

1- PREAMBLE

In accordance with Article L.441-1 of the French Commercial Code, these general terms and conditions of sale and provision of services (GTCSPS) form the basis for business negotiations with the Purchaser.

2- SCOPE OF THE GTCSPS

These GTCSPS set out the conditions under which the Company ALCRO ("The Supplier") supplies professional Purchasers ("The Purchasers or the Purchaser"), with the products ("Product(s)") or the provision of services ("Service(s)") they require.

They shall apply without restriction or qualification to all sales agreed between the Supplier and the Purchasers of the same category, irrespective of any clauses that may be included in the Purchaser's documents, and in particular its general terms and conditions of purchase.

In accordance with present regulations, these GTCSPS shall automatically be presented to any Purchaser that requests them, so that the latter can place an order with the Supplier. They shall also be presented to any distributor (with the exception of wholesalers) before a single commercial agreement, provided for in Article L.441-3 of the French Commercial Code, has been reached within the legal time frame.

Any orders for Products shall imply that the Purchaser accepts these GTCSPS. The details in the Supplier's catalogues, brochures and price lists are for information only and are subject to change at any time. The Supplier has the right to make any changes it deems necessary.

The fact that the Supplier fails to avail itself at any given time of one or more of the provisions of the GTCSPS may not be construed as a waiver, the Supplier may still demand their strict application.

In accordance with the present regulations, the Supplier reserves the right to depart from certain clauses in these GTCSPS, depending on the negotiations held with the Purchaser, if Special Terms and Conditions of Sale ("The Special Terms and Conditions of Sale") are established.

3- ORDERS

To be taken into consideration, all orders must be placed in writing or by any equivalent technological means providing proof of the contractual agreement. They must contain the following items: "order form", any information required for invoicing purposes, the European VAT number where applicable, the item number and description of the Product or Service, as well as the quantity and order unit of the Product.

Conclusion of the sales agreement or service provision agreement is valid only after the Supplier's express acceptance of the order form, in the form of an order acknowledgement of receipt sent to the Purchaser for the said order, by post, e-mail or any other equivalent process, and a down payment for the order where applicable. The Products are supplied at the rate of the Supplier on the day the order is placed, and, where applicable, in the special commercial offer made to the Purchaser. These rates shall be firm and final during their term of validity, as set out by the Supplier. Any order accepted by the Supplier may only be changed or cancelled by the Purchaser with the express agreement of the Supplier. Such change or cancellation must be notified in writing with acknowledgement of receipt within eight days from the acknowledgement of receipt of the order and before the Products are shipped or the performance of the Service begins. In the event of a cancellation expressly agreed by the Supplier, an amount corresponding to 20% of the total price of the Products or Services excluding tax shall be paid to the Supplier and invoiced to the Purchaser, as damages in compensation for the loss incurred.

In the event of a cancellation expressly agreed by the Supplier and if the Purchaser has made a down payment, the relevant amount shall be retained by the Supplier.

Any order is deemed firm and final once the Products have been shipped or the performance of the Service has begun. In the event of a cancellation subsequent to these events, the Purchaser shall pay the Supplier the agreed price without prejudice to any damages that the Supplier may claim.

The Supplier reserves the right to make any changes to the layout, shape, dimensions or materials of its Products, that are illustrated and described in its printed materials or website for advertising purposes.

4- PERFORMANCE - DELIVERY - TRANSFER OF RISKS

Unless agreed otherwise between the Parties, the Products are delivered to the Supplier's warehouses and the latter shall notify the Purchaser of their availability.

Unless agreed otherwise between the Parties, the Service is provided at the Supplier's premises.

Unless agreed otherwise, the costs relating to the delivery of the Products or the performance of the Service are payable by the Purchaser.

The risks of loss or damage of the Products are transferred to the Purchaser upon delivery under the aforementioned conditions. For sales abroad, the terms of sale and transfer of risks will be those of the Incoterm provided for in the Special Terms and Conditions of Sale agreed between the Parties, according to the Incoterms® 2020 issued by the International Chamber of Commerce (ICC). The date for the Product delivery or performance of the Service set out in the order confirmation is given purely for guidance and shall not constitute a key prerequisite of the agreement between the Parties.

Delays in the delivery of the Products or the performance of the Service shall give no right to withhold payment or claim any damages of any kind.

Furthermore, the date specified shall be suspended as of right in the event of any case of force majeure or one of the events listed in Article 16.

The Supplier may not be held liable for the consequences of any delays in delivery time, said obligation to be borne exclusively by the carrier.

In any event, the delivery of the Products or the performance of the Service shall take place within the time specified only if the Purchaser is up to date with all its obligations, and in particular with the payment of the Supplier's outstanding invoices.

5- RECEIPT AND RETURN OF THE PRODUCTS

It is the responsibility of the Purchaser to check the condition of the Products on delivery. Without prejudice to the measures to be taken in relation to the carrier, the Supplier must be notified of any claim or dispute concerning the quantity delivered, the performance, the quality or any other reason, in writing within 72 hours of the Products' arrival at the agreed place of delivery or the date of completion of the Service. Beyond this period and in the absence of reservations, the Products delivered by the Supplier shall be deemed compliant with the order in quantity and quality and the Products or Service shall be deemed finally accepted by the Purchaser.

It shall be the responsibility of the Purchaser to provide proof of the defects reported. It shall give the Supplier every opportunity to investigate the nature of these defects and find a solution. It shall refrain from taking any action itself or bringing in a third party for this purpose. If the Purchaser fails to comply with these formalities, no claim shall be accepted.

If a defect is acknowledged, the Supplier's liability shall be limited only to the replacement, at its expense, of the Products concerned, excluding any compensation of any kind. Product replacement is subject to the return of the Product altered by the acknowledged defect. The Purchaser shall, at its expense, return the item within a period of eight days from the date on which the defect was acknowledged by the Supplier.

Acceptance of the returned Product is subject to the prior written agreement of the Supplier. The Purchaser shall always be responsible for the costs and risks of the return.

Exceptional returns shall be limited to the Products in the catalogue and subject to the prior written agreement of the Supplier.

The Purchaser shall pay the shipping costs for the return of the Products.

Any return accepted by the Supplier shall result in the issuance of a credit note to the Purchaser, after qualitative and quantitative inspection of the Products returned.

Any Product returned without the Supplier's agreement shall be held at the disposal of the Purchaser and shall not give rise to the issuance of a credit note.

In the event of a dispute concerning Part of an order, its notification shall not relieve the Purchaser of its obligation to pay for the non-disputed Part of the invoice on the due date fixed by the contract.

6- PRICE

The Products are supplied at the rate of the Supplier on the day the order is placed, and, where applicable, in the special commercial offer made to the Purchaser. The prices of Products and Services as well as information in catalogues, brochures, price lists and website are for information only and may be changed by the Supplier at any time, in particular if the cost of raw materials, production factors and the exchange rate between the Supplier's and the Purchaser's currency (outside the Euro zone) change.

Unless otherwise provided for in the Supplier's order confirmation, prices are net and exclusive of tax, shipping costs, ex works and packaging included, except for special packaging which are subject to a supplementary charge at the Supplier's rate. Prices are quoted in euros. Special price conditions may be established depending on the Purchaser's specific requirements, especially in relation to the terms and deadlines for delivery or payment. In this case, the Supplier will make the Purchaser a special commercial offer.

Invoices shall be drawn up according to the prices in the order confirmation issued by the Supplier. For the provision of Services, the price to pay is the price given in the quote.

The Purchaser may benefit from discounts and rebates shown in the Supplier's price lists, depending on quantities purchased or delivered by the Supplier on one occasion to one place, or repeated orders.

7- PAYMENT - DEADLINE FOR PAYMENT

Unless otherwise provided for in the order confirmation, the Products or Services shall be paid for by bank transfer within 30 days from reception of the Products or performance of the Service. The Purchaser shall only be released from its obligations on receipt of the funds by the Supplier's bank.

Any transaction shall be subject to the payment of a first instalment, i.e. a down payment of 30% minimum before delivery of the Product or the beginning of the performance of the Service.

For transactions abroad, the payment terms remain the same in respect of payment deadlines, but payments shall either be made by SWIFT transfer to the designated bank account, or by irrevocable documentary credit confirmed by a bank of the Supplier's choice.

Orders whose payment is to be made by means of a documentary credit or guaranteed by a stand-by letter of credit or other security, such as a bond or guarantee, shall only be settled on receipt of the notification of the opening of an operational documentary credit with no special conditions or the issue of a stand-by letter of credit, bond or guarantee required.

There shall be no discount granted for early payment, except for payment made prior to delivery, on receipt of the Products or before the performance of the Service.

In the case of a payment made prior to delivery, on receipt of the Products or before the performance of the Service, a discount of 1.5% shall be granted on the invoice amount including tax.

Any order for an amount under 150 euros shall give rise to the invoicing of a fixed amount of 15 euros to cover administrative costs

8- LATE PAYMENT - NON-PAYMENT

8.1 Late payment interest

In accordance with Article L.441-10 of the French Commercial Code, any late payment, even partial, shall lead as of right to the application of late payment penalties, which become due the day after the due date shown on the invoice and until full payment is made of the entire amount, without prior formal notice.

The rate of these late payment penalties is equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points.

8.2 Compensation for recovery costs

In accordance with the present legislation, a €40 compensation for recovery amount shall be charged by the Supplier in the event of late payment on each invoice. This compensation shall be charged in addition to the late payment penalties.

8.3 Acceleration clause

Non-payment on a contractually fixed due date shall lead as of right to the immediate payment of all other invoices issued but not yet due, even if they were subject to accepted bills.

8.4 Conditions precedent and termination clauses

In the event of non-payment of a single instalment, the Supplier reserves the right to suspend or cancel all undelivered orders, within 48 hours of receiving a registered letter that remained unanswered, whilst retaining any part payments already made.

Should the Purchaser fail to fulfil its obligations, the contract shall be terminated automatically in favour of the Supplier, without prejudice to any damages it may be able to claim from the Purchaser.

In the event of an order to be paid by documentary credit, there shall be no Product deliveries or performance of Services until the Supplier is notified of the opening of the credit.

9- CASH PAYMENT OR GUARANTEE REQUIRED

Any deterioration in the Purchaser's credit situation may justify the request for guarantees or cash payment prior to the fulfilment of orders received.

The Supplier reserves the right, at any time, depending on the risks incurred, to fix a ceiling on the amount of credit granted to each Purchaser and to request certain payment deadlines or certain guarantees.

10- RETENTION OF TITLE CLAUSE

The Products delivered or made available and described in the order acknowledgement shall remain the Supplier's property until full payment of their price, principal and ancillary items, the risk of loss and any liability or any other risk

being transferred to the Purchaser as of delivery of the Products and for sales abroad, pursuant to the Incoterm agreed.

The Purchaser therefore undertakes to take out an insurance policy covering the risks of loss, theft or destruction of the Products.

Until full payment is made, the Purchaser shall ensure that the Products are stored in good conditions and in such a way as to ensure that they can be clearly identified as Products belonging to the Supplier.

The Purchaser shall take all useful measures to protect the Supplier's rights over the Products concerned by this retention of title clause and to promptly notify the Supplier of any claim by any third party relating to these Products.

Should the Purchaser fail to pay all or a part of the price after fifteen days from receiving a formal notice to pay, the Supplier expressly reserves the right to take back the Products, which the Purchaser shall have to return to the Supplier, at its own expense and risk on the latter's first request.

In this case, the down payments already made shall be retained by the Supplier in return for the enjoyment of the Products from which the Purchaser has benefited.

In the event of re-sale of the Products, the Purchaser undertakes to pay immediately to the Supplier the part of the price still outstanding, or to notify the Supplier immediately so that it may claim the price from the third-party purchaser and the Purchaser undertakes to notify the sub-purchaser that the Products sold are subject to the application of a retention of title clause.

The authorisation to re-sell goods is automatically withdrawn if the Purchaser is in receivership or compulsory liquidation.

Where appropriate, the foreign Purchaser undertakes to carry out the formalities required for the validity of this clause as they are applied in its State (registration, etc.).

11- LIABILITY - INSURANCE

11.1. The Supplier is held liable for any direct damage caused to the Purchaser as a result of wrongdoing or negligence arising from the performance of this contract. The Supplier shall not be held liable for the damage resulting from:

- wrongdoing or negligence on the part of the Purchaser or any third party,
- the use by the Supplier of materials, technical documents, data and methods provided by the Purchaser or whose use was imposed by the latter.

It is expressly agreed that the Supplier's liability shall not extend to the compensation of any consequential loss caused by the Supplier as a result or on the occasion of the performance of these GTCSPS. Consequential loss should be understood for the purposes of this clause as any financial or commercial loss arising in particular from the loss of use of a right or an asset, interruption of a service or any loss of profits or data. The Purchaser warrants that its insurers and any third parties in contractual relationships with it shall not bring any claims against the Supplier and its insurers for such loss.

11.2. The Supplier is not held liable to the Purchaser on the basis of any failure in the safety of the Products, as soon as the goods concerned are used by the Purchaser mainly for professional purposes; this limitation of liability shall only apply to damage caused to goods used for professional purposes.

11.3. In any case, the total cumulative liability, all causes combined, incurred by the Supplier to the Purchaser under this contract shall not exceed the value of the contractual amount of the Product or Service giving rise to a claim.

Beyond this amount, the Purchaser waives all recourse and warrants that its insurers waive all recourse against the Supplier and its insurers.

For the use of the Products, the Purchaser must consult, if provided, the corresponding technical instructions and follow the indications given on the packaging. The Supplier is not liable for damage caused by natural wear and tear, external accidents or any use of the Product not specified by the Supplier in the technical instructions.

12- WARRANTY

The Products are guaranteed against any material or manufacturing defects for a period of 12 months from the date of delivery of the Products or the performance of the Service, in accordance with the warranty certificate that may be enclosed with the Products. Interventions under the warranty shall not result in any extension of its duration.

Under this warranty, the Supplier's sole obligation shall be, at its own discretion, to replace or repair the Product or component acknowledged as defective by the Supplier. Unless expressly agreed otherwise, any shipping costs are borne by the Purchaser.

This warranty shall not cover the following defects:

- defect due to negligence on the part of the Purchaser in handling, storing or installing the Products without complying with the seller's specifications and instructions and/or the rules of use,
- defect resulting from the repair or alteration of the Products by the Purchaser itself or by any third party without the prior written agreement of the Supplier.

At the end of the 12-month contractual warranty, a warranty extension may expressly be taken out by the Purchaser, and shall be the subject of a special agreement.

13- ANTI-CORRUPTION CLAUSE

The Purchaser hereby acknowledges and agrees to conduct its activities in compliance with all the laws and regulations proscribing corruption, bribery and influence peddling applicable to the business activities provided for in these GTCSPS, and in particular French Act no. 2016-1691 of 9 December 2016, known as the Sapin II Act, for the promotion of transparency, the fight against corruption and the modernisation of the economy.

The Supplier's Code of Business Conduct Governing the Fight Against Corruption and Influence Peddling is available on the Supplier's website at the following address: www.alroc.fr

14- COMPLIANCE WITH EXPORT CONTROL LAWS AND REGULATIONS

The Purchaser hereby acknowledges and agrees to comply with the financial or trade-related measures prohibiting or restricting trade in goods, technologies or services in certain countries taken by the international or European bodies.

In the event of re-sale of the Products, the Purchaser shall, at the Supplier's request, immediately provide any information on the end-customer or user of the Product, the place of destination and/or the intended use of the Product, as well as any existing rule restricting commercial exports.

15- PERSONAL DATA PROTECTION

Personal data collected from the Purchasers are electronically processed by the Supplier. They are saved in its Customers file and are necessary to process its order. These personal information and data are also retained for security purposes, in compliance with legal and statutory obligations. They shall be retained as long as necessary for the fulfilment of orders and any applicable guarantees.

The Supplier is the data controller responsible for processing the data. Access to personal data shall be strictly limited to the data controller's employees, authorised to process said data in the performance of their duties. The data collected may be shared with third parties bound to the company by a subcontracting agreement, without requiring the Purchaser's approval.

Third parties have only limited access to the data as part of the performance of their services and are required to use said data in compliance with the provisions of the law on data protection. Except as aforementioned, the Supplier shall not sell, rent or transfer the data or give access to it to third parties without the Purchaser's prior consent, unless required to do so by law.

If the data were to be transferred outside of the EU, the Purchaser shall be notified and the safeguards taken to secure the data (e.g. if the external provider joins the Privacy Shield, if clauses on data protection approved by the French Data Protection Authority (CNIL) are adopted, if a Code of Conduct is established, if it becomes certified by the CNIL, etc.) shall be specified.

In accordance with existing regulations, the Purchaser has a right of access, rectification, erasure and portability of the data related to it, as well as the right to object to the processing of such data on compelling legitimate grounds, rights it may exercise by contacting the Data Protection Officer (DPO) at the following address: rgpd@novarc.com.

If the Purchaser, after contacting the Supplier, considers that its "Computing and Freedom" rights are not respected, it may submit a complaint to the French Data Protection Authority – CNIL (3 Place de Fontenoy – TSA 80715 - 75334 Paris - Cedex 07).

16- FORCE MAJEURE

The occurrence of a case of force majeure under Article 1218 of the French Civil Code or one of the following events: strike, stoppage of production facilities, shortage of transport, fire, civil unrest, terrorist attacks, war, health crisis, and more generally, any event beyond the Parties' control that prevents them, even temporarily, from fulfilling their commitments, shall have the effect of suspending the fulfilment of the Parties' contractual obligations.

For example, if a case of force majeure prevents the Supplier from meeting deadlines for Product delivery or the performance of a Service, they shall be postponed in such a way as to increase the contractual deadline by a period equal to the time lost as a result of the case of force majeure. The Purchaser may not claim from the Supplier any indemnification or compensation of any kind for late performance caused by a case of force majeure.

17- CONFIDENTIALITY - INDUSTRIAL PROPERTY RIGHTS

The Supplier shall retain full and absolute ownership of all drawings, plans, studies, calculations, prototypes, models, engravings, photographs or any other medium provided by it, and these shall be strictly confidential.

The Purchaser is forbidden from reproducing or sharing them with any third parties without the Supplier's express agreement.

The sale price of the Product or Service Provision paid by the Purchaser shall not in any way assign any intellectual or industrial property rights or know-how belonging to the Supplier, and the Purchaser shall only have a right to use or sell the Products supplied, but not to reproduce them.

In the event of the sale of the Products by the Purchaser, the sub-purchaser must undertake to comply with this clause in the same way as the Purchaser, which guarantees such compliance to the Supplier.

18- UNFORESEEABLE CIRCUMSTANCES

These General Terms and Conditions of Sale and Provision of Services expressly exclude the legal provision of unforeseeable circumstances provided for in Article 1195 of the French Civil Code for all transactions involving the sale of Products by the Seller to the Purchaser. Therefore, the Supplier and the Purchaser each waive the right to avail themselves of the provisions of Article 1195 of the French Civil Code and the provision of unforeseeable circumstances set out therein, and undertake to fulfil their obligations even if the contractual balance is changed by circumstances that were unforeseeable at the time the contract was entered into, even if performance of said obligations would be unduly expensive, and to bear all the resulting economic and financial consequences.

19- SPECIFIC PERFORMANCE

By derogation from the provisions of Article 1221 of the French Civil Code, the Parties agree that if either Party breaches an obligation, the Party that falls victim to this breach may not seek specific performance.

The Parties also expressly waive the application of the provisions of Article 1223 of the French Civil Code.

20- EXCEPTION OF NON-PERFORMANCE

In accordance with Article 1219 of the French Civil Code, either Party may refuse to perform its obligation, even though it is required to do so, if the other Party fails to perform its obligation and if this non-performance is sufficiently serious, meaning it may prevent the contract from continuing or fundamentally change its economic balance. The suspension of performance will take effect as soon as the defaulting Party receives the notice of breach sent by the Party affected by the breach setting out the intention to apply the exception of non-performance, unless the defaulting Party remedies the breach by registered letter with acknowledgement of receipt or in any other durable written medium providing proof of sending.

However, in accordance with the provisions of Article 1220 of the French Civil Code, this exception of non-performance may not be used as a preventive measure.

21- JURISDICTION CLAUSE AND APPLICABLE LAW

In the event of any dispute, if no amicable solution is found within a reasonable period of time, the Party to act first may take the matter before the relevant court. All disputes shall be subject to the exclusive jurisdiction of the Commercial Court of Paris (*Tribunal de Commerce*), even in the case of the introduction of third parties or multiple defendants, and the applicable law shall be French law.

The application of the Vienna Convention is expressly excluded by the Parties.

22- LANGUAGE

These GTCSPS are written in French. Should they be translated into one or more languages, only the French version shall prevail in the event of a dispute.

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Company trade register (RCS) of Le MANS – Company registration no. (SIRET) 341 050 987

Intra-community VAT no. FR 77 341 050 987

Insurance contract (Civil Responsibility) no. 119.114

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