



General Terms and Conditions of Sale

Article 1 - Definitions

In the present General Terms and Conditions of Sale, the following terms shall have the following meanings :

- **SOFRIGAM:** Société Anonyme Simplifiée with its registered office at 92565 RUEIL MALMAISON CEDEX, 1 rue de l'Union, CS20137, (France), registered with the Trade and Companies Register of Nanterre under number 312 235 302 00089, with whom the Contract is concluded, and its related companies ;
- **Customer:** any person who enters into a Contract with SOFRIGAM for the supply of Products or the provision of Services;
- **Products:** all products supplied by SOFRIGAM which may be purchased, in particular passive and active isothermal packaging as well as associated services sold under the brand name "SOFRIGAM";
- **Services:** all services provided by SOFRIGAM under the contract;
- **Contract or Agreement:** agreement concluded between SOFRIGAM and the Customer for the supply of the Service and/or the supply of Products, including the order form and its annexes, as well as all of SOFRIGAM's general and specific conditions;
- **General Terms and Conditions of Sale:** the present General Terms and Conditions of SOFRIGAM (hereinafter also referred to as the "GTC") ;
- **Specifically Agreed Conditions :** the conditions determined by SOFRIGAM and the Customer with regard to the sale and/or delivery of Products and/or the provision of Services;
- **Website:** The website www.sofrigam.com and www.sofrigam.fr

Article 2 - Scope of application of the GTC

They form an integral part of the contractual obligations and commitments of the Parties to form the basis of commercial negotiations between them. They are freely accessible on SOFRIGAM's website and can also be communicated by SOFRIGAM on request.

The present GTC are therefore applicable to all orders, quotations, offers and/or purchases of Products as well as to all verbal or written agreements between the Customer and SOFRIGAM, as well as to all subsequent contracts. They exclude the Customer's general and specific terms and conditions and/or any other general terms and conditions.

Derogation from the present GTC can only be made by Specifically Agreed Conditions subject to prior written approval between the Parties. In the event of a conflict between the GTC and the Specifically Agreed Conditions, the latter prevail.

Any document other than the present GTC, in particular catalogues, advertisements, notices, information, has only an informative and indicative, non-contractual value.

SOFRIGAM reserves the right to modify the present GTC, which will then be applicable as soon as they are published for all new orders.

Article 3 - Compliance with the obligations of Article 1112-1 of the Civil Code

The Customer expressly acknowledges having received all relevant information relating to the subject matter or cause of the respective obligations of the Parties to the contract or to the quality of the contracting parties, the importance of which is decisive for his/its consent. Likewise, the Customer acknowledges having given SOFRIGAM all information on his/its needs and expectations of the contract.

Article 4 - Conditions relating to the Customer

By placing an order with SOFRIGAM, the Customer certifies :

- having the quality of a professional (commercial company, sole proprietorship, auto-entrepreneur, self-employed professional, etc.).
- having the legal and financial capacity to make and fulfill an order.
- having ensured the conformity of the Products ordered with regard to his/its expectations and needs as well as the conformity of the premises which are to accommodate the said products: sufficient physical space, optimal storage conditions.

Article 5 - Orders

5.1 Terms and conditions of the order

SOFRIGAM will only be bound after written acceptance of the order. SOFRIGAM may refuse an order in whole or in part and is not responsible for any direct or indirect damage related to this refusal.

The Order Confirmation will specify : the identity and contact details of the Customer, the Customer's reference and, where appropriate, the reference of the framework contract under which the said order is placed, the description and catalogue references of the products chosen, the number of unit(s) per Product, the unit price exclusive of tax, the total price inclusive of tax, the total price inclusive of tax, the rate and amount of VAT applicable, the terms of payment (method and due date), the terms of delivery (place, date and transport costs) and any specific conditions wanted by the Customer and accepted by SOFRIGAM (conditions relating to transport, installation of the products, etc.).

The data mentioned on the order form (in particular the price and technical specifications) have priority over all other information, whether advertising or not.

The benefit of the order is personal to the Customer and cannot be transferred without SOFRIGAM's agreement.

5.2 Refusal of order by SOFRIGAM

SOFRIGAM reserves the right to refuse any order from a Customer:

- with whom there is a dispute relating to a previous order, in particular when the Customer has not respected one of the clauses of these GTC,
- if the Customer does not meet the required solvency requirements, SOFRIGAM has full discretion to assess this condition, without being able to be criticized for it.

5.3 Modification or cancellation of the order

Any modification or cancellation of an order requested by the Customer can only be taken into consideration if it is received in writing by SOFRIGAM before the manufacture of the product of the initial order and supply of raw materials. Under no circumstances may the Customer cancel his order once the Products have been delivered.

In the event of modification of the order by the Customer, SOFRIGAM will be released from the deadlines agreed for its execution.

If SOFRIGAM does not accept the modification or cancellation of the order, no deposit paid will be refunded.

5.4 Availability of Products

The Products are sold within the limits of available stocks. In the event of the unavailability of a product ordered, the Customer will be informed as soon as possible by SOFRIGAM who may choose either to delay the delivery date of this product with the Customer's agreement, or to cancel the order of this product. Cancellation of an order for a product due to unavailability can under no circumstances allow the Customer to cancel the order in its entirety if it concerns other products. Moreover, in the event of temporary or permanent unavailability of a product, which may or may not result in the cancellation of the order, the Customer may not claim any compensation or penalty of any kind, except in the event of proven serious misconduct on the part of SOFRIGAM.

Article 6 – Tariff - Prices

The Prices are taken 'net', excluding VAT and other taxes, costs and incidental expenses (packaging, shipping,) which are always borne by the Customer.

Any taxation, fees, public levy or other service to be paid in application of French regulations or those of an importing country or a transit country shall be borne by the Customer.

Prices are set at the rate that is in effect on the day the order is placed. This price list may be revised at any time, after prior information of the Customer. Any tariff modification will be automatically applicable on the date indicated on the new tariff.

Unless otherwise expressly stipulated in the offers, the Prices agreed between SOFRIGAM and the Customer are based on the

prices of raw materials, social security charges, salaries, transport costs, taxes, etc. in force and effect on the date of the offer made by SOFRIGAM. If one or more of these/this cost(s) undergo(es) an upward fluctuation during the execution of the Agreement, SOFRIGAM may pass on these fluctuations in the price paid by the Customer.

Article 7 - Deliveries

7.1 Terms and Conditions

Delivery is made in accordance with the incoterm concluded at the time of the order either by direct delivery to the Customer, or by simple notice of disposal, or by delivery to a shipper or carrier on SOFRIGAM's premises. The Customer may choose to take charge of the delivery of the Products ordered, by himself/itself or by any carrier of his/its choice, in which case he/it takes full and entire responsibility from the factory.

7.2 Transport costs

If the Customer uses SOFRIGAM's delivery service, the Customer will be invoiced for the transport costs of the ordered products mentioned on the Order Confirmation. These costs must be paid at the same time as the price of the Products, according to the terms and conditions set out on the Order Confirmation, and in compliance with the conditions of Article 11 below.

7.3 Delivery times

Delivery times are specified on the Order Confirmation. They only start running from the date the Order Confirmation is sent to the Customer by SOFRIGAM.

Deliveries are only made according to availability and in the order in which orders are received. SOFRIGAM is authorized to make deliveries in whole or in part.

The delivery times indicated are given as an indication and are not guaranteed. A delay in the delivery of Products and/or Services cannot give rise to compensation, or to the cancellation or modification of the order.

However, SOFRIGAM undertakes to make every effort to respect the agreed delivery date and to inform the Customer of any possible delay.

7.4 Risks and compliance

The Products can be delivered carriage free or cash on delivery to the agreed place; it is the responsibility of the recipient, in the event of damage or missing items, to make all necessary observations and to confirm his/its reservations by extrajudicial act or by registered letter with acknowledgement of receipt with the carrier within three days of the receipt of the Products, in accordance with article L 133-3 of the Commercial Code, and a copy of which will be sent simultaneously to SOFRIGAM. Failing this, the Product will be considered accepted by the Customer.

7.5 Acceptance

Without prejudice to the arrangements to be made with regard to the carrier, complaints about apparent defects, missing items or the non-conformity of the product delivered with the product ordered or the packing slip must be made to SOFRIGAM in writing, by registered letter with acknowledgement of receipt within the 3-day period provided for in article 7.3.

It will be up to the Customer to provide any justification as to the reality of the defects or anomalies noted. He must give SOFRIGAM every facility 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.

Article 8 - Returns

8.1 Terms and conditions

No returns are accepted without prior written agreement from SOFRIGAM. In any event, Products and/or Services ordered and returned or refused by the Customer will be invoiced normally. Any costs or damage caused to SOFRIGAM due to a return or refusal will be charged to the Customer, unless the Customer demonstrates that the Products and/or Services concerned were not in conformity with what had been contractually agreed and without prejudice to SOFRIGAM's prior written agreement.

No returns will be accepted after a period of 8 (eight) days following the delivery date.

Returned goods must be in the condition in which the supplier delivered them. The costs and risks of the return are always borne by the Customer.

8.2 Consequences

Any return accepted by SOFRIGAM will lead to the establishment of a credit note in favour of the Customer, after qualitative and quantitative verification of the returned Products; returns which do not comply with the above procedure will be sanctioned by the loss for the Customer of the deposits he/it has paid.

Article 9 - Warranty

9.1 Scope

The Products are warranted against any manufacturing and operating defects for a period of two years from the date of manufacture. Interventions under the warranty shall not have the effect of extending its duration.

SOFRIGAM will only be held liable under the guarantee for hidden defects for the replacement free of charge of defective Products, without the Customer being able to claim damages for any reason whatsoever.

The Customer is expressly informed that only the replacement part(s) and the working force are offered to him free of charge within the framework of the present contractual guarantee; the Customer therefore retains at his expense all shipping and reshipment costs of the parts as well as the possible travel expenses of a technician, the cost of which will be the subject of a prior estimate. Only after acceptance of this estimate can the contractual guarantee be exercised.

9.2 Exclusions

However, the contractual guarantee is excluded and SOFRIGAM's liability cannot be sought for any defect, malfunction, deterioration of a product and resulting damage to the Customer, arising from :

- Failure of the 12V battery of the Equipment due to abnormal use,
- Malfunctions of the Equipment related to the electrical network, not adapted or defective,
- Partial or incomplete recharging of the Product,
- Acts of sabotage, strikes, riots, war, fire, theft, flood, or other disasters not inherent to the Materiel,
- Non-compliance with maintenance standards, negligence or fault of the Customer's staff or its employees,
- Failure to notify the Service Provider of the defect within a maximum of 15 days after the occurrence of the defect,
- Abnormal use of the Product,
- Deterioration of the refrigerated box,
- Addition or connection of equipment of another brand,
- Changes in Equipment specifications,
- Use of supplies other than those recommended by the Provider,
- Variations, failures or short-circuit of the 220V electrical network or of the 12V connection of the vehicle where the Equipment is connected,
- Variations, failures or short-circuit of the auxiliary battery system, not dependent on the Equipment,
- Repairs or maintenance carried out by persons not authorized by the Service Provider,
- External interventions or interventions not approved by SOFRIGAM.

Under no circumstances shall this guarantee be extended to direct or indirect damage due to accidents caused to persons and/or goods as a result of any defects or faults whatsoever.

The guarantee of the Products does not apply to spare parts or batteries in the case of the products of the Coldway Inside range.

9.3 Out-of-warranty interventions

Any repair work carried out by SOFRIGAM outside the above warranties will be invoiced to the Customer on the basis of a quotation. These interventions are carried out by SOFRIGAM or by approved personnel and are guaranteed for 3 (three) months.

Article 10 - Invoicing

An invoice is drawn up for each delivery and issued at the time of delivery.

SOFRIGAM will send all invoices to the invoicing address expressly indicated by the Customer. Any change of invoicing address must be notified to SOFRIGAM by registered letter with acknowledgement of receipt at least 30 (thirty) days before the change becomes effective.

Invoices are paid by the Customer by transfer to SOFRIGAM's account.

Article 11 - Payment

11.1 Terms and Conditions

Unless otherwise stipulated, the purchaser has a period of 30 (thirty) days from the date of issue of the invoice to pay the order.

11.2 Delay or default in payment

In the event of late payment, SOFRIGAM may suspend all current orders, without prejudice to any other course of action.

Failure to pay all or part of the payments due on the due date will result in :

- the automatic application of late payment penalties of 3 times the legal interest rate (law n°92-142 of 31/12/1992);
- A fixed indemnity for collection costs of 40.00€ (according to article D441-5 of the Commercial Code);
- The immediate payment of all outstanding sums;
- the suspension of all pending services and deliveries, whatever their level of progress, until full payment of the sums due, including late payment interest and possible costs, without prejudice to fair compensation and the right of the service provider, at his choice, to terminate the contract.

Unless there is a special agreement, the amount of this late payment interest will be automatically charged on all discounts, rebates or reduction due by SOFRIGAM. All payments are intended for the settlement of the oldest invoices and will first be entered against interest on late and charges before the principal is settled.

The Customer will have to reimburse all costs incurred in the contentious recovery of the sums due, including the fees of public officers.

Under no circumstances may payments be suspended or be set-off whatsoever without the prior written agreement of SOFRIGAM. Any partial payment will be first entered against the non-preferential part of the claim, then to the sums which are oldest due.

A default of payment of more than 30 (thirty) days will be considered by SOFRIGAM as a payment incident allowing it in the future to refuse any new order from the Customer.

11.3 Warranty or payment requirement

Any deterioration in the Customer's credit may justify the requirement of warranties before the execution of the orders received.

This will be the case in particular if a modification, or if a transfer, rental, pledge or contribution of its goodwill has an adverse effect on the Customer's credit.

Article 12 - Retention of title

12.1. In accordance with the provisions of articles 2367 to 2372 of the French Civil Code, SOFRIGAM reserves ownership of the Products sold until full payment of their price.

12.2. The transfer of ownership of the Products is suspended until full payment of their price by the Customer, in principal and accessories, even when payment terms are granted. Any contrary clause, notably inserted in general terms and conditions of purchase, is deemed unwritten, in accordance with article L 624-16 of the French Commercial Code.

12.3. By express agreement, SOFRIGAM may exercise the rights it holds under the present retention of title clause, for any of its claims, on all of its Products in the Customer's possession, the latter being conventionally presumed to be those unpaid. SOFRIGAM reserves the right to take back or claim its products in compensation for all its unpaid invoices, without prejudice to its right to cancel current and ongoing sales.

12.4. The present clause does not prevent the risks of the Products from being transferred to the Customer upon delivery to the latter.

12.5. In this case, any sum paid by the Customer will remain definitively acquired by SOFRIGAM as fixed compensation, without prejudice to any other action that SOFRIGAM may be entitled to take against the Customer.

Article 13 - Liability/Limitation

13.1. SOFRIGAM declares that it holds a professional liability insurance held with the CHUBB group, covering its liabilities and obligations. It has subscribed, at its own expense, full and sufficient third-party and product liability insurance to cover its actual and potential liabilities, in particular in the event of a product defect or product recall.

13.2. When SOFRIGAM supplies Products or Services from third parties, its liability for any failure relating to such supply will be limited to the liability it can assert against the said third party. In such a situation, SOFRIGAM undertakes to defend the best interests of the Customer. The Customer will take all necessary measures in order to reduce the damage suffered as much as possible.

13.3 Nothing in the present article 13, nor in all of the GTC, may be interpreted as excluding or limiting the liability of the Parties with regard to : (i) loss or damage caused deliberately or through gross negligence by any of the Parties or its executives, directors, employees, agents or subcontractors; or (ii) personal

injury or death caused to any person by any of the Parties, or its executive, directors, employees, agents or subcontractors. (iii) payment of amounts due under the Agreement; or (iv) for any other liability which cannot be excluded by law.

Article 14 - Force majeure

14.1. The liability of each Party will be released in the event that it becomes impossible to perform all or part of its obligations due to the occurrence of elements having the character of force majeure, as usually retained by jurisprudence.

In addition, the following are expressly considered to be cases of force majeure: total or partial strikes, internal or external to the company, lock-outs, severe weather conditions, epidemics, blockage of means of transport or supply, for any reason whatsoever, earthquake, fire, storm, flood, water damage, government or legal restrictions, total or partial blockage of energy sources, in particular oil, or means of telecommunication, the cause of which is beyond the control of the Parties.

14.2. The Party invoking force majeure shall notify the other Party by registered letter with acknowledgement of receipt. The performance of the obligations of the Party prevented from carrying out its obligation due to force majeure will then be postponed for a period equal to the duration of the suspension due to this cause. However, beyond a period of thirty (30) days of interruption due to force majeure, each Party may choose to terminate the order/mission by registered letter with acknowledgement of receipt sent to the other Party.

Article 15 - Termination / Penalties

15.1 Cases of Immediate Termination

Any sales, supply and distribution contract concluded with SOFRIGAM may be terminated immediately, and without any other formality than sending the Customer a registered letter with acknowledgement of receipt, in the event of cancellation of the order, at SOFRIGAM's initiative and/or with its agreement, for the cases provided for in Articles 5.2. to 5.4. above, in which case any deposit paid by the Customer will be returned to him/her within 30 (thirty) days of the termination of the contract at the latest.

Similarly, the contractual relationship between SOFRIGAM and its Customer will cease immediately and automatically in the event of judicial liquidation or early dissolution of one of the parties.

15.2 Penalties for breach of contract

In case of non-compliance by one of the Parties with its contractual obligations, listed below, namely :

- * for the Customer: breach of his/its obligations under Articles 4, 5.3, 7.2, 11 and 16 of these GTC
- * for SOFRIGAM: violation of its obligations arising from articles 5.1, 7.4, 9 and 17 of these GTC, the sales contract may be subject to penalties as provided for in the new article 1217 of the Civil Code, which is of public order.

Thus and in application of the said Article 1217 of the Civil Code, the party towards whom the commitment has not been executed, or has been executed imperfectly, will have the choice, by way of penalty(ies), to :

- refuse to perform or suspend the performance of his/its own obligation,
- continue the compulsory performance in kind of the obligation,
- request a price reduction,
- cause the contract to be terminated and furthermore claim compensation for the consequences of non-performance.

For the application of these provisions, the injured party must first give formal notice to his co-contracting party by registered letter with acknowledgement of receipt of having to remedy the fact alleged against him/it, failing which, after a period of 30 (thirty) days, the injured party will request one of the aforementioned sanctions with express reference to the measure that he/it intends to apply.

By express agreement, this clause is not applicable in the event of failure by SOFRIGAM to comply with the delivery deadlines for its products mentioned on the Order Confirmation, in which case the parties agree to apply exclusively the provisions set out in Article 7.3.

In the event that the Customer is at the origin of the contractual breach, the sums paid by the latter in execution of the contract will remain definitively acquired by SOFRIGAM as compensation for early termination. In the event that SOFRIGAM is at the origin of the contractual breach, the Customer will be reimbursed all sums paid as a deposit, without any other compensation whatsoever, except in the case of proven serious misconduct.

It is reminded that each of the Parties will not be held liable and will not incur any risk of termination by its own fault, if it establishes that the impossibility of fulfilling its obligations is due to an unforeseeable, external and insurmountable event. In this case and unless otherwise agreed by the parties, this contract will be suspended for the duration of the event.

It is expressly stated that no products may be returned without the prior written agreement of SOFRIGAM.

Article 16 - Intellectual property rights

SOFRIGAM, in its capacity as a designer/developer, manufacturer and service provider of an intellectual nature, remains the owner of the rights relating to the results, elements and various deliverables that it produces (inventions, creations, studies, reports, etc.).

In any event, SOFRIGAM remains the owner of the methods, tools and know-how implemented within the framework of these GTC. It is expressly recalled that SOFRIGAM's particular know-how, which is the result of major investments, is protected by the secrecy and confidentiality to which the Customer, its employees and other persons by link of a contract are bound. The use made of it by the latter cannot be considered as a disclosure likely to put an end to the protection SOFRIGAM benefits from.

Article 17 - Protection of personal data (GDPR)

The information collected about the Customer is subject to computer processing by SOFRIGAM, in its name and on its behalf, the said information being essential for processing

orders. These information and personal data are also stored for security purposes, in order to comply with legal and regulatory obligations. They will be stored for as long as necessary for the execution of the services ordered and any guarantees that may apply after delivery.

Access to personal data will be strictly limited to the employees of the data controller who are authorized to process them on account of their position. The information collected may possibly be communicated to third parties linked to the company by contract for the execution of subcontracted tasks, without the Customer's authorization being required.

In accordance with Law No. 78-17 of 6 January 1978 relating to data processing, data files and individual liberties, as amended by Law No. 2004-801 of 6 August 2004, and by European Regulation No. 2016/.679, the Customer has the right to access, rectify and erase data, a right to portability of data, concerning him/her, as well as the right to oppose the processing for legitimate reasons - rights that the Customer may exercise by contacting the data controller at the postal or email address mentioned above, enclosing valid proof of his/her identity.

In the event of a complaint, the Customer may contact the data controller at the following email address info@sofrigam.com and the Commission Nationale de l'Informatique et des Libertés (CNIL).

[Article 18 - Referencing](#)

By accepting these GTC, the Customer expressly authorizes SOFRIGAM to quote the Customer's name and logo as a reference in all advertising, commercial and institutional documents.

[Article 19 - Confidentiality](#)

Any confidential information disclosed by SOFRIGAM to the Customer, or one of its affiliated companies, may not be used or disclosed to a third party. The obligations contained in this article will remain in force during and after the end of the Agreement, without any time limit.

All Products marketed by SOFRIGAM and appearing in its catalogues, commercial documentation and on its website, whether visual or audio, including the underlying technology, are protected by intellectual property law. Similarly, the trademarks, logos, drawings and models appearing on SOFRIGAM's commercial brochures and on the Website are the exclusive property of SOFRIGAM. Under no circumstances may their disclosure be interpreted as granting a license or right to use any of the said trademarks and distinctive elements protected by copyright. They may therefore not be used under penalty of infringement.

Thus, none of the documents from its catalogues, commercial documentation and website may be copied, reproduced, republished, downloaded, posted, transmitted or distributed in any way whatsoever. However, the Customer may download a copy of the elements of the Website onto a computer for his/its personal use and only for non-commercial purposes, provided that he/it does not modify the information contained therein and that he/it keeps intact all copyrights and other proprietary notices.

Modification of these documents or their use for any other purpose constitutes an infringement of SOFRIGAM's intellectual property rights.

Any placement on a third party website of a simple link leading directly to the home page of SOFRIGAM's website must be subject to prior and express authorization from SOFRIGAM. This will in no way constitute an implicit agreement of affiliation. On the other hand, any hypertext link to the website using the framing or in-line linking technique is strictly forbidden. In all cases, any link must be removed on simple request of SOFRIGAM.

[Article 20 - General provisions](#)

[20.1 Independence of clauses](#)

If any of the clauses of these GTC should be declared null and void or inapplicable for any reason whatsoever, the other clauses shall nevertheless remain in force and the parties shall come together to decide, in good faith, on the necessary amendments, so that each of them is in an economic situation comparable to that which would have resulted from the application of the null and void clause.

[20.2 Assignment](#)

SOFRIGAM reserves the right, subject to prior information of the Co-contractor, to transfer its rights to one of the existing or future companies of the SOFRIGAM group.

[20.3 Waiver](#)

The fact that SOFRIGAM does not, at any given time, avail itself of any of the clauses herein does not constitute waiver of availing itself of the same clauses at a later date.

[Article 21 - Jurisdiction and applicable law](#)

[21.1 Applicable law](#)

The present GTC are subject to French substantive law, to the exclusion of the Vienna Convention or the provisions of private international law which would make a reference to another system of substantive law.

[21.2 Territorial jurisdiction](#)

The competent court will be the Commercial Court of the registered office of SOFRIGAM, notwithstanding the plurality of defendants, or appeal in warranty, and this even for emergency or conservatory procedures, notably by way of summary proceedings or judicial request, unless otherwise provided or expressly agreed by the parties, notably on arbitration, where applicable.