

General Conditions of Sale CORDERIE DOR

The present General Conditions of Sale ("GCS") apply to all Products, accessories or services ("Products") sold by CORDERIE DOR ("Seller") to the Buyer. Any derogation from the present General Conditions of Sale involves signing a specific agreement between the Buyer and Seller.

The General Conditions of Sale applicable are those in force at the date of the order.

ARTICLE 1. ORDERS: the order notes are sent in writing to the Seller. Any order commits the buyer on behalf of whom it is drawn up, without any obligation for the Seller to make sure of the capacity and power of the person signing the order note. The orders shall only be final when they have been accepted in writing by the Seller. The Seller shall send to the Buyer an acknowledgement of receipt of order which shall form the contract of sale between the parties. Offers from the Seller which do not form the object of an acknowledgement of receipt of the order shall not provide a commitment on their part. The Seller shall be able to refuse to confirm an order, particularly in the following cases: (i) if a preceding order of the Seller is still unpaid, (ii) if the Buyer has failed in their contractual obligations for a preceding order or (iii) if the order has an unusual nature, in terms of quantity or deadline, for example.

Should an order relating to Products be made bespoke, the Buyer shall send to the Seller the technical documentation needed to compile a quotation. The Seller thus sends a proposal on that basis and particularly stating a price correlating to a minimum quantity.

The additional services (e.g. fitting/installation for implementation, maintenance etc.) are stated in the order note and its acknowledgement of receipt.

Any request for major modification compared with the initial order note shall give rise to sending a modifying order note and to the definition of a new price.

Any modification or cancellation of the order requested by the Buyer is only taken into consideration if it is made in writing and has been accepted in advance in writing by the Seller. In any case, in the event of cancellation of the order accepted by the Seller, the Products as well as the time for their preparation shall be invoiced based on their state of completion and the instalments paid by the Seller shall be kept by the Seller.

ARTICLE 2. DELIVERIES: the Products shall be delivered to the address mentioned on the order confirmation sent by the Seller. The Products travel at the risk of the Buyer. Notwithstanding the application of the reservation of title clause, the transfer of risks occurs at the place agreed in the context of the order confirmation, at the time of first presentation of the carrier. The unloading of Products is undertaken, in any case, under the sole responsibility of the Buyer. When the Buyer takes delivery of Products within the premises of the Seller, the transfer of risks occurs at the time of providing the Products by the Seller on their premises, all the operations of transport, loading and unloading being the sole responsibility of the Buyer. In the event of losses, average or delays, the Seller must send reservations to the carrier by registered letter or extra-judicial document within a deadline of three (3) days, not including holidays. If the consignment is delayed at the desire of the Buyer and the Seller consents to this, the Products are warehoused and handled at the expense and risk of the Buyer.

The seller is authorised to make global or partial deliveries. The delivery times are given by way of information and indicatively, and particularly depend on the supply and transport possibilities of the Seller.

If the Buyer does not take the Products at the location and on the date agreed, and on condition that the delay is not due to an act or omission of the Seller, the Buyer is bound to make the payments provided in the contract, the delivery being deemed to have been carried out.

ARTICLE 3. ACCEPTANCE: once they are delivered, the Products must be inspected by the Buyer to check the quantity, weight and dimensions. Notwithstanding the provisions taken with regard to the carrier, claims on the Products supplied must be formulated in writing within three (3) days of the Product being made available. It is up to the Buyer to provide all the evidence with regard to the reality of anomalies reported. They must allow the Seller any facility to proceed to report on these faults. Before any commissioning, the user shall have to proceed with appropriate inspection tests (sanctioned by an official body) and consequently, submit the goods and checks in accordance with the legal provisions in force.

ARTICLE 4. RETURN AND WARRANTY: the Seller guarantees that the Products supplied comply with the specifications appearing on the order, the Buyer is solely responsible for the adequacy of the Products ordered for its needs and expectations. Any technical advice that the Seller would supply verbally, in writing or by tests, before and/or during the usage of the Product, is supplied in good faith but without guarantee on the part of the Seller.

The Buyer is solely responsible for the usage and transformation of Products.

Any claim or reservation cannot be taken into consideration beyond (3) days after the provision of the Product, whether it has been used or not. Any return of Products must be the subject of a formal agreement between the Seller and the Buyer. Any Product returned without this agreement shall be held at the disposal of the Buyer and shall not give rise to the establishment of a credit note or replacement. The expenses and risks of return are the responsibility of the Buyer. In the event of flaws or non-conformities of the Products supplied, duly reported by the Seller, the Buyer shall be able to obtain, at the choice of the Seller, the replacement or reimbursement of the Product, to the exclusion of any indemnities or compensation particularly in relation to carriage, downtime, removal, repositioning of the faulty Product or any indemnification for loss suffered by the Buyer or third parties by reason of the non-usage of the Product returned. The warranty does not come into effect for faults ensuing

from the normal wear and tear of the Product, a maintenance fault of the Product attributable to its user, non-compliant usage of the Product, incorrect installation of the Product or even a modification of the Product not provided nor specified by the seller (the goods having been subject to a special cutting, tailoring or manufacture or having been subjected to de-conditioning from its original state). In these cases, the Seller shall not be liable for harmful consequences.

In any case, the liability of each Party shall be limited to the sale price of faulty or damaged Products. The liability of the Seller shall not be able to be sought for indirect damages suffered by the Buyer (such as loss of turnover, loss of customer base and tainting of their image and reputation).

ARTICLE 5. PRICE AND INVOICING: the prices are understood to be ex taxes and based on tariffs communicated to the Buyer. In case of excessive delay in the fulfilment of the order due to the lack of cooperation of the Buyer, the latter recognises and accepts that the order price will be able to be re-evaluated. The Seller and Buyer shall meet to define by joint agreement a new respective budget respecting the financial equilibrium of the contract such as it existed at the date of concluding the contract. Any taxes, levies and duties or other services to be paid by applying French regulations or those of an importing country or a transit country are the responsibility of the Buyer. Unless otherwise agreed in writing by the seller, the carriage charges are the responsibility of the Buyer.

ARTICLE 6. PAYMENT: unless otherwise agreed, payments shall be made thirty (30) days from the date the invoice is sent. No discount is due for early payment. In case of payment delay, the Seller shall be able to suspend all the orders in progress notwithstanding any means of action. Any amount unpaid on the due date is subject to late penalties immediately claimable without reminder on the day following the payment deadline of the invoice concerned and an amount equal to three times the statutory interest rate in force on the billing date. The Seller shall also be able to claim a one-off indemnity for recovery costs of an amount of forty (40) euros. When the recovery costs revealed are greater than the amount of this one-off indemnification, the Seller shall be able to request an additional indemnification, on presentation of evidence. Furthermore, in case of non-payment on the due date, the Buyer shall be liable by virtue of the penalty clause, to pay an indemnity equal to 15 % of the unpaid amount, this indemnity, nevertheless, not being an obstacle to the award of compensation by a court. This penal clause shall be due, in full force of the law without reminder, from the sole fact of non-compliance with the due date by the Buyer.

In case of unpaid order, the Seller shall also be able to:

- report the termination of the sales contracts concerned, the Buyer thus having to return the Products not paid for, subject to a reservation of title clause, which would have already been delivered. This return shall be made at the expense and risk of the Buyer,
- refuse any new order or subject these new orders to a cash payment,
- suspend the performance of orders in progress up to payment of all the amounts owed.

ARTICLE 7. CANCELLATION CLAUSE: should either one of the parties fall short in any one of their obligations under the order (including the General Conditions of Sale), the party suffering the loss shall be able, by registered letter with acknowledgement of receipt, remind the other party to remedy this shortcoming within a maximum period of thirty (30) calendar days.

At the end of this period of thirty (30) calendar days, if the shortcoming has not been resolved, the party suffering the loss shall be able to cancel in full force of the law the order concerned, by letter with acknowledgement of receipt and, notwithstanding any compensation claimed. The cancellation date shall be the date of receipt of this second registered letter with acknowledgement of receipt.

ARTICLE 8. TRANSFER OF TITLE: the Products are sold with a clause expressly subjecting the transfer of their title on full payment of the price primarily and subsidiarily (including any late penalties and recovery fees). During the period of reservation of title as consignee, the risks having been transferred, the Buyer shall have to insure the Products against all risks and damages or liabilities, and particularly take out liability insurance for the Products on behalf of the Seller and at their own expense.

The Buyer undertakes to allow at any time, the identification and claim of the products supplied. As long as the price will not have been paid in full, the Buyer shall have to individualize the products delivered under the order. On failure of individualization, the Seller shall be able to demand their reimbursement or take back the Products in stock.

The Products in stock at the Buyer are deemed to be related to unpaid invoices. In the event of seizure or any other intervention of a third party on the Product, the Buyer shall have to inform the Seller of this without delay, in order to allow them to oppose it and preserve their rights. The Seller is prohibited from pledging or ceding ownership of the Products by way of guarantee. In case of non-payment of all or part of the debts agreed, and thirty days after a reminder by registered letter remains without result, in whole or in part, the Seller shall be able to pursue the forced performance of the sale or the cancellation of the sale. In the latter case, the Seller shall have to return the Products concerned at their own risk and expense. The provisions above are no obstacle to supply of the Products, to the transfer of risk and responsibility relating to these Products.

ARTICLE 9. OPERATIONS ON SITE: in case of operations outside the premises of CORDERIE DOR, the Buyer takes responsibility for prevention measures and planning mutual prevention. They designate a qualified technician knowing the establishment to accompany the CORDERIE DOR staff and they shall remain the authority responsible for the operations.

ARTICLE 10. CONFIDENTIALITY: each of the parties recognise that the information and documents supplied or communicated by the other party in performance of the order, with the exception of information in the public domain, are confidential and are reserved for the sole usage of the party receiving them, and undertake to use them exclusively in the context of the order and in accordance with the provisions of the same.

ARTICLE 11. ETHICAL COMMERCIAL PRACTICES, ANTI-CORRUPTION: the parties are reminded that it is prohibited to offer or accept any offer or promise of compensation with a view to accomplish, delay or omit to accomplish an act in the context of their functions or even to offer or accept gifts, promises or advantages to abuse or have abused their real or supposed influence with a view to having obtained from an authority or a public administration distinctions, jobs, contracts or other favourable decisions.

In the context of performance of the order, the parties undertake to:

- comply with all the laws and regulations applicable against corruption and influence peddling, particularly the Sapin II law, whether that is through their directors, employees, agents, sub-contractors or any other person acting on their behalf. In this respect, the Seller undertakes to do everything that is in their power to be ensured that each of their sub-contractors complies with all the laws and regulations mentioned above;
- supply any information to the other party which would be to verify the compliance with the present article and inform the other party, as soon as possible in writing, if they get informed of an act which contravenes or would be susceptible of contravening laws and regulations applicable to combating corruption and influence peddling.

Any violation of this provision by any one of the parties is susceptible of constituting a serious shortcoming in the contract.

ARTICLE 12. FORCE MAJEURE: the liability of the parties shall not be committed in case of non-performance of their obligations or lateness in their performance resulting from a case of force majeure or act of God in the sense provided by jurisprudence.

To be able to invoke the present provision, the party finding itself prevented from performing its obligations must inform the other party of this in writing as soon as possible after having been made aware of it, specifying the circumstances as well as forecast period of this force majeure. The prevented Party shall also have to keep the other party regularly informed of the development of the situation.

The prevented party undertakes to implement the appropriate measures to avoid, eliminate or reduce the consequences of the lateness and/or prevention and accomplish all the Service Provisions. The prevented party will be able to request in writing the immediate suspension, in full force of the law, of the order affected by the force majeure event. The performance of obligations of the prevented party shall be brought forward from a period at least equal to that of the period of suspension due to the force majeure or act of God. Consequently, as soon as the prevention due to the force majeure or act of God shall cease, said obligations shall resume for the contract term remaining to run on the date of suspension, increased by the suspension period. In any case, if the event of force majeure or the act of God lasts more than sixty (60) days, each party shall be able to cancel the order in full force of the law, without notice nor indemnification, by registered letter with acknowledgement of receipt. The cancellation shall take effect thirty (30) days after the date the registered letter has been sent.

ARTICLE 13. PERSONAL DATA: in the context of an order, each party shall act in the capacity of a distinct data controller in the sense of (EU) regulation 2016/679 of the European Parliament and Council of 27 April 2016 (the "GDPR"). Each party concerned by it undertakes to follow the regulation in force applicable to the subject of personal data protection, and in particular the GDPR and any local regulations.

The Seller and any person concerned may consult the Confidentiality Policy of CORDERIE DOR at the following address: <https://www.corderiedor.com/politique-de-confidentialite/>.

ARTICLE 14. LANGUAGE: The General Conditions of Sale are compiled in the French language. Should they be translated into one or more languages, solely the French version shall have legal force.

ARTICLE 15. APPLICABLE LAW – COMPETENCE: THE GENERAL CONDITIONS OF SALE AND THE ORDER ARE SUBJECT TO FRENCH LAW. ANY DISPUTES THAT MAY ARISE CONCERNING THE VALIDITY, FORMULATION, INTERPRETATION, PERFORMANCE OR CANCELLATION OF AN ORDER SHALL BE THE EXCLUSIVE COMPETENCE OF THE COMMERCIAL COURT OF MARSEILLE, EVEN IN THE EVENT OF WARRANTY APPEAL OR PLURALITY OF DEFENDANTS. WITHOUT CLAUSES ASSIGNING JURISDICTION BEING ABLE TO EXIST ON THE DOCUMENTS OF SELLERS BEING AN OBSTACLE TO ITS APPLICATION.