

## **GENERAL TERMS AND CONDITIONS OF SALE of CITELE Group**

1 - GENERAL : "Our general conditions of sale alone shall apply, unless otherwise specified in the general conditions of purchase of our customers ; the mere fact of placing an order implies the express and unreserved acceptance of each of them. Our general conditions of sale cannot be modified by annotations on the order form without prior agreement from us. "

2 - STUDY AND QUOTATION : Studies and estimates are free if they are followed by the purchase order. Otherwise, the seller reserves the right to invoice the study costs. The seller retains full intellectual property rights for his studies and quotes which may not be communicated or carried out without his written authorization. The validity of quotes is limited to two months unless otherwise agreed in writing.

3 - ACCEPTANCE OF THE ORDER : The attention of the Purchaser is especially drawn to the fact that the placing by him of an order with our Company necessarily implies on the part of the purchaser the unreserved acceptance of these general conditions of sale and renunciation by him of all conditions appearing in his papers and business papers, including letters or order forms. The commitments made by our Agents and Representatives only bind our Company after having been confirmed by it and in writing.

4 - DEADLINES AND COMMITMENT : The order is perfect as soon as it is formally accepted, but the fixed deadline does not begin to run until the day when the documents and final elements are given to us. Any delays can in no way justify the cancellation of the order or, unless there is an express agreement to the contrary, the application of sanctions. Furthermore, our Company is automatically released from any obligations relating to delivery times in the event of strike, lockout, fire, epidemic, flood, riot, war, damage to equipment, lack of raw materials etc., or any interruptions or delays in transport, or any other cause leading to total or partial unemployment for our Company or for our suppliers.

5 - CANCELLATION OF ORDER : An order cannot be canceled in whole or in part without the prior consent of our Company. In the event of cancellation of an order in progress, all goods whose manufacture has begun will however be delivered and invoiced (in addition, if our Company had to stock up on raw materials or special products for the execution of this order, the cost of these supplies will be invoiced after deduction of their reusable value).

6 - PRICES : The prices are set excluding tax. Unless otherwise stipulated, they can be reviewable at any time according to the variation in the cost of their constitutive and applicable elements after a period of two months. A price revision formula may be attached to the quote or to the offer. Even in the event of a stipulated non-reviewable price, it will nevertheless still be reviewable if, due to the customer, the delivery period exceeds the contractual period. For priced materials, the prices invoiced are those of the rate in force.

7- INSURANCE : After invoicing, the goods kept or stored by our Company, which are available, are at the expense and at the customer's own risk. They are not insured, except by prior agreement, nor are the drawings, projects, photos, photographic clichés, documents and any objects left in our custody and, or control. If customers deem it useful to insure them, they undertake to inform their insurance companies that they will have to waive any remedies against our Company in the event of a damage report.

8 - QUANTITY TOLERANCE : The extra and minus quantity that can be delivered, from the quantity ordered is more or less 5%. Our customers undertake to accept the invoicing of the excess quantity and not to take advantage of an insufficient delivery in the event of missing quantity, except in the case of an express derogatory power.

9 - PARTICIPATION IN TOOLING COSTS : Even when they lead to invoicing, the costs of tools, start-up and adjustment only cover one part of the Company's costs. This tooling as well as the inventions and technical developments related to them, remain the property of our Company and the Customer cannot claim any right over them, unless otherwise agreed.

10 - TRANSPORT : The goods travel at the own risk of the recipient, who is responsible for checking the shipments on arrival, and to seek, if necessary, all legal remedies against the carriers, even if the shipment has been made "carriage paid".

11 - CLAIMS AND RETURNS : The Customer has the duty to examine the goods upon receipt. Disputes over the quantity delivered must be made by the buyer to the seller within eight days of the date of delivery of the goods. Disputes relating to quality must be formulated by the buyer to the seller as rapidly as possible while not exceeding 15 days from the date of delivery of the goods. Complaints will not be admissible if the goods have been stored in prejudicial conditions to their good conservation. In no case can the seller be sought for damages, hidden defects, nor held liable beyond the value of the goods recognized as defective. The estimate of a possible compensation can only relate to the goods which have been the subject of a complaint formulated within the above deadlines, and in any case cannot be decided unilaterally but only after careful examination of the batch under investigation, from the seller or one of his representatives. No merchandise may be returned without the agreement of our Company.

12 - INVOICING : Our invoices are established when the goods are sent. It is therefore the date of our invoices that must be used to calculate the payment period. In any case, the transmission deadlines imposed by the Post Office or the carriers cannot be opposable to our Company to justify a postponement of deadline.

13 - PAYMENT : Unless otherwise stipulated, payments are to be made by check, bank transfer or draft accepted 30 days net from the end of the month without discount. Payment delays in accordance with the LME law (French law) may not exceed 45 days from the end of the month or 60 days from the date of issue of the invoice. The Company reserves the right to request the deposits it deems necessary. In the event that we would be obliged to involve our Legal Department to obtain the payment of the sums due, it is expressly agreed that we will be paid as a penalty clause, in addition to the legal interests, an indemnity fixed at twenty percent of the amount of our debt. Failure to pay any amount due on the due date will result in the immediate playability of all outstanding amounts, regardless of the payment method provided.

14 - DELAY PENALTIES : When payment is made after the due date, late penalties will apply the rate of three times the legal interest rate. An additional recovery fixed allowance of € 40 will be added in accordance with Article D 441-5 of the French Commercial Code.

15 - RESERVATION OF OWNERSHIP : By express agreement, the goods supplied remain our property until the last day of their full payment, in accordance with the terms of law n ° 80.335 of May 12, 1980. The purchaser is notably prohibited from disposing of the goods for resale or transformation before full payment. In the event of a seizure by third parties of these goods, the buyer is required to immediately inform the seller. Despite the application of this reservation of title clause, the buyer will bear the cost of the risks in the event of loss or destruction upon delivery of the goods.

16 – PUBLICITY RIGHT : Unless expressly notified in writing, the Customer authorizes Citele Group and its entities to mention its name, logo and product visuals (catalog or in use on website) on their communication media and commercial documentations (websites, commercial presentations (print or digital), social networks, videos, flyers etc.)

17 - DATA PROTECTION : Citele Group undertakes to make every effort to protect Customer data, and to comply with European data protection regulation (EU) 2016/679 of the European Parliament

and of the Council from 04/27/2016, applicable from 05/25/2018. The use of data collected from the Customer is limited to the strict framework of the activities (internal or outsourced) of the Group and its entities, without it being able to be transferred to any third party. In accordance with the Data Protection Act of 06/01/1978 as amended, the Customer may exercise his right of access to his personal data, requesting its rectification or erasure.

18 - LITIGATION : In the event of disputes, the Court within the jurisdiction of our headquarters has sole jurisdiction, even in the event of a guarantee call or multiple defendants. French Law will be the only applicable law.

Last update on the 15<sup>th</sup> of January 2021