

# APPENDICES

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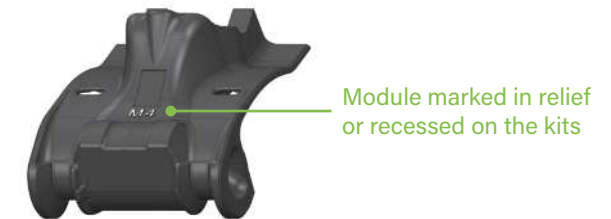
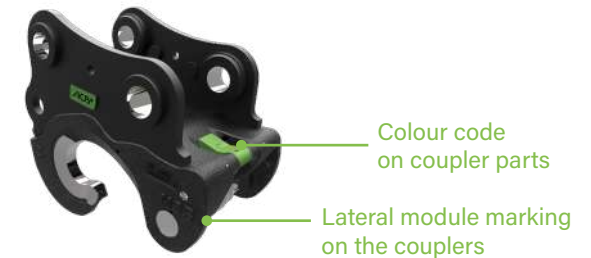
# IDENTIFYING YOUR EQUIPMENT MODULE

To find the ACB module for one of your tools or couplers, you can use one of the following rules:

- The marking engraved (in relief or recessed) on the kit and the coupler indicates the module.
- The colour code only present on version V4.0 ISO couplers also identifies the modules.
- Measuring the diameter and the inner width of the cones on the coupler and kit side also identifies the module.

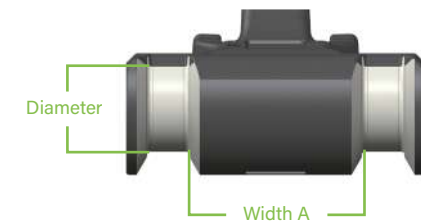
MODULE	WIDTH A KIT (mm)	WIDTH B COUPLER (mm)	DIAMETER (mm)	COUPLER WEIGHTS	COLOUR
M0	110	110	55	M0S 18 kg	White
M1	140	145	70	M1S 35 kg	Red
M2	144	150	84	M2S 55 kg H2S 61 kg	Yellow
M3	200	206	99	M3S 100 kg H3S 111 kg	Green
M4	224	232	99	M4S 128 kg H4S 135 kg	Orange
M5	272	260	124	H5S 230 kg	Blue
M6	324	330	124	H6S 327 kg	Violet
M7	413	414	128	H7S 630 kg	Grey
M7+	413	414	128	H7S+ 650 kg	Grey

## MARKING AND COLOUR CODING

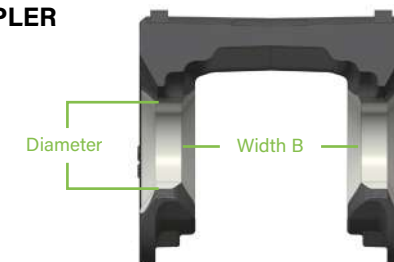


## DIMENSIONS

### KIT



### COUPLER





# HANDLING INSTRUCTIONS

ACB+ couplers with the Morin Original System have integral lifting rings designed to be used with the lifting shackles recommended by ACB+.

Important: on the request of certain manufacturers, the handling rings can be disabled if the machine is not equipped for lifting. In this case, these instructions are null and void.

Depending on the coupler version, the rings may be at the front or rear of the coupler, or be disabled or non-existent and/or lifting may be by the machine crank.

## Mandatory precautions for handling loads

- The machine must be equipped with hydraulic valves, in accordance with load lifting standards. If this is not the case, contact your main agent.
- Unhook the tool from the coupler before any handling operations.
- Only the coupler handling rings should be used, and only with standard shackles (ISO 2415), for safe operation and to preserve the serviceability of the coupler. The lifting ring max. load is shown on the coupler (marked in tons).
- Ensure that the assembly is inspected during the recommended scheduled inspections for the vehicle. Visually check the attachment point before every utilisation (distorsion and/or excessive burring).

## Good practices

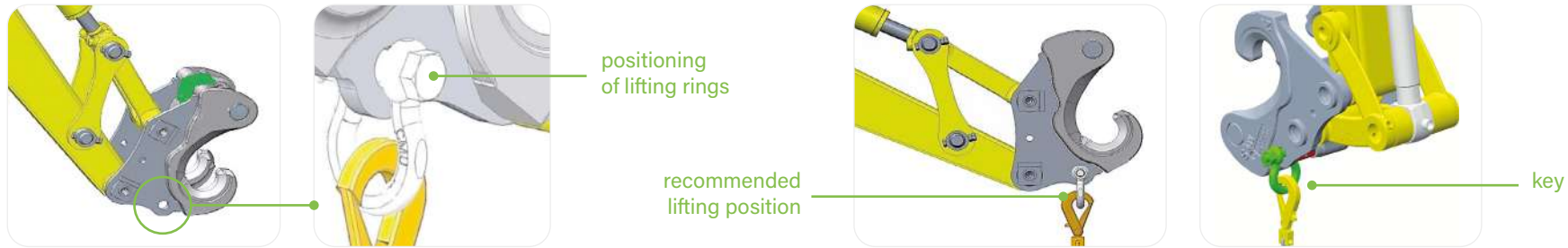
- Respect the max. load of the overall lifting system:

**Overall max. load = lowest max. load  
between the Coupler, Machine,  
Shackle and Slings**

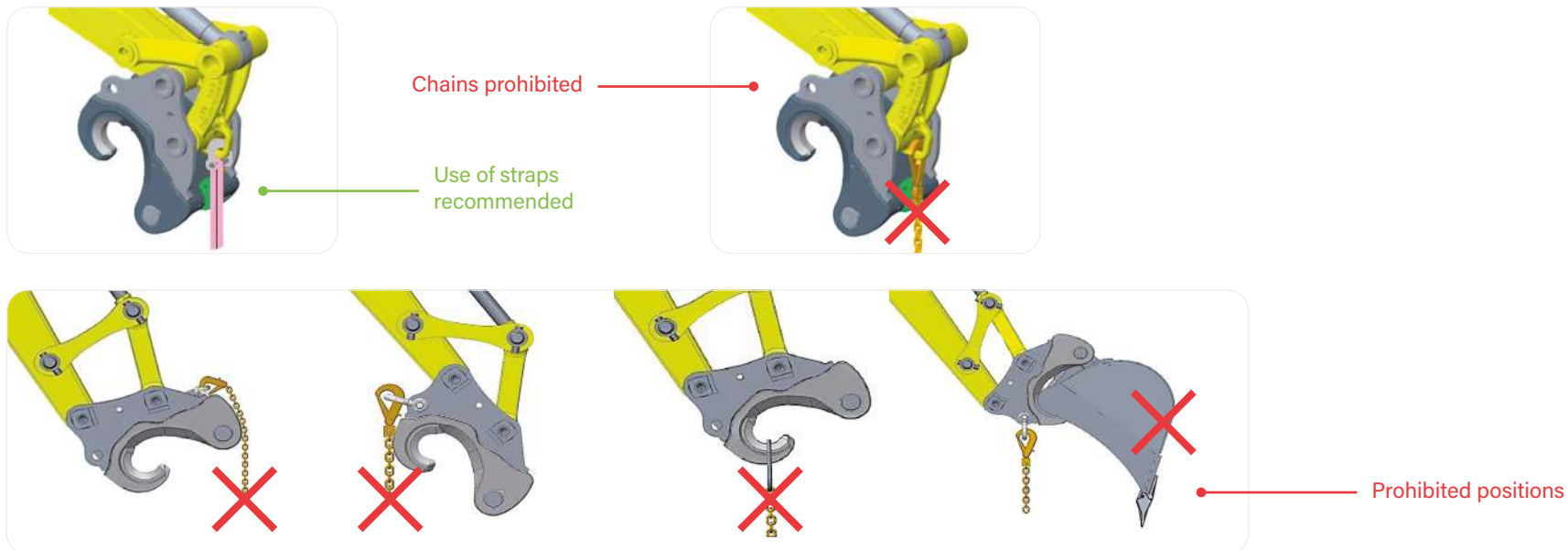
COUPLER		RECOMMENDED SHACKLE	
MODULE	Max. load (kg)	Max. load (kg)	ITEM CODE
0	1,000	2,000	1004656
1	2,000	3,250	1007841
2	3,000	3,250	1007841
3	4,000	6,500	1007842
4	5,000	6,500	1007842
5	2 x 5,000	6,500	1007842
6	2 x 7,000	9,500	1007843
7	2 x 8,000	9,500	1007843

- Respect the lifting positions shown below. Depending on the coupler version, the rings may be at the front or rear of the coupler, or be disabled or non-existent and/or lifting may be by the machine crank.

Recommended lifting conditions with the rings specified on the coupler:



- In some cases, a lifting ring is provided on the crank. Its geometric compatibility must be confirmed by ACB+. In this case, its conditions of use are specified in the manufacturer's instructions. When using the crank ring, never use chains. Only belts should be used, in order to preserve the casing and the coupler safety system.



# SPECIFICATION SHEET

## PIN ON BREAKER ADAPTER

For precise production of the equipment you need, it is essential that we have a specification and complete dimensions of the breaker head.

Please return this completed form to us as soon as possible, so that we can carry out a preliminary study, which will be submitted to you for acceptance.

### YOUR CONTACT

Name and company of issuer:

-----

Case reference:

-----

Email address:

-----

Tel.:

-----

### YOUR TOOLS

Brand:

-----

Model:

-----



### YOUR COUPLER

Brand:

-----

Model:

-----

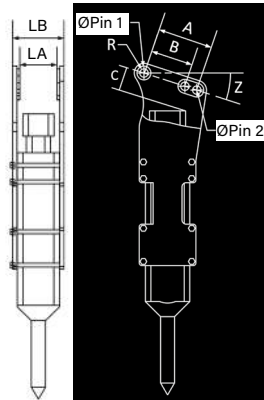
### YOUR REQUIREMENT

Does the breaker have removable spacer rings?      Yes      No

Can these rings be removed and the original dimensions of the "breaker" restored?      Yes      No

If yes, note the dimensions without the rings.

### SKETCH OF THE BREAKER HEAD TO BE FITTED: TYPE A



LA (arm path dimension):      ----- mm

LB (to define the pin length):      ----- mm

A (max. centre distance):      ----- mm

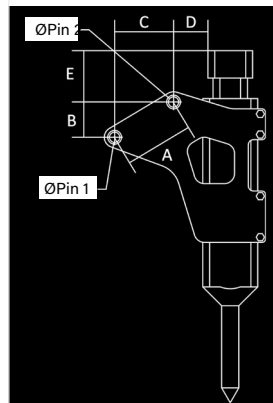
B (min. centre distance):      ----- mm

C (minimum clearance required):      ----- mm

Z° (tilt angle):      ----- mm

Comments:      -----

### SKETCH OF THE BREAKER HEAD TO BE FITTED: TYPE B



A (max. centre distance):      ----- mm

B (vertical centre distance):      ----- mm

C (horizontal centre distance):      ----- mm

D (horizontal clearance):      ----- mm

E (vertical clearance):      ----- mm

Comments:      -----

# SPECIFICATION SHEET

## UNIVERSAL JOINT, SUSPENSION LINK AND SUSPENSION

For precise production of the equipment you need, it is essential that we have a specification and complete dimensions of the bucket head.

Please return this completed form to us as soon as possible, so that we can carry out a preliminary study, which will be submitted to you for acceptance.

### YOUR CONTACT

Name and company of issuer:

-----

Case reference:

-----

Email address:

-----

Tel.:

-----

### YOUR TOOLS

Brand:

-----

Model:

-----



### YOUR COUPLER

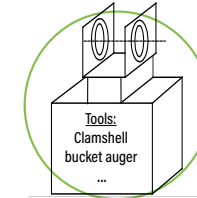
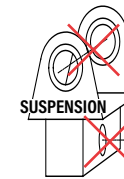
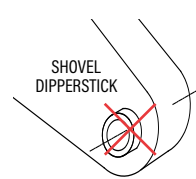
Brand:

-----

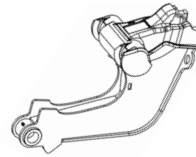
Model:

-----

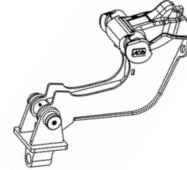
### YOUR TOOL DIMENSIONS



### YOUR REQUIREMENT



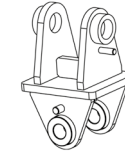
Suspension link



Complete universal joint

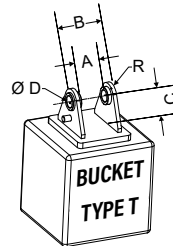


Male suspension



Female suspension

### TYPE T TOOL



A (internal width):

mm

D (pin diameter):

°

B (external width):

mm

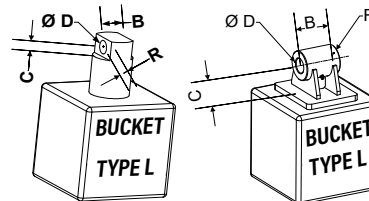
R (external wing radius):

°

C (minimum clearance):

mm

### TYPE L TOOL



B (bucket head width):

mm

D (pin diameter):

°

C (minimum clearance):

mm

R (boss radius):

°

Lubrication via the pin?

Yes

No

Lubrication via the bucket bearing?

Yes

No

# SPECIFICATION SHEET

## GRAPPLE THUMB

For precise production of the equipment you need, it is essential that we have a specification and the dimensions requested below. Please return this completed form to us as soon as possible, so that we can carry out a preliminary study, which will be submitted to you for acceptance. Full instructions for installing the thumb will be sent with the product.

### YOUR CONTACT

Name and company of issuer: \_\_\_\_\_

Case reference: \_\_\_\_\_

Email address: \_\_\_\_\_

Tel.: \_\_\_\_\_

### HYDRAULIC ENVIRONMENT

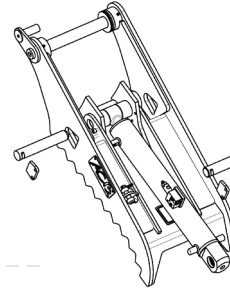
When installing your thumb, account must be taken of the hydraulic environment: Pressure must be limited on the piston side:

- either with the additional pressure relief valve supplied
- or with the limiter on the machine's distributor. Setting 200 bar (0 + 20)

If several tools requiring different pressures are used on the same line, it is imperative to install our limiter unit with a separate return to the tank. Please contact us for more details.

### YOUR MACHINE

The pin on thumb allows you to follow the bucket's kinematics as closely as possible, for optimum gripping performance.



Brand: \_\_\_\_\_

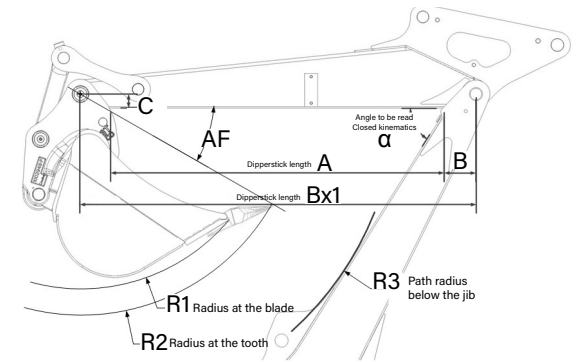
Model: \_\_\_\_\_

Jib type:                      One-piece                      Hydraulic

Dipperstick length: \_\_\_\_\_ mm

Specify the application: \_\_\_\_\_

### INFORMATION ABOUT YOUR TOOLS



To dimension your thumb for your tools, we need to know their exact dimensions.

#### ACB+ product:

ACB+ machine module: \_\_\_\_\_

Fitted buckets ref./range: \_\_\_\_\_

#### Non-ACB+ product:

Tool brand: \_\_\_\_\_

Coupler size: \_\_\_\_\_

Max. fitted bucket width: \_\_\_\_\_ mm

No. of teeth: \_\_\_\_\_

If the bucket or coupler is not manufactured by ACB+, the bucket and coupler assembly must be measured. Fill in the values below.

C: \_\_\_\_\_ mm                      B: \_\_\_\_\_ mm

Af (°): \_\_\_\_\_ °                      R1: \_\_\_\_\_ mm

A: \_\_\_\_\_ mm                      R2: \_\_\_\_\_ mm

alpha (°): \_\_\_\_\_ °                      R3: \_\_\_\_\_ mm

Bx1: \_\_\_\_\_ mm

### YOUR COUPLER

Brand: \_\_\_\_\_

Model: \_\_\_\_\_





# SPECIFICATION SHEET

## TRAPEZOIDAL BUCKET

For precise production of the equipment you need, it is essential that we have a specification and the dimensions requested below. Please return this completed form to us as soon as possible, so that we can carry out a preliminary study, which will be submitted to you for acceptance.

### YOUR CONTACT

Name and company of issuer:

Case reference:

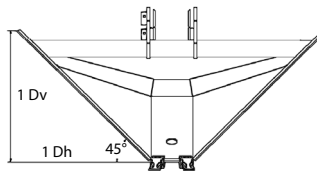
Email address:

Tel.:

### REMINDER: ANGLES AND SLOPES

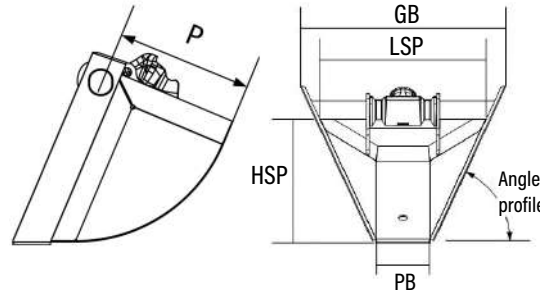
- 45° = 1 Dh for 1 Dv
- 30° = 2 Dh for 1 Dv
- 60° = 1 Dh for 2 Dv

Dh = Horizontal distance  
Dv = Vertical distance



### DITCH DIGGING TRAPEZOIDAL BUCKET

As its name suggests, its function is to create a non-existent ditch, i.e. to dig the ground. The sides and bottom of the bucket are rounded for better penetration. The ideal profile angle for this type of bucket is 45°. It is almost always equipped with teeth.



GB (large base): \_\_\_\_\_ mm

PB (small base): \_\_\_\_\_ mm

LSP (beam width): \_\_\_\_\_ mm

HSP (beam height): \_\_\_\_\_ mm

P (depth): \_\_\_\_\_ mm

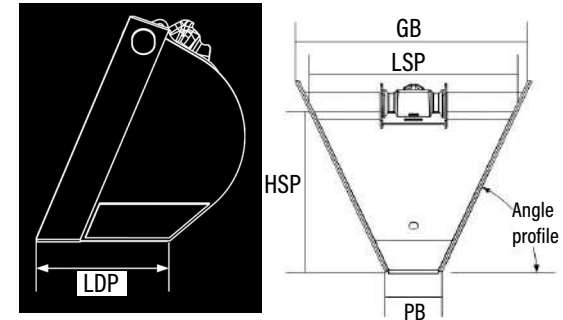
Angle (profile angle): \_\_\_\_\_ °

Teeth?  Yes  No

If yes, make and type: \_\_\_\_\_

### DITCH REPROFILING TRAPEZOIDAL BUCKET

Its function is to clean out an existing ditch, instead of the ditch cleaning bucket, with a performance that is 2 or 3 times better. The sidewalls are aligned in line with the side cutters. The bottom has a plate of a varying size.



GB (large base): \_\_\_\_\_ mm

PB (small base): \_\_\_\_\_ mm

LSP (beam width): \_\_\_\_\_ mm

HSP (beam height): \_\_\_\_\_ mm

LDP (plate length): \_\_\_\_\_ mm

Angle (profile angle): \_\_\_\_\_ °

Teeth?  Yes  No

If yes, make and type: \_\_\_\_\_

# SPECIFICATION SHEET

## TILTING AND ROTATING COUPLERS, TILTROTATORS

### CUSTOMER INFORMATION

Date: \_\_\_\_\_  
 Customer: \_\_\_\_\_  
 Customer account: \_\_\_\_\_  
 Technical / Sales contact:  
 Name: \_\_\_\_\_  
 E-mail: \_\_\_\_\_  
 Tel.: \_\_\_\_\_

### MACHINE

Brand: \_\_\_\_\_  
 Model: \_\_\_\_\_  
 Weight: \_\_\_\_\_  
 BOF (kN): \_\_\_\_\_

#### Current equipment:

Direct Fit      Quick coupler  
 Mechanical      Hydraulic

Brand: \_\_\_\_\_  
 Model: \_\_\_\_\_  
 Intended application: \_\_\_\_\_

User(s):                      One                      Many  
 Customer comments: \_\_\_\_\_

### ACB+ CONTACT

Technical / Sales contact:    Name: \_\_\_\_\_  
 E-mail: \_\_\_\_\_                      Tel.: \_\_\_\_\_

### HYDRAULIC EQUIPMENT AND MACHINE CONFIGURATION

#### Number of auxiliary lines:



1 auxiliary line  
Hydraulic tool



2 auxiliary lines



2 auxiliary lines  
1 quick coupler line



4 auxiliary lines  
1 quick coupler line

#### Auxiliary line control mode:

Proportional

On/Off

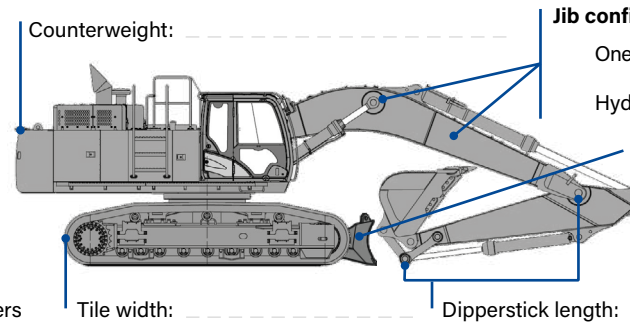
Voltage:      12V      24V

#### Driving assistance:

Topcon      Volvo Dig Assist  
 Trimble      Leica

Other: \_\_\_\_\_

Automatic weighing  
(brand to be specified): \_\_\_\_\_



#### Jib configuration:

One-piece      Offset  
 Hydraulic or variable

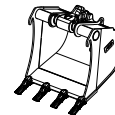
Front blade

Presence of a thumb:      Yes      No      Load table corresponding to the machine configuration supplied:      Yes      No

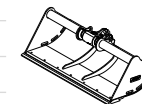
### TOOLS: EXISTING AND/OR TO BE DELIVERED

For each tool, specify the range, width, weight, capacity and whether it exists and/or is to be delivered.

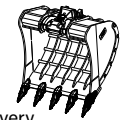
BACKHOE      Existing      For delivery



DITCH CLEANING BUCKET      Existing      For delivery



BACKHOE OR GRID DITCH CLEANING BUCKET

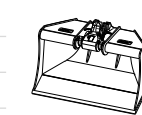


Existing      For delivery

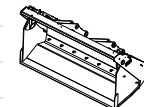
CLAW BACKHOE      Existing      For delivery



UNIVERSAL GRADING BUCKET      Existing      For delivery



4X1 BUCKET (No delivery possible, as not compatible with ACB+ free couplers).



## TOOLS: EXISTING AND/OR TO BE DELIVERED

For each tool, specify the range, width, weight, capacity and whether it exists and/or is to be delivered.

### PALLET FORKS

Existing

For delivery



### RIPPER TOOTH

Existing

For delivery



### SORTING GRAPPLE

Existing

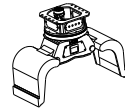
Rotating

Fixed

For delivery

Rotating

Fixed



### OTHER MECHANICAL TOOLS

Existing

For delivery

(Please note the limitations on the use of these tools imposed by ACB+ free couplers)



### OTHER HYDRAULICS TOOLS

Existing

For delivery

(Please note the limitations on the use of these tools imposed by ACB+ free couplers)



Are there any tools that require an electrical connection?

Yes

No

Are there any tools that require a hydraulic drain?

Yes

No

## COUPLERS

Sandwich assembly:

Yes

No

ACB+: Part: High Low Module (if required by the customer)

Version: Mechanical Hydraulic

Other coupling systems: Part: High Low

Brand: Model:

Weight: Version: Mechanical Hydraulic

Other coupling systems: Part: High Low

Brand: Model:

Weight: Version: Mechanical Hydraulic

## TILT COUPLER

Specify angle:

±70° ±90°

Tilt holding valve option:

Yes

No

Mandatory option on walking excavators and machines with non-watertight auxiliary lines. The option can be retrofitted (except on walking excavators).

Range of couplers and limitations on use:

Couplers	Carrier tonnage (t)	Max. BOF (kN)	Max. width (mm)	Backhoe Claw	Fixed sorting grapple	Rotating sorting grapple Vibrating plate	4x1 BRH Ripper	Milling Cutter Sieve Harvester head**
RA02-180	1 - 2.4	19	1,000	✓	✓	✓✓	×	✓
RA045-180	2.4 - 5	30	1,200	✓	✓	✓✓	×	✓
RA07-180	4.3 - 7	50	1,300	✓	✓	✓✓	×	✓
RA10-180	6 - 10	72	1,400	✓	✓	✓✓	×	✓
RA14-140	8.6 - 14	110	1,600	✓	✓	✓✓	×	✓
RA19-140	12 - 19	150	1,700	✓	✓	✓✓	×	✓
RA25-140	17 - 23	170	2,000	✓	✓	✓✓	×	✓



## ROTATING COUPLER

Rotary joint option required for rotation only:

Yes

No

On mechanical couplings (M0S to M4S), the rotating joint is only required to supply hydraulic tools. However, it can be installed in anticipation of future tools

Range of couplers and limitations on use:

Couplers	Carrier tonnage (t)	Max. BOF (kN)	Max. width (mm)	Claw backhoe 4x1, Ripper, Harvester head	Sorting grapple		BRH, Cutter Vibrating plate Sieve**
					Fixed	Rotating	
R04-360	2 - 3.5	32	1,000	×	✓✓	✓	✓
R06-360	3.5 - 6.5	50	1,200	×	✓✓	✓	✓
R11-360	5.5 - 10	70	1,400	×	✓✓	✓	✓
RT121*	7 - 12	80	1,500	×	✓✓	✓	✓
RT201*	10 - 20	105	1,700	×	✓✓	✓	✓
RT251*	18 - 27	180	1,900	×	✓✓	✓	✓
RT301*	25 - 35	230	2,200	×	✓✓	✓	✓



## TILTROTATOR

Tube gripper option:

Yes

No

Please note: this option is not compatible with certain mechanical couplings or with the 2 double-acting lines + 1 drain option.

Hydraulic quick connectors for extra functions:

1 double-acting line

2 double-acting lines +1 drain

Please note: 1 single double-acting line for use with tube grippers.

Range of couplers and limitations on use:

Couplers	Carrier tonnage (t)	Max. BOF (kN)	Max. width (mm)	Claw backhoe 4x1, Ripper, Harvester head	Sorting grapple		BRH Milling cutter	Vibrating plate Sieve**
					Fixed	Rotating		
TR07	3 - 7	50	1,100	×	✓✓	✓	×	✓
TR11	6 - 11	75	1,300	×	✓✓	✓	×	✓
TR14	10 - 14	110	1,600	×	✓✓	✓	×	✓
TR19	14 - 19	150	1,700	×	✓✓	✓	×	✓
TR25	18 - 25	170	2,000	×	✓✓	✓	×	✓
TR32	26 - 35	200	2,300	×	✓✓	✓	×	✓



Key: ✓✓ Recommended | ✓Suitable | × Prohibited | \*\* Occasional use permitted

# OPENING AN ACCOUNT

## COMPANY NAME

Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Tel.: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E-mail: \_\_\_\_\_  
 Web: \_\_\_\_\_

## CATEGORIES

Tick the appropriate box(es) and specify the brand of machines distributed.

Manufacturer:  Mini-excavator  Excavator

Lessor:  Mini-excavator  Excavator

Brand: \_\_\_\_\_

Brand: \_\_\_\_\_

Dealer:  Mini-excavator  Excavator

Other distributor:  Mini-excavator  Excavator

Brand: \_\_\_\_\_

Brand: \_\_\_\_\_

## LEGAL FORM

Share capital: \_\_\_\_\_  
 Company registration no.: \_\_\_\_\_  
 VAT no.: \_\_\_\_\_  
 APE/NAF: \_\_\_\_\_

## CONTACTS

Please specify the preferred contacts in the following departments.

**Accounts:** Name: \_\_\_\_\_

Tel.: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Purchasing:** Name: \_\_\_\_\_

Tel.: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Sales:** Name: \_\_\_\_\_

Tel.: \_\_\_\_\_

E-mail: \_\_\_\_\_

## IDENTIFIER - BANK DETAILS/IBAN PLEASE: Attach bank details or IBAN

Bank	Sort code	Account no.	Key	Currency
_____	_____	_____	_____	_____
IBAN				
_____				
BIC (Bank Identifier Code) _____				
Bank address: _____				

## PAYMENT TERMS AND METHOD

**45 days end of month by:**

LCR  BOR  
 CHQ  VIRT

Payment before shipment if no credit insurance

## MODE OF TRANSMISSION

Acknowledgement of order by **e-mail**: \_\_\_\_\_ Date: \_\_\_\_\_  
 Delivery note by **e-mail**: \_\_\_\_\_ Signature, name & position of signatory: \_\_\_\_\_ Stamp: \_\_\_\_\_  
 Invoice by **e-mail**: \_\_\_\_\_

Acknowledge having read the General Terms and Conditions of Sale. (Pages 203 to 205 of the price list or on acbplus.com)

# GENERAL TERMS & CONDITIONS OF SALE

## 1| - GENERAL

### 1.1| Purpose and scope of these general terms and conditions

These general terms and conditions (hereinafter the "GTC") apply to the sale of materials or equipment (hereinafter the "Products") and related services by ACB+ (hereinafter the "Vendor") to professional buyers (hereinafter the "Buyer" or the "Customer").

They do not apply to the provision of services where these are the primary subject of the contract.

Pursuant to article L. 441-1 of French Commercial Code, these General Terms and Conditions constitute the sole basis for commercial negotiations between the Vendor and the Buyer. Consequently, the sale of Products is governed exclusively by these General Terms and Conditions of Sale, which may be supplemented by special conditions drawn up and agreed between the parties.

### 1.2| Contract formation

Unless stipulated otherwise, the Vendor's offer shall be valid for three months.

The sales contract is only valid once the Vendor has accepted the Buyer's order in writing.

The latter declares and acknowledges having full knowledge of these GTC and of the current prices. The fact that the Customer places an order with the Vendor implies full and unreserved acceptance of these General Terms and Conditions of Sale.

Unless expressly agreed otherwise by both parties, these GTS take precedence over any other written documents and, in particular, over any general terms and conditions of purchase and purchase orders issued by the Customer. For the purposes of these terms and conditions, "written document" means any document drawn up by any means, including on paper or electronic media.

The Vendor reserves the right to cancel or refuse any order from a Buyer with whom there is a dispute relating to payment for a previous order.

Any amendment of the contract requested by the Buyer is subject to the Vendor's express acceptance. The order expresses the Buyer's irrevocable consent to the goods and the price, and cannot be cancelled without the Vendor's express prior agreement. In this case, the Buyer shall compensate the Vendor for all costs incurred and for all direct consequences arising

therefrom. In addition, any deposit already paid shall remain the property of the Vendor.

Unless stipulated otherwise, the characteristics mentioned in catalogues, prospectuses and all the Vendor's advertising documents are only indicative and do not constitute a contractual document.

The Vendor reserves the right to make any modifications to its models that it deems appropriate, subject to orders already accepted by the Customer. For these orders, ACB+ shall offer the Customer the new model if the modifications made do not alter the essential characteristics and performance of the Products being sold.

In the case of the creation of equipment meeting the Buyer's specific needs, a study is carried out by the Vendor leading to an approval plan including the product's specifications. This document forms an integral part of the contract and requires the Buyer's written approval. In this case, the Vendor reserves the right to add special clauses in line with the context of the request. These then appear on the order.

## 2| - DELIVERY

### 2.1| Delivery terms

Delivery lead times begin on the date of the order acknowledgement, subject to receipt of all documents required by the Buyer to begin performance of the contract and receipt of any deposit.

The lead times indicated on the order acknowledgement are usual average and indicative lead times, which correspond to production processing lead times plus the delivery lead time.

Products are delivered to the delivery address specified by the Buyer at the time of placing the order. Where several products are ordered at the same time, and these have different shipping times, the order shipping time is based on the longest time. However, the Vendor reserves the right to split shipments. In this case, only the products shipped shall be invoiced.

In the event of a delay of more than thirty (30) calendar days in relation to the delivery date indicated on the order acknowledgement, the Buyer has the right to cancel (rescind) the order, excluding any damages and late payment penalties.

### 2.2| Acceptance

Should the Buyer fail to make a claim, by registered letter with acknowledgement of receipt, within eight days of the delivery date, the Products are

deemed to have been accepted. This acceptance is deemed to acknowledge the absence of apparent defects.

## 3| RETENTION OF TITLE AND TRANSFER OF RISK

Goods are delivered ex works and are transported at the Buyer's expense and risk, even in the case of carriage paid or cash on delivery shipments. Transfer of ownership of the Products only takes place after full payment of the price in principal and accessories. In the event of total or partial non-payment of the price by the due date, the Vendor may demand the return of unpaid Products at the Buyer's expense. Until full payment has been received, the Buyer may not resell or process the Products without the Vendor's prior consent. In the event of resale, the Vendor may exercise a resale right by claiming the amount due from the final purchaser, pursuant to articles L.624-9 et seq. of French Commercial Code.

Notwithstanding the retention of title clause, risks relating to the Products are transferred to the Buyer as soon as they are made available on the Vendor's premises. From this point onwards, the Buyer assumes all responsibility for any damage.

## 4| CONDITIONS OF CARRIAGE AND INSURANCE

Unless otherwise agreed, the conditions of carriage are governed by the CPT France Incoterm (Incoterms 2020) for shipments within Europe. For any material originating from outside the EU or using a mode of transport other than road transport, the delivery terms and incoterms are to be agreed between the parties, with delivery costs to be borne by the Buyer.

The Vendor shall notify the Buyer of the date on which the Products will be made available, and the Buyer is responsible for all transport, insurance, customs, handling, loading and unloading operations, in accordance with current regulations. In the absence of specific instructions, the Vendor shall arrange shipment in the Buyer's best interests, although insurance shall only be taken out at the Buyer's express request.

Finally, the Buyer is obliged to check the condition of the Products on arrival, to express any necessary reservations and to initiate recourse against the carrier in the event of damage, within the time limits set by articles L. 133-1 et seq. of French Commercial Code. The words "subject to unpacking" shall not be acceptable for the carrier.

## 5| PRICES, CONDITIONS AND LATE PAYMENT

Prices. The Vendor reserves the right to amend its prices at any time, subject to current orders.

Products are invoiced on the basis of the applicable prices on the date the order is recorded.

Product prices are quoted in euros, excluding VAT and delivery and insurance costs.

Payment. Unless stipulated otherwise on the acknowledgement of receipt issued by the Vendor, payments are made at the Vendor's domicile, net and without discount, and are due on the following terms:

30 days end of month, with this payment period being calculated as follows: 30 days + end of month.

Advance payments are made without discount unless agreed otherwise.

In the case of payment by bill of exchange, acceptance must occur within seven days of its dispatch.

In particular, the invoice specifies the date on which payment is due.

Deposits. Amounts paid prior to delivery are regarded as deposits. Deposits are always paid in cash and must form the subject of an invoice. VAT is payable under the conditions set out in French General Tax Code.

Late payment. Any late payment of an amount in relation to the due date indicated on the invoice, or any refusal to accept a bill of exchange when presented, shall result, without prior formal notice and without prejudice to the right to assert the retention of title clause, in:

- (i) the suspension or cancellation of any outstanding orders, at the Vendor's discretion,

- (ii) payment by the Customer of a fixed indemnity of forty (40) €, and

- (iii) payment by the Customer of late payment penalties equal to the rate applied by the European Central Bank to its most recent refinancing operation, plus ten (10) percentage points; the rate applicable during the first half of the year being that in force on January 1st and during the second half that on July 1st, without prejudice to any damages,

- finally, at the Vendor's discretion, automatic cancellation of the sales contract one month after formal notice has been issued to the Buyer by registered letter with acknowledgement of receipt to comply with its obligations. In this case, and without prejudice to any damages, the Buyer, in addition to its obligation to return the Products at its expense, shall owe the Vendor a termination indemnity, set at 20% of the price, valued on the termination date. This indemnity shall be allocated to payments already received.

## 6| CONTRACTUAL WARRANTY FOR NEW EQUIPMENT

### Scope of the warranty

The Vendor undertakes to remedy any Product malfunctions resulting from a defect in the design, the materials themselves or assembly if this operation is entrusted to it, within the limits of the following provisions.

- The warranty automatically ceases to apply should the Buyer perform maintenance, repair or modification work itself or by means of an unauthorised third party without the Vendor's written consent.

- The warranty is excluded:

- in the event of damage resulting from lack of maintenance and supervision and, in general, from any handling that does not comply with the manufacturer's written instructions (the normal operating instructions of which appear in the instruction manual) or with current regulations,

- for defects resulting in whole or in part from normal wear and tear of the part, deterioration or accidents attributable to the Buyer or a third party,

- in the event of a defect arising from parts supplied by the Buyer and incorporated at the Buyer's request during the manufacturing process,

- in the event of force majeure as defined in Article VIII, in the event of an accident caused by acts of God or by a third party.

In the event of use of the Product outside metropolitan France, the Vendor may amend the scope and terms of the warranty as defined in the present conditions.

No contractual warranty applies to spare parts not assembled by the Vendor or a third party approved by the Vendor.

The Buyer's obligations

To benefit from this warranty, the Buyer must immediately notify the Vendor in writing of defects it attributes to the Product and provide all evidence of the reality of these defects; it must offer the Vendor every opportunity to confirm and remedy them.

### Duration and starting point of the warranty

The normal warranty covers the connection of ACB+ couplers for a period of two (2) years. For all other products, this period is reduced to one (1) year.

The starting point of the warranty is fixed from the date on which the Product is shipped by the Vendor or the date on which the Product is made available on the Vendor's premises.

### Warranty exclusions

The commercial warranty is excluded:

- for any purchase of a Product not recommended by the Vendor, either where said Product is not suitable for the tool to which it is connected, or where it is not suitable for the use envisaged by the Customer,

- if the Product is not used in accordance with ACB+'s user documentation and/or the safety measures set out by ACB+ and/or pursuant to legal and/or regulatory provisions.

### Terms and conditions for exercising the warranty

The warranty applies if, and only if, the following process is followed:

The Buyer must submit a warranty claim to the Vendor (indicating the Product and order references, and providing photos and other documents showing the defect(s) found).

The Vendor's technical department shall then examine the Buyer's request, inform the Buyer of the terms and conditions of warranty cover specific to it, and inform it of the terms and conditions of repair or replacement decided on at the Vendor's discretion or a possible refusal of the warranty request.

Warranty repairs may be carried out in the Vendor's own workshops or those designated by the Vendor.

Unless stipulated otherwise in the contract, the following terms and conditions apply:

For the duration of the warranty, the Vendor is obliged to replace parts found to be defective after examination by its technical department, or, if it prefers, to repair them free of charge.

The warranty excludes all other services, compensation or damages (downtime costs, loss of productivity, etc.).

In the event of non-application of the warranty, the Vendor may provide the Buyer with an estimate for repairs or replacement.

Replaced parts may be retained by the Vendor unless the Buyer objects in writing

Reshipment of the Product not covered by the warranty is at the Buyer's risk and expense.

## 7| LIABILITY

The products offered comply with European Directive 2006/42/EC of May 17, 2006 on machinery and with current French legislation. The relevant French standards have been used for their definition. It is the Buyer's responsibility to check with local authorities regarding the possibility of importing or using the products or services the Buyer intends to order.

The Vendor shall not be liable for any use that does not comply with the instructions for use and the prescribed safety measures.

The Vendor shall not be liable in the event of non-performance of the contract due to force majeure as described in Article VIII.

The Vendor shall supply documents containing operating instructions (such as instruction manuals, user manuals, etc.). The user must familiarise itself with these prior to commissioning.

In the event that the Product is installed by the Vendor, the Customer must have obtained the manufacturer's prior written agreement to install the Product on the manufacturer's equipment. Should the Customer fail to comply with this undertaking, the Vendor shall not be held liable for any damage of any nature whatsoever that may result for the Customer and/or any third party.

The Vendor's liability shall be limited to direct material damage caused to the Buyer as a result of faults attributable to the Vendor in the performance of the contract.

Under no circumstances shall the Vendor be required to provide compensation for immaterial and/or indirect damage and, in particular, for operating losses, loss of profit, loss of opportunity, commercial losses, loss of earnings, loss of image.

In the event that penalties and compensation have been mutually agreed, these shall constitute lump-sum, final compensation and are exclusive of any other penalty or compensation.

The Vendor's total civil liability, for all causes, is limited to a sum not exceeding the amount of the order for the Product in question.

The Buyer waives all recourse and guarantees the waiver of recourse by its insurers in a contractual relationship with it, against the Vendor or its insurers beyond the limits and exclusions set out above.

## 8| FORCE MAJEURE

Neither party to the contract shall be held liable for a delay or failure to fulfil any of its obligations under the contract if such delay or failure is due to Force Majeure.

- "Force Majeure" means any case of force majeure as defined by article 1218 of French Civil Code, as well as the following events, even if these are not identified as force majeure under French law: the occurrence of a natural disaster,
- earthquake, storm, fire, flooding, etc.
- armed conflict, war, civil conflict, attacks, etc.
- industrial disputes, total or partial strikes affecting the Vendor or Buyer,
- industrial disputes, total or partial strikes affecting suppliers, service providers, carriers, postal services, public services, etc.
- mandatory injunctions from public authorities (import ban, embargo),
- operating accidents, machinery breakdown, explosion,
- epidemics or administrative police measures imposed due to a health crisis,
- supplier failure or shortage.

Each party shall immediately inform the other party of the occurrence of a case of Force Majeure of which it is aware and which, in its opinion, is likely to affect the performance of the contract, indicating its estimated duration. The obligations and rights of the party affected by Force Majeure shall be suspended for the duration of this event. As soon as this has come to an end, the impeded party shall notify the other party and must immediately resume performance of its obligations.

## 9| TERMINATION

In the event of a serious breach of any contractual provision by either party, and notwithstanding the provisions of article 11.1 relating to late delivery, the other party may terminate the contract ipso jure after formal notice has been served without result within 30 days, specifying the alleged breach and the intention to terminate under this article.

This provision does not preclude the right to compensation for losses suffered as a result of total or partial non-performance of the contract.

## 10| DISPUTES AND APPLICABLE LAW

The parties undertake to attempt to settle their differences amicably before bringing the matter before the Commercial Court. Failing amicable settlement of the dispute, the Villefranche-sur-Saône Commercial Court shall have sole jurisdiction, irrespective of the conditions of sale and payment terms, including in the event of the introduction of third parties.

The contract is governed solely by French law, excluding the Vienna Convention on the international sale of goods.

## 11| OTHER PROVISIONS

### 11.1| Confidentiality

The parties are mutually committed to a general obligation of confidentiality relating to all kinds of verbal or written information, whatever the medium (discussion reports, drawings, exchanges of computerised data, activities, installations, projects, know-how, products, etc.) exchanged as part of the preparation and performance of the contract (hereinafter referred to as "Confidential Information"). Information that is known to the public or that may become publicly known other than through the fault of or action by either party or third parties in breach of this confidentiality obligation shall not be deemed confidential.

Consequently, the parties undertake:

- to keep all Confidential Information strictly secret and, in particular, to never disclose or communicate, in any way whatsoever, directly or indirectly, all or some Confidential Information, to anyone whatsoever, without the prior written authorisation of the other party,
- not to use all or some Confidential Information for any purpose or activity other than the performance of the contract,
- to only pass it on to its permanent employees directly involved in implementing the GTC under its responsibility, informing them in advance of the confidential nature of the Confidential Information,
- not to make a copy or duplication of all or some of the Confidential Information.

The parties undertake to take all necessary measures to ensure compliance with this confidentiality obligation, for the entire term of the contract and after its expiry, and undertake to ensure that all their employees comply with this obligation. This obligation is an obligation of results.

### 11.2| Waiver

The fact that the Vendor does not, at a given moment, avail itself of any of the clauses of the GCS may not be interpreted as a waiver of its right to do so at a later date.

Similarly, the invalidity of any of the clauses of these GTC shall not affect the validity of the other clauses.

### 11.3| Customer service

Please contact our Customer Service team for more information or should you have any questions:

ACB+  
Tel.: +33 4 74 66 82 49  
Fax: +33 4 74 66 82 83  
Address: ACB+ - 249 Route de Charentay - 69220 SAINT-LAGER

### 11.4| Intellectual property

The Vendor retains full and exclusive ownership of all intellectual and industrial property rights to the products, as well as trademarks, logos and other distinctive signs identifying the products, and documents of any kind sent to the Buyer, in particular plans, drawings, technical specifications, references and photographs relating to the products.

The Buyer therefore undertakes to respect all of the Vendor's intellectual and/or industrial property rights. Only a non-exclusive right of use of the trademark relating to the Product sold is granted by the Vendor to the Buyer who lawfully resells the Product, for the sole purpose of promoting and marketing said Product. Any total or partial reproduction of the Vendor's products is strictly forbidden.

## 12| BAN ON RE-EXPORTING ACB+ PRODUCTS TO RUSSIA OR FOR USE IN RUSSIA.

On December 18, 2023, the European Union (EU) adopted its 12th set of sanctions against Russia. Article 12g of Regulation (EU) No. 833/2014 requires us to impose a "No re-export to Russia" clause as part of our agreement with you. Thus, by accepting or using products delivered by us, or by placing a new order with ACB+, you agree not to sell, export or re-export products delivered by ACB+ to Russia, nor to sell, export or re-export such products for use in Russia. In addition, you undertake to do everything in your power to ensure that you and any third parties with whom you have entered into a contract comply with this obligation. You also undertake to set up and maintain an adequate control mechanism to detect any breach of these obligations by third parties with whom you have entered into a contract. Any breach of any of these obligations entitles us to terminate the relevant agreements with you for breach of contract and to exercise any other remedies available to us under law and contracts.

## 13| PROCESSING YOUR PERSONAL DATA

ACB+ collects and processes your personal data in order to provide the expected service. To find out more about how we collect and manage your personal data, please visit our website: Privacy policy.

Date of last update: 18/11/2024







