

# General Terms and Conditions of Sales and Delivery of CATENSYS FRANCE

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## I. SCOPE OF THESE GENERAL CONDITIONS OF SALE AND DELIVERY

1. These General Terms and Conditions of Sales and Delivery (“GTCSD”) apply to all our business relationships between Catensys France (“Seller”, “we” or “us”) and our customers which are legal entities or who are individuals acting in the context of their commercial, industrial or agricultural activity or activity in the liberal professions or as a craftsperson (*activité commerciale, industrielle, artisanale, libérale ou agricole*) (“Customers”). They apply to contracts for the sale and/or delivery of movable goods, regardless of whether we manufacture them ourselves or purchase them from a third party supplier or subcontractor, and for any services related thereto.
2. Our GTCSD shall govern the relationship and any present or future contract between the Seller and the Customer. Any conflicting, deviating or supplementary terms and conditions of the Customer contained in any document in any form whatsoever, whether or not we are aware thereof or refer thereto, shall not apply.
3. In the event that these GTCSD are amended we shall inform the Customer and such amended GTCSD shall henceforth apply to the parties’ relationship.

## II. CONTRACT FORMATION / WRITING OR TEXT FORM / REPRESENTATION

1. Seller’s offers are subject to change and are non-binding unless they are expressly described in writing as binding or set out in writing a specific acceptance period.
2. The order by the Customer is deemed to be a legally binding offer to conclude a contract. Our acceptance shall be made by written declaration (e.g. by our order confirmation or our notice of readiness for dispatch/collection) or by delivery of the goods. The text of the declaration shall be decisive for the content of the contract. Any communication by the Customer to us after contract formation will have legal effect, if any, only if in written form.
3. No oral exchanges have any contractual value. Contracts to which these GTCSD apply supersede any prior agreement inconsistent therewith concerning the subject matter thereof.
4. Specific written terms stipulated by us shall take precedence over these GTCSD.
5. Legally binding declarations on behalf of the Seller can be made only jointly by two authorized representatives thereof, in accordance with applicable delegation-of-authority rules.

## III. INTELLECTUAL PROPERTY RIGHTS / RESERVATION OF RIGHTS / NON-DISCLOSURE / CONFIDENTIALITY

1. We do not grant any rights or licenses to our intellectual property (including but not limited to patents, trademarks, know-how and software). We reserve all property rights, copyright and industrial property rights to all documents, materials and other items (e.g. offers, catalogues, price lists, cost estimates, plans, drawings, illustrations, calculations, product descriptions and specifications, samples, models and other physical and/or electronic documents, information and software) communicated to the Customer. The Customer shall not communicate or make available to third parties the aforementioned items or the content thereof, or exploit, reproduce or modify

them or such content, without our prior written confirmation, except as required by law (in which case the Customer shall give us prompt prior written notice). Such items and their content shall be used exclusively for the contractual purposes. Such items and all copies (including electronic copies) shall at our request (or, if earlier, when no longer required in the ordinary course of business) be returned to us in full and destroyed or deleted. At our request, the Customer shall confirm to us the completeness of the return and destruction/deletion.

2. Confidential information exchanged between the parties in the course of the performance of the contract shall be used by the receiving party only for the purpose of, and during, such performance and not for any other purpose or subsequent to such performance, without the express written permission of the other party. This obligation does not apply to information which was already legitimately known to the receiving party upon receipt without an obligation to maintain confidentiality or which subsequently legitimately becomes known without an obligation to maintain confidentiality or which - without a breach of contract by one of the parties - is or becomes generally known. "Confidential Information" within the meaning of this clause III 2. shall mean all information (whether or not in documentary form) which either has been appropriately marked as "confidential" by the disclosing party or which by its nature is readily recognizable as confidential (in particular business and trade secrets of the disclosing party). The confidentiality stipulated in this clause III 2 does not restrict the right of the parties to disclose confidential information to authorities or courts to the extent legally necessary as determined by official or judicial order not subject to appeal or challenge. Each party remains entitled to disclose confidential information of the other party to its own legal advisors bound to professional secrecy and, if applicable, to the courts competent in case of a dispute related to the contract or these GTCSD. In all cases of disclosure of confidential information to third parties permitted under this Clause III 2, the party disclosing to the third party shall be obliged - to the extent legally permissible - to inform the other party without undue delay and, if possible, in advance of the disclosure of the intended disclosure and to limit the disclosure to only items required to be disclosed.

#### **IV. PRICES / PROCESSING SURCHARGES / DELIVERY MODALITIES**

1. All deliveries shall be "Free Carrier - FCA (Incoterms 2020)" (referring in each case to the warehouse from which we deliver), unless otherwise agreed in writing between the parties.
2. If agreed in writing with the Customer, we shall ship the goods to the destination specified by the Customer, with packaging at the Customer's expense. The risk of accidental loss and accidental deterioration of the goods shall pass to the Customer when the goods are handed over to the forwarding agent, carrier or other transport, whether or not there are partial deliveries or supply of other services (e.g. the said dispatch or transport or assembly).
3. The risk of accidental loss and accidental deterioration of the goods shall also pass to the Customer if it is in default of acceptance.
4. If shipment by us has been agreed, we are entitled to determine the type of shipment (in particular the transport company and the route) and the packaging (material and type) at our discretion.
5. Pallets, containers and other reusable packaging remain our property and are to be returned by the Customer to our delivery point without delay and at its expense. Non-returnable packaging will be charged at cost price and will not be taken back.

6. Unless otherwise stated by us, all prices are net prices and are to be paid along with legally owed value added tax. Cost of any insurance, transport, packaging and express services as well as any other taxes and duties shall be borne by the Customer, unless otherwise agreed in writing.
7. In the case of deliveries to EU member states ("intra-Community deliveries of goods"), the Customer shall immediately cooperate in a suitable manner in providing evidence thereof. In particular, we may require a dated and signed confirmation of the intra-Community delivery of goods with at least the following content: name and address of the recipient of the goods, quantity and customary description of the goods as well as place and date of receipt of the goods. If the Customer fails to comply with this duty to cooperate, it shall be liable for the resulting costs and damage, in particular for any value added tax incurred by us.

## **V. EXPORT CONTROL**

1. With regard to our products, the Customer shall comply with the applicable export control and sanction regulations and laws of the European Union (EU), the United States of America (US/USA) and any other applicable jurisdictions ("export control regulations"). The Customer shall inform us in advance and provide us with all information (including end-use) necessary for us to comply with export control regulations, in particular if products are ordered for use in connection with
  - a) any country or territory, person or entity subject to restrictions or prohibitions under export control regulations; or
  - b) the design, development, production or use of military or nuclear goods, chemical or biological weapons, missiles, space or aircraft applications and delivery systems therefor.
2. The fulfilment of the contractual obligations by us is subject to the proviso that the applicable export control regulations do not conflict therewith. Should this be the case, we shall be entitled to refuse or withhold performance of the contract to the legally required extent without any liability towards the Customer.

## **VI. DELIVERY PERIODS / DELAY / FORCE MAJEURE / CALL-OFF ORDERS / PARTIAL DELIVERIES**

1. Any delivery times/dates for supply of goods and services ("delivery periods") are always only approximate unless a fixed delivery period has been expressly agreed in writing. Delivery periods are calculated from the date of our order confirmation or, in the case of delivery against advance payment, from receipt of payment, or if later from the date of final agreement on the issues to be clarified, before the start of production. Delivery periods are always subject to Seller being supplied with the necessary material in good time (such as a congruent covering transaction with the respective upstream supplier) and, in the event of a delay in such supply, the delivery dates are automatically extended by the duration of this delay plus a reasonable mobilization period.
2. We shall not be liable for the impossibility or delay of our performance insofar as these circumstances are due to force majeure or other events unforeseeable at the time of the conclusion of the contract for which we are not responsible (e.g. disruptions of operations of any kind, fire, natural disasters, weather, floods, war, insurrection, terrorism, transport delays, strikes, lockouts or curfews, shortages of labor, energy or raw materials, epidemics, pandemics, delays in obtaining any necessary official permits, official/governmental measures or prohibitions such as sanctions, embargoes, or other export control regulations, unforeseen increase in the risk that the performance of any obligations under this contract and/or individual contracts will or could lead to the imposition of penalties or sanctions such as secondary sanctions) or our failure to receive a correct or timely delivery from one of our upstream suppliers. In any such circumstances the

parties shall provide each other with relevant information without delay and adjust the contractual obligations in good faith in accordance with the changed circumstances.

3. If we are unable to deliver within three (3) months after the initially promised delivery period due to non-delivery to us, force majeure, breach of contract by the Customer or any other reason, we shall be entitled to withdraw from the contract in whole or in part to the extent of the performance affected by the delay; in such case we shall immediately refund any consideration already paid by the Customer and inform the Customer without delay of the non-availability of our performance.
4. Insofar as it has been agreed with the Customer that a firmly agreed delivery quantity is to be delivered within a fixed period of time ("closing period") and that the Customer is entitled to determine the delivery dates of portions of that quantity, each such date shall be notified to us in writing at the latest twelve (12) weeks in advance. After expiry of the closing period, we may deliver, and invoice the Customer for, the quantity for which delivery dates were not yet specified.
5. We are entitled to render partial services if (a) a partial service is usable for the Customer within the scope of the contractual intended purpose, (b) the remaining services can be provided thereafter and (c) the Customer does not incur any significant additional expense as a result of the partial service.

## **VII. PAYMENTS**

1. Payments shall be made, without deduction, to the account indicated by us, within 30 days of issuance date of the invoice. We are entitled at any time to make a delivery in whole or in part only against advance payment, if a corresponding reservation has been made at the latest with the order confirmation.
2. Without prejudice to any other right or remedy we may have, if the Customer fails to pay any amount when due all other amounts payable by the Customer shall become due immediately and Customer shall be liable, without prior notice, for (i) late payment interest payable beginning on the day following the date of payment shown on the invoice, at the then-current refinancing rate of the European Central Bank plus ten points (10%) (but at a minimum three times the legal interest rate) and (ii) the payment at Seller's demand of all collection costs (but at a minimum €40).
3. The Customer shall only be entitled to set off and/or withhold payment of any amount due to us such as a claim to which we are entitled under the contract ("main claim") to the extent that (a) its counterclaim is either undisputed and considered as such by us, (b) its claim has been finally determined in a court decision which has become final without possibility of appeal or (c) its claim complies with the conditions of legal set-off (*compensation légale*) under French law
4. The Seller is entitled to assign to third parties amounts payable by the Customer ("Receivables"). The Customer shall bear all fees, costs and expenses incurred by the Seller (or any third party to which we have assigned a Receivable) from or in connection with any successful collection procedure against the Customer.

## **VIII. RESERVATION OF TITLE**

1. The Seller retains ownership of the goods sold until full payment of the price and other amounts payable for services or otherwise in relation to the goods.
2. Failure to pay amounts when due will result, upon simple notice by the Seller, in its right to repossess the goods, along with its right to damages arising from non-payment or other breach by the Customer and/or to suspend the execution of any other order.

3. Seller may exercise its rights under this Clause VIII, in respect of any Receivable, on all the goods in the Customer's possession supplied by the Supplier including but not limited to goods meeting the same specifications (all such goods to be considered those for which payment is in default), or in the event of resale thereof to recover the price received by the Customer therefor.
4. In case of transformation of the goods sold to the Customer or incorporation of these goods into other products, the Seller may exercise its right of retention on the transformed goods and/or on the products into which the goods are incorporated or, in case of resale of the transformed goods or the products into which the goods are incorporated, on the resale price by whomever held.
5. The Customer shall not remove the packaging and labels appearing on the goods in its possession but not paid in full. In the event of damage to the goods reclaimed by the Seller, it shall be indemnified by the Customer for the costs of repairing the damaged goods or the diminution in their value.
6. All costs relating to the return of the goods shall be borne by the Customer and shall be added to the amount of the Seller's claim.
7. After returning or taking back the goods, Seller may resell them. The revenue from this sale will be deducted from the outstanding amounts owed by the Customer, including the cost associated with the return of the goods. The value of the goods taken back within the meaning of Article 2371 of the French Civil Code shall be determined by reference to the net resale price, excluding tax. If this price exceeds the amount of the sums still owed by the Customer, the Seller shall refund a sum equal to the difference.
8. Without prejudice to the foregoing, as provided in clauses IV 2 and IV 3, upon delivery of the goods the Customer assumes the risk of loss and/or deterioration thereof as well as responsibility for any damage the goods may cause.

## **IX. WARRANTY**

1. The rights of the Customer under applicable law in the event of material defects and defects of title shall apply subject to these GTCD.
2. Unless expressly otherwise agreed in writing, (a) the legal requirements applicable to our products and services shall be only those applicable in France and (b) the Customer alone shall be responsible for the integration of the products into the technical, structural and organizational conditions existing on its premises (system integration responsibility of the Customer). Wear and tear and damage to the goods typical of use and age do not constitute material defects.
3. The Customer has the obligation to inspect delivered goods immediately after delivery to it or to the third party designated by it and to notify any defects immediately. Any notification of defects must be sent at the latest within seven (7) working days after delivery or, in the case of a hidden defect within the meaning of article 1641 et seq. of the French Civil code, within the time period provided therein. If the Customer fails to make a proper and timely inspection and/or notification of defects, our warranty obligation and other liability for the defect concerned shall be excluded, unless we have fraudulently concealed the defect.
4. At our request, rejected goods must first be returned to us immediately at the Customer's expense. In the event of a justified complaint, we shall reimburse the Customer for the costs of the most favorable shipping route, excluding additional costs resulting from the goods being located at a place other than the place of intended use.

5. To the extent that the Customer has a valid claim against us due to the defects of goods, we shall, in our reasonable discretion, remedy the defects free of charge or deliver defect-free goods free of charge (together hereinafter referred to as "subsequent performance"). The Customer must give us the reasonable time and opportunity to carry out the subsequent performance that we deem necessary in our reasonable discretion. We retain the right to refuse subsequent performance as allowed by applicable law.
6. Claims for defects not precluded earlier under these GTCSD shall become time-barred 24 months after delivery of the goods.

#### **X. LIABILITY**

1. Unless otherwise stated in these GTCSD, we shall be liable for the breach of contractual and non-contractual obligations as provided by applicable law.
2. We are not liable for damages and expenses of the Customer caused by actions or inactions of us or our company bodies, representatives, employees, agents, subcontractors, vicarious agents or assistants, other than breach of contractual obligations the fulfilment of which is a prerequisite for the proper performance of the contract and on the fulfilment of which the Customer may therefore rely ("material obligations"). In the event of breach of obligations other than material obligations, our liability shall be limited to the direct and tangible damage and expenses typical for the contract and foreseeable at the time of conclusion of the contract.
3. In any case, we shall not be liable for unforeseeable damages (*dommage imprévisible*), indirect damages (*dommage indirect*), intangible damage (*dommage immatériel*, such as, but not limited to, loss of profit, loss of business, loss of opportunity to make profit or conduct business, increase in overhead or decrease in anticipated savings, even if these were foreseeable) or third party claims unforeseeable to us or expenses resulting from actions by us or by our company bodies, representatives, employees, agents, subcontractors, agents or persons employed in the performance of our obligations. Our liability is also excluded for damages caused by goods or services of any kind that the Customer does not use primarily for use or consumption, in accordance with Article 1245-14 of the Civil Code. In any event, our aggregate liability is limited to two times the price of the products or services from which the liability arises.
4. Contractual penalties and liquidated damages owed by the Customer to third parties in connection with goods delivered by us may be claimed by the Customer as damages only to the extent expressly agreed by us in writing.
5. The above exclusions or limitations of liability pursuant to this Clause X shall not apply to any claims for injury to life, limb or health. In addition, the above exclusions and limitations of liability shall not apply to claims for damages and claims for reimbursement of expenses due to defects if we have fraudulently concealed the defect or have breached a quality guarantee we have given.
6. The exclusions and limitations of liability under this Clause X shall also apply mutatis mutandis to any claims of the Customer directly against our company bodies, representatives, employees, agents, subcontractors, vicarious agents and persons employed in the performance of our obligations.
7. Unless expressly agreed otherwise in writing, no third parties shall have any rights arising from our contracts with the Customer.
8. The Customer is obliged to notify us immediately in writing of any damage or loss for which it claims that we are liable or to have it recorded by us. Failing to do so further a period of one (1)

year from the event giving rise to the liability claim, any action brought by the Customer shall be time-barred, unless otherwise provided by mandatory provisions of law.

#### **XI. WARRANTY / PROCUREMENT RISK**

1. We do not assume any guarantees or risk as to the procurement except as expressly set out in writing.
2. Statements in our catalogues, printed matter, advertising literature and other general information do not at any time constitute guarantees as to specifications or availability of goods.

#### **XII. DUTY TO NOTIFY IN THE CASE OF PRODUCT SAFETY MEASURES**

In the event that measures under product safety law are taken at or against the Customer or in respect of its facilities or products in connection with our products (e.g. official measures of market surveillance, such as the ordering of a withdrawal or a recall) or that the Customer intends to take such measures itself (e.g. notifications to market surveillance authorities), it shall inform us immediately in writing and allow us at our option to obtain all relevant details and to consult with the Customer with respect thereto.

#### **XIII. OTHER - GOVERNING LAW AND JURISDICTION**

1. The place of performance for deliveries is the place or warehouse from which we deliver.
2. The contractual relationship governed by these GTCSD shall be governed by the laws of France. The applicability of the UN Convention Contracts for the International Sale of Goods (CISG) is expressly excluded.
3. The exclusive place of jurisdiction for all disputes, irrespective of their local or international nature, arising from or in connection with the business relationship between us and the Customer under these GTCSD is the competent courts under the jurisdiction of the Court of Appeal of Paris. However, we are also entitled to sue the Customer at his registered office or at the place of performance or delivery of services or goods.
4. If any provisions of these GTCSD are or become void or ineffective in whole or in part, this shall not affect the validity of the remaining provisions. Insofar as provisions are void or are ineffective, the parties shall replace them with effective ones that reflect as closely as possible the economic intention of the clause being replaced.
5. We store personal data and process them in connection with business transactions in compliance with applicable law, and the Customer is deemed to consent to such storage and processing.