

## **GENERAL TERMS AND CONDITIONS OF SALE**

### **ARTICLE 1 – General provisions**

These general terms and conditions of sale (hereinafter the "**T&Cs**") form, in accordance with the provisions of articles L 441-1 *et seq.* of the French commercial code, the sole foundation for the parties' business relationship.

Their purpose is to set out the terms and conditions under which DELEM, a *société par actions simplifiée* [simplified joint-stock company], the registered office of which is located at 325 Route des Cologes – Oex – 74300 MAGLAND, France (hereinafter the "**Supplier**"), supplies any professional clients (hereinafter the "**Client**" or the "**Clients**"), upon request, with all turned and/or machined parts based on drawings provided by the Client (hereinafter the "**Product**" or the "**Products**").

In accordance with current regulations, the T&Cs are sent or given to each potential and/or existing Client as a matter of course, so that it can assess the Supplier's trading terms and, where applicable, place an order. The T&Cs are intended to apply to all sales made by the Supplier of the Products. They also apply for the entire duration of the contractual relationship in the context of "blanket orders".

As such, these T&Cs will automatically apply to any Product order placed after the Client's receipt hereof.

Unless expressly otherwise agreed by the parties in this respect and notwithstanding any conflicting clause appearing in the general terms and conditions of purchase, all the provisions hereof prevail over the Client's general terms and conditions of purchase. Any conflicting terms proposed by the Client will, therefore, be unenforceable against the Supplier, unless expressly accepted, regardless of when they may have been brought to the Supplier's attention.

Under current regulations, the Supplier reserves the right to derogate from select clauses of these T&Cs, in line with negotiations conducted with the Client, by drawing up special terms and conditions of sale.

Any derogation from these T&Cs is subject to the Supplier's express written agreement. The term "written" means any document produced on paper, in electronic format, or by fax.

Should the Supplier fail to invoke any provision of these T&Cs at a given time, this will not be construed as a waiver of the right to invoke said provision at a later date.

The invalidity of one or more provisions of these terms and conditions does not affect the validity of the remaining provisions. Where applicable, the parties will confer to agree upon alternative provisions to replace those found to be invalid.

### **ARTICLE 2 – Orders**

#### **2.1 – General provisions**

Orders will only be deemed final once the Supplier has issued a quotation based on the drawings provided by the Client and the Client has expressly accepted said quotation. The Client's express acceptance of the quotation may be evidenced by any means. In particular, any order placed by the Client after receipt of the quotation will constitute express acceptance of that quotation.

Unless indicated otherwise, quotations are valid for thirty days. After this time, the Supplier reserves the option to either confirm its original quotation, propose a revised quotation, or issue a new quotation.

When the Client places an order, it must be careful to specify, where applicable, the Product references as previously communicated to prepare the quotation and the number of Products ordered and, more generally, provide any document such as drawings, studies, and descriptions to enable the Supplier, where applicable and if not previously communicated, to manufacture the parts ordered.

#### **2.2 – Payment of a down payment**

For orders that are especially large in terms of quantity or value, the Supplier reserves the right to request payment of an *acompte* [down payment] of thirty percent (30%) of the full amount of the order, inclusive of taxes (TTC), when the order is placed. The Supplier may request multiple down payments for orders it considers to have a relatively long manufacturing time, spread out over the course of the manufacturing period. Where applicable, information on the down payment(s) will be communicated to the Client by the Supplier when the order is placed or, where applicable, included in the quotation. In this case, the order will only be considered as having been definitively accepted once the first down payment has been paid and received in full.

#### **2.3 – Consequences of placing an order in relation to these T&Cs – *intuitu personae***

By placing an order, the Client not only accepts these T&Cs as indicated above but also acknowledges that it has full knowledge of them.

Furthermore, it is expressly stated that each order entered into with the Client is deemed to be *intuitu personae*, meaning that the Supplier's acceptance of the order is based on the Client's identity. As such, the Client agrees not to assign or transfer, in any manner whatsoever—particularly through the transfer or lease of its business, a contribution to a company, or, where applicable, a transfer of shares or a change of control of the Client company within the meaning of article L 233-3 of the French commercial code—any of the rights or obligations arising from the order without the Supplier's prior, express, and written consent.

Any failure on the part of the Client in this respect may lead, at the Supplier's discretion, to the termination of the order at the Client's sole fault. In such a case, any down payments already received will be permanently retained by the Supplier, which may also invoice the Client for all costs incurred in connection with the order (including custom equipment, design costs, labor and procurement expenses, tooling, and storage of the Products) and, more generally, for any direct or indirect consequences arising from such termination.

#### **2.3 – Cancellation – Change to the order requested by the Client**

Orders are firm and final, and, as such, any request to change them made by the Client will be subject to the Supplier's express prior approval. Requests for a change to the order only replace the initial order after the Client's express approval, where applicable, of a specific quotation and any adjustment to the price.

If the Client cancels or changes the order, the down payment mentioned above cannot, under any circumstances, be considered as *arrhes* [a deposit]. As such, in the event of the cancellation of the order by the Client and subject to its acceptance by the Supplier, any down payment paid at the time of the order will be retained as of right by the Supplier, notwithstanding any damages as indicated below, and may not give rise to any repayment. As such, in addition to retaining the abovementioned down payment, the Client will compensate the Supplier for all costs incurred (including custom equipment, design costs, labor and procurement

expenses, tooling, and storage of the Products) and, more generally, for any direct or indirect consequences arising from such termination.

#### **2.4 – Effects on the inventory of a change to an order**

As part of its regular commercial relationships with certain Clients, the Supplier may be required to build up inventory (such as materials, custom tooling, work-in-progress, or finished products), based on the needs of such Clients and in their interest, either at their express request or to meet forecast programs announced thereby.

Any modification or suspension of an order by the Client that prevents the inventory from being used as initially planned will entitle the Supplier to immediately invoice the Client for all costs incurred in connection with the order (including surplus Products, custom equipment, design costs, labor and procurement expenses, tooling, and storage of the Products), as well as, more broadly, for any direct or indirect consequences arising from such modifications.

Accordingly, if inventory cannot be cleared due to the Client's own actions and provided that such inventory was reasonably established by the Supplier, the Supplier will be entitled to take any legal action it deems appropriate to obtain damages for the resulting loss.

#### **2.5 – Orders referred to as "blanket orders"**

In the specific case of orders referred to as "blanket orders", the latter must, *inter alia*, meet the conditions set out below:

- Be time-limited;
- Include a detailed description of the Product specifications and price, throughout the entire contractual relationship;
- Include the minimum and maximum quantities and the planned lead times;
- Include the indicative delivery times.

Any amendments made by the Client to the provisional estimates for the whole "blanket" order that result in a variation of more than 5%, either upward or downward, from the original estimated amounts, will be deemed a change of the order and, as such, will be subject to the Supplier's approval. In such a case, the parties must work together to find a solution to the consequences of this variation, which may alter the contractual balance to the detriment of the Supplier.

In the event of an upward adjustment, the Supplier will make its best efforts to meet the Client's request in terms of quantities and deadlines in line with its capabilities (production, transportation, subcontracting, human resources, financial resources, etc.). In any case, the Supplier will not be held liable in any way if the new conditions requested by the Client cannot be met, where such conditions were not initially planned for or reasonably foreseeable.

#### **ARTICLE 3 – Prices**

The prices of the Products and any additional expenses, where applicable (transport and customs costs, for example), are specified in the quotation drawn up by the Supplier and accepted by the Client, as indicated in article 2 above.

Unless otherwise agreed by the parties in this respect and subject to the following, the prices communicated are firm and final and are understood to be in euros, excluding taxes and subject to VAT. In the case of a blanket order, and unless otherwise specified in the quotation, the Supplier undertakes to maintain the prices in the quotation for a period of one (1) year. After this time, the Supplier will issue a new quotation.

As an exception to the foregoing, and excluding the "blanket orders" referred to in article 2.5, the Supplier reserves the right to change its prices at any time and without prior notice, by simple written notification to the Client, to reflect fluctuations in the price of raw materials or increases in fixed costs. In any event, any change to the price under these conditions can only be justified on account of additional costs beyond the control of the Supplier.

With the exception of the "blanket orders" referred to in article 2.5, any other change to the price made by the Supplier will be subject to the observation of a sufficient notice period.

In the event of a change to the price made by the Supplier, regardless of the reason for such change, the Client will remain free to decide whether to continue placing orders with the Supplier in the future.

The Client is considered to have tacitly accepted the new prices if it places orders after having been informed of the new prices.

Furthermore, any event beyond the control of the parties that increases the price of the order inclusive of taxes between the date it is placed and its date of payment (changes to fiscal and parafiscal taxes, primarily) will be automatically enforceable on the Client and taken into account for the preparation of the final invoice, without such being considered a unilateral modification of the contract. Under no circumstances will the revision of the price to reflect such increases entitle the Client to cancel an order.

#### **ARTICLE 4 – Payment**

##### **4.1 – Payment period**

Unless otherwise agreed between the parties in this respect and subject to any down payment(s) that may have been made as indicated above in article 2, the price is payable no later than thirty (30) days after the date of issue of the invoice, which is given to the Client on the day of delivery of the Products or, failing that, in the month of said delivery.

Contractually agreed payment dates cannot be challenged unilaterally by the Client for any reason whatsoever, including in the event of a dispute.

Payment made by the Client is only considered final after actual receipt of the amounts due.

##### **4.2 – Payment terms**

The price is payable by bank transfer (SWIFT or SEPA) only, to the exclusion of any other means of payment.

##### **4.3 – Late payment**

Any amount that has not been paid by the due date will give rise automatically, without the need for any formal notice, from the day after the payment date indicated on the invoice, to the payment by the Client of late payment penalties corresponding to the legal interest rate plus ten (10) points on the price inclusive of taxes indicated on said invoice.

Under the provisions of articles L 441-10 and D. 441-5 of the French commercial code, any late payment will also result in the Client being required to pay fixed compensation of €40 for recovery costs. Additional compensation may be claimed, upon the presentation of supporting documents, when the recovery costs exceed the fixed-rate compensation. The Client may, for example, be required to pay back the costs incurred through legal action taken to recover the amounts due, including the fees of judicial officers, without prejudice to any other compensation that may be claimed.

In this case, the Supplier is also entitled to suspend or cancel the provision of the Products ordered by the Client and, more generally, to suspend the performance of its obligations toward the Client and to cancel any discounts granted to the latter, without prejudice to any other course of legal action, under application of the provisions of article 1219 of the French civil code, *inter alia*. This applies to the disputed order and any other order in progress for the defaulting Client. The suspension of performance will take effect immediately upon the Client's receipt of a notice of breach sent by the Supplier for that purpose, indicating its intention to invoke the defense of nonperformance until the Client remedies the identified breach. This notice will be served by registered letter with acknowledgment of receipt or by any other durable written medium that provides proof of delivery.

Such defense of nonperformance can also be used preventively, under the provisions of article 1220 of the French civil code, if it becomes obvious that the Client will not perform its obligations in time and that the consequences of such nonperformance are sufficiently serious for the Supplier. The suspension of performance will take effect immediately upon receipt by the presumed defaulting Client of a notice of intention to apply the preventive defense of nonperformance until the Client performs the obligation that it would appear unlikely to perform in the future. This notice will be served by registered letter with acknowledgment of receipt or by any other durable written medium that provides proof of delivery.

In particular, in the event of the degradation of the Client's situation witnessed by a financial establishment or confirmed by a significantly late payment, or when the Client's financial situation differs from the data provided before the order was placed, delivery will only take place once payment has been made.

In the event of nonpayment, forty-eight (48) hours after a formal notice has gone unanswered, the sale will be automatically terminated, if the Supplier sees fit. The Supplier may, where applicable, request the return of the Products, which must be returned in perfect resalable condition, without prejudice to any other claims for damages. The termination will affect not only the order in question, but also all prior unpaid orders, whether they have been delivered or are out for delivery, and whether or not their payment is due. In this case, and in addition to the above, any amount previously paid to the Supplier in the form of a down payment will be permanently retained by the Supplier, and no repayment will be due in this respect.

In all the above cases, amounts due for other deliveries, or for any other reason, will immediately fall due if the Supplier does not opt to terminate the corresponding orders.

#### **4.4 – Retention of title**

Assuming payment has not already been made, the transfer of ownership of the Products, even when delivered under the terms and conditions set out below in article 5, is contingent on the full payment by the Client to the Supplier of the total price of the order, in principal and any additional expenses.

In the interval, in the event of the seizure or any other intervention on the part of a third party concerning the Products covered by the retention of title, the Client undertakes to immediately inform the Supplier thereof so the latter can object thereto and uphold its rights. Under no circumstances may the Client pledge or transfer ownership of the Products subject to this retention of title clause as collateral.

Any payment terms granted to the Client are subject to the same retention of title, which the Client accepts in advance.

The Client holds the Products covered by the retention of title free of charge, with such Products remaining the property of the Supplier until full payment of the price.

If the Client fails to pay all or part of the price after a formal notice has gone unanswered, the Supplier may demand the immediate return of the Products, merely by sending a registered letter with acknowledgment of receipt to the Client.

This retention of title clause does not affect the transfer of risk of loss or damage on the date of delivery of the ordered Products.

Unless otherwise provided, the Client will under no circumstances be entitled to sell the Products delivered under retention of title to a third party. If the Client were to be authorized to sell the Product, the outstanding amount will become immediately due in full upon the sale of said Product.

Where applicable, the Client will be required to systematically inform third parties of the Supplier's retention of title. At the Supplier's request, the Client will be required to inform it of the future of the Products delivered under retention of title and, where applicable, the identity of the person to whom the Products have been delivered.

### **ARTICLE 5 – Delivery of the Products**

#### **5.1 – Delivery times**

Subject to the below, the only delivery times enforceable against the Supplier are those indicated in the acknowledgment of receipt of the order. However, and unless otherwise expressly requested by the Client, these delivery times are not strict: Delivery after the deadline will not alone incur the Supplier's liability. Delivery times depend, *inter alia*, on the availability of raw materials and, where applicable, of carriers, as well as the order in which orders are received.

In any event, delivery times only start to run from the latest of the following dates:

- Date of issue of the acknowledgment of receipt of the order by the Supplier;
- Date of receipt of all the materials, components, equipment, tools, special packaging, and technical details to be provided by the Client, where applicable;
- Date of fulfillment of the Client's legal or contractual obligations.

As such, delivery can only take place within the delivery times if the Client has fulfilled its obligations toward the Supplier, for any reason whatsoever. The Supplier will not, therefore, be held liable for any delay or suspension in delivery of the Products that is attributable to the Client.

Last, no late delivery will be attributable to the Supplier in the case of a Force Majeure event as set out in article 17.

#### **5.2 – Definition and terms of delivery**

Delivery within the meaning of this article means the transfer of the Product to the Client or its representative (a carrier, in particular), regardless of the delivery procedure used.

Unless otherwise provided, delivery is considered to have been made at the Supplier's plants or warehouses (Incoterms® 2020 "EXW"). For deliveries in mainland France, notwithstanding the above and unless otherwise provided, transportation costs are paid by the Supplier.

Delivery is carried out within the delivery times and according to the terms in the quotation or, failing that, in the acknowledgment of receipt of the order.

Where applicable, the Client will provide, at the Supplier's first request, all the documents and/or information required to transport the Products to their destination.

Containers, frames, pallets, and all other reusable materials owned by the Supplier must, unless otherwise provided, be returned by the Client in good condition and carriage paid, no later than thirty (30) days from the receipt of the Products. If the materials are not returned, the Supplier will invoice the Client for them.

If such materials belong to the Client, the latter must send them in good condition, no later than a date previously agreed upon with the Supplier, to the location specified by the latter.

At the Client's request, the Products may require special protection. The cost of such will be charged by the Supplier on a case-by-case basis.

Unless explicitly agreed otherwise, if the order contains multiple Products, the Supplier is entitled to make partial deliveries at any time if required due to the availability of the Products ordered.

#### **ARTICLE 6 – Transport of the Products**

Unless otherwise agreed, all transportation, insurance, customs, handling, and on-site delivery operations will be borne entirely by the Client, at its expense, risk, and peril. It is the Client's responsibility to inspect shipments upon arrival and, if necessary, pursue claims against the carriers, even when the shipment is made carriage paid.

When the parties have agreed that the Supplier will itself arrange transportation of the Products, it will do so, and the goods will still be transported at the Client's expense and risk.

The Client acknowledges that, regardless of whether the carrier is selected by the Client or directly by the Supplier, the Supplier is deemed to have fulfilled its delivery obligation upon handing over the ordered Products to said carrier, which accepts them without reservation.

In this case, the Client has no right to pursue any warranty claim against the Supplier in the event of a delivery failure affecting the ordered Products after their handover to the carrier, or for any damage occurring during transport.

By way of exception, the transportation will be organized at the risk and peril of the Supplier only when such transportation is performed by the Supplier directly, in its capacity as carrier.

#### **ARTICLE 7 – Transfer of ownership – Transfer of risk**

As indicated above, the transfer of ownership of the Products to the Client takes place on the day the latter makes full payment of the amount of the order in principal and any additional expenses.

The transfer of the risk of loss and deterioration to the Client will, for its part, take place on the day the Products are handed to the Client directly, or to any third-party carrier (whether chosen by the Supplier or the Client itself, as indicated above), independently of the date of payment of the price.

#### **ARTICLE 8 – Product acceptance**

Any delivery must be accompanied by a delivery slip that the Client, or its representative (third-party carrier, for example), must sign upon receipt of the Products.

The Client or its representative must check the apparent good order of the Products at delivery. In the absence of any express reservations or claims made by the Client or its representative, whether to the carrier (where applicable) or to the Supplier, by registered letter with acknowledgment of receipt within three (3) days of receipt of the Products, under the provisions of article L 133-3 of the French commercial code, the Products will be deemed to conform to the order in both quantity and quality, and no claim may be brought in this respect. Any reservations must be systematically served to the Supplier under the same conditions as indicated above, otherwise they will be unenforceable against the Supplier.

Any claims concerning apparent defects and, subject to the below, non-conformity of the Products made after this deadline will be rejected outright.

The statement "subject to unpacking" has no value and will not be accepted as a valid reservation.

The Client is responsible, prior to the Supplier's confirmation of the order, for defining the technical specifications and requirements that govern, in all respects, the Products to be manufactured, as well as the type and terms of inspections, checks, and testing required for their acceptance. The type and extent of necessary inspections and testing, the applicable standards and severity levels, and any relevant tolerances must be set out in the drawings, technical specifications, and/or any other documentation that must be appended by the Client to the order and expressly accepted by the Supplier. Failing that, only a basic visual and dimensional sample inspection performed in accordance with the Supplier's own standards will be enforceable against it.

It is the Client's responsibility to provide any proof as to the existence of the defects or non-conformities witnessed. It must allow the Supplier free rein to verify the existence of the defects and find a solution. The Client must refrain from intervening itself or requesting the intervention of a third party for this purpose.

Simple visual or minor cosmetic defects will not give rise to a return, unless agreed by the Supplier, and do not, under any circumstances, entitle the Client to any compensation or damages.

In any event, the Client may not return the ordered Products to the Supplier without the Supplier's prior written consent. The Supplier may have the allegedly defective or non-conforming Products inspected before such return. In the event of an unauthorized return of the Products, they will be held at the Client's disposal and will not be processed in any way whatsoever by the Supplier.

No returns will be accepted if the Products are not contained in their original packaging and wrapping.

If a return is authorized, it will be performed (subject to the provisions of article 9, below) at the expense and risk of the Client.

In the event of a Product return, a return slip must be completed by the Client—failing which the return will be deemed inadmissible—indicating the reason for the return, the Product batch number, and the delivery number.

## ARTICLE 9 – Supplier's liability – Warranty

### 9.1 – Type of warranty

Unless expressly agreed otherwise, the Supplier does not design the Products it manufactures. Its role is that of an industrial subcontractor. As such, the Client assumes full liability for the design of the Product, with respect to the desired industrial result. This is particularly true in the case of parts defined by the Supplier, at the request of the Client, based on technical specifications or functional drawings provided by the Client. In addition, it is the Client's responsibility to choose a product that meets its technical requirement and, if necessary, to check with the Supplier that the product is suitable for its planned use.

A separate contract will be drawn up in the case where the Supplier is the Product designer.

Assuming the Client is the designer of the Products, it remains solely responsible for ensuring the Products ordered from the Supplier comply with the applicable regulations in the country where the Products will be used.

In light of the above, the Supplier's obligation is strictly limited to following the Client's specifications stipulated in the order. The Supplier cannot, under any circumstances, be held responsible for any omissions or errors contained in the information provided by the Client.

Unless the Supplier expressly indicates otherwise, no special contractual warranty applies to the Products ordered by the Client. As such, only the statutory warranties, where applicable, will apply hereto.

In this context, it is the Client's responsibility to provide any proof as to the existence of the defects or non-conformities witnessed. To exercise its rights, the Client must notify the Supplier in writing of the existence of any defects within a maximum of fifteen (15) days from their discovery, failing which all related claims shall be forfeited.

In the event of a proven defect or non-conformity, the parties will determine together, in their best interests, the possible corrective actions and the most suitable and cost-effective solution to bring the Products into conformity, which may include:

- Replacing the rejected Products, which will be the subject of a credit note. In this case, the replacement Products will be invoiced at the same price as the replaced Products; or
- Undertaking work to bring them into conformity, with the Supplier taking back the affected Products.

If the Supplier cannot proceed as indicated above, the Supplier will issue the Client a full refund for the affected Products.

The Supplier will cover the cost of bringing the Products into conformity if it carries such work out directly, or must give its express prior agreement (failing which such will be unenforceable) if the Client decides to perform such work or have it performed by a third party, at a lower cost or within a shorter timeframe than that announced by the Supplier.

Products replaced or brought into conformity for the Client by the Supplier must be returned to the Supplier at its expense, with the Supplier reserving the right to choose the carrier. To be enforceable, return costs must be pre-approved by the Supplier which, in the event of a refusal, undertakes to find an alternative return solution in place of the one proposed by the Client.

If the Products are brought into conformity by the Client directly, without the agreement of the Supplier on the principal and the cost of such, the Client forfeits the right to make any claim.

The Supplier must act as quickly as possible and at its own expense on any Products delivered that are duly proven by the Client to be defective or non-conforming. In any event, the Supplier's intervention will be limited to the replacement, repair, or reimbursement of the defective or non-conforming Products.

### 9.2 – Warranty exclusions

No warranty will be granted by the Supplier for defects or non-conformities that are apparent upon delivery or become apparent at a later date (where applicable) that are not raised in line with the above terms and conditions (articles 8 and 9.1). Defects and deterioration caused by inappropriate, unsuitable, or non-compliant use of the Product by the Client or third parties, as well as normal wear and tear, are also excluded from the warranty.

More broadly, the warranty excludes any negligence or fault on the part of the Client (such as Product modifications not planned or specified by the Supplier, damage caused by abnormal storage conditions, incorrect assembly, or failure to follow technical data sheets) and cases of Force Majeure, a non-exhaustive list of which can be found above [*Translator's note: it seems it should be "ci-après" in French so "below" in English*] in article 17.

Last, the Supplier is not liable for defects arising from materials provided by the Client or from a design produced by the Client itself, or by a third party acting on the Client's behalf.

### 9.3 – Extent of the warranty and limitation of liability

In any event, the Supplier's liability can only be incurred, regardless of the legal basis or type of action, if it can be proven that the Supplier committed a fault that directly caused personal, direct, and certain harm to the Client. The parties therefore expressly agree that the following types of damage and/or losses will under no circumstances give rise to compensation, whether or not they were reasonably foreseeable: Loss of profit, loss of revenue, loss of customers, harm to image and/or reputation, and any other indirect damage.

The Supplier's civil liability, for any cause whatsoever—except in cases of willful misconduct, gross negligence, or bodily injury caused by the Supplier—is limited, per order-related incident, to an amount not exceeding the invoiced and collected price of the order in question over the twelve (12) months preceding the damage.

The Client guarantees that its insurers, as well as any third parties with which it has a contractual relationship, waive any right of recourse against the Supplier or its insurers, beyond the limitations and exclusions set forth above.

## ARTICLE 10 – Subcontracting

Unless expressly agreed otherwise, the Supplier is entitled to subcontract all or part of the order and remains responsible to the Client for the provision of the subcontracted Products in terms of quantity, quality, and delivery time.

## ARTICLE 11 – Intellectual property

The Client represents and warrants that it is the holder of all intellectual property rights for the documents and information provided to the Supplier to enable it to manufacture the Products and will alone bear the consequences of any breach of this representation.

The Client indemnifies the Supplier and holds it harmless from any disturbance, claim, dispossession, and, more broadly, any legal action brought against it by a third party on the grounds of an infringement of an intellectual property right over these materials. Consequently, the Client undertakes to pay all reasonable costs and expenses incurred in connection with any legal action or claim based on the breach of the rights of a third party in relation to the materials entrusted to the Supplier, as well as all the financial consequences that may result from any final court decision or from a settlement (whether or not such settlement follows legal action), subject to, in this last case, the prior approval of the party providing the warranty of peaceful possession.

When the Supplier is the Product designer, it retains all industrial and intellectual property rights relating to said Products and to any photos, drawings, models, prototypes, samples, and technical documentation. These materials may not be disclosed or, more broadly, used in any way whatsoever without the Supplier's written authorization.

In such cases, all drawings, studies, descriptions, technical documents, or quotations given to the other party are provided on a loan-for-use basis, solely to evaluate and discuss the Supplier's commercial offer. The other party may not use them for any other purpose. The Supplier retains full ownership of the material and intellectual property rights over the loaned documents. These documents must be returned to the Supplier upon first request. The same applies to any studies proposed by the Supplier to improve the quality or cost price of the Products through an original modification to the specifications. Such modifications, accepted by the Client, do not lead to the transfer of any liability to the Supplier.

Any transfer of intellectual property rights or expertise must be the subject of a contract signed by the Supplier and the Client.

#### **ARTICLE 12 – Unforeseen events**

Without prejudice to the provisions of article 3, under the provisions of article 1195 of the French civil code, if a change in circumstances that was unforeseeable when the contract was signed makes the enforcement of the contract unduly costly for a party that did not agree to assume the risk thereof, the latter can ask the other party to the contract to renegotiate it.

This covers the following events, in particular: Change to the price of raw materials, change to customs fees, change to exchange rates, and updates to legislation.

If the parties successfully renegotiate new terms, they will draw up, without delay, a new order formally setting out the outcome of such renegotiation for the sale of the Products in question.

If, however, the parties fail to reach an agreement within two (2) months, the first party to act may submit a case to the courts to request the revision or termination of the contract.

#### **ARTICLE 13 – Confidentiality**

In the framework of the parties' performance hereof, any information relating to the commercial policy, strategy, business activity of the other party, services, Products, tools, methods and expertise, materials covered by intellectual property, prices and any financial information, any information protected as a trade secret and any information expressly qualified as confidential, received directly or indirectly from one party by the other, must be kept confidential. This general obligation of confidentiality covers any spoken or written information, regardless of type or format (including meeting reports, drawings, data exchanges, business activities, facilities, projects, expertise, products, etc.), exchanged in connection with the preparation and performance of the contract that is the subject hereof.

Under the meaning hereof, the following are not considered confidential information: (a) information that was already in the public domain at the time of its disclosure, or that enters the public domain after its disclosure, provided that, in this last case, this is not the result of a breach of a confidentiality obligation by the party that became aware of the information; (b) information the receiving party can demonstrate it already knew in good faith and without breaching any prior confidentiality obligation before its disclosure under this agreement; (c) information disclosed by a third party after the order and received in good faith, without breach of another confidentiality obligation by the party to which they were disclosed.

The parties hereby undertake to only use any such information or data when strictly necessary for the performance of the order, and not to disclose said information or data to any third party or to any person other than their employees, and only then on a strict need-to-know basis and solely for the proper performance of an order, unless previously authorized in writing by the other party. Affiliate companies, within the meaning of article L 233-3 of the French commercial code, and the parties' suppliers and subcontractors involved in performing the order, will not be considered third parties within the meaning of this paragraph, provided they are bound by confidentiality obligations no less strict than those in this agreement. The receiving party guarantees compliance with these obligations by its staff members, affiliates, suppliers, and subcontractors. The parties undertake to fulfill their obligations under this "Confidentiality" clause throughout their contractual relationship and for three (3) years after its end, and guarantee compliance with this obligation by all their employees and subcontractors, where applicable.

This obligation is, by mutual agreement of the parties, a performance obligation.

If the receiving party is required to disclose any confidential information in its possession under application of a legal or regulatory provision, a court order, or a decision or order of a competent court or administrative authority, the receiving party must notify the disclosing party thereof as soon as possible—unless such disclosure is prohibited or materially impossible. The receiving party must make reasonable efforts, at its own cost, to assist the disclosing party in seeking a protective order or similar remedy with respect to confidential information that must be disclosed.

At the end of the order or upon written request of the disclosing party, for any reason whatsoever, each receiving party undertakes, where applicable, to return all confidential information to the other party and to destroy any copies that may have been made of such confidential information. The receiving party may retain one archived copy of the Confidential Information for evidentiary purposes only.

#### **ARTICLE 14 – Insurance**

Each party declares that it has taken out, and undertakes to maintain, insurance policies with a reputable insurance provider insuring it against the financial consequences of its civil liability in the event of damage it may cause to third parties and/or the other party due to its actions and during the performance hereof.

#### **ARTICLE 15 – Export control**

Each party agrees to refrain from breaching applicable export control laws and regulations, including but not limited to U.S., French, and European laws and regulations. Consequently, neither party may use, transfer, disclose, export, or re-export all or part of the Products, technical data, and/or technology in breach of such laws and regulations. The Client must refrain from incorporating into the Products any elements subject to transfer or export restrictions without the Supplier's prior written consent.

The Client also undertakes to ensure that all export control classification information related to the Products is included in its specifications and/or drawings, and that such information is complete and accurate.

#### ARTICLE 16 – Personal data protection

In the context of its business activities and in accordance with current legislation in France and in Europe, the Supplier undertakes to ensure the protection, confidentiality, and security of Clients' personal data, as well as the personal data of the Client's managers and/or employees, with which the Supplier and its personnel interact, in accordance with the provisions of French data protection law No. 78-17 of January 6, 1978, amended by law No. 2004-801 of August 6, 2004 on the protection of natural persons with regard to the processing of personal data, and Regulation (EU) No. 2016/679 effective May 25, 2018.

The Supplier undertakes to comply with the applicable personal data protection regulations, and in particular: To use personal data solely to fulfil the order, to the exclusion of any other use; to implement all necessary security measures to protect such data; to ensure that the transfer of any data outside the European Union is compliant (with such transfer requiring the Client's prior written agreement); to delete such data at the end of the retention period agreed by the parties—set at five (5) years—or any other shorter statutory period; and to grant any requests from data subjects. Furthermore, the Supplier undertakes to inform the Client of any data breaches affecting the processing of its data.

The Client has the right to access and to rectify its data at any time by contacting the Supplier. It can exercise its rights at any time at the below address: DELEM DECOLLETAGE, 325 Route des Cologes – 74300 MAGLAND, France, or by sending an email to the following address: [contact@delem-decolletage.com](mailto:contact@delem-decolletage.com)

#### ARTICLE 17 – FORCE MAJEURE

For the purposes hereof, and in accordance with article 1218, paragraph 1 of the French civil code, a "Force Majeure" event is an event beyond the control of a party, which could not reasonably have been foreseen at the time of agreeing to these T&Cs, the effects of which cannot be avoided by appropriate measures, and which prevents one of the parties from performing its obligations. The following are considered Force Majeure events: Natural disasters, fires, war, accidents, floods, conflict, attacks, pandemics and/or health crises such as Covid-19 resulting in administrative restrictions, strikes affecting the Supplier or the Client, or affecting carriers, postal services or public services, binding orders from public authorities (including import bans or embargoes), operational incidents, breakdown of machinery, and explosions.

Neither party can be held liable for a failure to perform one of its obligations hereunder if such failure is the result of a Force Majeure event—provided, however, that the affected party notifies the other party of the Force Majeure event as soon as possible, and no later than ten (10) calendar days after its occurrence, and that it informs the other party of the consequences, takes all appropriate measures to limit any adverse consequences, and resumes performance of the order immediately once the Force Majeure event has ended.

The performance of the obligation of the party affected by a Force Majeure event will be suspended throughout the entire duration of the Force Majeure event, provided such event is temporary and does not exceed thirty (30) calendar days. Consequently, once the cause of the Force Majeure event has been extinguished, the parties will make every effort to resume the normal performance of their contractual obligations as quickly as possible. As such, the party whose obligation was suspended must notify the other party of the resumption of its obligation using any method of its choice that provides evidence of such notification. If the event is permanent or exceeds forty-five (45) calendar days, the parties must consult with each other in good faith within five (5) business days of the end of the forty-five (45) calendar-day period to determine whether the order should continue or be terminated. If the Force Majeure event continues for more than sixty (60) days, either party may terminate the order automatically, without notice or further formalities, by simply informing the other party by any means of the situation. In this case, the Supplier undertakes to promptly refund any amounts paid to it by the Client in relation to all or part of the unfulfilled order.

#### ARTICLE 18 – DISPUTES

FOR ANY DISPUTE BETWEEN THE PARTIES WITH A DIRECT OR INDIRECT LINK TO THE CONTRACT, THE PARTIES WILL ATTEMPT TO REACH AN AGREEMENT OUT OF COURT BEFORE TAKING ANY LEGAL ACTION AND WILL, TO THIS EFFECT, SEND EACH OTHER ALL THE REQUIRED INFORMATION.

IF THEY HAVE NOT REACHED AN AGREEMENT OUT OF COURT WITHIN TWO (2) MONTHS, THE TRIBUNAL DE COMMERCE [COMMERCIAL COURT] OF ANNECY, FRANCE, WILL HAVE SOLE JURISDICTION TO RESOLVE ANY DISPUTES ARISING FROM THESE GENERAL TERMS AND CONDITIONS OF SALE, IN RESPECT OF THEIR VALIDITY, INTERPRETATION, PERFORMANCE, TERMINATION, OR ANY CONSEQUENCES OR RELATED MATTERS.

THIS CLAUSE APPLIES EVEN IN THE EVENT OF URGENT PROCEEDINGS, INTERLOCUTORY PROCEEDINGS, MULTIPLE DEFENDANTS, OR THE INTRODUCTION OF THIRD PARTIES.

#### ARTICLE 18 [Translator's note: 19?] – APPLICABLE LAW

BY EXPRESS AGREEMENT BETWEEN THE PARTIES, THESE GENERAL TERMS AND CONDITIONS OF SALE AND ANY RESULTING SALES AND PURCHASING OPERATIONS ARE GOVERNED, IN TERMS OF THEIR VALIDITY, INTERPRETATION, AND PERFORMANCE, BY FRENCH LAW, TO THE EXCLUSION OF THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS ADOPTED ON APRIL 11, 1980.

THESE GENERAL TERMS AND CONDITIONS OF SALE WERE ORIGINALLY WRITTEN IN FRENCH. IF THEY ARE TRANSLATED INTO ONE OR MORE LANGUAGES, ONLY THE FRENCH TEXT WILL BE LEGALLY BINDING IN THE EVENT OF A DISPUTE.