INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM THE LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS OR LABOR COSTS, ARISING FROM (I) THE SALE, USE, OR INSTALLATION OF GOODS, (II) SERVICES PROVIDED BY C.P. BOURG, (III) GOODS PROVIDED BY C.P. BOURG BEING INCORPORATED INTO OR BECOMING A COMPONENT OF ANOTHER GOOD, (III) FROM ANY BREACH OF THIS AGREEMENT OR FROM ANY OTHER CAUSE WHATSOEVER, WHETHER BASED ON WARRANTY (EXPRESSED OR IMPLIED) OR OTHERWISE BASED ON CONTRACT, OR ON TORT OR OTHER THEORY OF LIABILITY, AND REGARDLESS OF ANY ADVICE OR REPRESENTATIONS THAT MAY HAVE BEEN RENDERED BY C.P. BOURG OR C.P. BOURG'S AGENTS OR REPRESENTATIVES. C.P. BOURG'S MAXIMUM LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE COST OF THE GOOD OR SERVICE GIVING RISE TO C.P. BOURG'S LIABILITY.

## **11. LIMITATION OF ACTIONS**

Any cause of action arising from a breach of these Terms or relating to any goods or services provided by C.P. Bourg must be commenced within one year after the cause of action accrues.

## **12. GOVERNING LAW**

The interpretation, construction and validity of these Terms shall be governed by the laws of Belgium.

### **13. SERVICE TRAINING, INSTALLATION AND OPERATOR TRAINING**

The Customer is required to have all/any service staff to undergo a C.P. Bourg Service Training ("Service Training") on the appropriate product prior to serving or installing any C.P. Bourg equipment. Alternatively, the Customer may request a quotation from C.P. Bourg to have a C.P. Bourg technician perform the installation and operator training. In the event where an untrained person has serviced the equipment, the warranty on the equipment is automatically forfeited. The Customer may request a quotation for Service Training which will be performed at C.P. Bourg's designated location.

### **14. AFTER SALES SERVICE**

First-Level support must be performed by the Customer's C.P. Bourg trained technician or by C.P. Bourg technician.

Second-Level support: the Customer may request remote email/phone support, the contact information may be found on the [www.cpbourg.com](http://www.cpbourg.com). Make sure to select the appropriate region for service. Third-Level support: the Customer may request a quotation for C.P. Bourg to provide on-site service support.

### **15. VALIDITY OF OFFER:**

All offers and quotations from C.P. Bourg are valid 1 month.

### **16. BANK INFORMATION**

C.P. Bourg, S.A. Belgium

BNP Bank:

IBAN: BE15-2710-0287-1030

SWIFT: GEBABEBB

Account: 271-0028710-30

### **17. Account Registration and Use of the Platform**

17.1. Usage of the Platform by the Customer requires completion of a registration process, with the creation of an account, including a username & password. It is the Customer's responsibility to ensure that the information provided is accurate and not misleading. By using the Platform, the Customer explicitly agrees to abide by the terms of use of C.P. Bourg website (<https://www.cpbourg.com/be/en/vendor>) as well as never use the names and/or information of another person nor publish or use vulgar, obscene or in any other way inappropriate texts, pictures, ....

17.2. The Customer expressly agrees that it is not C.P. Bourg's duty to verify that the Customers' employee/representative which is using the Customer's account on the Platform has the authority to make decisions on behalf of the Customer, including to confirm Purchase Orders and accept the present Terms of Purchase on its behalf. Customer shall, therefore, be solely responsible for all activities that occur under its username and password and CP Bourg shall always assume that any communication received under the Customer's account has been made by an authorized employee/representative of the Customer.

17.3. The Customer is solely responsible for its customer account and any actions taken within it. If the Customer becomes aware or suspect that any of its customer account, username and/or password or other confidential details have become known to a third party, please inform us immediately.

### **18. Privacy**

The Customer expressly recognizes that it has read and understood C.P. Bourg' Privacy Policy (Privacy policy - C.P. Bourg ([cpbourg.com](http://cpbourg.com))) and that it accepts its terms. Personal information (as defined by the relevant GDPR regulations) submitted by the Customer and/or its employees/representatives are subject to our Privacy Policy.

### **19. Abuses and unacceptable activities**

C.P. Bourg reserves the right to sanction any and all abuses (including but not limited to unjustified pricing increases, data pollution, virus/malware/spyware, impersonation, etc.) which may take place on the Platform, as such, C.P. Bourg is entitled to cancel or suppress any account related to the abuse and to claim compensation for all damages incurred.

### **20. Cancellation and termination**

Customer can cancel and terminate its account(s) by sending an email to [cti@cpbourg.com](mailto:cti@cpbourg.com)

CP Bourg reserves the right to terminate any account (e.g. in case of fraudulent, abusive, or otherwise illegal activity...) in its sole discretion.

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