

BONTAZ GENERAL TERMS AND CONDITIONS OF SALE OF PARTS

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1 - Scope

Any purchase order for BONTAZ parts (hereinafter the "Products") implies the Customer's full and unreserved acceptance of these General Terms and Conditions of Sale which prevail over any other Customer document and in particular over all general terms and conditions of purchase, unless otherwise expressly agreed by BONTAZ.

Any document other than these General Terms and Conditions of Sale, including catalogues, prospectuses, advertisements and notices, has an informative and indicative value only and nature and shall not be contractual. BONTAZ reserves the right to derogate from certain clauses of these terms and conditions, depending on the negotiations carried out with the Customer, by establishing special terms and conditions of sale.

2 - Precontractual information

The Products produced and sold by BONTAZ are either part of a pre-existing Product or of a specific Product created or adapted in consultation with the Customer. When the Customer requests the characteristics of one Product rather than another, it is Customer's responsibility to disclose all necessary and/or useful information to enable BONTAZ to properly advise the Customer.

3 - Orders

Sales shall be deemed to be completed only once the purchase order has been expressly accepted in writing by BONTAZ, without reservations. If there are reservations, they shall be considered to be fully accepted by the Customer if the Customer has not expressly dismissed them in writing within 5 (five) working days of their transmission to the Customer by BONTAZ.

4 - Prices

Product prices are quoted exclusive of tax and may be revised by mutual agreement. Unless otherwise specifically agreed by BONTAZ and the Customer, the prices are considered FCA according to the ICC's 2020 Incoterm. They are calculated net, without advance payment discount, and are payable under the terms defined by BONTAZ and the Customer. They are fixed on the basis of the laws, regulations, practices, taxes and duties in force on the date the sale is finalised.

5 - Deadlines

The delivery time is always indicative. It is Customer's responsibility to manage its Products stock appropriately in order that a delay in delivery of the Products does not cause Customer's stopping production. In any case, the Customer and BONTAZ shall inform each other immediately of any delay in delivery of the Products observed by them, in order that BONTAZ could take all necessary steps to minimise the consequences of said delay.

In the event of a delay exclusively attributable to BONTAZ, BONTAZ shall only be liable to the Customer for compensation for duly proven direct and personal injury up to a maximum of 5 (five) % of the value of the delayed Products, excluding VAT. Payment of such liquidated damages releases BONTAZ from any other compensation due to the consequences of the delay.

6 - Delivery

Unless otherwise agreed by BONTAZ and the Customer, the place of delivery is Ex Works BONTAZ. The risk of loss or deterioration of the Products shall pass from BONTAZ to the Customer at the time the Products are made available by BONTAZ to the Customer.

It is the Customer's responsibility and/or his representatives, agents, suppliers or sub-contractors to take delivery at the contractual place and time. Taking delivery consists of taking physical possession of the Products and checking the apparent good condition and the apparent consistency of the Products with the description in the order and the accompanying documentation.

In the event of apparent non-conformity of the delivery, the Customer is responsible for making any reservations in writing or refusing the Products as soon as possible and at the latest within 3 (three) working days of delivery. If no reservations are made within this period, the delivered Products shall be deemed accepted by the Customer and the Customer shall no longer be granted to invoke any apparent defects or missing goods.

7 - Retention of title and risks

The transfer of ownership of the sold Products is deferred until the Customer has paid their price in full. However, the Customer shall assume the risks as soon as the Products have been made available to the Customer. If payment is not made on the due date, BONTAZ reserves the right to take back the delivered Products. This right of repossession may be exercised without distinction on all Products sold by BONTAZ and still in the Customer's possession, up to the amount still outstanding.

8 - Payment

Unless otherwise agreed by the Customer and BONTAZ, the Products are payable 45 (forty-five) days end of month, in one instalment. The term agreed by BONTAZ and the Customer may not exceed 60 (sixty) days or by way of derogation 45 (forty-five) days end of month from the date of issue of the invoice.

The starting point of any invoice payment term is the date on which the Products are made available. The non-payment of a fraction of the price on its due date shall automatically and without prior notice have the following consequences:

- a) The delayed sums shall bear interest at a rate equal to the refinancing rate of the European Central Bank plus 10 percentage points (X% + 10%).
- b) A flat-rate compensation fee of 40 (forty) euros for recovery costs shall be due by the Customer for each invoice paid late, automatically and without prior notification. BONTAZ may request additional compensation from the Customer if the recovery costs actually incurred exceed this amount, upon presentation of supporting documents.

9 - Warranties

The Products are delivered with a contractual warranty for a period of 24 (twenty-four) months from their date of delivery.

This warranty covers the non-compliance of the Products with the specifications agreed by BONTAZ and the Customer and any hidden defects resulting from a material or manufacturing defect affecting the delivered Products. In such case, BONTAZ shall replace the Products under warranty, this warranty also covering the direct,

reasonable, proven costs incurred by the Customer for sorting, inspecting and scrapping defective parts and the overtime for catching up production, excluding consequential damages, loss of orders and any other kind of losses. Claims under this warranty must be made by registered letter with acknowledgment of receipt within 15 (fifteen) working days of the discovery of the hidden defect or non-compliance, accompanied by technical justifications for the claim and an estimate of the compensable damages.

BONTAZ does not guarantee the ability of its Products to satisfy the use for which the Customer intends them. It is the Customer's responsibility to prove the non-compliance or hidden defect and the BONTAZ warranty shall only apply only to Products that are shown to be affected by the non-compliance or hidden defect.

The warranty shall only apply if the Products have been stored, used and maintained in accordance with the instructions and directions provided by BONTAZ. The warranty shall not apply when the defect results from:

- a lack of monitoring, maintenance or appropriate storage,
- the normal wear and tear of the Product,
- an intervention on or modification to the Product without prior written authorisation from BONTAZ,
- abnormal use or use not in accordance with the intended purpose of the Product,
- a faulty installation at the Customer's and/or end user's premises,
- the Customer's failure to communicate the Product's purpose or conditions of use.

Any Product returns must be subject to prior written authorisation from BONTAZ.

10 - Liabilities

BONTAZ shall not be held liable for:

- defects arising from materials supplied by the Customer;
- damage resulting from the use of products other than the original Products or materials from another supplier;
- in the event of any intervention, refurbishment or alteration by the Customer or a third party without the Supplier's prior agreement;
- in the event of any negligence, lack of monitoring, improper assembly, use not in accordance with the technical characteristics specified by BONTAZ or a storage failure due to the Customer.

Except for gross negligence or wilful misconduct, BONTAZ's total, overall and cumulative liability is strictly limited to the Customer's annual turnover with BONTAZ for BONTAZ Product(s) involved in the claim.

To the extent the preceding limitation of liability is deemed invalid under applicable law, BONTAZ's total, overall and cumulative liability, in any case, shall not exceed the amount covered by its product liability insurance.

In any case, BONTAZ shall not be held liable for any indirect, immaterial, incidental, special, punitive, exemplary, or consequential damages, in any way arising out of or related to the Products, however caused, even if BONTAZ was aware of the possibility of those damages or they were foreseeable.

The Customer warrants that its insurers and any third parties in contractual relationships with it shall waive any claims against BONTAZ or its insurers, in excess of the limitations and exclusions set out above.

11 - Force majeure

BONTAZ and the Customer shall not be held liable for the total or partial non-performance of their contractual obligations if this non-performance results from a case of force majeure. In particular, the following shall be considered as cases of force majeure: delays or disruptions in production resulting in whole or in part from a war (declared or not), an act of terrorism, strikes by all or part of the parties' personnel, subcontractors or service providers, riots, civil insurrections, accidents, fires, floods, natural disasters, epidemics, pandemics, severe climatic effects (heavy snow, weight limit during thaw conditions, etc.), the disrupted supply of energy, fluids or raw materials or from a government decision or act (including export bans or the revocation of an export licence) are considered to be cases of force majeure.

If one of the parties is prevented from or delayed in performing its obligations by virtue of this article for more than 5 (five) consecutive months, BONTAZ or the Customer may then automatically terminate the unexecuted part of the order without legal formality by written notice to the other party, without being held liable.

12 - Confidentiality

Each party undertakes to keep confidential the information of a technical, commercial, financial or other nature, received from the other party verbally, in writing or by any other means of communication during the negotiations and/or the execution of any orders. This confidentiality obligation shall apply throughout the order execution period and 5 (five) years after its expiry or termination, for whatever reason, except for information relating to a trade secret or know-how for which the duration of the confidentiality obligation is unlimited.

13 - Industrial and intellectual property

Unless otherwise agreed by BONTAZ and the Customer, BONTAZ does not grant any right to the intellectual or industrial property rights and know-how attached to the Product, whether or not these elements have been developed in connexion with the purchase order or not.

The Customer is prohibited from removing the trademarks and reproducing, in whole or in part, the trademarks, designs and models, patents or any other industrial or intellectual property right held by BONTAZ, nor as to transmit to third parties any information of any nature whatsoever allowing the total or partial reproduction of these rights, at the risk of pursuits.

14 - Protection of personal data

The personal data collected during the execution of the order are processed in secure environments and in accordance with the applicable law on the protection of personal data. The Customer has the right to access, modify, rectify and delete their personal information by contacting the BONTAZ Head Office.

15 - Applicable law and jurisdiction

These general terms and conditions of sale are governed by French law and BONTAZ and the Customer grant jurisdiction to the Commercial Court of Annecy (France) for any dispute that may arise between them, concerning the interpretation, formation, execution and/or any other element in relation to these general terms and conditions of sale. Application of the United Nations Convention on Contracts for the International Sale of Goods of 1980 is excluded.