

# TERMS AND CONDITIONS OF SALE

## 1. Application of the Terms and Conditions of Sale – Enforceability

These Terms and Conditions of Sale («TCS» below) form the basis of the commercial negotiation and are systematically addressed or delivered to each purchaser (in particular by permanent availability on Exxelia Group's website) to enable the placing of orders. They prevail over the Terms and Conditions of Purchase unless formal written acceptance by the seller. Any contrary condition opposed by the purchaser will be, failing express acceptance, void against the seller, regardless of when it may have been brought to its attention.

If the seller does not exercise one or more of the provisions in these Terms and Conditions of Sale, this shall not be construed as a waiver of the seller's right to exercise any of the provisions in these Terms and Conditions of Sale at a later date.

## 2. Orders

To be valid, the order shall specify the quantity, the brand, the type, the references of the goods sold and the agreed price, the payment terms, the place and the date of delivery or the removal. The orders are final, even if they are made through intermediaries or employees, sales representatives only when they have been confirmed in writing. Unless otherwise agreed, the confirmation of the order implies for the purchaser, acceptance of these Terms and Conditions of Sale and the recognition of complete understanding. No order under a gross amount of 300€ (Three Hundred euros excluding taxes) is accepted. Any order of a gross amount less than 1000 € (one thousand euros excluding taxes), induces 50 € (fifty euros) fees for each order.

## 3. Modification of order

Any amendment to the order must, by way of validity, be formulated in writing and accepted by both Parties. Any order amendment at the initiative of the purchaser and of an amount less than € 1,000 excluding tax (one thousand euros excluding tax), entails costs of € 50 (fifty euros) per amendment.

## 4. Price

The applicable price is the price agreed in the order. Unless otherwise agreed, prices are net, excluding transport, excluding taxes and based on the tariffs provided to the purchaser. All taxes, duties, fees or other services payable under French regulations or under those of the importing country or countries of transit are the responsibility of the purchaser. Unless otherwise agreed, prices always relate to a good made available to the purchaser in the factories of the seller. Prices do not include costs of reception and technical control that would, if appropriate, be imposed by the purchaser. In case where a reception or technical control was imposed, the seller reserves the right to charge the costs arising from the receipt and/or the technical control. Prices charged by Exxelia are confidential

## 5. Delivery

### 5.1 Requirements

Delivery is deemed to be made in the seller's factories (EXW, Incoterm 2010), either by direct delivery of the good to the purchaser, or by simple notice of availability. Unless otherwise agreed, the delivery method is the choice of the seller. The purchaser acknowledges that it is the carrier's responsibility to make the delivery, the seller is deemed to have fulfilled his obligation to deliver when he hands over the sold goods to the carrier who accepted them without reserves. The purchaser therefore has no warranty claims against the loader, may it be the seller in the event of non-delivery of the goods transported.

### 5.2 Deadlines

The seller is authorized to make complete or partial deliveries. Delivery times are listed as accurately as possible at the time of order, but depend on the procurement and transportation opportunities of the seller. Delays in delivery cannot result in damages, deduction or cancellation of pending orders. The seller is not responsible for the procurement of third party and of carriers.

## 6. Risks

If the order is stating any delivery by seller, the goods are delivered carriage paid, against payment at the agreed location or according to express agreement; in any case, they travel at the risk of the recipient who is responsible in case of damage or failure to make any necessary findings and confirm its reserves by extrajudicial or by registered letter with acknowledgment of receipt to the carrier within three (3) days following the receipt of the goods.

## 7. Reception

Without prejudice to the measures to be taken vis-à-vis the carrier, claims for defects or non-compliance of the good delivered with the ordered good or with the packing slip must be made in writing within eight (8) days following the arrival of the goods. It is the purchaser's responsibility to provide any justification as to the reality of defects or anomalies. He will leave the seller every opportunity to ascertain these defects and find a solution. He will not intervene itself or involve a third party to do so.

## 8. Returns

Any return of good must be subject to a formal agreement between the seller and the purchaser. Any good returned without this agreement shall be kept at the disposal of the purchaser and will not lead to the establishment of a credit. Costs and risks of return are always the responsibility of the purchaser. No returns will be accepted after a period of 15 (fifteen) days following the date of delivery. Returned

goods are accompanied by a return slip to be fixed on the package and must be in the state they were delivered by the supplier.

Any return accepted by the seller will lead to the establishment of a credit to the benefit of the recipient after qualitative and quantitative verification of the goods returned; returns which do not comply with the above procedure will be penalized by the loss for the purchaser of the deposits he has paid.

## 9. Warranty – liability

### 9.1 Scope

The goods are manufactured by the seller from raw materials from non-combatants countries. The goods are guaranteed against defects in material or workmanship for a period of one (1) year following the date of delivery. The delivery by the seller of the goods ordered does not engage the seller's responsibility for safe or vital uses of the goods ordered. The seller accepts no responsibility for any use of the goods ordered that does not comply with the specifications provided by the seller. Servicing under warranty does not have the effect of extending the duration of it. Under this warranty, the sole obligation of the seller will be, at its option, the free replacement or the repair of the good or of the component found to be defective by our workshops unless that remedy is impossible or disproportionate. In case of replacement of the defective good, it will remain in possession of the seller without the purchaser being able to claim it back. To benefit from the warranty, all goods must be previously submitted to the after sales service of the seller whose agreement is required for any replacement. Eventual shipping costs are the responsibility of the purchaser who shall not be entitled to any compensation in the event of immobilization of the good because of the application of the warranty.

This warranty is the only and final remedy granted by the seller, with exclusion of any kind of damages for loss of use, loss of production, collateral damage, etc.

### 9.2 Exclusions

The warranty does not apply to defects. Are excluded, defects or damages caused by normal wear and tear, modification of the good not provided or specified by the seller, and by using the good under conditions which do not comply to normal use and/or not in accordance with trade practices. Are also excluded, the destructions or damages caused in particular by over voltage, overload, abnormal use, incorrect installation, mechanical accident or lack of maintenance.

In no event and under no circumstances shall the purchaser or the seller, respectively, be liable to the other for any loss of use or profit, loss of revenues, loss or delay of product, anticipated profit or production or any consequential, immaterial or indirect loss or damage arising out of or in connection with the implementation of any order.

The total cumulative liability of the seller arising out of or in connection with any order, from any cause whatsoever, whether based on breach of contract or in tort (including without limitation, negligence, strict liability, product liability, gross negligence or otherwise) under any warranty, or otherwise, shall in no event, exceed twenty percent (20%) of the amount of the order.

### 9.3 Force majeure

Force Majeure shall mean any act or event which is outside the control of purchaser or seller including, without prejudice to the foregoing generality, Act of God, epidemic, tidal wave, explosion, lightning, serious flood, fire, earthquake, hurricane, typhoon, war (whether declared or not), riots and strikes and industrial action (other than among seller's employees), civil and military disturbance and act of government or governmental authority or of a representative thereof.

If either party is prevented from or delayed in performing its obligations hereunder as a result of an event of Force Majeure such prevention or delay shall not be considered a breach of the contract, but shall relieve the parties of their respective obligations to perform.

If either party is unable wholly or in part to carry out its obligations under these TCS or any order due to Force Majeure, it will promptly give written notice to that effect to the other party stating the particulars of such Force Majeure. The party will also give written notice of the termination of the Force Majeure. The performance of any obligation suspended while Force Majeure is in effect will be resumed as soon as possible after the Force Majeure has ended. Should any act of Force Majeure cause suspension of any order for more than 30 continuous days, either party may terminate the said order.

## 10. Billing

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

## 11. Payment

### 11.1 Terms

Unless otherwise agreed, payments shall be made by bank transfer within thirty (30) days following the date of delivery of the goods. In case of delayed or deferred payment, a payment in the meaning of this article, is not the mere submission of a bill of exchange or a check involving an obligation to pay, but their settlement at the agreed deadline. Drafts presented for acceptance must be returned to the seller within 48 (forty-eight) hour following their presentation.

### 11.2 Delay or default

In case of late payment, the seller may suspend all pending orders, without

prejudice to any other course of action. Any default in payment by the deadline in accordance with the provisions of Article 11.1, will lead to billing as of right and without prior notice, to penalties equal to the ECB lead rate plus ten points. A lump sum for collection costs, of a minimum of forty (40) euros will be payable as of right and without prior notice by the purchaser in case of late payment. The seller reserves the right to claim compensation with the purchaser if the additional collection costs actually incurred exceeded the amount, on presentation of receipts. Any default in payment by the deadline in accordance with the provisions of Article 11.1, will entail immediate payment of all sums due in respect of the delivery for which payment is due, for other deliveries or for any other cause.

In case of default, forty-eight hours after an unsuccessful formal notice has been given, the sale will be automatically canceled as of right if the seller deems fit to do so, who may claim back the goods in chambers without prejudice to any other damages. Resolution will affect not only the order in question but also all previously unpaid orders that are delivered or being delivered and that their payment is due or not. In case of payment by installments, non-payment of a single installment will entail the immediate payment of the entire debt without notice. In any case, the payments may not be suspended or subject to any compensation whatsoever without the prior written consent of the seller. The seller does not intend to grant any discount for cash payment or on a date prior to that of the TCS.

#### **12. Retention of title clause**

DELIVERED GOODS REMAIN THE PROPERTY OF THE SELLER UNTIL FULL PAYMENT OF THEIR PRICE. PURCHASER CANNOT SELL GOODS UNLESS PRIOR EXPRESS AUTHORIZATION FROM THE SELLER UNTIL FULL PAYMENT OF THEIR PRICE. ANY DEPOSIT PAID BY THE PURCHASER WILL REMAIN THE PROPERTY OF THE SELLER AS A LUMP-SUM COMPENSATION WITHOUT PREJUDICE TO ANY OTHER PROCEEDINGS THAT HE WOULD BE ENTITLED TO BRING FOR THIS REASON AGAINST THE PURCHASER.

HOWEVER, THE RISK OF LOSS AND DAMAGE WILL BE TRANSFERRED TO THE PURCHASER AS PROVIDED IN THE ABOVE ARTICLE 6. THE PURCHASER COMMITS ACCORDINGLY TO INSURE, AT HIS OWN COSTS, THE GOODS ORDERED, FOR THE BENEFIT OF THE SELLER, BY AN INSURANCE AD HOC, TILL THE COMPLETE TRANSFER OF OWNERSHIP AND TO JUSTIFY IT TO THE LATTER UPON THE DELIVERY ON SIMPLE REQUEST OF THE SELLER.

#### **13. Confidentiality – Intellectual Property**

The technical, commercial, economic, financial, strategic or organizational information disclosed by Exxelia and contained in the offers and contracts signed by Exxelia are confidential.

The Parties comply with (i) European Regulation 2016/679 relating to the protection of individuals with regard to the processing of personal data from its date of application and (ii) all regulations relating to processing of personal data in force during this agreement (together, the "Applicable Data Protection Legislation"). The Parties undertake in particular to:

- (i) communicate personal data relating to the data subjects to each other only to the extent that such personal data have been legitimately collected and processed;
- (ii) guarantee that they have duly informed the persons subjects in accordance with Applicable Data Protection Legislation, and, where necessary, that they have obtained valid consent from the persons subjects, in particular with regard to the processing carried out by the Parties for the purposes of this Agreement;
- (iii) process personal data for the sole purposes strictly necessary for the performance of this agreement and as strictly agreed by the Parties;
- (iv) share the personal data collected and processed resulting from this agreement only with third parties who offer the same guarantees as those defined herein;
- (v) refrain from transferring personal data with third parties located outside the European Economic Area without having previously obtained the consent of the other Party;
- (vi) implement technical and organizational measures to ensure an adequate level of protection of the personal data processed; and
- (vii) delete personal data when it is no longer necessary for the purposes of this agreement or at the request of the other Party

#### **14. Termination**

14.1 The purchaser has the right to unilaterally terminate this contract in the following cases:

14.1.1. violation of delivery conditions more than ninety days after written reminder notification

14.1.2. delivery of defective Goods not repaired within the contractual deadlines, plus sixty days after written notification of the recall;

14.1.3. violation of the conditions of replacement / repair of defective goods;

14.2 In the event of non-performance by the purchaser of any of its obligations, and

eight days after formal notice by registered letter with acknowledgment of receipt remained in whole or in part without effect during this period, the order(s)/agreement(s) will be (are) automatically resolved and without formality. Unpaid goods must be returned at the seller's first request, at the expense and risk of the purchaser, who undertakes to do so without prejudice to any other damages. As first damages, any sum already paid by the purchaser will be definitively acquired by the seller.

Any deposits paid will remain with our company as first damages and subject to all other rights and remedies.

The seller has the right to unilaterally refuse to perform this contract in case of violation by the purchaser of the payment period of more than two (2) months.

14.3 Except as stated in clause 14.1 above, by principle purchase orders are NC/NR (Not cancelable / Not returnable). If, despite the above, the seller accepts in writing a cancellation or a return by the purchaser, then the purchaser must pay the seller the cost of the goods actually delivered and accepted by the purchaser, taking into account the advance payment and will reimburse the seller, in addition to the price of the goods delivered, the production outstanding (work in progress) and the costs incurred by the seller to manufacture the goods (or to prepare such manufacture) at the time of said termination, including raw materials.

#### **15. Jurisdiction - Dispute**

THE COURTS OF PARIS SHALL HAVE EXCLUSIVE JURISDICTION IN CASE OF LITIGATION OF ANY KIND OR DISPUTE RELATING TO THE FORMATION OR TO THE PERFORMANCE OF THE ORDER. THIS CLAUSE SHALL APPLY EVEN IN THE EVENT OF AN INTERIM REMEDY, OF INCIDENTAL CLAIM OR MULTIPLE DEFENDANTS OR COLLATERAL CLAIMS, AND REGARDLESS OF THE METHODS AND THE TERMS OF PAYMENT WITHOUT THAT THE JURISDICTION CLAUSES THAT MAY EXIST ON THE DOCUMENTS OF THE PURCHASERS CAN PREVENT THE APPLICATION OF THIS CLAUSE WHICH CONSTITUTES AN ESSENTIAL CONDITION FOR THE FORMATION OF THE CONTRACT OF SALE. IT IS EXPRESSLY AGREED THAT THE TCS AND THE SALES CONTRACTS TO WHICH THEY APPLY SHALL BE SUBMITTED TO THE LAWS OF FRANCE.