

## **GENERAL SALES TERMS & CONDITIONS (Ts&Cs) OF Tokai COBEX Savoie SAS**

- valid as of 2021 -

### **1. Signing of contract**

Tokai COBEX Savoie (hereinafter referred to as the "seller")'s offers, its contracts and the resulting orders are subject to the general conditions of sale below, which are expressly and unreservedly accepted by the purchaser. The purchaser shall only be able to take advantage of opposite clauses resulting from particular conditions or from his own conditions of purchase to the extent that each one of said clauses has been stipulated or accepted, expressly and in writing, by the seller within a maximum of 15 days of the contract of sale being sent.

Contracts of sale submitted to the seller's agents are only definitive once they have been accepted and confirmed in writing by the seller.

Should the seller accept the cancellation of all or part of an order, the products already manufactured or in process in plants which are owned by the seller or his subcontractors, and any expenses incurred by said order, will be payable by the purchaser.

### **2. Failure to fulfil obligations**

Should the purchaser refuse to accept delivery of products, the seller is entitled to claim damages from the purchaser, in addition to the price of the products, for non-respect of the contract corresponding, in particular but not exclusively, to exchange rate losses and/or the difference between the contractual price and the market price for the products on the date of delivery initially scheduled or on the date of the delivery being refused, whichever the seller chooses.

### **3. Shipment - Transfer of ownership - Reception - Quantities**

The seller's products are shipped under the conditions defined in INCOTERMS® 2020 – ICC (or subsequent versions), in particular as regards the transfer of risk. The transfer of ownership takes place at the same time and under the same conditions as the transfer of risk subject to the provisions of article 8 below. Unless otherwise stated, orders are considered as having been carried out in their entirety once the tonnage or number of parts delivered corresponds to that stated in the contract, plus or minus 5 %. In the case of orders made up of successive deliveries or of several specifications, the same tolerances apply to each delivery or specification.

Any claim for weight or damage during transport shall be made immediately upon delivery of the products, by telex or fax. In the case of dispute, the parties shall appoint, by common accord, an independent expert who shall appraise the claim and whose decision shall be binding for both parties. The cost of the appraisal shall be borne by the party judged defaulting. Nevertheless, the parties agree to refrain from making claims when the discrepancy in tonnage delivered does not exceed 2 % of that on the certificates of weight.

Any damage or shortfall upon delivery shall give rise to statements of reserve, signed by both parties and made on the delivery schedule kept by the transporter. A registered letter confirming such reserves shall be sent to the transporter within three days of the delivery.

### **4. Lead times**

The seller's lead times specified on the order acknowledgement form are to be understood as dispatch from the seller's facilities, and the latter shall not be liable for delays attributable to the transporters, regardless of the Incoterm given in the contract of sale. Although the seller undertakes to make its best effort to respect lead times, the order cannot be cancelled nor damages be claimed, in the event that delivery takes longer. Even in the case of the seller formally agreeing to pay compensation if a lead time is not respected, the carrying out of the supplies may be withheld or delayed, without the seller being liable for compensation, if payment conditions are not honored by the purchaser or if information to be supplied by the latter does not reach the seller within the required time.

### **5. Price**

Except otherwise expressly agreed in writing, prices are to be understood as referring to the date of offer and exclusive of taxes and import duties.

### **6. Methods of payment**

Invoices are payable to the seller's registered office, at the latest within 30 days from the end of the month of the date of invoice, unless otherwise stated in the contract of sale mentioned in the invoice. The date of payment is to be understood as the value date of the credit to the seller's account. The seller reserves the right to ask for guarantees in consideration of the amount of credit granted.

### **7. Failure to pay**

Failure to do any payment or failure to accept any draft within 15 days of issuance and submission for approval, shall ipso jure and without formal notice give the right to seller to terminate the sale at its own discretion, without prejudice to any claim for damages. In the case of late payment, the purchaser shall ipso jure and without prior formal notice be liable, as from the day after the date on which such sum is due and until its effective payment, for late payment interest at a rate per annum equal to 10 %.

In addition, in case of late payment, the purchaser shall own by law and without any notice to the Seller, as per article L441-6 of the French

Commercial Code, a special lump sum for collection cost damages for an amount set in decrees.

Any late payment, failure to pay, or substantial change in the purchaser's situation (transfer of business, change of control, etc.) entitles the seller to demand payment prior to any shipment.

### **8. Ownership reserve**

It is expressly agreed that the transfer of ownership of the products is delayed under the present clause until full payment has been made for the price of the products delivered, including capital sum, interest, costs and any other incidental expenses related to the contract of sale which the seller is entitled to claim.

This clause in no way opposes the above dispositions regarding the transfer of risk for the products. In the case of total or partial non-payment of the price for whatever reason, the seller may demand that the product delivered to the purchaser be returned, notwithstanding any pledging, bailment, mortgage or any other legal, judicial or conventional securing or privilege covering said products, at the purchaser's expense without the seller being thus obliged to refund any payments made. The return of products shall apply in order of preference to the products neither used nor sold by the purchaser.

In the event of total or partial destruction of the products, the purchaser shall pass on to the seller the profits from compensation paid by the insurance company, within the limit of the sums owed by the purchaser to the seller.

### **9. Guarantee**

Unless the purchaser's technical specifications are duly accepted by the seller, the seller's guarantee is limited to the supply of products meeting the seller's own technical specifications, mentioned in the commercial offer and excluding any guarantee of performance. This opposition also covers the products packaging. The technical specifications used are controlled using the seller's methods.

The seller's contractual liability is limited to the replacement of the product, without any other compensation whatsoever. The product replaced remains the property of the seller. The product replaced shall only be returned to the seller's plants with the seller's written consent and under the conditions stipulated by the seller. Any claims shall be made by registered letter with acknowledgement of receipt, within 3 months at the latest of the product being delivered and before the product is used in any way.

### **10. Force Majeure**

Any event beyond either party's will or control, the effect of which is to disturb the normal running of production, delivery or supply, is considered as a case of force majeure (in particular war, whether declared or not, riot, uprising, revolution, strike, lock-out or other disturbances, shortage or reduction in raw material or energy supply, stoppage or disturbance or transport or other usual means of communication, accidents, damage to plants, explosions, fire, flood, administrative hindrance, natural disasters, etc.). The party calling upon force majeure shall immediately inform the other by registered letter, and, as far as possible, give notice of the length of time for which the former expects to be unable to fulfil its obligations. The party thus affected shall be exempt, without having to pay any compensation whatsoever, from carrying out the obligations resulting from the order, except for the payment of products already delivered and to the extent that the effects of the force majeure event have not ceased. Nevertheless, if such effects last longer than six months following notification of the force majeure event, the parties shall meet to discuss how to continue with the order and any steps to be taken. If the parties do not reach an agreement:

- If force majeure was called upon by the purchaser, the seller shall have the right to annul the order.
- If the force majeure was called upon by the seller, the purchaser shall have the right to annul the order. Such annulment shall not give rise to any compensation whatsoever.

### **11. Governing law - Jurisdiction**

The present general conditions of sale, the contracts covered by them and all related matters, are governed by French law, with express exclusion of the provision of the Convention on Contracts for the International Sale of Goods, Vienna, April 11<sup>th</sup>, 1980 (CISG). Disputes shall be settled by the Commercial Court of Nanterre, France (*Tribunal de Commerce de Nanterre*) which will have exclusive jurisdiction.

### **12. Legally acceptable language**

In case of contradiction or discrepancies between the French version and the English version of the present general conditions of sale, the French version shall prevail.