

Terms governing sales of DRAG'EAU products and the services associated with them. The manufacturer DRAG'EAU SARL provides the product warranty; these terms are governed by French law.

I. GENERAL PROVISIONS

These general terms and conditions of sale govern all sales of products, and the services associated with those sales, made by the Company:

Company — DRAG'EAU SARL

Registered office — 4 rue Marin La Meslée, ZA Passerelle 1, 68190 Ensisheim (France)

Telephone — +33 (0)3 89 23 60 33

Share capital — €500,000.00

Trade register — RCS Colmar 529 522 021

EU VAT number — FR 82 529 522 021

In Spain, Portugal and Andorra these terms are applied by the distributor **DRAGEAU-IBERICA, S.L.**, tax ID B72705163, registered at Calle Provença 281, 1-9, 08037 Barcelona (Spain).

These General Terms and Conditions of Sale (GTC) govern the commercial relationship between the Company DRAG'EAU SARL, hereinafter «the Company», and its professional Customers acting in the course of their business, hereinafter «the Customers». Every order placed with the Company is subject to these General Terms and Conditions of Sale. As provided by article L 441-1 of the French Commercial Code, these GTC may be negotiated.

The Company reserves the right to amend these General Terms and Conditions of Sale. Any other terms bind the Company only after written confirmation on its part.

II. PRODUCTS

The products and services offered for sale are those appearing in the Company's catalogues, whether in print or electronic form, it being specified that the Company reserves the right to modify the range of products offered at any time provided that aesthetic or technical considerations have no impact on performance. Any internal modification of the products will be notified to all customers, subject to eight weeks' notice.

Product offers are subject to availability.

Information given in catalogues, electronic media, manuals and advertising documents is indicative only and may be changed at any time without notice, other than technical data or data linked to a regulation or a certificate. The characteristics, dimensions, weights, photographs and graphic representations specified in the catalogues are indicative only.

The Company is bound by the commitments of its representatives or employees only subject to written confirmation on its part.

Any price offer is valid only within the option period, which is thirty days unless otherwise stipulated.

Any change in the Customer's legal situation must be notified to the Company in writing. The Company reserves the right to cancel orders in the absence of financial guarantees: insolvency proceedings, leasing of the business, transfer of all or part of the business, exchange, contributions to a company, merger, demerger or change of control.

III. ORDERS

The Customer's order is deemed definitively accepted by the Company upon receipt of the agreed deposit and, in all cases, upon the Company sending written confirmation or dispatching the goods covered by the order.

An order cancelled in whole or in part by the Customer without the Company's prior written consent will be invoiced to the Customer. The order may be cancelled in the following cases:

- Impossibility of fulfilling the complete order;
- More than 5 days' delay against the date of acknowledgement of receipt.

For any order below €1,000 excluding tax, the Company reserves the right to invoice a flat shipping charge of €30 excluding tax.

IV. PRICES

The price list is annexed to the contract in accordance with article L 441-7 of the French Commercial Code. The price agreed at the end of commercial negotiation takes into account the reference price list supplied by the Company and all commercial terms —discounts, rebates and refunds— negotiated jointly and for the duration of the contract as provided by law.

Prices are exclusive of tax, with ancillary costs in addition: contribution to administrative costs, delivery charges, packaging costs and environmental contribution, in particular under the WEEE regulations adopted pursuant to European Directive 2002/96/EC.

VAT is invoiced in addition in accordance with the tax provisions in force.

V. PAYMENT TERMS

Unless otherwise specifically stated on the invoice, our invoices are payable

in cash without discount at the Company's registered office. Where the Company agrees to be paid by a bill of exchange issued by the Customer, it must reach the Company's payment processing centre no later than ten days from receipt of the statement of invoices. The creation of bills of exchange, of whatever kind, constitutes neither a derogation from nor a novation of the place of payment.

Any request for deferred payment requires the prior opening of an account by the Company's administrative departments, which are free to refuse, reduce or terminate it at any time without notice and without having to give reasons.

Orders for non-stocked equipment are payable when the order is placed, unless otherwise agreed in writing.

Payment may under no circumstances be suspended or set off. The Company will consider a dispute only upon receipt of payment in full.

The Company reserves the right at any time to refuse an order or to require advance payment or a payment guarantee in accordance with commercial practice.

VI. LATE PAYMENT AND DEFAULT

In the event of total or partial non-payment on the due date, any sum owed by the Customer under an order or under other orders performed or in the course of performance becomes immediately payable without prior formal notice, without prejudice to the right of termination provided below.

Furthermore, without prejudice to damages the Company reserves the right to claim from the Customer, total or partial non-payment on the due date will lead the Company to suspend all further deliveries after unsuccessful reminders.

Where a breach of an obligation by the Company or by the Customer gives rise to a penalty, the final amount will be settled through a procedure of adversarial verification of the failures, so that no penalty is deducted or set off without either party having been able to verify the substance of the complaints made against it and to submit its observations.

Failure to pay on the due date shown on the invoice will result in the cumulative application of:

- A fixed indemnity of €40 per unpaid invoice, which may be increased if the Company shows that recovery costs incurred exceed that amount;
- A penalty clause pursuant to article 1231-5 of the French Civil Code. This indemnity will be equal to 15% of the total amount invoiced and unpaid by the Customer;
- Late-payment penalties calculated on the basis of the interest rate applied by the European Central Bank to its most recent refinancing operation, increased by ten percentage points. The applicable rate is, for the first half of the year, the rate in force on 1 January of the year in question and, for the second half, the rate in force on 1 July. These penalties run from the day after the invoice falls due until full payment of the sums owed.

VII. DISPUTING AN INVOICE

Any dispute or claim concerning invoices sent by the Company to the Customer may be considered by the Company only if it is made by registered letter within a maximum of 45 days from the date the invoice falls due.

VIII. DELIVERY TIMES AND PERFORMANCE OF ASSOCIATED SERVICES

Delivery times and, where applicable, times for the performance of associated services are specified when the Company accepts the order. Contractually, average delivery times are 3 to 6 days for domestic shipments and 3 to 6 weeks for international shipments.

The Company reserves the right to make partial deliveries accompanied by a separate invoice, in the case of a special order or a stock shortage. The Customer will be advised by email, through the order acknowledgement, or afterwards, before the delivery leaves. Any partial delivery is to be treated as a separate contract. The Customer may not therefore rely on waiting for the balance of the equipment ordered in order to pay for the goods delivered.

In all cases, delivery on time can occur only on condition that the Customer has fulfilled all its obligations towards the Company.

In the case of a special manufacture, a deposit of 50% will be requested from the Customer. A delay in manufacture or delivery cannot give rise to any cancellation of the order, except after a delay of 7 working days.

Unless otherwise stated, delivery is always deemed to take place on receipt at the platform, upon signature of the delivery note.

Any dispute or claim for shortages, non-conforming deliveries and transport damage must be made by registered letter or by email, with a non-conformity report, within three days of receipt of the goods, stating the order and Customer numbers. Such claims will be made in the form and within the time limits of articles L 133-3 and L 441-17 of the French Commercial Code.

IX. TRANSFER OF RISK

Goods travel at the risk of the carrier and of the Company. Risk transfers upon signature of the transport document, throughout transit and until the delivery note is signed by the receiving customer.

X. RETURNS, RECYCLING AND DISPOSAL

Goods and equipment sold are neither taken back nor exchanged, except for non-conforming products. Other than cases of non-conformity, which give rise to like-for-like replacement, accepted returns will give rise solely to a credit note corresponding to the total amount of the product sold, less a deduction proportionate to the costs occasioned by the return operations.

No return will be accepted for goods that were the subject of a specific order placed by the Company with its own suppliers.

It is for the user to contact the manufacturer or supplier of the products to agree the arrangements for complying with the obligations arising from French decree no. 2005-829 of 20 July 2005, and its amendments, on the treatment of professional waste electrical and electronic equipment, and to arrange the collection, removal, treatment or packaging of that professional waste.

XI. AFTER-SALES SERVICE AND REPAIRS

In the event of established non-conformity, please refer to our general warranty terms and our handling protocols.

From 2026, our warranties will be subject to registration on our website. Loss of warranty may be invoked where the procedure is not followed.

XII. RETENTION OF TITLE

Pursuant to French law no. 80-335 of 12 May 1980, the goods sold remain the property of the Company until full and effective payment of the invoiced price and its accessories, delivery being understood as the physical handing over of the goods. The remittance of bills or instruments creating an obligation to pay does not constitute payment for the purposes of this provision.

Until the date of full and effective payment, the equipment delivered is held on deposit, the Customer undertaking to keep the goods in such a way that they cannot be confused with other equipment and to preserve the identification marking intact.

The Customer bears the risk of any damage these goods may suffer or cause, whatever the cause; the Customer must pay the same price in the event of loss through accident or force majeure, in particular theft, fire, destruction, strike, lock-out or flood. The Customer may not dispose of the goods in any way without the Company's prior express agreement.

In the absence of full payment, the Customer undertakes to return the goods as soon as possible and will bear any reconditioning costs. In all cases where the Company invokes this clause, any deposits received remain definitively its own.

However, the Customer is authorised, in the normal course of its business, to resell the goods and equipment delivered, but may neither pledge them nor transfer title to them by way of security. They are also exempt from seizure.

In the event of suspension of payments, the Company reserves the right to invoke the retention of title clause at the Customer's expense; the Customer must return the equipment within ten days.

Notwithstanding this retention of title clause, the Customer bears the risks from the moment the goods are dispatched, in particular in the event of loss, theft or destruction. The Customer also bears the cost of insurance.

XIII. WARRANTIES

Legal warranties (at no extra cost)

Independently of the contractual warranty defined below, the Company remains liable for defects in conformity of the goods and for latent defects under the conditions laid down in articles 1604 et seq. and 1641 et seq. of the French Civil Code.

Contractual warranty (at no extra cost)

Nature. The contractual warranty is intended to ensure the proper operation of the devices in the event of breakdown or any established malfunction linked to a manufacturing defect. It does not cover the costs of replacing the devices, except where there is an adversarial expert assessment and an estimate of costs.

Duration. The legal warranty runs for 2 years, together with an 8-year extension following warranty registration on <https://www.drageau.com>, using the details of the end customer or the professional in accordance with the GDPR.

Scope. The contractual warranty covers all manufacturing or material defects and all internal operating faults not excluded below. It gives rise only to replacement of defective devices and confers no right to compensation in kind or in cash.

Conditions of the contractual warranty

The contractual warranty applies only on the express condition that the following have been produced and sent to the Company:

- A copy of the final invoice for the product at the installation address;

- The Diagnostic sheet for the installed device, on request from the Company;
- The details of the identified professional;
- Laboratory analyses making it possible to determine the sources of external contamination and pollution.

Sludge separator: pH, total hardness, conductivity, dissolved iron, dissolved copper, dissolved aluminium, total iron, total copper, total aluminium, chlorides, sulphates, molybdenum and phosphates, with a sample of feed water and of heating water.

Anti-limescale: inspection with, as a minimum, an annual photograph of the equipment susceptible to scaling. Standard ARS analyses for France, or the potability standard of the country concerned, of the feed water and of the water after chemical treatment —softener, reverse osmosis, polyphosphate, CO₂— in the case of blended water.

If the Company considers it useful, it may send a technician of its choice to the Customer in order to take technical readings, the Customer undertaking to give all necessary access, failing which the warranty may be refused or lost. Once the information has been gathered and the requested items received, the Company will decide on corrective action or on how the claim will be handled.

Warranty exclusions

The contractual warranty does not cover breakdowns or malfunctions resulting from any of the following:

- Fault of the Customer or of a third party;
- Incorrect sizing of the devices in relation to the Customer's installation, where the Customer determined the sizing without seeking the Company's advice, or where that sizing was not expressly validated by the Company through a technical file;
- Failure to send the Company the analysis reports in the manner set out in the warranty conditions;
- Absence of traceability of the annual water quality check by an identified maintenance technician, under the French order of 24 July 2020 on boiler inspection;
- Failure to comply with boiler-room maintenance intervals under the order of 24 July 2020;
- Cause external to the equipment;
- Use or fitting of the devices not in accordance with the manufacturer's or the Company's instructions and recommendations as set out in the installation manuals;
- Product dismantled, modified or repaired by a third party;
- Damage resulting from wear caused by lack of maintenance, clumsiness, negligence, inexperience, chemical contamination or use not foreseen or accepted by the Company;
- Fitting of accessories or parts not approved by the Company;
- Chemical contamination of the network: water pollution, chemical treatment agent, cleaning agent, presence of a chemical descaler, degraded antifreeze or film-forming agent —non-exhaustive list—;
- Residual traces and deposits other than limescale;
- Residual traces and deposits of non-adhering limescale requiring only a light clean;
- Residual traces and deposits of adhering limescale resulting from a maintenance failure;
- Modification of the equipment not approved by the Company;
- Work on the equipment not validated by the Company, whether or not carried out by a professional;
- Normal wear of the equipment;
- Breakage of the equipment following a fall or misuse;
- Theft or vandalism;
- Natural phenomena such as cyclone, storm, hail, frost, earthquake or volcanic eruption;
- War or acts of terrorism.

Warranty start date

The warranty takes effect on the date the manufacturer's products are installed and, at the latest, 36 months from the date the product is invoiced to the end customer or to a supplier. It will be validated by an invoice date linked to the installation of the products, or by the date of purchase from a supplier where installation is carried out by a private individual.

XIV. LIABILITY

Our devices cannot cause damage and are no substitute for ageing pipework, nor for the consequences of corrosion or scaling predating their installation. The direct liability of our devices would then have to be established in very specific cases and after strict application of the warranty handling protocol.

Should the Company's liability be engaged for fault, it will be strictly limited, at the Company's option, to a corresponding reduction of the pre-tax price invoiced for the disputed supply or to free replacement of parts adversarially recognised as defective, with carriage and labour invoiced, all other heads of loss claimed by the Customer being rejected, save adversarial expert assessment and declaration to the respective insurers.

Warranty cover is subject to a declaration of installation and online activation of the warranty by the professional or by the private customer, failing which the warranty may be lost (2026).

Should the Company's liability be engaged in respect of the products sold, whatever the cause or nature of the damage, that liability may not in any event exceed payment by the Company of an amount greater than the pre-tax price invoiced for the goods giving rise to the damage, to the exclusion of any other compensation of any nature and in particular to the exclusion of compensation for any non-material loss that is a direct or indirect consequence of the defect in the products, save adversarial expert assessment and declaration to the respective insurers.

XV. PERSONAL DATA AND INFORMATION

In accordance with French ordinance 2018-1125, the Customer has rights of access, rectification and erasure of personal data, as well as a right to object, on legitimate grounds, to its processing, exercisable with the Company.

The purpose of this processing is commercial use within the scope of the Company's corporate purpose, including the management, financing and recovery of customer receivables.

This data may be passed to any contracting party of any entity having a direct or indirect capital link with the Company, for the purposes of performing the contracts concerned. This request to collect data is mandatory. In the absence of express refusal after one month, silence will be taken as acceptance of the collection.

XVI. CONFIDENTIALITY

The Customer acknowledges the confidential nature of information or documents of any kind to which it has or will have access in the course of its commercial relationship with the Company and undertakes, on its own behalf and on behalf of its staff and subcontractors, to take all necessary precautions to prevent their disclosure.

This confidentiality obligation does not cover information that has entered the public domain or whose disclosure has been expressly authorised by the Company.

XVII. GOVERNING LAW AND JURISDICTION

All commercial relations between the Company and its Customers are governed by **French law**.

By express agreement, all disputes concerning the interpretation or performance of these terms, even where there are multiple defendants or a third-party claim, fall within the sole jurisdiction of the **Judicial Court of Colmar, Commercial Division**, to which jurisdiction is attributed.

Bills of exchange or acceptances of payment, notwithstanding any stipulation as to the actual place of payment, and carriage-paid shipments alike, constitute neither a novation of nor a derogation from this jurisdiction clause.