

# GENERAL TERMS OF SALE

## Article 1. Enforceability

1.1 These general terms of sale apply automatically to all sales of products (hereinafter "Products") and any performance of services (hereinafter "Services") by any company member of Marle International Holding Group (hereinafter "COMPANY") to any purchaser (hereinafter the "Client") which approves and acknowledges being fully aware of them and thereby forfeits the right to cite any contrary document including its own conditions of purchase. Products and Services are hereinafter called "Subjects of the Order". Consequently, the placing of an order implies the acceptance and full compliance without reservation of the Client with these general terms of sale, to the exclusion of all other documents of the Client or COMPANY such as brochures, catalogues etc, which are only indicative. No document other than these conditions can create obligations for the parties or derogate from these conditions unless they are signed in writing by the parties or are mentioned in the accepted order or in special conditions under Article 2.

1.2 The Client agrees that COMPANY may subsequently and reasonably change the present general conditions and that their relationship will at all times be governed by the conditions in force at the day of the order.

## Article 2. Conclusion of contracts

2.1 All orders must be placed in writing (by email, fax or letter) and mention the desired delivery address, billing address, order number, order date, references, amount and the specifications for the Subjects of the Order. An order containing incomplete or incorrect information could result in errors or delays that could not be attributed to COMPANY. Orders that are sent to COMPANY are only accepted and the contract only concluded through the issue of a sales order acknowledgement of receipt by COMPANY.

The invitation to tender or the Client's order must be accompanied by a technical specification which lays down the specifications for the Products to be manufactured, and the nature and manner of inspections, checks and tests required for their acceptance.

2.2 In the event of quotations, the technical and commercial offer made by COMPANY is an offer to contract (hereinafter "Special Conditions"). Special Conditions without time limit of acceptance are not binding. The same shall apply in all cases where the Client makes changes to the technical specifications or to the sample products which may be submitted to it by COMPANY.

The contract is only concluded through the acceptance by COMPANY of the Client's firm and final order under the provisions of Article 2.1 here above.

The profit of the order is personal to the Client and cannot be transferred in any manner whatsoever without the prior written consent of COMPANY.

2.3 The Client may not in any event by its own action cancel or modify the contract concluded under this Article (hereinafter the "Contract"). In any event, any Contract duly concluded must be paid for on the agreed date.

## Article 3. Services

3.1 In the context of the performance of Services, the obligations of COMPANY will derive exclusively from the Service that has been entrusted to it.

3.1.1. Study - Drawing - Design. The Client may order from COMPANY technical feasibility study services prior to purchase by the Client of COMPANY's Products. This Service may result in particular in the performance of tests/production of prototypes.

COMPANY will issue a quotation for these Services under the conditions provided for in Article 2 above. COMPANY may make recommendations throughout the provision of the Service, in particular regarding the choice of equipment that will make it possible to achieve the required performance. These recommendations are provided for information only and the Client cannot hold COMPANY liable on their account.

3.1.2. Other Services

Any additional Service provided by COMPANY will be described in the Contract and be invoiced under the

terms and rates of COMPANY in force when the order is placed.

If necessary, COMPANY will send a detailed quotation to the Client.

3.2. Unless otherwise agreed, the Services are performed and delivered FCA (Incoterms 2020) in the facilities of COMPANY. If COMPANY does not meet the deadlines indicated, this cannot result in any change in the price and/or terms of payment of the Service. Moreover, and in any case, the Client can never hold COMPANY liable if late delivery is due to the Client's negligence in providing the elements needed by COMPANY to carry out its mission.

## Article 4. Moulds, tooling, dies and components

4.1. Dies, tooling and moulds from COMPANY:

Except otherwise stated in Specific Conditions, dies, tooling, moulds used for the completion of the Services and/or for manufacturing the Products remain the sole property of COMPANY. Any payment related to dies, tooling and moulds constitutes a right of exclusive use for the Client and this payment covers the costs of conservation and maintenance of these dies, tooling and moulds. In case of absence of orders during three (3) years, COMPANY is entitled to end the conservation of the considered dies, tooling and moulds.

4.2. Tooling, moulds and components from the Client:

When supplied by the Client, any mould or tooling must be clearly marked with assembly or usage marks or labels and must be provided free of charge at the site specified by COMPANY.

The Client assumes responsibility for their perfect conformance with the drawings and specifications.

At the Client's request, COMPANY may verify such conformance and reserves the right to invoice the cost of these operations. If COMPANY deems it necessary to make changes to the tools provided or recommended by the Client to ensure good execution of Products, COMPANY shall notify the Client and propose changes under the provisions of Article 2.2.

Components provided by the Client, intended to be integrated into the Products, are in all respects the sole responsibility of the Client and must be flawless. They are delivered free of charge and with free delivery to COMPANY and in sufficient quantity to take account of the normal risks/hazards of production.

## Article 5. Products

5.1. Sample parts, inspection and acceptance

For series orders, the Client may request the manufacturing of sample products which are submitted by COMPANY for acceptance after all necessary inspections and tests. This acceptance must be sent by the Client to COMPANY, by any written or electronic means of communication.

In any event, and even in the absence of acceptance, the nature and scope of the inspections and tests necessary, the standards and severity classifications concerned, as well as tolerances of any kind, must be specified in the drawings and specifications which shall be mentioned in the Contract.

In the case of the execution of complex products or products assembled by COMPANY, the parties shall agree on the boundaries of each of the components and on the extent and nature of the transition zones. The Client shall specify in its invitation to tender and its order the inspections it has decided upon, which parts of the Products that require inspection and the severity classifications which apply.

Inspections and tests deemed necessary by the Client are conducted at its request by COMPANY itself or by a third-party laboratory or organization. The nature and scope of these inspections and tests should be specified in the Contract.

Except otherwise stated in the Contract, the price of the inspections and tests is distinct from that of the Products.

Unless specified otherwise in the Contract, acceptance takes place at the COMPANY's premises indicated in the Contract, at the Client's expense, at the latest within one week of availability for acceptance notification being sent by COMPANY to the Client or the agency responsible for

this acceptance. If the Client or the agency fails to act and after a notice from COMPANY remaining ineffective after fifteen days of being sent, the elements are deemed accepted and COMPANY has the right to deliver and invoice them.

In all cases, these inspection and acceptance procedures are carried out in accordance with the appropriate standards, in accordance with the conditions defined by the plans and technical specifications, in accordance with the Contract.

5.2. Delivery

5.2.1 Unless otherwise provided in the Contract, the Products are delivered to the Client on Incoterms (ICC 2020) FCA at COMPANY's address indicated in the Contract. Transport of the Products is performed at the risk of the Client.

Therefore, if COMPANY organises the transport to the place indicated on the Contract, COMPANY acts only as an agent for the Client. Shipping fees will therefore be invoiced in full to the Client.

If the Client is late in collecting the Products or providing transport or shipment information, COMPANY shall be entitled to store the Products at the Client's expense and risks. After expiry of one month from the date of issue of the collection notice, COMPANY shall be entitled to charge the Client a monthly storage fee of 0.5% of the total invoice amount subject to surcharges in the event of cost increases.

5.2.2 Except stated otherwise, delivery dates are indicative and the Client will not be entitled to claim on this basis the cancellation of orders, penalties or compensation and/or refusal of payment of the price or instalments under the Contract. In the case of export sales, the various permissions (import licence, authorisation currency transfer...) must have been obtained prior to any delivery by the Client.

In case of a firm deadline mentioned in the Contract, delivery time will automatically be prolonged if the Client does not provide COMPANY within the agreed schedule the necessary information for the execution of the Contract and more generally if the Client does not comply with its own obligations within the agreed schedule.

5.2.3 If the Client, on delivery, finds obvious defects (missing items or damage) going beyond reasonable tolerance in accordance with industry practice, it will immediately notify its reservations to the carrier on the delivery documents, even if shipment was made at the risk and expense of COMPANY. These reservations must be confirmed to the carrier by registered letter with acknowledgment of receipt or by any other appropriate written means no later than three (3) business days after delivery in France and seven (7) business days in other countries. A copy of this letter shall be sent to COMPANY.

5.3. Quantities

In the case of series production, a tolerance of  $\pm 10\%$  between the quantity of a Product ordered and the quantity delivered is standard industry practise and must be accepted by the Client.

## Article 6. Prices and payment

6.1 Prices of Services and Products are given in the Contract

Except otherwise specified, the contract prices are per unit. Prices are subject to change in particular because of fluctuations of price of raw and auxiliary materials, fuel and/or oil or labour costs and/or other costs associated with the order. COMPANY will inform the Client of this. The prices as modified will be applicable to future orders of the Client.

Prices do not include taxes, are, unless otherwise specified, in the currency of COMPANY and on Incoterms (ICC 2020) FCA at the COMPANY's address indicated in the Contract.

6.2 All invoices issued by COMPANY are payable at its address indicated in the Contract, net, within a deadline which, unless otherwise provided in the Contract, is 30 days from the date of issuance of the invoice. Unless otherwise provided in the Contract, no discount is due by COMPANY in the event of advance payment.

## GENERAL TERMS OF SALE

COMPANY reserves the right to adapt the terms of payment applicable to the Client's financial situation and/or make the performance of current orders subject to the provision of additional guarantees or advance payment for the Subjects of the Order.

The Client may not allege any reason whatsoever to extend or change the terms of payment, including a dispute over the quality or non-compliance of the Subjects of the Order or late delivery.

Any invoice that is due but not paid in its entirety by the Client will automatically impose on the latter, without any notice of default being required:

- a lateness penalty at the interest rate applied by the European Central Bank to its most recent refinancing operation plus ten percentage points,
- the payment of an indemnity of € 40 payable in respect of recovery costs,
- the immediate payment of all invoices not yet due
- payment before any delivery of Contracts.

COMPANY will also have the right to cancel orders, without prejudice to claiming damages and/or termination of the Contract.

Finally, the payments of the Client, regardless of their original allocation, shall first be charged to the invoices of COMPANY that correspond to Products that have been used or sold by Client.

### Article 7. Warranties - Liability

7.1. COMPANY's offer as provided in the Contract is based solely on the specifications provided by the Client. The Client is deemed to be completely familiar with the Subject of the Order that it acquires and acknowledges that it has been able to obtain information related to the Products ordered and that it has understood that information. The Client, solely, determines the destination and use of the Products. Any Client's request to change the specifications in relation to the offer made by COMPANY will be made at the sole responsibility of the Client. Similarly, any incomplete specifications could lead to errors that can never be attributed to COMPANY. COMPANY can under no circumstances be held liable to the Client when the Subjects of the Order are consistent with the Client's specifications as stated in the Contract. The Client is also responsible for implementing and installing the Products in accordance with the standards, good practice and safety regulations of the country of destination.

If Client submits a complaint about the delivered Products, COMPANY reserves the right to examine these.

### 7.2 Guarantee

Some of the Products are covered by a contractual warranty as indicated in the Contract.

If so, COMPANY guarantees the compliance of the Products with the Contract, under the conditions and within the limits hereinafter.

In any case, the warranty does not apply to defects or faults arising from:

- goods supplied by the Client,
- changes to the specifications, or design flaws of Products required by the Client,
- unforeseeable circumstances or force majeure,
- normal wear and tear of the Products,
- negligence, including but not limited to the storage of the Products,
- use of Products not in accordance ~~for~~ with their intended purpose or not with the conditions for use contained in the technical documentation, or failure to comply with any requirements of COMPANY or any practices, laws and regulations in force,
- repairs, alterations, modifications or interventions performed on the Products without the prior written consent of COMPANY,
- failure in the implementation of the process for using the Products or failure to maintain the Products.

The guarantee, unless otherwise stipulated in the Contract, applies only to defects which become apparent

within a period of six months from the date of delivery as defined here above.

Replacement Products and/or repaired Products are guaranteed under the same terms and conditions as the original Products, and for a further period of six months.

To be entitled to claim the guarantee, the Client must notify COMPANY without delay and in writing of the defects attributed to the Products and provide all appropriate documentation of their existence. It shall enable COMPANY to verify such defects and correct them.

Defective Products are replaced by COMPANY after the Client has returned them to it at the expense of COMPANY. If it appears that the cause of the fault lies in one of the cases referred to in this Article, the cost of transporting the Products will be re-invoiced in full to the Client.

### 7.3 Liability

COMPANY assumes no other guarantee obligation than that stated above.

In particular, COMPANY can never guarantee performance or the suitability of the Subjects of the Order for a particular purpose, if this point is not expressly mentioned in the Contract and if it does not explicitly specify such a guarantee.

In the event of doubt about the interpretation of a clause or in the absence of a reference to determine the precise extent of the obligations of COMPANY, the Client acknowledges that the obligations of COMPANY will be understood as obligations of means. COMPANY may at any time block an action for damages by the achievement of compliance or replacement of a defective or non-conforming Subject of the Order.

IN ANY CASE, SUBJECT TO THE CASE OF WILFUL MISCONDUCT, IN NO EVENT WILL THE LIABILITY OF COMPANY EXCEED THE AMOUNT PAID BY THE CLIENT IN CONSIDERATION OF ITS OBLIGATIONS.

Unless otherwise provided in the Contract, COMPANY will not be liable for loss or damage to the materials or products which are entrusted to it, unless it is found that there has been a serious breach of the rules of prudence and diligence normally required for the implementation of the process for using the Products.

COMPANY will in no event be liable for any consequential and/or indirect damages, including but not limited to loss of business, loss of customers, commercial loss or damage to brand image, resulting from the possession or use of the Subjects of the Order.

Any dispute by the Client in respect of the proper execution by COMPANY of its contractual obligations must be substantiated and be the subject of a registered letter with acknowledgment of receipt addressed at the latest within a year of the alleged breach. Failure to do so constitutes a waiver by the Client of the right to complain about the proper performance by COMPANY of its contractual obligations.

### Article 8. Retention of ownership

TRANSFER OF OWNERSHIP OF SUBJECTS OF ORDER TO THE CLIENT IS SUBJECT TO THE ACTUAL PAYMENT OF THEIR FULL PRICE IN PRINCIPAL, INTEREST AND ACCESSORIES.

The Client undertakes to ensure that the Products delivered are at all times identifiable after delivery. Products in stock are deemed to be unpaid Products. In the event that the Products concerned have been resold by the Client, COMPANY expressly reserves the right to the sales price not yet paid by the purchaser for the full amount of debt on its claim against the Client.

### Article 9. Privacy Policy - Intellectual Property

Except if otherwise provided, the Contract does not entail any assignment whatsoever of the intellectual property rights attached to the Subjects of the Order performed for the Client. All plans, documents and technical data, records, samples or other documentation delivered to one party by the other in connection with the performance of the Contract by COMPANY and, where appropriate, the intellectual property rights associated with them will remain the exclusive property of the disclosing party. The receiving party may not therefore

communicate them to third parties without the prior consent of the other party.

The Client guarantees COMPANY that it owns the property of all plans, drawings, projects and any other documents it sends to COMPANY and that they are not counterfeiting rights of any third party.

Except otherwise agreed in Special Conditions, the Client authorizes COMPANY to use its name and logo as a commercial reference.

### Article 10. Force majeure

In the first instance, any case of force majeure will suspend the obligations of the parties. On the occurrence of such an event, the parties will endeavour in good faith to take all reasonable steps to continue the Contract. If the force majeure persists for more than 60 days, the Contract may be terminated on the initiative of either of the parties, without any right to compensation on either side.

The following are expressly regarded as cases of force majeure: lockout, strike, epidemic, pandemic, embargo, accident, breakdown of machinery or equipment, interruption or delay in transportation, fire, storm and other natural disasters, inability to procure supplies or defects in raw materials, or any other event beyond the control of COMPANY, leading, in particular, to total or partial stoppage in COMPANY, its suppliers or subcontractors, or making production impossible or unreasonably expensive or the total or partial blockage of means of communication, including networks.

### Article 11 - Cancellation

COMPANY is entitled to terminate the Contract by rights, by registered letter with acknowledgement of receipt:

- in case of non-performance by the Client of all or part of its obligations, in particular its obligation to pay, thirty days after issuing formal notice by registered letter with acknowledgement of receipt, to no avail;
- in case of a deterioration in the Client's financial or commercial situation, that may result in non-payment.

In the event of cancellation of the Contract, COMPANY shall be released from its obligation to deliver. It shall return any amounts paid by the Client for orders not yet filled, unless the cancellation is due to an offence by the Client.

COMPANY shall not be required to pay any compensation to the Client.

### Article 12 - Tolerance - Severability

If COMPANY does not require performance at a given time of any of the provisions of the present General Terms, it cannot on any account be deemed to have waived its right to require performance subsequently, in particular if it does not request an overdue payment.

If one of the clauses is cancelled, this does not affect the validity of the other clauses hereof.

### Article 13. Settlement of disputes

13.1 All provisions contained in these general conditions and all contractual transactions contemplated in them are subject to the national law in force in the country of COMPANY receiving the order, to the exclusion of any international convention.

13.2 FOR ANY DISPUTE ARISING FROM THE OPERATIONS REFERRED TO IN THESE CONDITIONS, EVEN IN THE EVENT OF MULTIPLE DEFENDANTS, CALL IN GUARANTEE OR INTRODUCTION OF THIRD PARTIES, THE COMMERCIAL COURT OF THE COMPANY'S REGISTERED OFFICE WILL HAVE EXCLUSIVE JURISDICTION.

### Article 14 - Proof

In case of a dispute, the parties agree to accept faxes and emails as original documents that may be used as evidence, and undertake not to contest this means of proof, unless they dispute their authenticity.

A complete copy of the Group Terms of Sale can be found at [www.marlegroup.com](http://www.marlegroup.com).