



## **GENERAL TERMS AND CONDITIONS OF SALE**

### **SCOPE OF APPLICATION AND OPPOSABILITY**

These General Terms and Conditions of Sale (hereinafter referred to as "T&Cs") shall apply to the sale of all products designed and manufactured by the Company DOURDIN SAS (hereinafter referred to as "DOURDIN"), to its customer (hereinafter referred to as "the Customer"), as well as to any dressing, cutting or shaping, or surface treatment performed on the products, except in the event of a written waiver signed by DOURDIN's management. Sales are reputed to have been concluded on the date on which the order is received by DOURDIN.

These T&Cs have been brought to the attention of the Customer, who accepts them, prior to this date. All orders imply the full acceptance of these T&Cs which shall prevail over all clauses and conditions on letters, dockets and slips, order confirmations, invoices and all correspondence from the Customer, with the exception of those which may be previously and expressly accepted by DOURDIN.

### **CONTENTS OF THE CONTRACT**

The following form part of the contract and are the sole contractual documents:

- These T&Cs;
- Where applicable, the specific conditions accepted by the two parties. This may include specifications provided by the Customer on condition of express and prior acceptance thereof by DOURDIN;
- The order accepted in any format, in particular by means of an order confirmation;
- The design work, proposals, quotes and estimations, and technical documents provided prior to the drafting of the contract and accepted by the parties;
- The delivery documents;
- The invoice.

### **SPECIFICATIONS – TENDER**

Any invitation to tender and/or any order submitted to DOURDIN shall be accompanied by a set of technical specifications or equivalent document comprising the specifications required and in particular the nature of the materials used and the processes which may already have been performed thereon. DOURDIN reserves the right to refuse an order where the technical specifications or equivalent document are incomplete or unclear or which do not allow DOURDIN, in its professional capacity, to meet the requirements of the Customer, in particular with regard to prototypes supplied by the Customer but of which the testing proves inconclusive.

DOURDIN's offer of good and services (quotes, proposals, etc.) shall not be considered binding unless it features an expiry date. Furthermore, any changes to the specifications or prototypes (in particular samples) submitted for testing by the Customer to DOURDIN may result in the revision of the offer.

### **OFFER - PROPOSALS – ORDER**

The prices featured in the quote and sales proposal provided by DOURDIN shall be valid for thirty calendar days. In order to be accepted, orders shall be submitted to DOURDIN in writing. So as to allow the drafting of the contract, DOURDIN may confirm these in any format.

DOURDIN reserves the right to refuse any order without justification. After the date of written confirmation, orders are deemed to be final and cannot be amended by the Customer. Orders submitted to DOURDIN may have the following characteristics: Either a "closed" order, specifying the quantities, price, delivery time and logistics conditions of the order. Or an "open" order.

Without prejudice to the conditions of Article 1304-2 of the French civil code, open orders are subject to the following conditions:

- They are limited to a certain period and for a certain volume;
- They define the characteristics and the price of products.

Upon conclusion of an open order, the minimum and maximum quantities and the delivery time are stated. The unit-price shall be determined based on the conditions agreed between the parties with regard to the volume of products ordered and the delivery time for the order.

DOURDIN reserves the right to ask the Customer to agree to a minimum order volume. The timing of the orders for delivery shall define the precise quantities and delivery times that fall within the scope of the open order for the duration thereof. If the amendments made by the Customer to the provisional estimated quantities of the schedule for the entirety of the open

order or orders for delivery deviate by more than 15% of the amount of the said estimates, DOURDIN shall assess the consequences of these variations.

In the event that an increase or decrease should be detrimental to DOURDIN, the parties agree to cooperate in finding a solution to the consequences of this variation. In case of an increase, the conditions, in particular with regard to delivery time, shall be reviewed and DOURDIN shall make every effort to satisfy the Customer's request with quantities and delivery times compatible with its capacities (production, transport, third-party suppliers, personnel, financial, etc.)

#### **CHANGES TO AND CANCELLATION OF ORDERS**

Any changes to the contract which the Customer may request shall be subject to express written approval by DOURDIN. The order constitutes express approval by the Customer, subsequent to which he can therefore not cancel the order without the express approval of DOURDIN. In any event, the customer shall compensate DOURDIN for any costs engaged (in particular for specific equipment, R&D costs, labour and materials costs, tools and tooling) and for any direct or indirect consequences which may arise from the cancellation of or substantial changes to the order. Furthermore, any advance payments already made shall be retained by DOURDIN.

#### **PRICE**

The price shall be invoiced by DOURDIN on the basis of its offer. If a quote is not itemised, DOURDIN shall set the price according to its own data and criteria and the Customer shall pay the price on this basis.

The price corresponds only to the products and services specified in the offer.

A fixed fee may be invoiced by DOURDIN in the form of a minimum invoice.

The prices are established as part of the quote and proposals provided by DOURDIN, excluding taxes in euros and "ex-works", excluding all accessory costs such as carriage, delivery costs, packaging, special inspections, certificates of conformity, insurance, taxes, etc.

In the case of recurring orders the differences in the nature, the quality or the presentation of the raw materials or units shall result in a renegotiation of the price.

Where a contractual formula for price reviews should be available, an additional invoice to that made at the time of delivery shall be issued according to the date of publication of the index. Furthermore, open orders are liable to changes in price as a result of increased costs. It is also agreed that the fixed prices may rise or fall according to the price of raw materials.

A supplementary invoice to that issued at the time of delivery shall be issued according to the date of publication of the index and shall be payable under the same conditions as those described below.

#### **PAYMENT**

All first orders are payable in full at the time of the order.

Invoices issued by DOURDIN are payable within thirty calendar days of the invoice date.

The authorised payment method is bank transfer.

Payments shall be made in euros unless otherwise specified in the contract.

#### **LATE PAYMENT**

Any sums outstanding at their due date shall automatically and without prior notice result, from the day following the payment date mentioned in the invoice, in the payment by the Customer of late penalties corresponding to the legal interest rate applied by the European Central Bank to its most recent refinancing operation plus ten (10) percentage points. In accordance with Articles L441-10 and D.441-5 of the French Commercial Code, any late payment shall furthermore result in Customer's obligation to pay a fixed debt-recovery fee. An additional fee may be demanded, subject to justification, where debt-recovery fees engaged are greater than the fixed fee. Furthermore, the Customer shall reimburse all fees engaged by the enforcement action for the recovery of the sums due, including legal and judicial fees. This shall be without prejudice to any other fees which may be claimed.

In case of late payment, DOURDIN may exercise its right to withhold all units and tooling in its possession (products entrusted to it or manufactured or in the process of being manufactured and related supplies, moulds, tools, etc.) and proceed to suspend deliveries or cancel orders in progress. In case of staggered payment, DOURDIN may also request payment of other instalments.

While DOURDIN may invoke one or both of these conditions, this does not remove its right to implement the retention of title clause.

#### **COMPENSATION FOR PAYMENTS – AUTOMATIC DEDUCTION – PENALTIES**

The Customer cannot automatically debit, issue debit notes, demand credit notes or automatically invoice DOURDIN for a debt that is not certain, liquid and due, even if DOURDIN should be able to verify the existence of the corresponding claim, in particular, in application of Article L442-1, 3° of the French Commercial Code.

Any automatic debit shall constitute an unpaid debt and shall result in measures applicable to late payment. Only compensation made under the conditions stated by the law are possible.

#### **CHANGES TO THE CUSTOMER'S SITUATION**

In the event of a deterioration in the Customer's financial situation as supported by financial information and certified by a delay in payment, or where the financial situation differs from that at the time of the order, delivery shall only be made against a cash payment.

In the event of the sale, transfer, pledging or incorporation of the Customer's business or a significant part of its assets, as well as in the event of failure to comply with the payment terms, or in the event that the Customer's company is transferred to a competitor of DOURDIN or should a competitor acquire a share in the Customer's capital, DOURDIN reserves the right, without notice:

- To declare the forfeiture of the term and consequently the immediate payment of the sums still due for any reason as may be;
- To suspend all orders, deliveries or processing;
- To declare the cancellation of all current contracts and to retain the advances received, the tools and parts held, until the outstanding payments should be settled.

#### **DELIVERY - DELIVERY TIME - TRANSPORT - AVAILABILITY OF THE ORDER**

DOURDIN shall make every effort to comply with the delivery time indicated in the confirmation of the order. Compliance with the delivery times depends on the availability of the materials from suppliers. DOURDIN shall inform the Customer of any delay that may affect the delivery on the scheduled date.

Should DOURDIN notify the Customer of a delay in delivery of less than ten (10) days this shall not give rise to any reduction, compensation or penalty.

In any event, timely delivery can only be achieved if the Customer is up to date with his obligations to DOURDIN for whatever reason. DOURDIN's liability can in no way be engaged in case of delay or suspension of delivery as a result of the Customer's actions.

Finally, DOURDIN cannot be held liable for late delivery as a result of force majeure as defined by Article 1218 of the French Civil Code. Furthermore, the occurrence and continuation of a health crisis whose effects may disrupt deliveries, even if such a crisis and/or its effects do not meet the conditions of force majeure, may constitute a cause for exemption in the event of late delivery.

Unless otherwise stated, delivery charges are the responsibility of the vendor. Even where DOURDIN's products are sold with free delivery, they remain at the risk of the recipient regardless of the mode of transport. DOURDIN declines all responsibility for losses of any nature as well as for delays that the delivery of products may suffer during transport. Irrespective of the mode of transport applicable, proof of delivery (given to the shipping company appointed by the Customer) shall be supported by a copy of the delivery slip and/or the CMR waybill.

Should DOURDIN notify the Customer of the availability of the order for collection, the Customer shall collect the order from DOURDIN's warehouses within fifteen (15) days of receipt of the said notification. After this period, DOURDIN reserves the right to invoice the Customer for warehousing costs, without prejudice to other requests DOURDIN may make to this end. The order shall be held at the Customer's own risk and DOURDIN can in no way be held liable for any damage, loss or theft which may occur to the goods being the subject of the order.

After a period of sixty (60) days from the date specified for collection DOURDIN reserves the right to dispose of or destroy the order on condition of notifying the Customer of its intention. In any event, the parties understand that the delivery of products, including within the scope of an open order, cannot be made in the absence of an order made in advance and in the correct manner by the Customer.

#### **GUARANTEE**

All information, recommendations or descriptions relating to DOURDIN's products and services are based on extensive research and are given in good faith. The Customer shall ensure that the characteristics of the products and services ordered correspond to his requirements and absolves DOURDIN of all responsibility to this end.

The Customer shall perform all necessary inspections and tests of the products prior to use to ensure their compatibility.

DOURDIN cannot be held liable for the improper use, storage, application or assembly of the products, nor any use thereof without having performed prior inspections and testing required for their use and the intended industrial use, nor for any direct or indirect damage which may result.

Claims arising from non-compliant or faulty goods can only be accepted if DOURDIN is notified thereof in writing within 3 working days of receipt of the goods by the Customer. Claims for hidden defects shall be notified to DOURDIN within 90 days of receipt of the products.

DOURDIN shall replace free of charge any product that is found to have been delivered with a defect. Submission of claims against DOURDIN does not remove the Customer's obligation to payment.

Where DOURDIN supplies the materials as well as its labour and can be considered as a manufacturer and vendor of specific products based on specifications, and notwithstanding Articles 1641 and subsequent of the French Civil Code, in accordance with Article 1643 of the said Civil Code, should DOURDIN be unaware of the item's defects and the Customer is a professional of the same speciality, no guarantee in respect of hidden defects can be granted.

Drawings, films, plates, screens, cutting and injection tools entrusted to DOURDIN shall be kept at DOURDIN's workshops and stores at the Customer's own risk. As custodian, DOURDIN shall take the same care in the custody of the aforementioned equipment as it would for its own property without this custody creating any obligation for results. The Customer

acknowledges that any wear and/or deterioration that may reduce the value occurs in good faith and shall therefore not engage the responsibility of DOURDIN.

To this end, DOURDIN is not required to provide insurance against damage or loss, against the risk of deterioration, or as a result of accidental-, fire- or water damage. No representative or agent of DOURDIN is authorised to give any guarantee other than those mentioned herein. In accordance with Article 1245-14, Paragraph 2 of the French Civil Code, DOURDIN's responsibility cannot be engaged for defective products resulting in damage caused to property used by the Customer in the context of its business. In any case, DOURDIN's liability is limited in any event to the contractual price of the Products being the subject of the claim.

#### **CONDITIONS OF PERFORMANCE**

DOURDIN undertakes to carry out its work in accordance with the contract and in compliance with the industry standards, according to the conditions and guarantee specified herein.

To satisfy its obligations, and with the Customer's approval, DOURDIN reserves the right to destroy units intended for adjustment or quality control either during or subsequent to manufacturing.

While units should be in the possession of DOURDIN and in particular during the completion of the job, DOURDIN's responsibility subject to Articles 1789 and subsequent of the French civil code.

Unless expressly agreed otherwise, DOURDIN's liability is limited to the loss of its work for lost or damaged parts where a serious breach of the Company's duty of care, or lack of skills or due diligence required for work of this nature should be proven.

Pursuant to Article 1790 of the Civil Code, if materials supplied to DOURDIN should have hidden defects, or may have deteriorated or been damaged due to poor quality, the cost of the processes or coating carried out by DOURDIN shall be borne by the Customer.

More generally, where raw (untreated) units supplied by or specified by the Customer should show faults in their configuration or material DOURDIN cannot be held responsible for deterioration suffered for these units and may invoice the Customer for all costs associated with the faults identified.

#### **CONDITIONS FOR ACCEPTANCE**

If acceptance is expected, the conditions shall be specified by agreement of the parties prior to the order.

#### **CLAIMS- RETURNS**

Claims shall be made in writing immediately upon discovery of the said fault.

Claims shall not authorise the Customer to undertake, or to have undertaken on his behalf, the repair of the units in question except with express written permission from DOURDIN.

Products shall be returned within eight (8) days of acceptance and subject to DOURDIN's express permission.

Returned products shall be in the same condition as at their dispatch, in their packaging and accompanied by information such as allows their identification. Returns shall be sent to an address indicated by DOURDIN at the Customer's own cost. Upon receipt of the returned items and following analysis thereof, DOURDIN shall notify the Customer of the action to be taken regarding their claim. In any event, no debit note or request for a credit note shall be issued by the Customer in respect of the sending of his claim.

#### **FORCE MAJEURE**

Cases of force majeure as defined in Article 1218 of the French Civil Code and interpreted by jurisprudence may prevent the performance of its obligation by the debtor.

The debtor of the obligation who wishes to invoke force majeure shall inform the creditor of the obligation at the earliest possible opportunity. The performance of the obligation shall be suspended for the period affected by force majeure. However, if the said period should exceed 60 consecutive days from its occurrence, each party may notify the other of its decision to terminate the order or orders concerned.

#### **RETENTION OF TITLE**

In the event that DOURDIN supplies the materials and labour and can therefore be considered as a manufacturer and seller of specific products according to specifications, it is stipulated that the transfer of ownership shall only happen upon full payment of the sums due.

However, upon delivery of the products the Customer shall be responsible for their insurance, and storage under suitable conditions. Furthermore, in case failure of payment when due, DOURDIN may retain the products and cancel the sale as described above.

It is understood by the Customer that cheques, banker's drafts or cashier's cheques shall not be considered to be payment until such time as cleared funds are deposited in DOURDIN's account. Until that time, the clause relating to retention of title shall remain in force. Until full payment is made, the Customer undertakes to refrain from the modification, transformation or incorporation of the products, as well as the resale or pledging thereof at risk of immediate action by DOURDIN.

#### **APPLICATION OF THE LAW ON THIRD-PARTY CONTRACTS**

Should the contract concluded form part of a chain commercial contracts as described by French law N° 75-1334 of December 31, 1975, the Customer undertakes to have DOURDIN accepted by its own customer. Furthermore, the Customer undertakes to have DOURDIN's payment conditions accepted by the latter.

Where the Customer is not the end customer he undertakes to ensure that the latter complies with aforementioned law. DOURDIN reserves the right to demand from the Customer at any time proof of compliance with these conditions. In accordance with Article 3 of the said law, absence of presentation or approval may result in the Customer being unable to invoke the contract against DOURDIN.

This inability in particular concerns claims arising from non-compliance with the specifications. However, in accordance with the said Article, the Customer remains bound to DOURDIN as its contractor in the performance of its contractual obligations. Furthermore, should the Customer be aware of the existence of a third-party supplier it is the duty of the former to notify the latter of their legal obligations. Failure to do so will engage the Customer's liability under Article 14-1 of the said law.

Within the scope of these T&Cs, the aforementioned law is considered to be the standard international law applicable via the Customer to end customers, regardless of the country in which they are established.

#### **INTELLECTUAL PROPERTY, CONFIDENTIALITY**

DOURDIN remains the sole and exclusive holder of intellectual property rights and knowledge connected with tools and tooling, production sequences and processes that it may use, as well as all rights attached to its creations, techniques, methods, processes, tools and files and any other protected element made available to the Customer within the scope of the manufacture of products.

The total or partial contribution of the Customer to the cost of tooling shall not constitute the transfer of ownership for the tooling, nor the transfer of intellectual property and knowledge attached thereto.

Any documents shared with the Customer and, in particular, technical documents, are confidential and the Customer undertakes to ensure the utmost confidentiality over the information contained therein.

In any event, should the Customer provide DOURDIN with elements protected by intellectual property rights for the performance of the requested services, it guarantees (i) that it holds the said rights, and (ii) that the elements provided constitute no infringement, comply with legislation in force and do not infringe the rights of third parties in general. Consequently, the Customer guarantees DOURDIN against any legal action for infringement, unfair competition or any other action, which may be brought against it for any reason as a result of elements supplied by the Customer.

In such a case, the Customer undertakes to meet all costs incurred by DOURDIN in its defence, including legal fees, costs and damages, and all other fees not included therein and for which DOURDIN may be ordered to pay by the court, as a result of elements supplied by the Customer.

#### **APPLICABLE LAW - ATTRIBUTION OF JURISDICTION**

THE APPLICABLE LAW IS FRENCH LAW WITH THE EXCEPTION OF THE UN CISG.

IN THE EVENT OF A DISPUTE, CONTESTATION OR DISAGREEMENT OF ANY KIND, DOURDIN AND THE CUSTOMER SHALL WORK TOGETHER TO REACH AN AMICABLE SOLUTION PRIOR TO ANY LEGAL ACTION.

IN THE ABSENCE OF AN AMICABLE SOLUTION, ANY DISPUTE, CONTESTATION OR DISAGREEMENT OF ANY NATURE ARISING WITHIN THE SCOPE OF THE RELATIONSHIP BETWEEN DOURDIN AND THE CUSTOMER, IN PARTICULAR THOSE RELATING TO THE T&Cs, CONTRACT OR ANY CONTRACTUAL DOCUMENT CONCERNING IN PARTICULAR ITS FORMATION, CONCLUSION, VALIDITY, INTERPRETATION, EXECUTION, NON-EXECUTION, TERMINATION, RESOLUTION OR CANCELLATION FOR ANY REASON WHATSOEVER SHALL BE FINALLY AND EXCLUSIVELY SETTLED BY THE COURTS WITHIN THE JURISDICTION OF THE COURT OF APPEAL OF DOUAI, FRANCE, NOTWITHSTANDING THE PLURALITY OF DEFENDANTS OR APPEALS, EVEN FOR EMERGENCY OR PROTECTIVE PROCEDURES OR BY APPEAL.