

GENERAL TERMS & CONDITIONS OF SALE – KNAUF INDUSTRIES
--

Preamble:

These general terms and conditions of sale (hereinafter referred to as the "GTCS") are intended to govern the commercial relationship between the customer (hereinafter referred to as the "Customer") on the one hand, and our KNAUF Group company on the other (hereinafter referred to as the "Supplier"), and apply to all sales of the Supplier's products, unless a specific agreement prior to the order has been reached in writing between the Customer and the Supplier.

Consequently, the placing of an order by a Customer implies his unreserved acceptance of these GTCS, which constitute the sole basis for commercial negotiation, irrespective of those clauses which may appear on his own documents and those of the Supplier, and except in the case of special conditions freely negotiated between the Customer and the Supplier and agreed in writing between them.

Where the Customer is a central purchasing entity, it enters into agreements with the Supplier in the name and on behalf of its members. If, for any reason whatsoever, the central purchasing entity ceases to act in the name and on behalf of its members during the term of the commercial relationship, each of its members shall remain bound by the terms of the GTCS until the expiry of its term, as if it had entered into the agreement itself.

The GTCS may be revised at any time, it being understood that any new version will take effect on the date it is received by the Customer, who will be informed in written form at the Supplier's discretion.

Article 1: Orders:

All orders, as well as any modifications or cancellations of orders, must be placed in writing or by electronic data interchange (EDI) by the Customer, and will be subject to the Supplier's written acceptance, setting out the terms and conditions of modification or cancellation of the order.

The Supplier reserves the right to invoke the principle of non-performance, in the event of failure by the Customer to meet any of its obligations under the order, which has not been remedied within a reasonable period of time.

In the event that the Customer does not have credit facilities deemed sufficient by the Supplier, or is subject to insolvency proceedings, the Supplier reserves the right, even during the execution of the order, to demand any written assurances aimed at securing payments that it deems appropriate, in particular an irrevocable and unconditional bank guarantee issued by a 1st class bank for the proper execution of its commitments, it being understood that any refusal will authorize the Supplier to cancel all or part of the orders accepted and the immediate payment of any sum due, on simple notice given to the Customer by post or e-mail with acknowledgement of receipt, without further formality and without prejudice to the exercise of all the Supplier's other rights.

Furthermore, the Supplier reserves the right to refuse any order placed by the Customer which is abnormal for any reason whatsoever, particularly in view of the volumes usually ordered by the Customer, or which is placed in bad faith.

Orders must be confirmed in writing by the Supplier, by means of an order acknowledgement duly countersigned by the Customer. Once received, orders are final and irrevocable. For the sake of clarity, only the issuance by the Supplier of the acknowledgement of order receipt confirms the binding nature of the order for the Supplier.

Article 2: Retention of title - Transfer of risk:

The Supplier's products remain its ownership until full payment of the price thereof by the Customer, in principal and accessories. Any clause to the contrary, notably included in the Customer's general terms and conditions of purchase, is deemed unwritten.

Nevertheless, the risks of the products are transferred from the Supplier to the Customer, in accordance with the terms of the contractually agreed Incoterms ®. In the absence of a specific provision agreed between the Customer and the Supplier, delivery of the Products will be made either (i) DAP "delivered at destination" in accordance with Incoterms 2020 at the destination indicated by the Customer for deliveries taking place within the European Union or (ii) FCA "Free Carrier" in accordance with Incoterms 2020 at the point of delivery indicated by the Supplier, for deliveries taking place outside the European Union.

By express agreement, the Supplier may invoke its rights under the present retention of title clause, in respect of any of its claims, over all Products in the Customer's possession, the latter being conventionally presumed to be those unpaid, and the Supplier may seize or claim them in compensation for all its unpaid invoices, without prejudice to its right to unilaterally cancel the order concerned.

In addition, the Supplier is authorized to inventory, at any time, at the Customer's premises or at the premises of any third party to whom it may have transferred them, products not yet paid for coming from its establishments.

The remittance of a bill of exchange creating an obligation to pay, draft or other, does not constitute payment until the said bill is effectively cashed. Payment shall not be deemed to have been made until the price has actually been collected by the Supplier.

Until their price has been paid in full, the Products subject to retention of title will be kept by the Customer in such a way that they are individualized, marked as the unseizable property of Knauf, and cannot be confused with products from other suppliers; they may not be transferred, resold, pledged or, more generally, be the subject of rights granted to third parties. Likewise, products subject to retention of title, as well as their original packaging, must be perfectly preserved by the Customer and must not have been subject to any deterioration. Deteriorated products may not be taken back, and their price shall remain payable in full to the Supplier.

If the Products subject to retention of title have been resold by the Customer, the Supplier's claim shall remain payable in full by the Customer. The Customer undertakes to inform any third party, in particular in the event of seizure, of the fact that the Products subject to the reservation of title clause belong to the Supplier and to inform the Supplier immediately of any seizure or similar operation.

Article 3: Delivery and claims:

The delivery times mentioned in the Supplier's order acknowledgements are purely informative and indicative.

The Supplier will endeavour to respect the delivery time indicated in the order acknowledgements, according to the Supplier's logistical reference time, and to fulfil orders, except in cases of force majeure, or in the event of circumstances beyond its control.

In the event of delivery to a worksite, the Customer must specify the complete delivery address of the worksite, as well as the contact details of the worksite manager who will receive the Products, the means of unloading and the desired delivery time.

Delays in relation to the indicative delivery time initially planned may not:

- (i) give rise to any penalty or compensation;
- (ii) give rise to cancellation or rescission of the order, except in cases of force majeure, or in the event of circumstances beyond the Supplier's control.

In the event of damage to or shortage of delivered products, it is the customer's responsibility to make all necessary reservations with the carrier, on the consignment note.

Any product which has not been the subject of reservations notified by registered letter with acknowledgement of receipt to the carrier within three (3) working days of receipt, in accordance with article L.133-3 of the French Commercial Code, and a copy of which will be sent simultaneously to the Supplier, will be deemed accepted by the Customer.

Without prejudice to the measures to be taken by the Customer with regard to the carrier as described above, in the event of apparent defect, apparent non-conformity or missing products, any claim, of whatever nature, relating to the Products delivered, will only be accepted by the Supplier if it is made to him in writing, i.e. by post or e-mail with acknowledgement of receipt, within three (3) working days of delivery of the Products. Failure to lodge a complaint within this period of three (3) working days will render any subsequent complaint inadmissible and subject to foreclosure.

Acceptance without reservation of the Products ordered by the Customer covers any apparent defect or non-conformity and/or missing product.

The Customer must notify the Supplier in writing of any hidden defect or non-apparent non-conformity affecting the Products, existing at the time of delivery and revealed after receipt of the Products, in writing, i.e. by post or e-mail with acknowledgement of receipt, within seven (7) working days of the

date on which the Customer discovers the non-conformity or hidden defect. It is the Customer's responsibility to prove the date of discovery.

It is the Customer's responsibility to provide all proof of the reality of the defect, fault or missing product. The Supplier reserves the right to carry out, directly or indirectly, any on-site inspection and verification.

Any complaint made by the Customer in accordance with the terms and conditions described in the present article shall not suspend payment by the Customer for the Products concerned.

In the absence of a written complaint within the aforementioned period of seven (7) working days following the date on which the Customer discovers the lack of conformity or hidden defect, any subsequent complaint will be inadmissible and subject to foreclosure.

No products may be returned by the Customer without the Supplier's express prior written consent, obtained in particular by e-mail.

The Supplier shall only be liable for the cost of returning Products in the event that a defect, an apparent defect, or missing Products is/are actually observed by the Supplier or its agent. Only the carrier chosen by the Supplier is authorized to return the Products concerned.

If, after inspection, a defect, an apparent defect or a missing product is found by the Supplier or its representative, the Customer may only request the Supplier to replace the non-conforming Products and/or to make up for the missing products at the Supplier's expense, without the latter being entitled to claim any compensation or to cancel the order.

The Customer undertakes to provide sufficient financial guarantees, and to pay the sums due on their due date, in accordance with the law.

Therefore, if the Supplier has serious or specific reasons to fear payment difficulties on the part of the Customer, it may make acceptance of the order or its continued execution conditional upon cash payment or the provision, by the Customer, of any means of securing payment, in particular bank payment guarantees callable on 1st demand and issued by a 1st-rate banking institution in favor of the Supplier.

In the event that the Customer refuses to pay in cash, without any sufficient guarantee being offered by the latter, the Supplier may refuse to honour the order(s) placed and to deliver the products concerned, without the Customer being able to argue an unjustified refusal to sell, or claim any compensation whatsoever.

In the event that a Customer places an order with the Supplier without having paid for the previous order(s) on time, the Supplier may refuse to honor the order and deliver the Products concerned, without the Customer being entitled to claim any compensation whatsoever, for whatever reason.

Article 4: Products' conformity - Warranty - Liability

The Supplier guarantees that its Products comply with :

- Current standards;
- Technical notices and certifications;
- Its specifications.

Unless otherwise expressly stipulated and agreed by the Supplier, orders are carried out with the tolerances customary in current quality.

The present warranty covers the non-conformity of the Products with the order and any hidden defect, resulting from a material, design or manufacturing fault affecting the Products delivered and rendering them unfit for use, and is strictly limited to the replacement of the Products at the value at which they will have been invoiced and whose defectiveness will have been ascertained within the framework of a contradictory inspection carried out by the Customer and the Supplier.

Instead of replacing the Products, the Supplier may offer, at its sole discretion, and as its sole and exclusive remedy, reimbursement of the disputed Products.

The Supplier shall not be held liable for :

- a defect in the product with regard to the specific use for which the Customer intended it, insofar as the Customer has not notified the Supplier of its intention;
- the consequences of using the Products in a manner not recommended by the Supplier, and a fortiori, in a manner not in compliance with the Supplier's instructions or good engineering practice;
- Product defects resulting from storage or handling conditions;
- any defect, fault or non-conformity affecting products which have not become the property of the Customer.

The Supplier shall not be liable for any damage to any product, equipment, system or application where components, goods, accessories, processes, technologies or software have been integrated or used as a whole. The Supplier's liability will also be excluded when the failure of one of its Products has been caused by another component with which the Customer has associated them.

The Supplier's liability, for any reason whatsoever, is strictly limited to the obligations thus defined, and it is expressly agreed that under no circumstances will the Supplier be obliged to compensate for any damages, immaterial and/or indirect, which the Customer or any sub-purchaser may claim, whatever the cause and basis of such liability (legal warranty, contractual liability such as non-conformity, late delivery, etc.).

As a result, the Supplier may not under any circumstances be required to compensate, in particular, for loss of production, operation, profit, costs or expenses of any kind, in particular in the event of unavailability or unsuitability for their intended purpose of the Products delivered or of goods into which the Products delivered may be incorporated, as well as damage suffered by third parties, and more generally any compensable loss of a nature other than physical or material.

Article 5: Conformity of prescription and implementation of Products

Any person who prescribes and/or implements the Supplier's products does so under his or her own responsibility. It is the responsibility of the person prescribing and/or using the Supplier's products to check that he/she is in possession of the latest regulations in force and the latest version of the Supplier's technical and commercial documentation.

Article 6: Prices - Price reductions - Terms of payment

6.1. Prices

Products are invoiced at the rate in force on the day of delivery. They are always exclusive of tax. Prices are established carriage paid by the Supplier, unless expressly agreed otherwise in advance with the Customer, and subject to the latter's compliance with the minimum order and delivery volumes defined and communicated by the Supplier.

The Supplier reserves the right to invoice the Customer for additional transport costs when the Customer's request requires special features. The Customer undertakes to pay this additional cost. The Supplier reserves the right to modify its prices until the day of delivery of the Products.

Issuers on the market of Construction Products and Materials of the Building sector (PMCB) such as the Supplier are subject to Extended Producer Responsibility (EPR) to ensure the waste management arising therefrom in accordance with the law of February 10, 2020 relating to the fight against waste and the circular economy ("AGEC") and Article L541-10-1(4°) of the Environmental Code.

The portion of the unit cost borne by the Supplier for the management of PMCB waste (eco-contribution), as invoiced by VALOBAT, the eco-organization to which the Supplier has subscribed, is passed on in full to the Customer without any possibility of reduction.

The Supplier informs the Customer of the amount of the eco-contribution for each product concerned according to the official VALOBAT scale published at the following address: <https://www.valobat.fr/bareme-moteur-de-recherche/>

This amount will be indicated on the invoice for each PMCB product. The invoice also includes the total amount of the eco-contribution.

The unique identifier provided for in Article L. 541-10-13 of the French Environment Code, attesting to the Supplier's compliance with its obligations, can be found on the following web page: <https://www.isobox-isolation.fr/notre-demarche-responsable/rep-valobat-eco-contribution/>
(IDU number: FR299538_04RTIY)

6.2. Price reductions

The Customer may benefit from discounts and/or rebates (hereinafter referred to as "**Price Reductions**"), depending on the quantities purchased or delivered at a single time and place, or on the regularity of its orders, and/or in return for the assumption of services to be defined, not detachable

from the purchase and sale operations, according to the terms determined by mutual agreement between the Customer and the Supplier, during the commercial negotiation, depending on the nature and volume of the services rendered.

Price Reductions granted by the Supplier to the Customer will be calculated on the basis of net sales excluding taxes, transport costs, tooling costs, model costs, prototype costs and sampling costs, and more generally excluding ancillary costs and eco-contribution invoiced by the Supplier and paid in full by the Customer during the calendar year.

6.3 Payment conditions – Terms of payment

Unless otherwise agreed in the order, invoices are payable by bank transfer or direct draft within thirty (30) days net from date of invoice, to the following address: KNAUF SSC, Service Comptabilité Client, Zone Industrielle - 68190 UNGERSHEIM. If expressly agreed, payments may also be made by accepted protestable draft.

By express agreement, and unless the Supplier agrees to a deferment requested in good time by the Customer, non-payment, even partial, of invoices by the due date will entail :

- the immediate payment of any other invoice, even if a bill of exchange has been issued, and the immediate payment of all sums owed by the Customer for any reason whatsoever;
- the automatic payment of a late payment penalty calculated from the day following the due date at the rate applied by the ECB plus ten (10) points;
- the automatic payment of an indemnity for collection costs, the amount of which may under no circumstances be less than forty (40) euros. The Supplier may, however, request additional compensation from the Customer if the collection costs actually incurred exceed this amount, on presentation of supporting documents; and
- the automatic payment of a fixed penalty of 10% (ten percent) of unpaid amounts.

In the event of payment by commercial instrument, failure to return the instrument will be considered as a refusal of acceptance equivalent to a failure to pay. Failure to accept a draft or failure to subscribe to a promissory note within sixty (60) days of issue of the invoice will also be considered a failure to pay. Negotiable instruments must be returned accepted to the Supplier, at the latest fifteen (15) calendar days before the agreed due date.

No payment may be offset at the sole initiative of the Customer, in particular in the event of an allegation by the Customer of late delivery or non-conformity of the Products delivered, the prior, express and written agreement of the Supplier being essential.

It is expressly agreed that, in the event of the opening of bankruptcy proceedings against the Customer, the unpaid amount of any invoices issued by the Customer in respect of services rendered to the Supplier, and any price reductions due, shall be offset against any amounts still owed by the Customer to the Supplier, which shall become immediately due and payable.

Article 7: Disputes relating to financial benefits owed by the Supplier:

Any dispute on the part of the Customer relating to the financial benefits due by the Supplier, of whatever nature (in particular relating to Price Reductions), concerning year n, must be formulated at the latest within twelve (12) months following the expiry of calendar year n. Failing this, and by express dispensation from the provisions of article L.110-4 of the French Commercial Code and article 18 hereinafter stipulated, no claim or dispute may be submitted and will therefore be considered strictly inadmissible.

Article 8: Exclusion of all penalties:

No penalty will be accepted by the Supplier without its prior, express and written agreement, without regard for the reason of the penalty. Only the loss actually suffered, demonstrated and evaluated by the Customer, may give rise to compensation by the Supplier, after request to and negotiation with the Supplier. In this respect, the Customer must provide the Supplier with any document describing the loss actually suffered.

Article 9: Intellectual property:

Unless otherwise expressly provided, plans, specifications, computer files, technical and commercial documentation, specifications, test results, photographs, samples, prototypes, studies, reports, letters, patents, models and drawings, etc. that the Supplier transmits to the Customer remain its sole property. Consequently, the Customer undertakes not to make any distribution, reproduction or use of it, without the prior, express and written consent of the Supplier and undertakes to use it only within the strict limits of the agreed destination.

Any use of the Supplier's visual identity (i.e. any logo, drawing, image or representation of the Supplier's brand, regardless of its size and medium) within the framework of commercial agreements, promotional or advertising operations, is strictly subject to its prior, express and written consent. Under no circumstances will such an agreement, if it were to occur, be valid for the future or for any operation other than that specially designated by the Supplier.

Even if the Supplier agrees, the Customer expressly refrains, on pain of damages, from making use of this identity likely to cause the Supplier trouble of any nature whatsoever or harm its image. brand.

The Customer guarantees that all information, indications, plans, drawings and specifications transmitted to the Supplier do not infringe industrial property rights or other rights held by third parties.

The Customer who becomes aware of an infringement of patents, trademarks and other intellectual property rights held by the Supplier must inform it immediately by e-mail, confirmed by registered letter with acknowledgment of receipt. The Supplier will have exclusive jurisdiction to settle the dispute relating to any existing or proven infringement impacting the products.

Article 10: Molds – Models – Tools:

Unless proven otherwise, the molds, models and tools that the Supplier develops and manufactures for the production of products conforming to the Customers' specifications remain the property of the Supplier.

Any financing by the Customer to cover all or part of the manufacturing cost of the specific tooling cannot justify a transfer of ownership of said tooling for the benefit of the Customer, and does not authorize the latter to request its transfer to another manufacturer without the Supplier's agreement, nor to restrict its ability to produce for other customers using the same tooling.

The Supplier reserves a right of retention on the molds, models and tools made available to it by its Customers to ensure the manufacture of the products, until full payment of the invoices corresponding to deliveries made by the Supplier.

Concerning the tools belonging to the Customer, the Supplier will no longer assume custody or correlative responsibilities from the moment when, at the end of the commercial relationship, the Supplier has asked it to repossess them. If the Customer does not remove the tools within the allotted time, the Supplier may have them destroyed. The costs of removal and transport or destruction of the tools will then be the responsibility of the Customer.

Article 11: Stocks:

Stocks of raw material(s), components, accessories and finished and semi-finished products built up to meet Customers' needs will be invoiced in full when their account is closed, whatever the reason.

Article 12: International Sanctions – Embargo – Export Control

For the purposes of this clause, the following definitions apply:

- i. “*Embargo*” means any law or regulation that – directly or indirectly – prohibits certain commercial activities, the export, re-export and/or the carrying out of direct or indirect transactions with certain persons or entities.
- ii. “*Sanctioned Entity*” means a legal or natural person, (i) with whom the Supplier cannot sell products or services, (ii) to whom the Supplier cannot directly or indirectly provide an economic resource and/or (iii) with whom the Supplier cannot maintain commercial relations due to the existence of an Embargo. An entity that controls, is controlled by, or is under common control with a Sanctioned Entity as defined above must itself be considered a Sanctioned Entity. The notion of “control” must be interpreted in light of Article L233-3 of the Commercial Code.

1. Sanctioned Entity Status

The Client guarantees, on the date of entry into force of the Contract, that it is not a Sanctioned Entity according to the previously detailed definition.

The Customer must immediately notify the Supplier in writing once it becomes a Sanctioned Entity. In addition, the Customer undertakes to the Supplier not to create interactions between the Supplier and a Sanctioned Entity.

2. Embargo

2.1 The Supplier is entitled to suspend immediately and without any liability the performance of all or part of the Contract by written notification to the Customer, provided that:

2.1.1 the Customer becomes a Sanctioned Entity; and or

2.1.2 an Embargo directly or indirectly impacting the performance of the Contract is imposed or re-imposed; and or

2.1.3 the competent authorities, within the framework of an Embargo, do not issue the necessary authorizations for the delivery of deliverables, prohibit the performance of the Contract and/or interfere in the performance of the Contract by the Supplier.

2.2 In the event of a suspension according to Article 2.1, the Customer (i) is required to reimburse the Supplier for all costs linked to the suspension (including without limitation work already carried out, storage of parts, shipping costs). suspension or cancellation linked to purchase contracts, possibly increase in supply costs, etc. and (ii) undertakes to establish an amendment to the order including at least an extension of the delivery time. In addition, the Supplier is entitled to demand payment of overhead costs and a reasonable margin in relation to these costs.

2.3 The Customer undertakes to inform the Supplier concerning (i) the end customer of the products, (ii) the technical application and (iii) the final destination of the products – it being understood that with regard to point (iii), and as of the date of these GTCS, the following countries/regions are placed under total embargo: Iran, Syria, Cuba, North Korea, Russia, Ukrainian regions of Crimea, Donetsk, Luhansk, Zaporizhia and Kherson.

Article 13: Force majeure – Circumstances beyond the control of the Supplier:

Neither party may be held liable if the non-performance or delay in the performance of one of its contractual obligations results from a case of force majeure. The Supplier therefore reserves the right to suspend, cancel, delay or modify the execution of its delivery obligation, without giving the Customer the right to claim or financial compensation, in the event of the occurrence of a case of force majeure.

As such, force majeure means any external, unpredictable and irresistible event within the meaning of the provisions of Article 1218 of the Civil Code and the definition usually retained by French case law.

Furthermore, it is expressly agreed between the Supplier and the Customer that circumstances beyond the Supplier's control constitute circumstances of force majeure or fortuitous circumstances, and without any limitation, the following events: strikes of all or part of part of the Supplier's staff or its usual transporters or subcontractors, lockouts, destruction of manufacturing premises and/or even partial production tools of the Supplier, production stoppages due to fortuitous breakdowns, transport

interruptions, obstacles to the movement of goods, the impossibility of being supplied or obtaining raw materials or components for any reason whatsoever, administrative limitation of the use of raw materials or components, difficulty access to the raw materials and energy market, the interruption of energy delivery, the failure of an energy supplier, the exceptional increase in activity of the Supplier, epidemics and pandemics, it is i.e. the development and spread of a contagious disease on the national or international territory, war, thawing barriers, roadblocks for a cause not attributable to the Supplier, etc.

The Party invoking force majeure is required to inform the other Party in writing within a reasonable time by registered letter with acknowledgment of receipt of the occurrence of the cessation of the event or circumstance qualifying as force majeure and undertakes to take all measures to limit the harmful consequences of this event for the other Party.

In any event, the Parties will endeavour in good faith to take all reasonably possible measures to continue performance of the Contract.

If a force majeure event persists for more than one (1) month, the Contract may be terminated for convenience with immediate effect by the non-affected party after sending a registered letter with acknowledgment reception.

Article 14: Personal data – Compliance – Corporate Social Responsibility

14.1 The Parties undertake to carry out any processing of personal data in accordance with the general data protection regulations of April 27, 2016. The Supplier, in its capacity as data controller, carries out computerized processing of the Customer's data in particular in the context of the execution of orders, the management of commercial relations and the offers offered, delivery, invoicing and, where applicable, the recovery. The personal data collected are strictly necessary for the proper functioning of the commercial relationship as established between the Supplier and the Customer. Failure to communicate this data may prevent said commercial relationship.

Personal data is kept for the entire duration of the commercial relationship and within the limit of the legal limitation period.

They are used by the Supplier's internal services as well as its possible subcontractors and/or service providers.

For further information on their processing, the security and personal data management policy can be consulted on the site: <https://www.knauf.fr/politique-securite-gestion-donnees-personnelles>.

The Customer has in particular the right to access his data, to rectify them, to limit them and to oppose their processing and request their erasure by sending a letter to the postal address of the Supplier's headquarters or by email to the following address: donneespersonnelles@knauf.com. The Customer also has the right to lodge a complaint with the competent supervisory authority (in particular with the CNIL).

14.2 The Parties hereby undertake to respect and comply with international, national, federal and local laws, standards, regulations and directives, and all other applicable obligations directly or indirectly associated with respect for fair business practices, anti-corruption, embargoes, control and/or restriction of imports and/or exports, and any other sanctions promulgated by the UN, the EU, and/or any governmental entity of the United States America (OFAC...) (hereinafter collectively referred to as the “**Standards**”, including any subsequent amendments to said Standards).

Likewise, and in addition to the Standards defined above, the Supplier has developed and implemented a Code of Conduct (hereinafter the “**Code**”), which integrates fundamental and mandatory requirements and principles, themselves resulting from the Standards. This Code can be consulted at the following address: <https://knauf.com/en/legal-pages/compliance>

14.3 The Supplier is a member of the United Nations Global Compact program and undertakes to respect its ten founding principles grouped within four fundamental themes: human rights, working conditions, the environment and the fight against Corruption.

The Client must conduct its business ethically, in accordance with applicable international, national and local laws and regulations, and under conditions consistent with the aforementioned principles. It undertakes to ensure compliance with the terms by all of its staff, by the companies of the group to which it belongs as well as by its subcontractors.

Article 15: Resale – Customer Independence

The Supplier's Products comply with the legislation applicable in France and are adapted to the characteristics and standards of supply and consumption on French territory (excluding DROM-COM). In the event that the Customer resells the Products outside this territory, the Customer will be solely responsible for compliance with all legal and regulatory provisions applicable locally.

The Customer is solely responsible and authorized to set the resale prices of the Products. Any recommendation (recommended prices, recommended marketing prices, recommended indicative prices) communicated by the Supplier cannot in any way affect the Customer's freedom to determine its resale prices.

Article 16: Waiver:

The fact that the Supplier does not avail itself at a given time of any of the clauses herein cannot constitute a waiver of its right to avail itself subsequently of these same clauses.

Article 17: Severability

The possible voidness of one of the stipulations of these GTCS will not entail the nullity of all the GTCS. In such a case, the Customer and the Supplier will meet, at the request of the most diligent Party, in order to replace the void stipulation with a valid stipulation while maintaining, as far as possible, the initial balance of commercial relations.

Article 18: Applicable law – Dispute:

French law, with the exception of its own conflict of laws rules, alone governs the Supplier's sales. The GTCS are written in French. In the event that they are translated into one or more foreign languages, only the French text will be authentic in the event of a dispute.

The provisions of the United Nations Convention on Contracts for the International Sale of Goods, signed in Vienna on April 11, 1980, are inapplicable herein.

If a dispute arises over the validity, interpretation, execution, resolution and/or termination of the commercial relationship, the Customer and the Supplier will endeavour to seek an amicable solution in the broadest spirit of conciliation and thus expressly undertake, before any recourse to the judicial authority, to attempt to find, in good faith, between themselves, a satisfactory agreement which will put an end to their dispute.

If the dispute cannot be resolved amicably for a period of more than two (2) months, it will, at the request of the most diligent Party, be brought before the courts of the Supplier's head office, which will have sole jurisdiction. , even in the event of an incidental claim for warranty appeal or in the event of multiple defendants and with the exception of specific provisions regarding restrictive competition practices.

Article 19: Limitation

By way of derogation from article L110-4 of the Commercial Code, and except in the case provided for in article 7 of these General Conditions of Sale, the rights and obligations arising between the Parties during their commercial relations will be prescribed one year after delivery of the Products. After this period, the Parties will no longer be able to take legal action against each other.

Article 20: Confidentiality

All models or technical documents relating to the Products, or their manufacture (“**Confidential Information**”), disclosed by one of the Parties to the other, following the formation of the Contract, will remain the exclusive property of the disclosing Party. This Confidential Information cannot under any circumstances be used without the written consent of the disclosing Party, except in situations of construction, operation or maintenance of the Products, nor be copied, reproduced, transmitted or communicated to a third party. All Confidential Information disclosed by either Party must be returned to the disclosing Party upon request. The Supplier retains full ownership, as well as all intellectual property rights relating to all Confidential Information, which may under no circumstances be transferred or disclosed without the prior consent of the Supplier.