GENERAL TERMS AND CONDITIONS

Applicable from January 1st, 2025 – Version 25.1

1. SCOPE OF APPLICATION

These General Terms and Conditions (GTC) of sales are translated in English from the original "Conditions Générales de Vente" (CGV) of the Supplier. If there is any mistake in translation between the French and the English version, the French version must be applied and considered as the sole authentic contract.

For the purposes of these Terms and Conditions, the term "Supplier" refers to the company EUROMAC and "Customer" refers to the party receiving goods or services from the "Supplier". According to the Article L441-6 of the French Code de Commerce, this document is the sole basis of the sale to the exclusion of any purchase conditions of the Customer. Customer's terms that conflict with or deviate from these GTC will not be accepted, even in case of acceptance of the order by the Supplier. Any Customer's order implies full acceptance of these GTC. Nullity of one clause does not imply nullity of other clauses.

2. OBLIGATIONS

2.1. Supplier obligations

The Supplier will take into account Customer's requests and will respect them within the limits of feasibility, compliance with the contract and professional standards. The Supplier will inform the Customer of implementation constraints and possible effects related to the use of the product within the limits of his technical knowledge.

2.2. Customer obligations

The Customer must provide all complete, precise and reliable information concerning in particular: his clearly expressed needs; conditions of use and the environment of the product; composition and particularities of the materials machined with the product. The satisfaction of Customer needs will largely depend on this information.

The Supplier will not be responsible for the consequences of an omission or an error in the information provided by the Customer in relation to the characteristics expressly defined in the contract or the Supplier's technical instructions. This collaboration also applies to the study, production and development phases of the product.

3. PRODUCT DESTINATION

The Supplier undertakes to deliver products that comply with technical regulations that apply to them and technical standards to which he has explicitly declared conformity.

The Customer is responsible for using the product under normal conditions of use and in accordance with safety and environmental legislation in force where the product will be used.

4. PRICE

Prices are established in Euros, excluding VAT, packaging, freight, customs, insurance and shipping costs. International orders are shipped under the Incoterm "ExWorks". The full Price List of standard products is available on the Supplier's website. Unless expressly stipulated otherwise, other offers are valid during 30 days. Prices are only valid for products and quantities mentioned in the offer. Additional services or supplies will be charged extra.

5. EXTRA FEES

As part of its CSR policy, the Supplier ensures that its carbon footprint is limited. In this context, any additional action requested by the Customer from the Supplier and resulting in an increase in its carbon footprint (transport, consumption of resources, data storage, etc.) will be subject to extra fees. Some common actions are described below.

5.1. CAD before ordering

A drawing is sent to the Customer for validation upon receipt of an order for special tools. Technical information about standard tools such as dimensions and diagrams is in the Supplier's catalog available on its website. If the Customer wants to receive a drawing before ordering, CAD fees will be charged (30€ per drawing VAT excluded).

5.2. Reporting and Conformity Certificate

Upon Customer's request while ordering, the Supplier is able to delivery extra documents such as personalized control reporting or a Conformity Certificate. This service will be charged extra (15€ per document VAT excluded).

5.3. Minimum billing amount

The minimum billing amount is 100€ excluding VAT and including discounts and shipping costs. Under this amount, billing fees corresponding to the difference will be charged.

5.4. Return fees

Returns are subject to a 20% restocking fee with a minimum amount of 30€ VAT excluded when there is no quality defect confirmed by the Supplier (Article 10).

6. TRIAL

Tests may be planned at the Supplier or the Customer's office by specific agreement. In this event, the Customer will provide at its own expense to the Supplier all materials, fluids, energy and people necessary for the tests.

7. ORDER

7.1. First order

For any first order, the Customer must fill and return the form *CAOR* (Customer Account Opening Request) to the Supplier with a RIB (bank details). Prepayment upon ordering is required for any first business. For subsequent orders, payment terms may be negotiated between the parties (cf. Article 11.3).

7.2. Agreement

The contract is only perfect subject to express acceptance in writing of the Customer's order by the Supplier. Any order accepted by the Supplier will result in the Customer's acceptance of the Supplier's offer. The contract is limited to products and services mentioned in the order confirmation, subject to Article 9.2.

7.3. Modification

Any modification of the contract requested by one of the parties is subject to the express acceptance of the other party. However, the Supplier is allowed to make any technical modification to the product as long as this modification has no negative impact on the utility value or performance of the product ordered.

7.4. Cancellation

The order confirms irrevocable consent of the Customer. This order may not therefore be canceled without express prior written agreement from the Supplier. Consequently, if the Customer requests the cancellation of all or part of the order, the Supplier has the right to request execution of the contract and full payment of the amount stipulated therein. In the event of an agreement between the parties to terminate the contract, the Customer must compensate the Supplier for all costs incurred and for all direct and indirect consequences which will arise. In addition, deposits already paid will remain acquired by the Supplier as first compensation.

8. DELIVERY TIME

Manufacturing times run from the date of the written order confirmation sent by the Supplier to the Customer. However, they do not run if the Customer has not satisfied one or more of his obligations and in particular: payment of the deposit if it has been agreed; provision of all necessary information and authorizations; validation of drawings; etc.

Manufacturing times are indicative unless otherwise stipulated. They are suspended in the event of force majeure. The extension of the stipulated deadline does not under any circumstances neither justify the cancellation of the order nor give rise to any penalties unless they have been specially agreed in the contract. The delivery time shall be deemed to have been observed if the goods have left the Supplier's warehouse. Partial deliveries are allowed unless expressly stipulated otherwise.

9. SHIPMENT

9.1. Private Label Request (PLR)

The Customer who wants « private label » products must fill out and return the specific *PLR* form to the Supplier for acceptance. This form is available on the Supplier's website. The Customer may not criticize the presence of the brand if the PLR form has not been expressly accepted by the Supplier prior to the order.

In the absence of a private label agreement, the Supplier's brand may appear in a non-exhaustive manner on: tools; delivery notes; shipping labels; packaging; documentation; etc.

9.2. Delivered quantities

According to the professional standards, when special tools are manufactured, the delivered quantities may vary by plus or minus 10% compared to the ordered quantities (with a minimum of one piece), unless otherwise stipulated in the specific conditions expressly accepted by the Supplier.

9.3. Packaging

Packaging costs are supported by the Customer. If he wants specific packaging, he has to request it expressly to the Supplier before ordering.

The Supplier's packaging complies with environmental regulations applicable according to the product destination (Article 3). The Customer undertakes to eliminate the packaging in accordance with his local environmental legislation.

9.4. Shipping costs and risks

Packaging and shipping cost list according to weight and Customer's location is available on the Supplier's website. Delivery is deemed to have been made upon availability at the Supplier's office. Transport, insurance, customs and handling fees are the sole responsibility of the Customer at his own expense and risks, as soon as the product is available at the Supplier's warehouse.

The Customer should subscribe to an insurance covering all the risks related to the product as soon as it is available at the Supplier's office. This insurance must include a waiver of recourse by the Customer and his insurers against the Supplier and his. In all cases the Customer must verify the conformity of the product to the contract at his own expense and under his responsibility. If necessary he must express reservations or assert a claim against the carrier within legal deadlines. The reference "subject to unpacking" has no legal value and may not be considered as a clearly expressed reservation. No complaints regarding possible missing items will be accepted after 15 days from the shipping date.

The immediate transfer of risks does not prevent the Supplier from exercising his Retention of Title right (Article 13).

10. RETURN POLICY

Any return requested by the Customer is subject to express prior written agreement from the Supplier. The Customer does not have the right to return a product without this agreement, even if he has previously obtained the Supplier's agreement for a similar product.

If the return is accepted by the Supplier and the tools checked are actually in their original condition, a credit note for the price of the product concerned will be issued including return fees (cf. Article 5.5). A compensation order equal to the amount of the credit may be requested.

If the return is accepted by the Supplier, it must notably meet the following cumulative conditions:

- No returns will be accepted beyond 60 days from the date of the shipment;
- No returns will be accepted on items that are not maintained in stock by the Supplier. Thus, no returns will be accepted on specials;
- The Customer must return the product postage prepaid at its own expense and risk to the place indicated by the Supplier or, in the absence of details, to the shipping address of the Supplier;
- The product must be returned in perfect condition, well protected and in its original packaging;
- No modification on the product by the Customer or a third party will be accepted;

11. PAYMENT

11.1. Payment methods

The payment method accepted by the Supplier is bank transfer. Early-payment discounts must be agreed expressly in writing.

11.2. Payment terms

The parties may negotiate payment terms regarding country laws, political context, financial criteria or any other valid reason accepted by the parties. Payment terms are mentioned in the invoice with the Supplier's bank details for the payment. Payment terms agreed in the contract may not be changed unilaterally by the Customer under any pretexts whatsoever, including in the event of a dispute.

11.3. Late payments

According to the French law (Article L441-6 paragraph 12 of Code de Commerce, amended by Law n°2012-387 of March 22nd, 2012), any late payment from the first day following the payment date appearing in the invoice makes the following automatically payable:

- Default interest at the applicable rate of the European Central Bank increased by 10 points;
- A lump sum compensation of 40€ for recovery costs (French Law of March 22nd, 2012 and Article D 441-5 of the French Code de Commerce);
- If the effective recovery costs exceed 40€, the Supplier may claim for a complementary lump sum compensation (Article L441-6 of the French Code de Commerce;
- The right to assert claims for further damage remains reserved.

If the Customer is in default of payment or financial difficulties or in the event of geopolitical risks, the Supplier shall be entitled, furthermore, to suspend delivery of other products ordered by the Customer until all claims for payment from the entire business relation are settled in full, irrespective of legal grounds of the claim. The Supplier may also change the contractual payment terms to “pre-payment upon ordering” if he deems it necessary.

11.4. Automatic debit prohibition

Any application of automatic debit or credit by the Customer is prohibited (Article L442-6 I paragraph 8 of the French Code de Commerce). Any automatic debit will constitute a default of payment and will result in the application of the previous Article 11.3 hereof, governing late payments.

12. WARRANTY AND LIABILITY

12.1. Warranty

In the event of a proven defect related to the manufacture, the Supplier will repair or replace the product that is shown to be defective based on circumstances occurring before the transfer of risk and that has been returned to the Supplier’s warehouse at the Customer’s own expense.

The Supplier’s obligation does not apply in the event of a defect resulting either from a design or an implementation imposed on the Supplier by the Customer, or from insufficient information provided by the Customer.

12.2. Technical assistance and maintenance

Technical assistance, implementation and maintenance of the product are the responsibility of the Customer at his own expense. These services may be subject to a specific offer from the Supplier if the Customer requests it.

12.3. Customer’s obligations

Warranty claims of the Customer require that the Customer has properly examined the delivered products without undue delay after their delivery and has properly reported the defect to the Supplier without undue delay. Notices of damage must be done in writing stipulating the defect specifically.

12.4. Supplier’s liability

The Supplier’s liability is strictly limited to the obligations hereof. Except in the event of body injuries or negligence, it is expressly agreed that the Supplier will not be liable for any compensation including consequential or not or indirect immaterial damage such as in particular loss of profit, loss of business or income, third party complaints, etc.

The Supplier’s liability is limited to direct material damage caused to the Customer and which results from faults exclusively attributable to the Supplier in the execution of the contract.

In any event, the Supplier’s civil liability may not exceed the amount of the delivered product.

The Customer and his insurers waive recourse against the Supplier and his insurers for damage excluded by these GTC or by the contract.

12.5. Warranty exclusions

Any warranty or liability is excluded in the event of force majeure or in particular in the following events:

- Normal product wear;
- Use of the product with machines and/or machine equipment not adapted to the technical specifications of the product;
- Damage or accident resulting from negligence or lack of supervision from the product user;
- Lack of competence of the product user;
- Non-compliance with use and maintenance instructions of the product;
- Non-compliance with safety regulations and environmental conditions applicable to the Customer;
- Any intervention on the product by the Customer or a third party: modification, repair, addition of non-original or remanufactured spare parts, etc. without the express agreement of the Supplier;
- Default of payment from the Customer.

13. RETENTION OF TITLE

The Supplier retains ownership of the delivered products until full payment of the corresponding invoice, including all ancillary costs (Article 2286 of the French Civil Code). The Customer is obliged to treat the products with care until such time as the title is transferred. In the event of payment default, the Supplier shall be entitled to demand the return of the delivered products, and the Customer shall be obliged to return them at his own expense and risks.

In case of such a claim, the eventual deposit already paid will remain definitively acquired by the Supplier as first compensation, without affecting his right to obtain full compensation for his prejudice.

The Customer may not sell or pledge the delivered products nor assign them as security. The Customer must notify the Supplier without undue delay of any pledging, seizure or any other intervention by a third party.

14. INTELLECTUAL PROPERTY

All the drawings, studies, descriptions, technical documents or quotes communicated to the other party are intended for the evaluation and discussion of the Supplier’s commercial offer, and then, in the event of an order, the execution of the contract.

They may not be used by the other party for any other purposes or communicated to a third party without express prior consent of the documents owner. The parties retain all material and intellectual property rights over their own documents lent to the other party. These documents must be returned to the owner upon first request.

Moreover, the Supplier’s studies, even developed following the Customer’s specifications and leading to an improvement in the use value of the product, remain his exclusive property and may not be communicated, executed or reproduced without his express prior written agreement. Payment for studies does not imply any transfer of any intellectual property rights to the buy of the studies.

Any transfer of intellectual property rights may be subject to a specific written agreement.

Product and service prices of the Supplier do not include the transfer of the intellectual property rights nor know-how thereof. These elements remain the entire property of the Supplier, including the intellectual property rights of software, applications and specific developments carried out under the contract.

No legal provision requires the Supplier to provide the Customer with manufacturing drawings and/or documentation. The prototypes transmitted to the Customer are covered by strict confidentiality. They may only be communicated to a third party with the express prior written agreement of the Supplier.

The parties guarantee that the content of contractual documents at the time of the contract conclusion and their implementation conditions do not use any intellectual property rights or know-how owned by a third party. They guarantee that they may dispose of it freely without contravening any contractual or legal obligation.

In the event of counterfeiting or unfair competition against a third party, both parties are jointly liable for the direct or indirect consequences.

15. CONFIDENTIALITY

The parties reciprocally undertake a general obligation of confidentiality relating to any confidential oral or written information, whatever it may be and whatever the medium (discussion report, drawing, data exchange, activities, installation, projects, know-how, products, etc.), exchanged as part of the preparation and the execution of the contract, except information which is generally known to the public or which will become so otherwise than due to or through the fault of one of the parties.

Consequently, the parties undertake to:

- Keep all confidential information strictly secret and, in particular, never disclose or communicate, in any way, directly or indirectly, all or part of the confidential information, to anyone, without the prior and written agreement of the other party;
- Do not use all or part of the confidential information for any purpose other than the execution of the contract;
- Do not make a copy or imitation of all or part of the confidential information;
- Take all necessary measures to ensure compliance with this obligation of confidentiality, throughout the duration of the contract and even after its expiry, and ensure compliance with this obligation by all of their employees. This is a strict liability (obligation to achieve the confidentiality protection result).

16. IMPREVISION

In the event of the occurrence of an event external to the parties likely to make the execution of her obligations detrimental to one of the parties, they agree to negotiate the modification of the contract in good faith.

The following events are targeted in particular: variation in raw material prices, modification of customs duties, changes in exchange rates, changes in legislation.

Failing agreement, the parties will call for conciliation with the competent jurisdiction acting as amicable composer.

17. FORCE MAJEURE

Force majeure is defined as any event unforeseeable, irresistible and resulting from circumstances external to the parties which prevents the execution of the contract.

None of the parties may be held responsible of her delay or failure to perform any obligation under the contract if this delay or failure is the direct or indirect effect of force majeure, such as:

- Natural cataclysm;
- Armed conflict, war, attacks;
- Labor conflict, total or partial strike among the Supplier or the Customer;
- Labor conflict, total or partial strike among suppliers, posts, carriers, service providers, public services, etc.;
- Mandatory injunction from public authorities (prohibition to import or export, embargo, etc.);
- Lack of suppliers;
- Operating accident, machine breakdown, explosion, etc.

Each party will inform the other party without undue delay of the occurrence of such a force majeure event which is likely to affect the execution of the contract. If the duration of the event exceeds one month, the parties must discuss as soon as possible to examine in good faith the evolution of the contract.

18. APPLICABLE LAW

The substantive French law to the exclusion of all references to other jurisdictions and international treaties shall apply. Place of performance and jurisdiction shall be the registered office of the Supplier.

Customer’ signature preceded by “read and approved”,
Customer’s name and date of signature.

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