

TERMS AND CONDITIONS OF SALE – POFI-ENGINEERING SA (Luxembourg)

I. PREAMBLE These General Terms and Conditions of Sale (T&Cs) apply exclusively to the B2B commercial relations of POFI-Engineering SA, unless otherwise stipulated in a specific quotation or framework agreement signed by both parties. Any order implies the buyer's unreserved acceptance of these T&Cs, which prevail over the client's own General Terms of Purchase.

II. LANGUAGE AND GOVERNING LAW The contractual language is French. These T&Cs are governed by Luxembourg law. Any dispute relating to the interpretation or execution of these terms shall be subject to the exclusive jurisdiction of the courts of the registered office of POFI-Engineering SA.

III. PRICE AND PAYMENT TERMS

- Pricing:** Prices are quoted excluding taxes (ex-works, our workshops). Shipping and packaging costs are invoiced separately. Quotes are valid for 30 days.
- Payment:** Payment must be made exclusively by **bank transfer** to the bank details provided on our invoices. No discounts are granted for early payment.
- Due Dates:** Unless otherwise agreed in writing, payment is due 30 days after the end of the month of the goods being made available.
- Late Payment Penalties:** In accordance with the Luxembourg Law of March 29, 2013, any late payment shall automatically trigger interest at the ECB reference rate plus 8 percentage points, plus a fixed indemnity for collection costs of €40. Any unpaid invoice renders all other outstanding invoices immediately due.

IV. ORDER AND EXECUTION The execution timeline begins upon receipt of a compliant order and the agreed-upon down payment. Any modification to the order by the client is subject to written approval by POFI-Engineering SA and may result in adjustments to pricing and lead times.

V. RETENTION OF TITLE POFI-Engineering SA retains full ownership of the goods until the price is paid in full (principal and accessories). In the event of non-payment by the due date, POFI-Engineering SA reserves the right to reclaim the goods.

VI. WARRANTY

- Duration:** The equipment is guaranteed for **12 months** from the date it is made available (delivery note).
- Coverage:** The warranty covers latent defects and manufacturing flaws, provided the equipment is

stored and used in accordance with industry standards.

- Exclusions:** The warranty does not apply to normal wear and tear, negligence, lack of maintenance, inappropriate storage, or unauthorized modifications.

VII. LIMITATION OF LIABILITY Except in cases of gross negligence or willful misconduct, the liability of POFI-Engineering SA is strictly limited to the total amount of the order concerned. In no event shall POFI-Engineering SA be liable for indirect damages such as loss of production, loss of profit, commercial damages, or intangible losses.

VIII. DATA PROTECTION (GDPR) POFI-Engineering SA acts as the Data Controller.

- Data Collected:** Names, e-mails, phone numbers, and professional bank details.
- Purpose:** Necessary for contract execution, administration, warranty tracking, and technical communication.
- Storage:** Data is kept for the duration of the commercial relationship, plus legal prescription periods.
- Rights:** Clients have the right to access, rectify, erase, or oppose the processing of their data by contacting us in writing at our registered office.

IX. INTERNATIONAL DISPUTES

- Governing Law:** These T&Cs are governed by Luxembourg law. The application of the UN Convention on Contracts for the International Sale of Goods (Vienna Convention of 1980) is expressly excluded.
- Mediation:** Parties shall seek an amicable solution before any litigation.
- Jurisdiction:** Failing amicable resolution, any dispute arising from the validity, interpretation, or execution of the contract shall be brought exclusively before the competent courts of the registered office of POFI-Engineering SA (Luxembourg).

X. FORCE MAJEURE POFI-Engineering SA's obligations are suspended in the event of force majeure (including, but not limited to: strikes, fires, transport interruptions, health crises, raw material shortages) rendering performance impossible or excessively burdensome.

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