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## **GENERAL CONDITIONS OF SALE**

This document defines the General Conditions hereinafter referred to as the "General Conditions of Sale" which govern the contractual relations between the company **T&T CONSTRUCTION BTP SARL** hereinafter referred to as the "**Seller**" and its professional Customers hereinafter referred to as the "**Customer**" or "**Customers**", whether for the sale of goods or products or the performance of services. **T&T CONSTRUCTION BTP SARL** and the Customer are hereinafter referred to individually as the "Party" and collectively as the "Parties".

The company **T&T CONSTRUCTION BTP SARL** is a company registered with the RCCM of Douala under number RC / DLA / 2021 / B / 862 whose head office is located at BP 11200 Newbell-Douala

### **Article 1 - Contract documents**

The contract for the sale of goods or products or the provision of services between the Seller and the Customer hereinafter referred to as the "Contract" consists of the following elements :

- (i) Optionally, the Special Conditions of the Contract
- (ii) These General Conditions of Sale
- (iii) Optionally, the Order which will cover, where applicable, the technical and administrative requirements (specifications, plans, etc.) which define the procedures to be followed by each of the Parties for the proper performance of the Contract.

In the event of any discrepancy or contradiction between the provisions of one or more contractual documents, the order of priority will be that of the list established above.

### **Article 2 - Object and scope**

These General Conditions of Sale govern the sale of goods or products or the provision of services by the Seller for the Customer by means of immediate purchase or by placing an order. These General Conditions of Sale are sent or delivered to each Customer on request. These General Conditions of Sale are also accessible on the Seller's website.

Any purchase or order of goods or products or the provision of services implies unreserved acceptance by the Customer and their full and complete adherence to these General Conditions of Sale.

These General Conditions of Sale apply to the exclusion of all other conditions, and in particular all general conditions of the Customer (for example, general conditions of purchase) or those applicable for sales on the internet or by means of other distribution and

marketing channels. Any document other than the Contract and in particular catalogs, prospectuses, advertisements, notices, is only informative and indicative, not contractual.

As the General Conditions of Sale may be subject to subsequent modifications, the version applicable to the Customer's purchase is that in force on the date of the immediate purchase or the placing of the order.

### **Article 3 - Intellectual property**

All technical documents delivered to the Client remain the exclusive property of **T&T CONSTRUCTION BTP SARL**, the sole holder of the intellectual property rights on these documents, and must be returned to him at his request.

The Customer undertakes not to make any use of these documents, which may infringe the industrial or intellectual property rights of **T&T CONSTRUCTION BTP SARL** and undertakes not to disclose them to any third party.

### **Article 4 - Orders**

The purchase of goods or products can be made with or without a prior order. The provision of services is subject to a prior order. It is the Customer's responsibility to verify the accuracy of the order and to immediately report any errors.

#### **4.1. Definitions**

By order, we mean any order relating to the products sold and accepted by the Seller, or any order relating to the services offered and accepted by the Seller, accompanied by the payment of the deposit that may be provided on the order form.

For purchases of goods or products or services giving rise to the establishment of a preliminary estimate, the order will be considered final only after establishment of an estimate by the Seller accepted by the Customer. This acceptance may take the form of a signature on the quote or an express written agreement, including by fax or email.

#### **4.2. Advance payment**

The Seller may require the customer to pay a deposit for the conclusion of the Contract.

#### **4.3. Modification - cancellation**

**4.3.1** Orders sent by the Customer to the Seller are irrevocable.

**4.3.2** Any request for cancellation or modification of the composition or volume of an order sent by a Customer may be considered by the Seller if the request, made in writing, including by fax or e-mail, has reached the Seller no later than 8 days after receipt by the Seller of the initial order. In this case, the Seller reserves the right to accept or refuse the request for cancellation or modification of the order. In the event of a modification accepted by the Seller, the latter will be released from any deadlines agreed for the execution of the Contract. In the event of cancellation accepted by the Seller, the Parties will no longer be bound by the Contract.

**4.3.3** In the event of a request for modification or cancellation for any reason whatsoever, except in cases of force majeure, within the periods referred to above but refused by the Seller or outside the periods referred to above, all of the price of the order will be due by the Customer to the Seller. Any deposit that may be paid on the order will therefore automatically be acquired by the Seller, which the Customer expressly accepts.

## **Article 5 - Deliveries and performance of services**

### **5.1. Deadline**

**5.1.1** The deadlines for the delivery of goods or products or the provision of services are given for information and indicative purposes. The Seller will endeavor, subject to the communication by the Customer of all the information related to the order and to the applicable technical data and according to the reference logistic deadline in the profession, to respect the delivery and realization deadlines. Services indicated when ordering.

**5.1.2** Any delay in relation to the indicative deadlines initially foreseen cannot justify a cancellation of the order transmitted by the Customer to the Seller. The delays cannot give rise to any penalty or compensation, nor to justify the cancellation of the order by the Customer.

### **5.2. Deliveries - Reserves**

**5.2.1** The Seller is not responsible for the delivery of goods or products or the provision of services unless there is a specific written agreement signed by the Parties.

**5.2.2** The Seller's liability can therefore in no case be called into question for facts during transport, destruction, damage, loss or theft, even if the Seller has chosen the carrier.

**5.2.3** Deliveries are made by an independent carrier, to the address given by the Customer when ordering or purchasing immediately and which the carrier can easily access. The Customer therefore recognizes that it is the carrier who is responsible for making the delivery and has no recourse in warranty against the Seller in the event of failure to deliver the goods or products or the services transported.

**5.2.4** It is the Customer's responsibility, in the event of damage to goods or products or services delivered or failure to deliver properly or missing items, to make all the necessary reservations with the carrier. Any good, product or service that has not been the subject of reservations by registered letter with acknowledgment of receipt within 3 days of its receipt from the carrier, in accordance with the law of the Commercial Code, and a copy of which will be sent simultaneously to Seller, will be considered accepted by the Customer.

### **5.3. Reception - Complaint**

**5.3.1** Unreserved acceptance of goods or products or services ordered by the Customer covers any defect in compliant and / or missing delivery. Any reservation must be confirmed under the conditions provided for in article **5.3.4**.

**5.3.2** Without prejudice to the measures to be taken by the Customer vis-à-vis the carrier as described in article **5.2.1** above, in the event of failure to deliver compliant or missing, any complaint, whatever in either nature, relating to the goods or products delivered or to the services provided, will only be accepted by the Seller if it is done in writing, by registered letter with acknowledgment of receipt, within 3 days of delivery.

**5.3.3** No return of goods or products or services may be made by the Customer without the prior express written consent of the Seller, obtained in particular by fax or e-mail. The return costs will be borne by the Seller only in the event that a non-compliant delivery or missing items is actually noted by the Seller.

**5.3.4** It is the Customer's responsibility to provide all supporting documents as to the reality of the non-compliant delivery or the observed shortcomings. The Seller reserves the right to proceed, directly or indirectly, with any observation and verification.

**5.3.5** When, after inspection by the Seller, a non-compliant delivery or a missing item is actually observed, the guarantee of compliant delivery is intended to apply under the conditions and according to the methods prescribed in **article 9** of these Conditions. General Sales.

**5.3.6** The complaint made by the Customer under the conditions and according to the methods described in this article does not suspend the payment by the Customer of the goods or products concerned.

#### **5.4. Suspension of deliveries**

In the event of non-payment in full of an invoice that is due, after formal notice has remained ineffective within 48 hours of receipt, the Seller reserves the right to suspend any delivery or any performance of a service in progress and / or to come up.

#### **5.5. Order refusal**

In the event that a Customer places an order with the Seller, without having paid for the previous order (s), the Seller may refuse to honor the order and deliver the good or product or carry out the service concerned, without the Customer being able to claim any compensation, for any reason whatsoever.

### **Article 6 - Costs - Price**

#### **6.1. Costs**

**6.1.1** For Products which are not collected by the Customer himself, the prices do not include the costs of processing, shipping, transport and / or delivery, which are invoiced in addition, under the conditions indicated. on the Seller's price catalog and calculated prior to immediate purchase or placing the order. The payment requested from the Customer corresponds to the total amount of the sale, including costs.

**6.1.2** The prices are established carriage paid, except by prior express agreement agreed with the Customer. The fact that the shipment is made "free" or that the Seller has carried out, on behalf of the Customer, the shipment of the order in no way modifies the above rules and the effects attached to the date of the update. disposal of goods or products or services at the Seller's premises.

## **6.2. Price**

**6.2.1** The Products are supplied at the prices appearing in the Seller's offer on the day of the immediate purchase or of the registration of the order by the Seller. The prices are expressed in FCFA, HT and TTC. These prices are firm and not subject to revision during their period of validity, as indicated in the Seller's offer, the latter reserving the right, outside this period of validity, to modify the prices at any time.

**6.2.2** Unless otherwise agreed, delivery delays do not entail cancellation or modification of the Contract. They cannot give rise to damages. Penal clauses appearing on Customers' commercial papers are unenforceable against the Seller.

## **Article 7 - Terms of payment**

### **7.1. Payment**

Invoices are payable on the due date shown on them. Only the actual collection will be considered as full payment within the meaning of these General Conditions of Sale.

### **7.2. Default of payment**

**7.2.1** Any amount including tax not paid by the due date will give rise to the payment by the Customer of penalties set at three times the legal interest rate. These penalties are payable as of right and will automatically be debited from the Customer's account without any reminder or formal notice being necessary to trigger the late penalties.

**7.2.2** The Customer in default of payment is automatically liable to the Seller for a lump sum indemnity for recovery costs in the amount of 40,000 FCFA. When the recovery costs incurred are greater than the amount of this fixed compensation, the Seller may request additional compensation on justification in accordance with the law of the Commercial Code.

**7.2.3** In addition, the Seller reserves the right to apply to the competent court so that it can put an end to this non-performance, under daily penalty for each day of delay.

## **Article 8 - Retention of title**

**8.1.** All Seller's supplies are made with retention of title.

**8.2.** The transfer of ownership of the products is suspended until full payment of the price thereof by the Customer, in principal and accessories, even in the event of granting of payment terms. Any clause to the contrary, in particular inserted in the general purchasing conditions, is deemed unwritten, in accordance with the law of the Commercial Code.

**8.3.** By express agreement, the Seller may exercise the rights it holds under this retention of title clause, for any of its claims, on all of its products in the possession of the Customer, the latter being conventionally presumed to be those unpaid, and the Seller may take them back or claim them as compensation for all its unpaid invoices, without prejudice to its right to cancel sales in progress. The return of goods and products by the Seller will be carried out at the expense of the Customer who accepts it.

**8.4.** The Customer undertakes until full payment of the price, under penalty of immediate claim of goods or products by the Seller, not to transform or incorporate said goods or products, nor to resell them, pledge them or grant sureties. The Customer also undertakes to inform the Seller without delay of any pledge, seizure or other intervention by third parties on the goods or products sold.

**8.5.** The Seller may also require, in the event of non-payment of an invoice when due, the resolution of the sale after sending a simple formal notice. Likewise, the Seller may unilaterally, after sending a formal notice, draw up or cause to be drawn up an inventory of his goods or products in the possession of the Customer, who undertakes, from now on, to give free access to his warehouses, stores or the like for this purpose, ensuring that the identification of the Seller's products is always possible.

**8.6.** In accordance with the law of the Commercial Code, in the event of the opening of judicial reorganization or liquidation proceedings, the Seller reserves the right to claim the goods or products in stock.

## **Article 9 - Guarantees**

It is expressly agreed that the guarantees referred to below will not apply in the event of damage resulting from:

- Use by the Customer or a third party of a product or equipment inappropriately or not in accordance with its intended destination by the Seller ;
- Defective assembly or commissioning, or error or negligence in the handling carried out by the Customer or by a third party without the prior authorization and supervision of the Seller ;
- Unilateral modification or repair of the product or equipment carried out by the Customer or by a third party without the prior authorization and supervision of the Seller
- The existence of an inappropriate foundation, a chemical, electrochemical or electrical influence not attributable to the Seller ; or
- Natural wear and tear.



## **9.1. Warranties applicable to goods and products sold**

### **9.1.1 Compliant or missing delivery defect**

The products or goods must be checked by the Customer on delivery, and any complaint, reservation or dispute relating to the conformity of the delivery to the goods or products ordered, and to missing items, must be made under the conditions set out in article 5. The Customer must provide any justification as to the reality of the defects observed, the Seller reserving the right to proceed, directly or indirectly, with any observation and verification.

The denunciation of conforming delivery defects existing at the time of delivery, and revealed after receipt of the products, must be made by the Customer in writing. No denunciation will be taken into account if it occurs more than 3 clear days from delivery.

Defects and deterioration of goods or products delivered resulting from abnormal storage and / or conservation conditions at the Customer's premises, in particular in the event of an accident of any kind whatsoever, cannot give rise to the guarantee owed by the Seller. .

In the event of a verified non-compliant delivery, the defective parts are replaced, to the exclusion of any other repair and without the Customer being able to claim any compensation or the termination of the order or the Contract.

### **9.1.2 Guarantee of hidden defects**

The Seller guarantees the goods and products sold to the Customer against hidden defects. Hidden defect means a defect in the production of the good or the product rendering it unfit for its use and not likely to be detected by the Customer before its use. A design defect is not a hidden defect and Customers are deemed to have received all technical information relating to goods and products from the Seller.

The warranty against hidden defects only applies to goods or products that have regularly become the property of the Customer. It is excluded if the goods or products have been used under conditions of use or performance not foreseen, and it does not cover damage and wear resulting from a special adaptation or assembly, abnormal or not of the products.

Under the warranty against hidden defects, the Seller will only be liable for the free replacement of defective goods or products, or the reimbursement of the amount paid by the Customer to acquire the goods or the product, to the exclusion of any other reparation or compensation. In this regard and in this case, the Customer undertakes to provide the Seller with the time and facilities required to proceed with the replacement or repairs of said goods or products.

The warranty against hidden defects is limited to the first 6 months of use (3 months for Customers working with several teams), at the end of which it automatically ceases. The Seller's goods or products are deemed to be used by the Customer no later than 3 months after being made available. In any event, the Customer must justify the date of the start of use. The

warranty against hidden defects automatically ceases when the Customer has not notified the Seller of the alleged defect within 20 clear days of its discovery.

As an exception to the above, if the Customer is a professional of the same specialty as the Seller, the Seller will not be bound by the warranty against hidden defects.

## **9.2. Guarantees applicable to the provision of services**

### **9.2.1 Seller's obligation**

The Seller's commitments in respect of the provision of services, in particular assistance with the installation of products or the repair or maintenance of existing products, constitute an obligation to use their best efforts to perform the services and this, taking into account the condition of the product before the performance of the agreed service, in compliance with the professional rules in use and, where applicable, in accordance with the conditions of the Contract.

### **9.2.2 Guarantee of hidden defects**

For product installation assistance services, the Seller is only bound by the warranty against hidden defects for the poor performance of his work.

As an exception to the above, if the Customer is a professional of the same specialty as the Seller, the Seller will not be bound by the warranty against hidden defects.

## **Article 10 - Limitation of the scope of the repair**

**10.1.** In all cases, compensation is limited to direct damage, to the exclusion of any indirect damage such as, without this list being exhaustive, operating damage, loss of profit and any commercial damage.

**10.2.** Furthermore, the amount of the repair is expressly limited to the amount paid by the Customer for the acquisition of the good or product or the provision of services.

## **Article 11 - Unpredictability**

**11.1.** If an unforeseeable change in circumstances during the conclusion of the contract makes performance excessively onerous for the Seller who had not agreed to assume the risk, the Seller may request a renegotiation of the Contract from the Customer. The Parties agree that the Contract will be suspended during this renegotiation period.

**11.2.** In the event of refusal or failure of this renegotiation, the Parties may agree to terminate the Contract on the date and under the conditions that they determine, or by mutual agreement ask the judge to proceed with its adaptation. In the absence of agreement within 15 days of the start of the renegotiation period, the Seller may apply to the competent court to request the revision or termination of the Contract.

## **Article 12 - Force majeure**

**12.1.** Are considered as force majeure or fortuitous events, events beyond the control of the Parties, which they could not reasonably be expected to foresee, and which they could not reasonably avoid or overcome, insofar as their occurrence makes it completely impossible to fulfill obligations.

In particular, the following items are assimilated to cases of force majeure or fortuitous discharging the Seller from its obligations: strikes by all or part of the Seller's staff or its usual carriers, fire, flood, war, production stoppages due to fortuitous breakdowns, the impossibility of being supplied with raw materials, epidemics, thaw barriers, roadblocks, strike or disruption of ENEO-CAMWATER supply, or disruption of supply for a cause not attributable to the Seller, as well as any other cause of supply disruption attributable to the Seller's suppliers.

**12.2.** In such circumstances, the Seller will notify the Customer in writing, in particular by fax or e-mail, within 24 hours of the date of the occurrence of the events, the Contract between the Seller and the Customer then being automatically suspended without compensation, to from the date of occurrence of the event.

**12.3.** If the event were to last more than 30 days from the date of its occurrence, the Contract concluded by the Seller and its Customer may be terminated by the most diligent Party, without either party being able to claim to the award of damages.

**12.4.** This termination will take effect on the date of the first presentation of the registered letter with acknowledgment of receipt denouncing the said Contract.

## **Article 13 - Attribution of jurisdiction**

**13.1.** The choice of domicile is made by the Seller, at its registered office referred to on the 1st page hereof.

**13.2.** Any dispute concerning the application of these General Conditions of Sale and more generally of the Contract, its interpretation, its execution or relating to the payment of the price, will be brought before the commercial court of the registered office of the Seller, whatever the place of order, delivery, and payment and method of payment, and even in the event of a warranty claim or multiple defendants.

**13.3.** The attribution of jurisdiction is general and applies, whether it is a main claim, an incidental claim, an action on the merits or an interim relief.

**13.4.** In addition, in the event of legal action or any other debt collection action by the Seller, the costs of summons, court, as well as attorney's fees and bailiff's fees, and all ancillary costs will be borne by of the faulty Customer, as well as the costs associated with or arising from the Customer's failure to comply with the terms of payment or delivery of the order in question.

#### **Article 14 - Waiver**

The fact that the Seller does not take advantage at a given time of any of the clauses hereof cannot be considered as a waiver of subsequently taking advantage of these same clauses.

#### **Article 15 - Applicable law**

Any question relating to these General Conditions of Sale, as well as to the sales they govern, which would not be dealt with by these contractual stipulations, will be governed by Cameroonian law to the exclusion of any other right.