

General Terms and Conditions of Sale and Delivery (GTC)

1. General

- 1.1 These General Terms and Conditions of Sale and Delivery ("GTC") shall govern the contractual relationship between the Supplier and any client of the Supplier ("Client") and shall apply to all purchase orders issued by the Client and confirmed by the Supplier, whether under a frame agreement or on a stand-alone basis. For the purpose of these GTC, the Supplier shall mean CIME BOCUZE, a French société par actions simplifiée with its registered office located at 446, avenue des Dignes, BP 301, 74807 Saint-Pierre-en-Faucigny and registered with the Registry of Commerce and Companies of Annecy under the number 383 966 892. These GTC shall apply to the supply of goods but also, and in an analogous manner, to the supply of a creation of a work.
- 1.2 These GTC shall prevail over any contradictory, supplementary or deviating terms and conditions of the Client. The terms and conditions of the Client, if any, shall not be applicable unless the Supplier has expressly consented thereto in writing. These GTC shall apply also in the case where the Supplier renders performance to the Customer without reservation, despite being aware of contrary or deviating terms and conditions of the Client.
- 1.3 These GTC shall also automatically apply to any future transactions with the Client, without any express agreement of the Client being required in such case.
- 1.4 These GTC shall not apply where the Client is a consumer and/or a non-professional as defined respectively by the French Consumer code.

2. Formation of contract

- 2.1 The Supplier's initial quotations shall be non-binding. Where the initial quotation specifies quantities, measurements or weights, or includes any drawings, these shall be deemed approximate only. Should the Client require adherence to exact measurements, this must be explicitly stated in its order.
- 2.2 The contract with the Client shall be formed through the Client's placement of the order and the Supplier's written confirmation of such order. Subject to the provisions of section 3.2 below, the Supplier's order confirmation shall be automatically binding, unless the Supplier has modified the delivery period, price, quantity set in the purchase order. In such case, it will become binding, provided the Client has not objected to such modification(s) within three (3) working days following receipt of the order confirmation. In the absence of a written order confirmation sent by the Supplier to the Client, the contract shall be formed through the actual execution of the order/delivery of the goods in accordance with the purchase order placed by the Client.

3. Prices

- 3.1 Unless otherwise stated in the order confirmation, the prices quoted by the Supplier shall be ex works and exclusive of any tax. Prices may be subject to increases based on an increase of the packaging costs.
If the Client requests to be delivered and the Supplier accepts such request, the shipping costs shall be displayed in the Supplier's order confirmation; it being understood that any increase in the insurance transportation cost shall be borne by the Client.
- 3.2 Because of the nature and/or the manufacturing process of the Supplier's goods, quantities delivered may exceed or fall below the originally specified quantity by up to ten percent (10%); the Supplier shall invoice the actual quantity delivered.
- 3.3 Where there is a change in the price of raw materials after conclusion of the contract, and more than four (4) months have elapsed between the contract's conclusion and the contractual delivery date, the Supplier shall have the right to adjust the agreed prices applicable to any good not yet delivered, in line with the changes and after notification of the Client. If the agreed price increases by more than ten percent (10%), the Client shall have the right to terminate the contract within two (2) weeks after announcement of the price increase and only for the goods that have not yet been delivered. In such a case, the Supplier will have the same right.

4. Delivery

- 4.1 The delivery period is stated in the order confirmation. Unless otherwise stated in the order confirmation, the delivery period shall commence upon the issuance of the Supplier's written order confirmation, provided, however, any clarification of all details necessary for the contract's performance, and all documentation, parts or materials to be provided by the Client have been obtained by the Supplier. Where import and export formalities must be complied with, or if the Supplier exerts any rights of retention, the delivery period and any other periods stipulated for the fulfillment of contractual obligations shall be extended by the corresponding period, and the Supplier shall not be in default.
- 4.2 Section 4.1, sentence 2 shall apply mutatis mutandis in cases of force majeure or other unforeseeable events occurring at the Supplier, its sub-suppliers or sub-contractors due to reasons for which the Supplier is not responsible or outside its control (e.g. extraordinary natural phenomena, energy and raw material shortages, war, terrorist attacks, industrial disputes, strikes, operational disruptions through no fault, unrest, sovereign acts, etc.).
- 4.3 The Supplier shall have a right of retention on the goods for as long as the Client is in default with any of its payment obligations under these GTC or any other contract entered into with the Supplier, except where the amount owed by the Client represents 5% or less of the total price owed by the Client to the Supplier.
- 4.4 Unless otherwise stated in the order confirmation, the delivery date shall be deemed to be complied with if the goods have been dispatched in due time or if the Client has been informed by the Supplier that the goods are ready for delivery, depending on the delivery method stated in the order confirmation.
- 4.5 If, at the Client's request or for a reason for which the Client is liable, dispatch takes place at a later date than originally intended, the delivery period shall nonetheless be deemed respected by the Supplier and the Supplier shall obtain payment from the Client in the agreed manner and on the agreed date. Any costs incurred as a result of the delay (in particular, the storage costs at the Suppliers' factory) shall be borne by the Client.
- 4.6 The Client shall not be permitted to refuse partial deliveries unless acceptance thereof would be unreasonable for it, taking into consideration also the justified interests of the Supplier.
- 4.7 In the case of long-term supply contracts with the Client, the Client shall plan and call off the required quantities in due course by placing respective call-off orders. Should the Client fail to do so, the Supplier shall be entitled to determine and deliver, on its own, the agreed quantities to be supplied to the Client.

5. Dispatch

- 5.1 Unless otherwise stated in the order confirmation, the risk shall pass to the Client on the date on which the goods are handed over to the shipping company or freight carrier, however no later than at the time the goods leave the Supplier's factory.
- 5.2 The shipping route and means of transport shall be determined by the Supplier at its reasonable discretion. Insurance of the goods shall be separately requested and paid for by the Client.
- 5.3 If it has been agreed that the Client will collect or arrange for the collection of the goods, then such collection must take place without undue delay as soon as the Supplier has notified to the Client that the goods are ready for dispatch. Otherwise the Supplier shall have the right to place the goods in storage at the Client's cost and risk. The goods must be collected during the normal business hours of the Supplier.
- 5.4 If, as an exception, the Supplier agrees to bear the risk at a later stage than the one referred to herein, the Client shall report any transportation damage to the transport company without undue delay and prepare a record of the damage jointly with the transport company.

6. Payment

- 6.1 Supplier's invoices are payable in cash, without discount, within 30 (thirty) days of date of invoice. Any deduction of discount shall require the agreement in writing of the Supplier.
- 6.2 The Supplier does not accept any payments by cheque or bill of exchange.
- 6.3 The Client shall only be entitled to withhold payments or to offset them against counterclaims provided the counterclaims alleged in this respect have been declared final and binding by a court of law or explicitly acknowledged in writing by the Supplier.
- 6.4 The Client shall be deemed to be in default of payment the day immediately following the thirty (30) day time limit referred to in section 6.1 above, if it fails to make payment within such time limit. If the Client is in default of payment, the Supplier may, at its own discretion and in accordance with

- sections 7.2 and 7.6, prohibit the Client from reselling, further using or processing of the goods supplied and obtain that the goods be returned to it at the Client's costs. Any amount that is not paid within the time limit referred to in section 6.1 above shall give rise to the invoicing of a late interest penalty equal to 3 times the French legal interest rate as well as of a lump sum indemnity corresponding to the collection costs for an amount currently amounting to 40€; it being understood, however, that should the costs borne by Supplier be higher than such lump sum amount, Supplier reserves the right to claim additional indemnity in accordance with the conditions set forth in Section L.441-6 of the French Code de Commerce.
- 6.5 The Supplier reserves the right to make any outstanding or future deliveries only against advance payment or against the deposit of a security or to rescind the contract if the Client is in default of payment, or if the Client's creditworthiness is adversely affected (in particular, if the Client is excluded from insurance coverage or if the Supplier's trade credit insurance limits or reduces coverage with regard to the Client).
- 7. Retention of title (Section 2367 and seq. of the French Civil code)**
- 7.1 **The Supplier reserves title to the delivered goods until such time the Client has paid the purchase price in full ("Reserved Goods"). If such retention of title is of no force and effect under the laws applicable at the Client's place of business, the Client must expressly draw the Supplier's attention thereto and offer to provide it with an equivalent security. In such case, the Supplier may also require the Client to provide payment in advance or a letter of credit.**
- 7.2 **The Client shall be granted the right to sell, use or rework/process the goods in the normal course of business; such right shall be revocable at any time by the Supplier if the Client is in default of its payment obligations.**
- 7.3 **Any reworking/processing of the Reserved Goods by the Client shall always be performed free of charge and in the name and on behalf of the Supplier. If the Client processes the Reserved Goods with other objects not belonging to the Supplier, thereby forming a new item, such processing shall not impair Supplier's ownership right on the item until full payment. The same shall apply where the Reserved Goods are mixed, combined or blended with other objects not belonging to the Supplier.**
- 7.4 **In the event of seizure or other third party's dispositions, orders or interventions with respect to the Reserved Goods, the Client shall notify the Supplier immediately in writing and provide to it any necessary documents so that Supplier, where necessary, may enforce its rights, and the Client shall notify such third party of Supplier's retention of title. Any costs associated with the defense against such attachment shall be borne by the Client.**
In no event shall the Client be entitled to pledge or grant securities on the Reserved Goods or take any other measures that may endanger even partially Supplier's title on such goods.
- 7.5 **The Client hereby assigns his claim arising from the resale of the Reserved Goods (regardless of whether the Reserved Goods were resold without or after processing) to Supplier for the purposes of collateral and upon Supplier's request shall notify the debtor of the assigned receivable and notify the debtor of the assignment.**
- 7.6 **In the event of default in payment still existing 30 days after a summons to pay addressed by Supplier to Client by registered mail with A.R, Supplier shall be entitled to take back the Reserved Goods, and to freely dispose of it/them. In such event, Client shall be obligated to return the Reserved Goods immediately upon request.**
- 7.7 **Where an application is made to initiate insolvency proceedings on Client's assets, Supplier, within the conditions set forth by French law, shall be entitled to withdraw from the contract and to request the immediate return of the Reserved Goods.**
- 8. Notice of defects / warranty**
- 8.1 The Supplier represents and warrants that, at the time of delivery, the goods delivered shall conform to the agreements reached in each case, such as, for example, specifications, drawings, etc.
- 8.2 The Client shall promptly inspect the goods upon receipt. Any nonconformity defects detected during inspection must be notified by the Client to the Supplier within fourteen (14) days of delivery by providing exact details of the nature and extent of the defect. The notice of non-conformity defects must be given in writing, e.g. fax, email with confirmation of receipt, etc. The Client shall provide the Supplier with an opportunity to examine the non-conformity defects. Where notice of non-conformity defects is not given in due time or at all, the goods shall be deemed accepted by the Client; the assertion of any claims based on non-conformity defects shall be precluded.
- 8.3 The Client will be required to demonstrate that the good is defective due to a circumstance which occurred prior to the transfer of risks. So long as the Client has not demonstrated that the non-conformity defect is due to a circumstance which occurred prior to the transfer of risks referred to in section 5.1 above, any repairs or replacements by the Supplier that it would agree to, would be carried out without acknowledging any legal obligation, and solely as a gesture of goodwill.
- 8.4 If the goods received by the Client are defective due to a circumstance which occurred prior to the transfer of risks the Supplier may, at its option, either repair or replace the defective goods. Should such cure fail or the Supplier be in default with the repair or replacement of the good 30 days after a notification to remedy has been received by it, the Client shall have the right to rescind the contract or claim reduction of the purchase price. The Client shall have no further contractual warranty rights.
- 8.5 The warranty above shall not apply to defects resulting from normal wear and tear, failure to adhere to the Supplier's instructions (e.g. with respect to storage, use of the goods, etc.) or the fact that the Client carried out modifications to the goods, exchanged certain parts of the goods or used consumable supplies that do not correspond to the original specifications, or to defects attributable to incorrect materials, drawings, specifications, etc. of the Client.
- 8.6 The limitation period for claims by the Client pursuant to section 8.2 to 8.5 shall be twelve (12) months from the date of delivery of the goods.
- 8.7 The Supplier shall owe to the Client a specific warranty for hidden defects set forth in Section 1641 and seq. of the French Civil code.. In the case of hidden defects, the Client will have the choice either to return the defective good and be reimbursed, or to keep it and have the price reduced. If the Supplier was aware of the hidden defect, it shall also repair the damages suffered by the Client. In case of hidden defects, warranty claims shall become time-barred two years from the date of the discovery of the defect by the Client.
- 9. Liability**
- 9.1 Supplier's liability in connection with any sale carried out under these GTC, to Client shall be expressly limited to the compensation of the direct damages suffered by Client, which are typical of the contract and reasonably foreseeable, arising from the negligent acts or omissions of Supplier, its legal representatives or vicarious agents ; it being understood that it shall in no event exceed the amount invoiced or to be invoiced to Buyer for the items from which the damage originates.
- 9.2 Supplier's liability for damages as a result of lost profit, loss of contracts or turnover, loss of expected profit or turnover, delay damages or loss of anticipated savings, other property damage, or other damage that was not caused to the delivered goods themselves and more generally any other indirect damage, even when the Supplier was advised of their possibility, shall be excluded. This exclusion of liability shall not apply where Supplier, its legal representatives or vicarious agents have acted with intent or in a grossly negligent manner and where there is a lack of guaranteed quality of the good, if and to the extent to which the purpose of the guarantee was to secure Client against damage that did not occur to the delivered good itself. Any liability for damage arising from the loss of life, bodily injury or damage to the health of a person, which is based on a negligent breach of duty by Supplier, its legal representatives or vicarious agents, is neither excluded nor limited.
- 9.3 To the extent to which Supplier's liability is excluded or limited under the foregoing paragraphs, such shall also apply to the personal liability of bodies, employees, representatives and vicarious agents.
- 10. Tools**
- Tools or moulds which the Supplier produced or procured for the performance of the contract shall remain the property of the Supplier, even if the manufacture of these tools or moulds is invoiced to the Client.

11. Plans, drawings, samples

- 11.1 Plans, drawings and other documentation of the Supplier ("Documents") shall be handed over to the Client solely for purposes of conclusion of contract and, if applicable, its performance; the Client shall not be granted any more extensive right of use to the Documents. The Supplier reserves title to such Documents. The Client shall be obliged to return the Documents as soon as the Supplier requests their return, the contract negotiations fail or the Documents are no longer required for the performance of the contract.
- 11.2 Any samples ordered by the Client will be invoiced by the Supplier unless it was expressly agreed that the sample would be free of charge, in which case section 11.1 shall apply mutatis mutandis.
- 11.3 Where the Client hands over plans, drawings, samples or other documentation to the Supplier, the Supplier shall not be obliged to examine whether such documents themselves or the use thereof infringe third party rights. The Client shall indemnify and hold harmless the Supplier against all third party claims based on infringements of industrial property rights in connection with the plans, drawings, samples or other documentation and/or the use thereof, and shall bear any costs incurred by the Supplier in this connection.

12. Compliance with laws: import / (re-) export control

- 12.1 The Client undertakes to comply with any applicable laws and regulations as well as any official or court orders, particularly those relating to the prevention and combating of corruption, cartel and competition law, environmental protection, health, safety and fundamental rights of employees.
- 12.2 In addition, the Client specifically undertakes to comply with the applicable provisions relating to import and (re-) export control, including the regulations on sanction lists and embargoes. With respect to the import, use or export of the delivery item by the Client, it shall be incumbent on the Client to procure all necessary approvals and other permits required under the relevant regulations on import and (re-) export control applicable to the Client.
- 12.3 Where the Supplier is required to submit certain documents (e.g. end-user statements, import certificates) to a competent authority, and the Client's cooperation is required for this purpose, the Client shall, at the Supplier's request, be obligated to obtain and provide the Supplier with the documents and any other necessary information in due course. In case of delays due to the Client's non-compliance with its duties of cooperation, or delays attributable to authorities, the deadlines or delivery dates to be observed by the Supplier will be extended by the appropriate time period.
- 12.4 In the event that delivery and the performances by the Supplier are permanently or temporarily prevented through impediments arising from applicable national or international regulations, specifically export control provisions, embargoes or other restrictions, or if any required permit is refused or revoked for reasons for which the Supplier is not responsible, the Supplier shall not be under any delivery and performance obligation. In such cases, the Client cannot assert any claims for damages or other rights against the Supplier.
- 12.5 The Client shall compensate the Supplier in accordance with statutory requirements for any damage suffered and expenses incurred through culpable breach of the obligations referred to under this section 12, and shall indemnify the Supplier against any related third party claims.

13. Confidentiality

- 13.1 The Client shall treat as confidential and not disclose to third parties any and all secret information, documentation, Documents pursuant to section 11.1, sample pursuant to section 11.2 and data (inter alia those of a commercial and technical nature) that are not in the public domain and of which it becomes aware in the course of the contractual business relationship with the Supplier, and shall use these solely in the context of the contractual business relationship with the Supplier.
- 13.2 The Client's use of the company name or trademarks of the Supplier for advertising purposes or in giving references shall be subject to the Supplier's prior written consent.

14. Taxes and duties

- 14.1 The Client shall be responsible for the payment of all taxes, duties and levies of any kind for which it may be liable due to the delivery of the goods.
- 14.2 The Supplier shall have the right to charge to the Client under the terms of a contract, any taxes or levies, and similar charges if the Client fails to remit to the Supplier the necessary certificates covering exemption from such deductions.

15. Assignment

- 15.1 Any contract entered into under these GTC is deemed to be entered into intuitu personae. Thus, the Client, without the prior written consent of the Supplier, may not assign it, in full or in part
- 15.2 However, the Supplier shall have the right to assign any contract entered into under these GTC, without the prior written consent of the Client, to any company of the group of companies to which it belong.

16. Miscellaneous

- 16.1 Any modification and/or supplement to a contract shall only be binding upon the Supplier and the Client provided said modification and/or supplement has been formalized by an amendment to such contract signed by the Supplier and the Client.
- 16.2 Any contract entered into under these GTC and any disputes arising therefrom shall be governed exclusively by French law to the exclusion of the UN convention on Contracts for the International Sale of Goods (CISG) and the exclusion of the conflict of laws' provisions.
- 16.3 Place of performance for any and all obligations in connection with these GTC is France; the foregoing shall also apply if delivery of the goods takes place elsewhere.
- 16.4 Place of jurisdiction for all disputes arising out of or in connection with this contract, including matters relating to its valid formation, interpretation, performance and termination as well as its pre-contractual and post-contractual effects, shall be Annecy, France.