

GENERAL TERMS AND CONDITIONS OF SALE

ALLTUB FRANCE

1 Definitions and Interpretation

1.1 The following definitions are used in these Terms and Conditions of Sale:

- a. **"Agreement"** means the written agreement for the manufacturing and/or delivery of Products by the Seller to the Customer. The Agreement consists of these Terms and Conditions of Sale and the Special Terms and Conditions defined below.
- b. **"Applicable Laws"** means the laws that govern the Agreement as stipulated in Article 18.1.
- c. **"Confidential Information"** has the meaning ascribed to it in Article 15.1.
- d. **"Intellectual Property Rights"** means any and all tangible and intangible: (i) rights associated with works of authorship, including copyrights, moral rights, neighbouring rights, and derivative works thereof, (ii) trademark and trade name rights, (iii) knowhow and trade secret rights, (iv) patents, design rights, and other industrial property rights, and (v) all other intellectual property rights (of every kind and nature however designated) whether arising by operation of law, treaty, contract, license, or otherwise, together with all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof.
- e. **"Parties"** means the Customer and the Seller.
- f. **"Products"** means products and services of the Seller.
- g. **"Customer"** means any individual or legal entity acting for purposes relating to its professional activity that wishes to enter into or has entered into an Agreement with the Seller.
- h. **"Offer"** means any offer, quotation or proposal, of any nature, from the Seller to the Customer for the manufacturing and/or delivery of Products.
- i. **"Seller"** means ALLTUB FRANCE, a company incorporated under the laws of France under the form of a *"société par actions simplifiée"*, with a share capital of 4 537 000 euros, having its registered office at Boulevard Jean Moulin, ZI du Clos Bonnet, 49400 SAUMUR, France, listed in the Trade and Companies Register of ANGERS (France) under number 492 811 419.
- j. **"Special Terms and Conditions"** means the special terms and conditions entered into between the Seller and the Customer and whose purpose is to supplement or amend these Terms and Conditions of Sale, in particular by specifying the nature and quantity of the Products supplied to the Customer, their pricing and delivery terms. The Special Terms and Conditions consist of an order from the Customer confirmed by the Seller or an Offer from the Seller accepted by the Customer and include, as the case may be, any other actions and legal transactions entered into between the Parties.
- k. **"Terms and Conditions of Sale"** means these general terms and conditions of sale.

1.2 The headings in these Terms and Conditions of Sale are inserted for convenience only and shall not affect its construction.

1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.4 Any phrase introduced by the terms 'include' or 'including' or 'for example' shall be construed as illustrative and shall not limit the sense of the words preceding or following those terms.

2 Applicability

2.1 These Terms and Conditions of Sale shall apply to and be supplemented and/or amended, as the case may be, by the Special Terms and Conditions.

2.2 The applicability of any general terms and conditions used by the Customer is expressly rejected by the Seller, unless these are accepted in writing by the Seller in respect of any specific transaction.

2.3 If the Terms and Conditions of Sale and the Special Terms and Conditions entered into between the Parties are in conflict with each other, the terms of the Special Terms and Conditions will prevail.

3 Agreement

- 3.1 The Agreement is concluded upon, as the case may be (i) confirmation of the Customer's order by the Seller in writing or (ii) acceptance in writing by the Customer of the Seller's Offer. Any cancellation or modification by the Customer of the terms agreed between the Parties shall be subject to the Seller's prior written approval.
- 3.2 A reply to an Offer of the Seller by Customer, which purports to be an acceptance, but contains additions, limitations or other modifications is considered to be a rejection of the Offer and constitutes a counter offer.
- 3.3 Documentation materials in or accompanying any Offer in any form, are, unless stipulated otherwise in writing, for information purposes only and shall not be binding to the Seller. Documentation, samples, drawings or models shown or provided are only indications of the Product concerned, and the Customer cannot derive any rights therefrom.
- 3.4 It is the Customer's responsibility, before placing an order for Products, to ensure that the Products are compatible with the Customer's own products pursuant to Article 10.

4 Delivery

- 4.1 Supply of the Products takes place in accordance with the Incoterms and at the address specified in the Special Terms and Conditions. If the Parties have not agreed on specific Incoterms, delivery takes place Free Carrier (FCA) at the Seller's production location as indicated by the Seller, in accordance with the Incoterms 2020. It is therefore the Customer's responsibility to take out any necessary insurance policy to cover the risks associated with transport.
- 4.2 The dates of availability or delivery of the Products by the Seller are not binding and indicative only. If the Seller fails to meet the agreed upon delivery date, this does not create a right to any compensation for any damages or contractual penalties, nor the right for the Client to terminate the Agreement.
- 4.3 Delivery times and delivery schedules submitted by the Seller are not fatal/strict deadlines. The Seller will notify the Customer of any expected delay in delivery.
- 4.4 Delay in delivery or incomplete delivery, regardless of the cause thereof, is not a ground for the Customer to claim damages, impose a fine or to rescind or terminate the Agreement.
- 4.5 In the event of damage to or partial loss of the order, the Customer shall notify it to the Seller within 48 hours of receipt of the Products. In addition, and insofar as the risks associated with transport are borne by the Customer according to the Incoterms agreed between the Parties, the Customer shall, in order to preserve his rights in accordance with article L 133-3 of the French Commercial Code, notify the carrier by registered letter or extrajudicial document within three (3) calendar days, not including public holidays, following receipt of his order.
- 4.6 The Seller reserves the right to deliver the number of ordered Products with a quantity variation of +/- 10%. This quantity variation is reduced to 5% for orders exceeding 100,000 pieces. Therefore, the reference quantity of Products for invoicing purposes shall be the quantity stated in the delivery note.
- 4.7 If the Customer does not take receipt of the Products on the agreed upon delivery time, the Customer will still owe the purchase price and will bear the risk for the Products from the delivery time as agreed in the Agreement onwards. Delivery will then be deemed to have taken place at the agreed delivery time, whereby the Seller will keep the Products in storage for the Customer at the Customer's risk and expense and the Seller has the right to invoice the Products and claim payment from the Customer. This does not affect the Seller's other rights and remedies.

5 Price

- 5.1 The prices for the Products are exclusive of VAT and all other possible levies, surcharges and costs of transportation and packaging. The purchase price for the Products shall be increased by all fees, taxes, and duties that are legally applicable and effective on its due date as specified in the Agreement.
- 5.2 The purchase price for the Products shall be specified in the Special Terms and Conditions. The purchase price shall be governed by the Seller's current price list valid at the moment of conclusion of the Agreement and may be adjusted for any additional or special orders from the Customer.
- 5.3 When applicable, the purchase price shall be revised according to the indexes or indexation formula set forth in the Special Terms and Conditions in order to reflect rising production costs (including as the case may be, raw materials, energy costs and/or labour costs associated with the ordered Products).

- 5.4 The Customer shall indemnify the Seller against all damage, loss and/or cost that may ensue for the Seller from the fact that the Customer is not properly registered for VAT or similar tax purposes and/or that the Customer has issued incorrect information or data or has not on time issued information or data to the Seller.

6 Payment

- 6.1 The Customer shall pay all invoices and the amounts due to the Seller in Euros within thirty (30) days after the invoice issuance date without deduction, suspension, set-off or discount to the bank account designated by Seller on the invoice, unless agreed otherwise in writing. If the Customer fails to pay one invoice on its due date, all other invoices issued have become due immediately.
- 6.2 Complaints about the correctness of an invoice must be made known to the Seller in writing within thirty (30) days after receipt of the invoice. In the event of a valid complaint, the incorrect invoice will be cancelled, and a new invoice will be issued.
- 6.3 The agreed-upon term of payment is final. If any amount is not paid on the due date, the Seller shall be entitled to payment of default interest at an interest rate of 2% per month from the day following the due date for each day of delay, without any further notice of default being required, provided that such interest rate shall not, at any time, be less than three times the legal interest rate in force on that date pursuant to article L 441-10, II of the French Commercial Code.
- In addition, pursuant to article D 441-5 of the French Commercial Code, the amount of the fixed indemnity for collection costs is set at forty (40) euros. This indemnity, which is separate from late payment penalties, is automatically payable by the defaulting Customer, without prejudice to the Seller's right to request additional compensation in the event that it proves that collection costs exceed this amount.
- 6.4 The Seller shall at all times be entitled to require the Customer to give proper security for the performance of all its obligations under the Agreement in a manner as will be deemed sufficient by the Seller or to demand that the Customer pays the purchase price for the Products in advance. Failing immediate provision of such security or advance payment, the Seller will be entitled to suspend further execution of the Agreement until such time as the Customer will have provided the required security or payment in advance.

7 Warranty and complaints

- 7.1 Unless provided otherwise in the Specific Terms and Conditions, the warranty period expires twelve (12) months after the date of production of the Products. During this period, the Seller warrants that the Products delivered are of the quantity, quality and description required by the Agreement.
- 7.2 Immediately upon receipt thereof, the Customer shall inspect the Products for possible defects. The Customer must make a complaint with the Seller in writing. Visible deviations and defects must be reported by the Customer to the Seller in writing with reasons within fifteen (15) days from the date of delivery of the Products and in any case before their use. If the defects are due to transport damage, the Customer shall comply with Article 4.5 and shall notify it to the Seller within 48 hours of receipt of the Products. Invisible deviations and defects must be reported to the Seller on the first working day after the moment the Customer has identified or reasonably should have identified the deviation or the defect, failing which the Agreement shall be deemed to have been properly performed.
- 7.3 The Customer cannot invoke any failure to perform and the warranty does not apply in case of the following causes of damage:
- a. the Product has been used for a purpose other than that for which it normally or specifically is intended;
 - b. the Customer's products are not compatible with the Products as provided for under Article 10;
 - c. the Product, has been used, treated, processed, preserved, stored or transported injudiciously;
 - d. normal wear and tear;
 - e. damage caused by negligence of the Customer or any third party, or by having acted contrary to the Seller's instructions, indications and advice;
 - f. on the Customer's instruction, the Seller has used raw materials and such for the Products, or has otherwise manufactured the Products on Customer's instructions, and the failure is due to this;
 - g. the Customer has not fully met its payment obligations towards the Seller;

- h. the damage originates from or is the result of the instructions or design specifications given by the Customer to the Seller.
- 7.4 With the prior written consent of the Seller, the defective Products will be returned to the Seller's plant from where the Products were shipped.
- 7.5 If and insofar as the Seller declares a complaint by the Customer just, the Seller shall at its sole option (i) replace the defective Product(s), or (ii) credit the Customer for the price of the Product(s). These are the Customer's sole remedies and constitute the Seller's total liability in case of an implementation of the warranty.
- 7.6 The submission of a complaint does not release the Customer from its payment obligations towards the Seller. Without prejudice to its rights under any imperative provisions of the Applicable Laws, the Customer is not entitled to compensation for damages from the Seller for the delivery of a defective Product, except in the event when (i) the damages are the result of the intent of wilful recklessness on the part of the Seller, or (ii) the damage is caused by death or bodily injury due to the Product.

8 Force majeure

- 8.1 The Seller shall not be obliged to deliver the Products to the Customer and shall not be obliged to pay compensation to the Customer in this respect, in the event of force majeure which prevents the Seller to perform its contractual obligations under the Agreement.
- 8.2 Force majeure is understood to include, without limitation, fire, flood, earthquake epidemic (and more generally any natural event), insurrection, war, riot, terrorist acts, total or partial strike, shortage of raw material or energy, default of a supplier, accidents during the manufacturing or any other situation beyond the reasonable control of the Seller in which performance of the Agreement is prevented, in full or in part and temporarily or permanently.
- 8.3 The Seller shall not be liable for the impossibility of delivery of the Products due to changes or modifications of the raw materials for the production of the goods supplied to him by its suppliers.
- 8.4 In the event that a force majeure situation occurs, the Agreement is automatically terminated if the impediment is definitive or, if the impediment is temporary, the Seller has the right to suspend the performance of the Agreement for the duration of the force majeure situation unless the resulting delay justifies the termination of the Agreement. If the force majeure lasts more than four (4) months, each Party may terminate the Agreement by giving written notice with immediate effect to the Customer. In the case of force majeure, the Seller is not obliged to pay contractual penalties, other agreed penalties, or sanctions, or provide compensation for damage for non-complying with its contractual obligations prevented by force majeure.

9 Liability

- 9.1 Without prejudice of any imperative rules under Applicable Laws, in no circumstances will the Seller be liable to the Customer for any consequential, indirect or incidental loss, including but not limited to losses caused by delays, lost profits, lost savings, increased operational costs, loss of customers, loss of goodwill, etc., howsoever caused.
- 9.2 In no circumstances will the Seller be liable to the Customer for defects in the Product if these are caused by instructions or design specifications provided by the Customer.
- 9.3 Nor will the Seller be liable for the compatibility of the Seller's Products with the Customer's products as set forth under Article 10.
- 9.4 In any case, if the Seller is liable for damage, the amount of the Customer's compensation to which it is entitled shall not exceed the insurance pay out received from the Seller's insurance.
- 9.5 If Seller's insurer, for whatever reason, does not pay out (entirely), does not provide coverage, or if there is no applicable insurance, Seller's liability will in any case be limited to the amount of the net invoice value excluding VAT of the Product supplied that caused the damage.
- 9.6 Save where performance by the Seller is permanently impossible, Seller's liability on the grounds of imputable failure to comply with the Agreement or otherwise arises only if the Seller receives notice of default in writing from the Customer immediately, in which a reasonable period of a minimum of fourteen (14) days is allowed to remedy the failure, and the Seller remains in default of its obligations after the aforesaid period.

9.7 The limitation of liability of the Seller as contained in this Article is only not applicable if (i) the damages are the direct result of the intent of wilful recklessness on the part of the Seller, or (ii) the damage is the result of death or bodily injury.

9.8 The Customer shall hold harmless and indemnify the Seller against all (impending) third-party claims against the Seller and any obligations the Seller has to third parties, if such claims and obligations are based on, arise from or in connection with any act or omission or any use of the Product by the Customer or any third party and/or any failure of the Customer to properly perform the terms of the Agreement.

10 Products compatibility

10.1 The Customer is responsible for verifying the compatibility of the Seller's Products with his own. Therefore, the Customer is deemed to have carried out all required testing. All testing is carried out under the Customer's own responsibility and costs, even though the Seller may have provided the Customer technical assistance in this respect.

10.2 The Seller shall not be liable for any problem of content/container incompatibility whatsoever. More generally, the Seller will disclaim all responsibility for any use the Customer may make of the Products supplied by the Seller.

11 Product standards

11.1 With regard to the (sale of) the Products, the Customer must act in accordance with the applicable product safety requirements.

11.2 The Customer will provide any and all cooperation requested by the Seller if the Seller, whether or not based on European or under the Applicable Laws regulations, wants to initiate any actions in the field of product safety, such as a public warning or a product recall.

11.3 If the Customer discovers or becomes aware of a fact, circumstance or event that could possibly lead to a product recall, the Customer shall inform the Seller as soon as possible thereof.

11.4 Without the Seller's prior written consent and provided that this condition does not lead the Customer to infringe its regulatory obligations, the Customer shall not, whether or not based on European or under Applicable Laws regulations, take any measure in the field of product safety, such as a public warning, a product recall or informing a competent authority. In any case, the Customer shall inform the Seller as soon as possible thereof.

11.5 In order to enable a public warning or a product recall, the Customer shall at all times keep accurate records that make it possible to find out to whom, when and in what quantities the Products were delivered by it.

12 Ownership and retention of title

12.1 The Products shall be for the Customer's risk and account from the moment of the delivery as defined in Article 4.1. The Seller shall have the exclusive ownership right to the Products until the invoiced purchase price for the Products, fees, duties, taxes, surcharges and expenses have been paid in full by the Customer in accordance with the Agreement, irrespective of the transfer of risk of damage to the Products to the Customer.

12.2 In the event of default by the Customer in fulfilling its payment obligations under the Agreement, the Seller shall have the right to demand the immediate return of the delivered Products. The Customer is obligated to offer all requested cooperation in this regard. The costs of such reclaim will be for the account of the Customer.

12.3 If and as long as the Seller is the owner of the Products, the Customer shall notify the Seller without delay in the event that any part of the Products should be lost or damaged, or in the event that the Products should be seized and/or other claims are laid on (any part of) the Products. The Customer is obliged to inform the Seller no later than fifteen (15) days from the date of the commencement of insolvency proceedings, bankruptcy, or liquidation of the Customer.

12.4 Customer is entitled to sell the Products delivered under retention of title to third parties in the course of its normal business operations. In such case, the Seller's claim may be exercised on the price received by the Customer in this respect. Customer undertakes to inform its own customers of the existence of the present retention of title clause and of the Seller's right to claim, if necessary, the Products from them.

- 12.5 In the event of incorporation of the Products into other goods, the Seller will be co-owner of the goods concerned for their initial value.
- 12.6 If the laws of the country for which the Products are destined or in which the Customer is established do not recognize the retention of title or imposes specific requirements thereto, the Customer shall at first request fully cooperate with the fulfilment of the Applicable Laws for establishing the retention of title, or a similar security in the Products.

13 Shortcoming Customer

- 13.1 In the following events, all amounts owed by the Customer to the Seller, are immediately and fully due and the Seller is entitled to suspend or terminate any Agreement by giving written notice with immediate effect without prejudice to Applicable Laws:
- a. (application for) suspension of payment or bankruptcy of the Customer;
 - b. dissolution, liquidation, termination, or sale of (the company of) the Customer;
 - c. direct or indirect change in the Customer's control;
 - d. a material shortcoming in the fulfilment of an Agreement by Customer that is not capable of being remedied or, after the Customer has been given notice of default, has not been remedied within a reasonable term of fifteen (15) days;
 - e. any situation that arises in a jurisdiction other than under the Applicable Laws and that is similar to the situations described under a up to and including d.
- 13.2 The Customer shall notify the Seller without delay in the event that any of the situations described in Article 13.1 arise.
- 13.3 Suspension or termination of the Agreement does not affect the Seller's right to claim payment of contractual penalties and damages.

14 Intellectual Property Rights

- 14.1 The Seller reserves all rights with regard to its Intellectual Property Rights. Nothing in the Agreement or any other legal relationship between the Parties shall constitute or be deemed to bring about a transfer to the Customer of any Intellectual Property Rights of the Seller or its business partners.
- 14.2 All tools, printing plates and moulds used in the execution of the Agreement as well as any Intellectual Property Rights attached to such facilities shall in all cases remain the property of the Seller, irrespective of the extent to which the Customer has contributed to the cost of their creation. However, if such facilities are solely required for the production of Products of which the Customer has the exclusive and sole ownership to the Intellectual Property Rights, these facilities shall be used exclusively at the Seller's plant or another location agreed upon between the Parties and exclusively on behalf of the Customer.
- 14.3 If the Products have been produced and/or packaged on the Customer's instructions, the Customer declares that it is the holder of or has received authorization for the use of all Intellectual Property Rights associated with the Products for which it has entrusted the Seller with the manufacture and that the production and/or packaging of the Products in accordance with the Customer's instructions does not infringe any third party Intellectual Property Rights.
- 14.4 The Customer shall indemnify the Seller and hold the Seller harmless against third party claims that arise in connection with the infringement of third-party Intellectual Property Rights or other legal provisions that are the result of the manufacture and/or packaging of the Products on the Customer's instructions.
- 14.5 For the duration of the Agreement, the Customer grants the Seller an irrevocable, non-perpetual, worldwide, royalty-free license to use its Intellectual Property Rights insofar as the use thereof is necessary for the performance of the Agreement, including but not limited to word marks and logo marks.

15 Confidentiality

- 15.1 Each Party is obliged to observe confidentiality in respect of and will not disclose or disseminate any Confidential Information it may obtain from the other Party or from other sources in connection with these Terms and Conditions of Sale, the quotation, the Agreement or preparations for it, or any agreements that may result therefrom whether such information is written or verbal and wherever it may come from. Information is deemed to be confidential if notified as such by the disclosing Party or if this is inherent to the nature of the information.

- 15.2 The Seller shall be entitled to include the Customer's name in Seller's business documents among its business references (including the use of any distinguishing feature of the Customer such as a logo, pictorial or other marks) as well as on any marketing material unless expressly prohibited by the Customer.

16 Personal data

In accordance with Regulation (EU) 2016/679 (referred to as the 'General Data Protection Regulation' or 'GDPR') and French Law No. 78-17 of 6 January 1978, as amended, relating to information technology, files and civil liberties, the Seller is required, as part of the performance of the Contract, to collect personal data from the Customer concerning the latter.

This data is processed by the Seller as necessary (i) for the performance of the Agreement and, where applicable, for the performance of pre-contractual measures taken at the request of the Customer, (ii) to comply with the legal and regulatory obligations incumbent on the Seller and/or (iii) for the purposes of the Seller's legitimate interests.

Any individual whose personal data is processed by the Seller has a right of access, rectification, deletion, a right to portability as well as a right to limit and a right to object to the processing of such data.

More complete information is available in the Seller's Personal Data Protection Policy.

Any request for further information or to exercise the aforementioned rights should be sent by e-mail to saumur.customer@fr.alltub.com or by post to ALLTUB FRANCE - GDPR, Boulevard Jean Moulin, ZI du Clos Bonnet, 49400 SAUMUR, France.

17 Miscellaneous

- 17.1 The Seller shall have the right to transfer any of its rights and obligations under any Agreement with the Customer to any third party. The Customer shall not be entitled to transfer its rights and/or obligations under an Agreement to any third party without the Seller's prior written consent.
- 17.2 In the event that one or more provisions of the Terms and Conditions of Sale and/or the Agreement are declared null or invalid, the remaining provisions of the Terms and Conditions of Sale or the Agreement shall remain in force and valid. Parties shall replace the null and void or unenforceable provision with a new provision that approaches the content of the original provision as closely as possible.
- 17.3 An Agreement can only be altered with written consent of both Parties. Such alteration is only valid in respect of the specific Agreement for which it is agreed upon.
- 17.4 The Seller reserves the right to modify the content of the Terms and Conditions of Sale at any time by publishing a new version that will apply to subsequent orders or Offers. The Seller shall inform the Customer in writing of changes to the Terms and Conditions of Sale
- 17.5 Any communications under the Agreement may be delivered in writing and by email. This does not apply if the Agreement requires a registered letter for certain communications. In this case, it can only be delivered through a postal service provider as registered mail.

18 Applicable Laws and jurisdiction

- 18.1 The Agreement is exclusively governed by the laws of France, with the exclusion of the applicability of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.
- 18.2 If a dispute arises the Parties shall try to agree on an amicable solution.
- 18.3 If the Parties cannot agree on an amicable solution within thirty (30) days from their occurrence, any and all disputes arising in connection with, ensuing from or relating to the Agreement and further contracts resulting there from between the Seller and the Customer shall be settled by the Commercial court of ANGERS in France on an exclusive basis.

19 Language version

The authentic language of the Terms and Conditions of Sale is French.

Any translation is provided for information purposes only and has no legal force.

These Terms and Conditions of Sale can be downloaded from www.alltub.com.