

## GENERAL SALES TERMS AND CONDITIONS

### **ARTICLE 1 – General Provisions**

The current General Sales Terms and Conditions constitute in compliance with the provisions set forth in article L 441-6 of the Commercial Code the unique base of the business relationship between the Parties.

They shall remain applicable throughout the civil year 2019, and failing any later amendment, throughout the following civil years, if applicable.

The purpose of these Terms and Conditions consists in defining the conditions according to which **IVALTECH** (hereinafter referred to as the "Supplier") provides corporate customers (hereinafter referred to as the "Customer" or the "Customers") upon their request with any and all precision-turned and machined parts based on the drawings provided by the Customer (hereinafter referred to as the "Product" or the "Products").

In compliance with the regulation in force, they shall systematically be forwarded or handed over to each potential and/or established Customer, in order to enable him to analyse the business conditions of the Supplier, and to award a contract, where applicable. They are intended for all sales performed by the Supplier in relation to the Products. They shall further be applicable throughout the term of the business relationship within the scope of the so-called "open" purchase orders.

Consequently, any and all Product orders awarded after the receipt of the current Sales Terms and Conditions by the Customer shall be subject to their automatic application.

Unless otherwise specified between the Parties, all stipulations of the current Terms and Conditions prevail over the general purchasing conditions. No particular conditions laid down by the Customer shall, except express acceptance, prevail over the Supplier's general Terms and Conditions of Sales, regardless of when they may have been brought to his knowledge.

In compliance with the regulation in force, the Supplier reserves the right to derogate from certain clauses of the current General Sales Terms and Conditions depending on the negotiations conducted with the Customer by issuing particular conditions of sales.

Any derogation from the current General Sales Terms and Conditions shall be subject to formal and written acceptance by the Supplier. Written acceptance means any document issued as a hardcopy, softcopy or by fax.

Should the Supplier fail to implement one of the current General Terms and Conditions of Sales at a given time, this should in no case be construed as a waiver of implementing any such terms and conditions on a later date.

The invalidity of one or several provisions of the current Terms and Conditions shall not impair the validity of the other provisions. If applicable, the Parties shall come together to find alternative stipulations, in order to replace the irregular stipulations.

### **ARTICLE 2 - Orders**

#### **2.1 - General Provisions**

Orders will be perfected only upon the issuance of an offer describing the order concerned by the Supplier and its formal acceptance by the Customer. Any and all orders placed by the Customer after said offer shall be deemed to be fully and expressly accepted.

Unless otherwise agreed, offers remain valid for a period of two months. Beyond this deadline, the Supplier reserves the right to either maintain

his offer or to propose an updated amendment, or to reformulate his offer.

If the order concerns recurrent Products, it will be perfected after express acceptance in writing by the Supplier only. Said acceptance shall be considered by any means chosen by the Supplier, more particularly by simple exchange of electronic mails.

When awarding a contract, the Customer shall undertake to detail where applicable the references of the Products and the number of Products ordered, and more generally to provide the Supplier with any document, such as drawings, studies, descriptions, if applicable and insofar as such have not been previously provided, in order to enable the Supplier to proceed with the manufacturing of the ordered parts.

#### **2.2 - Case of down payments**

In the event of particularly significant orders both in quantity and value, the Supplier reserves the possibility to demand the down payment of thirty (30) % (all taxes included, of the VAT inclusive amount of the total order) on the order award, or several down payments broken down over the manufacturing period in case of orders requiring long-term manufacturing deadlines. Where appropriate, the information about said down payment or down payments shall be provided to the Customer by the Supplier on the date of the order award. In such a case, the order shall be considered as definitely accepted only after the payment and full cashing in of the first down payment.

#### **2.3 - Consequences of an order award with regard to the current General Sales Terms and Conditions – *intuitu personae***

The performance of the order shall mean for the Customer in addition to the aforementioned acceptance of the Sales Terms and Conditions his recognition of having full knowledge thereof.

Moreover, it is explicitly stated here that each contract being entered into *intuitu personae* with the Customer, the order acceptance by the Supplier being linked to the identity of the latter, the Customer undertakes to abstain from surrendering or transferring in any manner whatsoever (and more particularly in the form of a transfer or lease contract of his intangible business assets, a capital contribution, or if applicable, a transfer of securities or a change in the control of the Customer's company) the resulting rights and duties without the prior express and written consent of the Supplier, who, failing this, will be entitled in such a case and without giving prior notice to declare forfeiture and consequently claim the immediate payability of all outstanding amounts due in any respect whatsoever.

#### **2.4 - Cancellation - Modification of the order by the Customer**

Where appropriate, the aforementioned initial down payment shall in no way be qualified as earnest money. Therefore, in the event of an order cancellation by the Customer, provided said order has been accepted by the Supplier, the down payment, which may have been made on the date of the contract award, shall be rightfully acquired by the Supplier without prejudice to any damages as specified below, and shall not give rise to any refunding whatsoever. Consequently, the Customer undertakes to indemnify the Supplier in addition to the retention of the aforementioned down payment for all expenses incurred (more particularly specific equipment, engineering costs, labour and procurement costs, tooling), and more generally, for all direct and indirect consequences arising from said cancellation.

Orders being final and irrevocable, any request for change by the Customer shall be subject to the Supplier's acceptance. Requests for changes shall replace the initial order only upon full acceptance of a

specific quotation and a possible price adjustment by the Customer, if applicable.

### **2.5 - Impact of the modification of an order on the stock**

As part of his usual sales relationships with specific Customers, the Supplier may set up a stock (such as material, specific tools, pending orders, finished products) depending on the needs of said Customers and in their interests, either at the specific request of the Customers or defined for the purposes of meeting the forecasts announced by them.

Any change or interruption of the contract by the Customer impairing destocking under the initially defined conditions will be considered as a cancellation of the order by the Customer and dealt with under the aforementioned conditions.

Therefore, any hindrance to destocking caused by the Customer, provided in the latter case that the stocks concerned have been reasonably set up by the Supplier, shall entitle the latter to take any action of his choice for the purposes of obtaining damages related to the prejudice suffered accordingly.

### **2.6 - Case of the so-called "open" orders**

In the specific case of the so-called "open" orders, they shall meet the conditions below:

- Be limited over time,
- Define the characteristics and the price of the Products in detail during the full term of the contractual relationship,
- The minimum and maximum quantities and scheduled deadlines of fulfilment,
- Indicative terms of delivery.

Any and all adjustments made by the Customer to the scheduled estimations of the total open order, and by that leading to a deviation of more than 10% above or below the amount of said estimations will be considered as a modification to the order and therefore require the agreement of the Supplier. Should the case arise, the Parties shall come together to find a solution for the consequences of said deviation likely to impact on the contractual balance to the detriment of the Supplier.

In the event of an upward adjustment, the Supplier shall do his best to meet the Customer's requirements regarding the quantities and deadlines in keeping with his capacities (production, shipment, sub-contracting, human, financial resources, etc.). Under no circumstances shall the Supplier be held liable in any manner whatsoever, if the newly requested conditions were not met, considering that they were not likely to be scheduled or even envisaged from the very beginning.

### **ARTICLE 3 – Rates**

The prices of the Products and extra charges, where applicable (shipping costs, customs duties ...) shall be specified in the quotation previously issued by the Supplier and accepted by the Customer as set forth in article 2 above.

Unless otherwise agreed upon between the Parties in this respect, the indicated rates are firm and non-revisable and are to be understood in Euro, net, plus VAT.

The Supplier reserves the right to change his prices at any time without giving prior notice by simple written notification to the Customer, namely to take into account raw material price fluctuations or increased fixed costs. In any case, any and all price reviews under these conditions may be justified only in the event of additional costs beyond the control of the Supplier. To this end, and more particularly any event beyond the control of the Parties, which would lead to an increase of the VAT inclusive price of the order between the date of its fulfilment and its term of payment (increased fiscal and parafiscal taxes) shall be rightfully

enforceable against the Customer and taken into account for the issuance of the final invoice without being considered as a unilateral amendment of the contract. The price review on these bases shall in no way entitle the Customer to cancel the order done.

The Customer shall be deemed to have tacitly accepted the new prices when placing orders after having been notified of the new prices.

### **ARTICLE 4 – Payment**

#### **4.1 – Payment deadlines**

Unless otherwise agreed upon between the Parties in this respect and subject to the down payment or down payments, which may have been previously made as specified in (article 2) above, the price shall be payable not later than thirty (30) days following the date of issuance of the invoice, which is handed out to the Customer on the day of delivery of the Products.

The contractually defined terms of payment cannot be questioned unilaterally by the Customer for whatever subterfuge, including in the event of a dispute.

The payment made by the Customer shall be considered to be definitely made after the actual cashing in of the amounts due only.

#### **4.2 – Terms of payment**

The price shall be payable by bank transfer (SWIFT or SEPA) only, with the exception of any other means of payment.

#### **4.3 – Delayed payment**

Any and all amounts, which have not been paid on due date will give rise to the payment of penalties by the Customer without prior notice as of the day following the date of payment mentioned on the invoice corresponding to the legal interest rate increased by ten (10) points of the VAT inclusive price specified on said invoice.

In compliance with the provisions of articles L 441-6 of the Code of Commerce and D. 441-5 of same Code, any payment delay shall lead for the Customer to the payment of a lump sum compensation of 40 Euro for collecting charges. An additional indemnity may be claimed against receipt, if the collecting charges claimed for are higher than the amount of the lump sum compensation. More particularly, the Customer will have to reimburse all costs incurred by the litigious collection of the amounts due, including legal fees. This is without prejudice to any other compensation which may be claimed.

Should the case arise, the Supplier reserves the right to suspend or to cancel the delivery of the Products ordered by the Customer, and more generally, to suspend the fulfilment of his obligations versus the Customer, and to cancel any possible discounts granted to the latter without prejudice to any other course of action, namely in compliance with the provisions set forth in article 1219 of the Civil Code. This applies to the litigious order but also to any other pending order with the defaulting Customer. The stay of execution will be enforced immediately upon receipt of the notice of default by the Customer, which will have been sent to him by the Supplier in this respect, specifying the intention to plead the defence of failure as long as the Customer has not remedied the stated failure, notified by registered mail with acknowledgement of receipt or any other durable written support providing evidence of the dispatch.

Said defence of failure may further be used preventively in compliance with the provisions of article 1220 of the Civil Code, if the Customer obviously won't fulfil the obligations incumbent on him in due time and if the consequences of this non-fulfilment are sufficiently serious for the

Supplier. The stay of execution will be enforced immediately upon receipt of the notice of intention to preventively plead the defence of failure by the Customer until the latter fulfils the obligation for which a possible failure becomes obvious, notified by registered mail with acknowledgement of receipt or any other durable written support providing evidence of the dispatch.

In this way, and more particularly if the Customer's situation changing for worse were stated by a financial institute or certified by a significant default of payment, or if the financial situation of the Customer differed from the data made available prior to the order award, the delivery would take place against immediate payment only.

In case of a default of payment, forty-eight hours after formal notice remained unsuccessful, the sale will be cancelled rightfully at the discretion of the Supplier, who, where appropriate, may ask for the restitution of the Products which are to be returned in perfect merchantable condition without prejudice to any other damages. The cancellation will not only strike the order concerned, but also all previously unpaid orders, whether being delivered or in the process of delivery and their payment being overdue or not. Should the case arise and in addition to the foregoing, any and all amounts paid to the Supplier under the terms of a down payment shall be considered to be definitely acquired by the latter and no refunding in this respect shall be due.

In all aforementioned cases, the outstanding amounts for other deliveries or for any other reason shall immediately become payable, if the Supplier abstains from cancelling the corresponding orders.

#### **4.4 – Ownership Clause**

Should the payment not have been made, the transfer of ownership of said Products, despite their delivery under the conditions below (article 5), shall be subject to the full payment of the total price of the order, principal and other charges, by the Customer to the Supplier.

In the meantime, in case of a seizure or any other intervention of a third party with regard to the conditional Products, the Customer undertakes to immediately inform the Supplier, in order to enable him to oppose against and to preserve his rights. In any case shall the Customer abstain from pledging or relinquishing for collateral purposes the ownership of the Products burdened with the current ownership clause.

The payment deadlines, which might be granted to the Customer, shall mandatorily be bound to the same ownership clause, what is to be accepted by the Customer in advance.

The Customer undertakes to conserve the conditional Products free of charge, considering that they belong to the Supplier, until the full payment of the price.

Failing to pay the price in full or partly after formal notice remained unsuccessful, the Supplier shall be entitled to demand the restitution of the Products without any further delay by simple registered mail with acknowledgement of receipt sent to the Customer.

The current ownership clause shall not preclude the transfer of the risks of loss and deterioration as of the day of delivery of the ordered Products.

Unless otherwise specified, the Customer shall in any case abstain from selling the Products conditionally delivered to him to third parties. Should the Customer be granted the right to sell his Product, the debt of the latter would then become immediately and fully payable as of the sale of said Product.

Where appropriate, the Customer shall undertake to inform the third parties of the Supplier's ownership clause. At the Supplier's request, the Customer undertakes to inform him about the future purpose of the

conditionally delivered Products and, if applicable, about the identity of the person said Products have been handed out to.

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

### **5.1 – Delivery Deadlines**

The delivery deadlines shall be specified as precisely as possible, but none of them shall be strictly binding, unless otherwise and explicitly agreed upon, and consequently shall not be binding on the Supplier, subject to the provisions below. The deadlines namely depend on the availability of the raw materials and where appropriate, on the availability of the shipping companies and the order of priority of the orders.

Overdue delivery deadlines below ten (10) working days shall neither give rise to damages nor to the cancellation of the pending orders. The Customer shall in no way reduce a payment for late delivery or non-compliant or partial delivery for whatever reason regardless of the extent of the delay or fault and the consequences.

In any case, the terms of delivery start as of the latest of the following dates:

- date of the order acknowledgement,
- date of receipt of all materials, equipment, tools, specific packings, execution details to be provided by the Customer, when applicable,
- date of fulfilment of the preliminary contractual or statutory obligations incumbent on the Customer.

Finally, the Supplier shall not be held liable for delayed deliveries due to force majeure as per article 1218 of the Civil Code. Events of force majeure include the occurrence of natural cataclysms, fire, war, accident, flooding, conflicts, terrorist attacks, strikes in the Supplier's or Customer's plants, shipping companies, postal services, public services, imperative injunctions from public authorities (namely ban on importations, embargo), operational accidents, machinery breakdown, explosion. Should the case arise, the Supplier undertakes to inform the Customer of the situation and its consequences within the shortest possible time.

The Supplier's obligation to fulfil shall then be suspended for the duration of force majeure, provided it is temporary and doesn't exceed ten (10) working days. Consequently, as soon as the cause of force majeure is over, the Parties shall do their best to resume as fast as possible the normal fulfilment of their contractual obligations. For this purpose, the Supplier shall inform the Customer of the resumption of his obligation by any means of his choice evidencing said information. Should the hindrance be final or exceed ten working days, the Parties shall come together within five (5) working days following the expiry of said deadline of 10 days to examine in good faith whether the contract shall go on or be terminated. Should the event of force majeure last more than thirty (30) days, the current Terms and Conditions shall simply and rightfully be cancelled without summons, nor any particular formal notice, apart from the fact that the Supplier shall inform the Customer about the situation. In such a case, the Supplier undertakes to retribute without any further delay any and all amounts paid to him by the Customer for all or part of the non-fulfilled order.

### **5.2 – Definition and Terms of Delivery**

Delivery as per the current article means the handover of the Product to the Customer or his representative (namely the shipping agent) regardless of the terms and conditions.

Unless otherwise agreed, deliveries are considered to be performed when leaving the plants or warehouses of the Supplier (Incoterms "EXW").

The delivery shall take place in keeping with the deadlines and terms and conditions defined when placing the order, or, where appropriate, specified in the duly accepted quotation.

Where appropriate, the Customer shall provide any and all documents and/or information required for the shipment of the Products to their destination.

Unless otherwise agreed, containers, frames, pallets and other permanent materials belonging to the Supplier shall be returned by the Customer in good condition and carriage free not later than within thirty days following the Product receiving. Failing to do so, they will be invoiced by the Supplier.

If these materials belong to the Customer, he shall make such available in good condition not later than on the date previously defined with the Supplier on the site specified by the latter.

At the request of the Customer, the Products may be packaged for particular protection. The associated costs will be invoiced by the Supplier as the case arises.

Unless explicitly otherwise agreed, the Supplier, in case of an order involving several Products, shall be entitled at any time to proceed with partial deliveries if made necessary by the availability of the ordered Products.

#### **ARTICLE 6 – Shipment**

Unless otherwise agreed upon between the Parties, costs and risks arising from the transport, insurance, customs, handling operations, including from the delivery to the place of installation shall be borne by the Customer who undertakes to check the incoming shipments, and where applicable, claim against the shipping companies, even if the shipment was made carriage free.

If the Parties have negotiated that the Supplier organises the shipment of the Products on his own, he shall then and despite everything have the goods shipped at the cost and risk of the Customer.

In such a case, the Supplier shall make sure up to the unloading of the Products to take out an insurance on behalf and at the cost of the Customer or make sure that the shipping company itself has taken out the required insurance to cover any kind of destruction or deterioration of the Products during transport, excepting all other risks. To this end, said insurance shall be strictly limited to the coverage of all risks associated with the Products themselves.

The Customer recognises that the fact that the shipping company is chosen by himself or directly by the Supplier shall in no way impact the fact that the Supplier is considered to have fulfilled his delivery obligation when having handed over the ordered products to the shipping company concerned, who accepted them without reservation.

The Customer shall therefore abstain from raising any warranty claim against the Supplier in case of a faulty delivery of the ordered Products after the handover of said Products to the shipping company or any damages occurred during transport.

As an exception to the foregoing, the shipment shall be organised at the risk of the Supplier when being performed directly by him in his capacity as carrier.

#### **ARTICLE 7 – Transfer of ownership - Transfer of risks**

As specified above, the transfer of ownership of the Products on behalf of the Customer will be pronounced after the full payment of the amount of the order, principal and other charges, by the Customer.

On the other hand, the transfer of risks of loss and deterioration to the Customer will take place on the day said Products are directly handed over to the Customer or to any third-party carrier (whether being

appointed by the Supplier or the Customer himself, as mentioned above), and this, regardless of the date of payment of the price.

#### **ARTICLE 8 – Acceptance**

Each delivery shall be assigned a bill of delivery to be signed by the Customer or his representative (namely a third-party carrier) when receiving the Products.

The Customer or his representative undertakes to check the apparent condition of the Products on delivery. If the Customer or his representative fails to issue a notice of defect or to make claims both against the carrier (where appropriate) or against the Supplier by registered mail with acknowledgement of receipt within the three (3) days following the receiving of the Products in compliance with the provisions set forth in article L 133-3 of the Code of Commerce, they shall be deemed compliant with the order both regarding quantity and quality and no claim may be raised insofar. As specified above, these reservations shall be systematically notified under the same conditions to the Supplier; otherwise, no claim can be enforced against him.

Subject to the following provisions, subsequently raised claims regarding apparent defects, more particularly regarding the non-compliance of the Products will forthrightly be rejected.

The wording "subject to unpacking" shall have no value and shall not be invoked as a reservation.

The Customer shall decide beforehand and prior to the validation of the order through the Supplier on the technical specifications and set the specifications to be defined in all points, the Products to process as well as the nature and conditions of inspections, checks and tests required for their acceptance. The nature and scope of inspections and tests required, the standards and severity classes concerned as well as the tolerances of any kind shall be specified in the drawings and specifications, which must mandatorily be attached to the order by the Customer and expressly approved by the Supplier. Failing this, a simple visual and dimensional inspection by sampling in accordance with the Supplier's own standards may be enforced against him.

It is the Customer's responsibility to prove the actual defects or faults stated. He shall grant the Supplier the opportunity to proceed with the assessment of said defects and associated remedy. He shall abstain from intervening himself or from having third parties intervened insofar.

Products with purely visual or aesthetic minor defects shall not be returned, unless otherwise agreed upon with the Supplier; in no event shall they give rise to any compensation or damages whatsoever.

In no case shall the Customer be entitled to return the ordered Products to the Supplier without the prior written consent of the latter, who shall be entitled to have the allegedly altered or non-compliant Products preliminarily examined. Should the Products be returned without the Supplier's consent, they will then be held available to the Customer without any treatment of any kind on the part of the Supplier.

No return will be accepted, if the Products are packaged in another packing than the original packing.

Should a return take place, it shall be performed (subject to the stipulations of article 9 here below) at the cost and risk of the Customer.

If the Products are returned, the Customer shall complete a return form specifying the reason for the return, the number of the Product batch and the delivery reference, otherwise the returned Products may be refused.

#### **ARTICLE 9 – Responsibility of the Supplier – Warranty**

### 9.1 – Nature of the Warranty

Unless expressly otherwise agreed upon, the Supplier is not the designer of the parts processed by him. His role consists in industrial sub-contracting. Therefore, the Customer shall assume the full responsibility for the Product design versus the industrial result to achieve. This particularly applies to any and all parts defined by the Supplier at the request of the Customer and to those parts defined based on specifications or functional drawings provided by the latter. Moreover, it's the Customer's responsibility to choose a product corresponding to his technical need and, where necessary, to make sure with the Supplier the appropriateness of the product with regard to the application envisaged.

If the Products were designed by the Supplier, this should be laid down in a separate particular agreement.

If the Products are designed by the Customer, he will remain solely responsible for the compliance of the Products ordered from the Supplier in compliance with the regulation applicable in the country where said Products are likely to be used.

Considering the foregoing, the Supplier's responsibility shall be strictly limited to the observance of the specifications of the Customer stipulated in the contract, whereas the Supplier can in no way be held liable for omissions or mistakes contained in the features provided by the Customer.

Unless expressly otherwise specified by the Supplier, no particular contractual warranty may be applied to the Products ordered by the Buyer. Therefore, legal warranties only may be enforced within the scope of the current Terms and Conditions.

It is the Customer's responsibility to prove the actual defects or faults stated. To enforce his rights, the Customer undertakes, subject to the forfeiture of any associated action, to inform the Supplier in writing of the existence of defects within a maximum deadline of fifteen (15) days as of the day said defects have been discovered.

In case of defects or non-conformities, the Parties undertake to jointly define the corrective actions to envisage and the appropriate and less expensive solution for the works required to restore compliance, which may namely consist in:

- replacing the rejected Products, which will give rise to a credit note. In such a case, the substitute Products shall be invoiced at the same price as the Products replaced;
- or in proceeding with works intended to restore their compliance by reworking the Products concerned.

Should the Supplier not be able to proceed as specified above, the questioned Products shall outrightly be refunded by the Supplier to the Customer.

The Supplier shall bear the costs required for the compliance of the parts, if he accepts to do so, or shall give his prior consent, if the Customer decides to perform the required rework or to have the required rework performed by a third party for a price the Customer will have notified to him; otherwise no claim will be enforceable.

The parts, which have been replaced for the Customer or reworked by the Supplier for the purposes of compliance shall be returned to the Customer at his cost, whereas the Supplier reserves the right to choose the carrier. Subject to unenforceability, the return costs must have been priorly accepted by the Supplier, who, in case he refuses, undertakes to find a solution for the return of the parts instead of the one proposed by the Customer.

Any and all reworks for the purposes of compliance directly performed by the Customer without the Supplier's consent regarding both the manner and the cost will lead to the forfeiture of the right to enforce any claim for the Customer.

The Supplier undertakes to proceed within the shortest possible deadlines at his own cost with the rework of the delivered parts, the defect or conformity fault of which has been duly proven by the Customer. His work shall in any case be limited to the replacement, repair or refunding of the non-compliant Products or Products impaired by a defect.

### 9.2 – Warranty Exclusions

No warranty may be enforced against the Supplier for apparent defects or conformity faults on delivery or later (where appropriate), which would not have been notified under the aforementioned conditions (articles 8 and 9.1). Are further excluded any and all defects and deteriorations caused by improper, inappropriate or non-compliant use versus the initially defined use of the product by the Customer or third parties, as well as normal wear.

More generally, any negligence or fault of the Customer (namely unforeseen modifications of the Product, which have not been specified by the Supplier, alterations due to improper storage conditions, erroneous assembly, non-observance of the technical datasheets), as well as events of force majeure as listed above in an unlimited way (article 5) shall be excluded from warranty.

Finally, the Supplier's liability shall further be excluded for defects generated by the material provided by the Customer, as well as for faults attributable to the design performed by the Customer himself or a third party appointed by him.

### 9.3 – Scope of Warranty

In any case, the Supplier may be held liable, where appropriate, for whatever reason and nature of the action only if the fault is proven to be caused by him and having caused direct and certain personal prejudice to the Customer. Moreover, the Parties expressly agree that the following typology of damages and/or prejudices shall in no way give rise to compensation, regardless of whether they might have been reasonably foreseen or not: shortfall, loss of turnover, loss of customers, prejudice to image and/or reputation.

The third-party liability of the Supplier for all events with the exception of gross negligence and the resulting personal injuries may be enforced only within the limits of an amount of compensation not exceeding per order the amount invoiced and cashed in by the Supplier within the scope of said order.

The Customer undertakes to hold the Supplier or his insurers harmless of any recourse by his insurers or third parties in contractual relationship with him beyond the aforementioned limits and exclusions.

### ARTICLE 10 – Sub-Contractors

Unless expressly otherwise provided, the Supplier shall be entitled to sub-contract all or part of the order and remains liable versus the Customer for the delivery of the sub-contracted Products regarding quantity, quality and deadlines.

### ARTICLE 11 – Intellectual Property

The Customer guarantees to hold all intellectual property rights on the documents and information provided to the Supplier, in order to enable him to manufacture the Products and shall therefore bear all consequences when failing to comply with the current declaration.

The Supplier, when designing the Products himself, holds all industrial and intellectual property rights associated with said Products, pictures, drawings, templates, prototypes, samples and technical documentations, which shall neither be disclosed nor used in any manner whatsoever without his written consent.

In such a case, all drawings, studies, descriptions, technical documents or quotations forwarded to the other party are disclosed within the scope of a loan for use aiming at the assessment and discussion of the sales offer of the Supplier. They shall not be used by the other party for any other purposes. The Supplier holds any and all tangible and intellectual property rights to the documents conferred accordingly. Said documents shall be given back to the Supplier at his first request. Same applies to the engineering studies proposed by the Supplier to improve the quality and cost price of the parts by an initial review of the specifications. These reviews accepted by the Customer shall not lead to the transfer of liability against the Supplier.

Any transfer of intellectual property rights or of the know-how shall be laid down in an agreement between the Supplier and the Customer.

#### **ARTICLE 12 – Unpredictability**

In case of a change of unforeseeable circumstances during the conclusion of the contract in accordance with the provisions of article 1195 of the Civil Code, the Party who abstained from assuming the risk of excessively onerous execution may ask for the renegotiation of the contract to the co-contracting party.

The following events are particularly focused on: variation in the raw material rate, modification of the customs duties, modification of the exchange rates, new legislations.

If the renegotiation turned out to be successful, the Parties undertake to immediately issue a new order setting forth the result of this renegotiation for the Product sales operations concerned.

Should the renegotiation fail, the Parties may in accordance with the aforementioned provisions of article 1195 jointly ask the judge to terminate or adjust the contract.

Should the Parties fail by mutual agreement to bring the matter before the court within two (2) months as of the stated failure of said renegotiations, the more diligent Party shall be entitled to refer to a judge, in order to file an application for review or termination of the contract.

#### **ARTICLE 13 - Non-Disclosure**

Within the scope of fulfilment of the current Terms and Conditions by the Parties, any information associated with the sales policy, strategy, activity of either of the Parties, the services, tools, methods and know-how, any information protected by business secrecy and any information expressly qualified as confidential received by one party from the other shall be kept confidential. This general non-disclosure obligation shall refer to any verbal or written information whatever, regardless of the support (minutes of meetings, drawings, exchanges of IT data, activities, installations, projects, know-how, products, etc.) exchanged within the scope of the contract preparation and fulfilment under the current Terms and Conditions.

The following information shall not be considered as confidential within the scope of the current Terms and Conditions: (a) information that has fallen into the public domain at the time of its disclosure or publicly known after its disclosure, provided in the latter case that this is not the result of a violation of a non-disclosure obligation by the Party having got knowledge of said information; (b) information for which the receiving Party can prove that it was known to it in good faith and without violation of another non-disclosure obligation prior to its disclosure within the scope of the current Terms and Conditions; (c) information disclosed by a third party after the order award and received in good faith without violation of another non-disclosure obligation by the Party who has been entrusted with said information.

The Parties therefore undertake to abstain from using said information or data when not necessary for the fulfilment of the order and to disclose said information or data to any third party or person other than their employees only to what is strictly necessary for the dependable fulfilment of an order, except prior written permission from the other Party. Affiliated companies, suppliers and sub-contractors of the Supplier involved in the fulfilment of the order shall not be considered as third parties within the scope of the current chapter. The Parties undertake to observe the obligations resulting from the current article "Non-Disclosure" throughout the term of their contractual relationship and during another three years following the end of said relationship and to have this obligation observed by all their employees and sub-contractors, where appropriate.

The current obligation shall by mutual agreement between the Parties be an obligation of result.

Upon termination of the order for whatever reason, either of the Parties having been entrusted with confidential information shall reconstitute said information to the other Party, if applicable, and destroy any and all copies which may have been made of said confidential information.

#### **ARTICLE 14 – Personal Data Protection**

The Supplier undertakes within the scope of his activities and in compliance with the legislation in force in France and Europe to ensure the protection, confidentiality and security of the personal data of the Customers, as well as the personal data of the managerial staff and/or employees of the Customer with whom the Supplier and his staff are in contact (hereinafter referred to as the "data"). He acts as the person responsible for the processing of these Data.

The Supplier shall process strictly necessary data only and for legitimate, explicit, determined purposes only, which means above all within the scope or for the purposes of the fulfilment of a contract.

This consists first and foremost in managing the identity of the Customer and orders, in invoicing and cashing in the payments, in making sure after sales service, in coping with the Customer relation, collecting outstanding amounts, dealing with disputes and more generally in storing the Data focused on in the current article.

These data are generally provided by the Customer himself within the scope of the Order.

The Data shall be conserved for the time required for the fulfilment of the aforementioned purposes. As far as data processing specifically dedicated to the fulfilment of the contract is concerned, the Data can be conserved at most for five years as of the termination of the business relationship. The Data shall then be archived with restricted access for a duration corresponding to the statutory period of limitation (of payments, warranties, disputes, ...). Once these deadlines are over, the Customer's data shall be outrightly deleted.

These Data basically concern:

- Identification data of the Customer's representative: Name, first name, function, mandate ...
- Contact data of the Customer and/or his representative: postal address, email, professional phone number ...

The collected Data are intended for the Supplier's in-house divisions and, where appropriate, in full or partly for his partners and sub-contractors.

The Data processed may finally be forwarded to the competent authorities at their request within the scope of legal proceedings, legal researches and the collection of information at the request of authorities or for the purposes of compliance with other legal obligations.

Assuming the Data are likely to be processed outside the European Union. In this case, the Supplier undertakes to implement the required measures, to grant the appropriate level of protection, and this, in full compliance with the applicable regulation.

In any case, the Supplier shall make sure that the Data are processed in a safe and confidential way, including when being disclosed to third parties. To this end, the technical and organisational measures intended to avoid any loss, misuse, alteration and deletion of the Data shall be implemented accordingly. These measures shall be matched according to the level of sensitivity of the Data processed and in accordance with the risk generated by data processing and its implementation.

The persons involved in Data processing shall be assigned, under the conditions defined by the legislation in force, a data access, adjustment and deletion right for the data they are concerned by. They may also ask, in the same conditions, the portability of their data and have the right to defy to the processing performed or to demand restricted processing.

In order to promote the implementation of the aforementioned rights, the Customer undertakes to disclose the general sales terms and conditions of the Supplier or at least the information set forth in the current article to all members of his staff likely to be concerned by the processing of their Data by the Supplier.

The persons concerned by Data processing may exercise their rights at any time by writing to EKAIM TECHNOLOGIE, 370, Avenue des Jourdiés – 74800 SAINT PIERRE EN FAUCIGNY or by sending an email to the following address: [rgpd@ekaim.fr](mailto:rgpd@ekaim.fr).

A response will be sent within a maximum deadline of one month as of the day the request has been received.

All requests shall be accompanied of an identity document by specifying the address where the Supplier may contact the applicant.

Moreover, all persons may - at their discretion - organise the management of their Data after their death.

If the exchanges with the Supplier have not been satisfying, the person concerned has the possibility to raise a claim with the National

Commission for Information Technology and Civil Liberties (CNIL), the French authority in charge of controlling the observance of the obligations regarding the protection of personal data in France.

For more information on Data protection, the Customer and his staff may consult the CNIL Internet site: <https://www.cnil.fr/>.

#### **ARTICLE 15 – DISPUTES**

FOR ANY DISPUTES BETWEEN THE PARTIES DIRECTLY OR INDIRECTLY ARISING FROM THE AGREEMENT, THE PARTIES UNDERTAKE PRIOR TO ANY LITIGATION TO FIND AN EXTRAJUDICIAL AGREEMENT AND TO COMMUNICATE FOR THIS PURPOSE THE REQUIRED INFORMATION TO EACH OTHER.

FAILING TO COME TO AN AMICABLE SETTLEMENT WITHIN A MAXIMUM DEADLINE OF TWO (2) MONTHS, THE COMMERCIAL COURT OF ANNECY (74 – FRANCE) SHALL HAVE SOLE JURISDICTION FOR ANY AND ALL DISPUTES REFERRING TO THE CURRENT GENERAL SALES TERMS AND CONDITIONS WITH REGARD TO THEIR VALIDITY, INTERPRETATION, EXECUTION, TERMINATION AND ANY CONSEQUENCES AND FOLLOWING ACTIONS ARISING THEREFROM.

THIS CLAUSE SHALL EVEN APPLY IN CASE OF SUMMARY PROCEEDINGS, INTERVENTION OR PLURALITY OF DEFENDANTS OR WARRANTY CLAIMS.

#### **ARTICLE 16 – APPLICABLE LAW**

THE CURRENT GENERAL SALES TERMS AND CONDITIONS AND THE PURCHASE AND SALES OPERATIONS ARISING THEREFROM SHALL BY EXPRESS AGREEMENT BETWEEN THE PARTIES BE GOVERNED BY THE FRENCH LAW.

THEY SHALL BE ISSUED IN FRENCH. IF THEY WERE TRANSLATED INTO ONE OR SEVERAL LANGUAGES, THE FRENCH TEXT ONLY SHOULD PREVAIL IN THE EVENT OF A DISPUTE.