

1. APPLICATION OF THE GENERAL TERMS AND CONDITIONS OF SALE - OPPOSABILITY

These general terms and conditions of sale constitute, in accordance with article L. 441-6 of the Commercial Code, the sole basis for the commercial negotiation between the parties. They are systematically and in advance communicated by S.A.R.L RUSTIN (hereinafter RUSTIN) to any buyer (hereinafter the Customer) who requests it to enable them to place an order. The fact that RUSTIN does not avail itself at any time of these general terms and conditions of sale shall not be construed as a waiver of any subsequent application of said conditions.

The general terms and conditions of sale apply on the day of the order for sales of products of any kind (product) to any persons (Customer).

The order placed implies the full and unreserved acceptance of RUSTIN's general terms and conditions of sale by the Customer, which waives all conditions which it has stipulated and which have not been accepted by RUSTIN, and in particular the general terms and conditions of purchase of the Customer.

Except as expressly agreed and/or otherwise agreed by RUSTIN, the information on the data sheets, notices and price offers is given as an indication only, these may be modified at any time until delivery due to changes in economic and/or technical conditions and in particular in the case of an increase in the price of labour, energy or the purchase prices of raw materials.

These general terms and conditions of sale are written in French in their original version which, alone, is authentic and supersedes all other versions. These general terms and conditions of sale cancel and replace the general terms and conditions of sale previously issued by RUSTIN and are effective as of 1 January 2021. They may be supplemented by Special Conditions of Sale granted by the RUSTIN Management in the context of its commercial policy in return for the performance by the Buyer of obligations requested by RUSTIN relating to purchase-sale transactions.

2. ORDERS

In order to be valid, the order must specify in particular the quantity, type and references of the products sold as well as the agreed price, the conditions of payment, the place and the date of delivery.

The order includes exactly and only the products specified in the acceptance of the order.

Any order is only valid and the contract of sale deemed to be formed only after the written acceptance of RUSTIN through an acknowledgment of receipt of the order. However, this acceptance may also result from the sending of the products to the Customer.

A minimum order quantity of EUR 1000 is required.

The benefit of the order is personal to the Customer and cannot be transferred without RUSTIN's agreement.

In the event of an order giving rise to an infringement, it is formally stipulated that the Customer will bear the sole responsibility for any civil penalties and will remain liable for payment of the undelivered products. In general, they will have to exempt RUSTIN from all kinds of liabilities and costs, which are driven by the consequences of their order.

3. ORDER MODIFICATION OR CANCELLATION

No guarantee is offered by RUSTIN as to the right of contractual or legal withdrawal. An accepted order may not be cancelled or modified without the prior written consent of RUSTIN. In the event of acceptance of the cancellation, RUSTIN reserves the right to charge the Customer the charges and disbursements incurred.

4. PRICE

Prices charged to Customers are based on a price study and the prices in effect on the date of acceptance of the order.

Prices are in euro, excluding taxes, including packaging, ex works, unless otherwise specified.

Delivery charges are not included. VAT is that applicable on the day of the order, any change in rates may be reflected in the price of the Products.

Unless otherwise agreed, the prices listed in the order are only valid for a maximum period of 1 month.

Unless otherwise agreed, any tax, right or other benefit payable under the French regulations or those of an importing country or a country of transit shall be borne by the customer.

Any order for which the amount is less than EUR 1000 shall give rise to a lump sum of EUR 350 to cover the administrative costs.

5. PAYMENT TERMS

1) Terms

Unless otherwise agreed, the products are payable at the latest thirty (30) days at the end of the month from the date of the invoice, by cheque, banker's draft or transfer, sent to Etablissements L. RUSTIN at F-72340 Chartre sur le Loir, in euros.

In the case of deferred or forward payment, the payment is not understood as the mere delivery of a commercial paper or a cheque involving an obligation to pay, but their payment on the agreed deadline.

2) Delay or default

In the event of a delay in payment, RUSTIN may suspend all orders in progress, without prejudice to any other action.

Any amount not paid at the due date appearing on the invoice shall, as of the day following the date of settlement on the invoice, be entitled to the application of penalties for delay of an amount equal to three (3) times the legal interest rate. Penalties are payable without a reminder being required. A flat-rate compensation of forty (40) EUR is also payable for collection costs. In the event that the recovery costs incurred are higher than this fee, RUSTIN may apply for additional compensation on justification.

Unless otherwise agreed, the amount of such late interest will be charged as full right on all discounts, rebates or discounts due by RUSTIN.

The Customer will be required to pay, as a penal and lump sum clause, compensation set at fifteen (15)% of the total amount of the outstanding amounts.

In the event of default, forty-eight (48) hours after a formal notice which has remained unsuccessful, the sale will be terminated automatically if it appears to RUSTIN who may request, in reference, the return of the products, without prejudice to any other damages. The resolution will affect not only the order in question, but also all previous unpaid orders, whether delivered or in the process of delivery and whether their payment has expired or not. In the case of payment by commercial paper, the failure to return the paper will be considered as a refusal of acceptance which is considered to be a default of payment. Similarly, where the payment is deferred, non-payment of a single amount due will result in the entire debt becoming immediately due, without any formal notice.

In all the above cases, amounts that would be due for other deliveries, or for any other reason, will become immediately payable if RUSTIN does not opt for the resolution of the corresponding orders.

Under no circumstances may payments be suspended or compensated without the prior written consent of RUSTIN. Any partial payment will be counted first against the non-privileged part of the debt, then on the sums with the oldest due date.

RUSTIN does not intend to give any discount for cash payment or for payment made on a date earlier than the date resulting from the general terms and conditions of sale.

Demand for guarantees or payment

Any deterioration in the Customer's credit may justify the requirement for a guarantee prior to the fulfilment of the orders received.

RUSTIN reserves the right, at any time, depending on the risks involved, to set a ceiling on the overdraft of each Customer and to demand certain payment periods or guarantees, up to the requirement of payment before manufacture by proforma invoice.

6. DELIVERY – TRANSFER OF RISK

1) Terms

Delivery is carried out in accordance with the order. Unless otherwise agreed, by reference to Incoterms® 2020, delivery is deemed to be performed EXWORKS, i.e. "at the factory". The shipper or carrier is designated by the Customer, or, in the absence of such designation, by RUSTIN in the name and on behalf of the Customer.

The Customer agrees to take delivery within 29 days of the notice of supply. If this period has expired, RUSTIN may consider that the order is cancelled and the sale unilaterally terminated by the Customer.

2) Deadlines

Delivery times are indicated as accurately as possible but depend on the supply and transport possibilities of RUSTIN and its suppliers. These deadlines are given as an indication only. Exceeding them may not result in cancellation of the order or compensation of any kind. RUSTIN is authorised to make deliveries in whole or in part.

3) Risks

The transfer of risks relating to the Products is deemed to be made at the time of delivery. Products travel at the Customer's own risk, regardless of their modes of transportation or the terms of payment of the cost of transportation.

7. RECEIPT

It is up to the Customer to check the shipments on arrival and to make any reservation and claim that would appear justified. These must be sent to the carrier, by registered letter with acknowledgment of receipt within (3) working days after receipt of the Products for sales made in metropolitan France, with this time extended to fifteen (15) days for other sales, with a copy sent to the RUSTIN Management.

If the products delivered do not conform to the specification indicated in the acceptance of the order or are affected by apparent defects, the Customer shall, under penalty of forfeiture, make its claims by registered letter with request for acknowledgment of receipt within eight (8) days of delivery, without prejudice to the arrangements to be made with regard to the carrier.

It will be the Customer's responsibility to provide any justification for the actual defects or anomalies. It shall be up to RUSTIN to provide any facility for finding these defects and to remedy them. It shall refrain from intervening itself or from involving a third party for this purpose.

In this regard, the Customer expressly acknowledges, in accordance with usage, that the quantities ordered will be delivered and invoiced within the limits of plus or minus ten (10)% to cover surpluses or shortages that may result from industrial production. Similarly, the dimensions, aspects, colours and weights of the Products are subject to variations inherent in their nature and/or manufacture and therefore benefit from ISO and NF tolerances of use. Accordingly, the Customer waives any dispute, action or remedy of any kind relating to the non-conformity of the products with the specifications indicated in the acceptance of the order.

8. RETURNS*1) Terms:*

No product returns will be accepted without the prior written consent of RUSTIN's sales and/or quality management. Any product returned without this agreement would be held at the disposal of the Customer and would not result in the establishment of a credit. The costs and risks of the return are always the responsibility of the Customer.

No return will be accepted more than 60 days after the delivery date. In case of return accepted for analysis and investigation, the transport costs are borne by the Customer.

2) Consequences

In the event of an apparent defect or non-conformity of the delivered products, duly recognised by RUSTIN under the conditions set out above, the Customer may obtain free replacement, or reimbursement of the products at RUSTIN's option, excluding any compensation or damages.

9. RESERVATION OF TITLE

In accordance with article 2367 of the Civil Code, RUSTIN expressly reserves ownership of the delivered products until full payment of the selling price and interest, costs and accessories. In this respect, not constituting a payment within the meaning of this provision is the surrender of a draft, cheque or any other security creating an obligation to pay. Payment may only be considered made at the time of the actual receipt of the price. In the event of non-payment by the Customer for the Products on maturity, RUSTIN will have the possibility, without losing any other of its rights, to claim the products at the Customer's expense and risk. In addition, RUSTIN may unilaterally and immediately prepare an inventory of the unpaid products held by the Customer. Any previous instalment paid will remain vested in RUSTIN as a criminal clause. In the event of a product transformation, the Customer already gives it ownership of the object resulting from that transformation. If the product sold was developed with other products not belonging to RUSTIN, the latter would be entitled to co-ownership of the object thus obtained in proportion to the price of the product sold.

This clause shall not preclude, upon delivery, the transfer to the Customer of the risks of loss or damage to the Products and of any damages which they may cause in accordance with article 6.3 hereof.

10. INTELLECTUAL PROPERTY

No transfer of intellectual property is granted to the customer. All information of this nature and in particular all projects, studies, plans and scans given by RUSTIN remain its exclusive property.

All intellectual property information is given without warranty or liability. RUSTIN cannot be held responsible for the use of this information by the Customer.

This information may not be disclosed to third parties and/or used in any way without prior written permission.

10 b. CONFIDENTIALITY

The Customer agrees not to disclose any confidential information concerning RUSTIN (in particular technical information, industrial process, know-how,

design and realisation, business secrets, design secrets and markets, etc.). All information obtained from RUSTIN will be considered confidential.

The Customer will take all necessary and reasonable steps and precautions to prevent the unauthorised disclosure or use of such information by its employees or by professionals working on its behalf, including the same obligation of confidentiality, guaranteeing compliance to RUSTIN.

11. RESOLUTORY CLAUSE

Any failure by the Customer to perform one of its obligations, any infringement of its solvency, any disclosure of a pledge on the whole of its business capital may lead, on the one hand, to the lapse of the term and to any sums still due in any way whatsoever becoming immediately due for payment, as well as the suspension of any delivery and, on the other hand, the termination of any sale in progress.

The termination will take place automatically and without judicial formality, at the end of a period of fifteen (15) days from the sending of a registered letter with request for acknowledgment of receipt having remained without effect, specifying the obligation not met.

In addition, RUSTIN may retain the sums already paid in accordance with article 5 above and any damages which may be due by the customer to repair any damage suffered as a result of termination.

12. WARRANTY*1) Scope*

The products are guaranteed against any defects in material or workmanship, brought to RUSTIN's attention by registered letter with request for acknowledgment of receipt within three (3) days of the discovery of the defect. After this time, the Customer's claims under this warranty will be inadmissible. The warranty is valid for a period of 10 years for the period indicated on the documentation accompanying the product, with this period starting from the date of delivery. Warranty work shall not extend the duration of the warranty. The warranty is strictly limited to the replacement of products that are found to be defective after the return of the products or the refund of the purchase price paid, without any other compensation of any kind.

In order to qualify for the warranty, any product must first be submitted to the RUSTIN sales and/or quality department, whose agreement is essential for any replacement. Any costs of carriage shall be borne by the Customer, who shall not be entitled to any compensation in the event of immobilisation due to the application of the warranty.

The warranty set out in this clause expresses our entire warranty. In particular, the guarantee will not apply to all apparent defects and faults in conformity of which the Customer must avail itself under the conditions set out in article 7.

2) Exclusions

Any warranty is excluded in the event of abnormal wear or use of the products and in particular in the case of non-conforming use at their destination, of deterioration from accident, external event, fortuitous event or force majeure, negligence, failure to monitor or maintain, and for subcontracting, poor customer design. Similarly, claims relating to products that have undergone post-delivery modifications or transformations cannot be accepted.

The Customer cannot use the warranty remedy to suspend or defer its payments.

13. LIABILITY

In accordance with article 1245-14 paragraph 2 of the Civil Code, any liability of RUSTIN is expressly excluded for any damage caused by a defective product for professional use.

RUSTIN shall not be liable for any loss of profits, personal injury, indirect or by way of implication, intangible damage and in particular loss of profit, of customers, of opportunities, of income of any kind of the Customer. RUSTIN's liability is in any event limited to the price of the product sold. In addition, RUSTIN shall not be liable to the Customer for any compensation or reimbursement for any expenditure or commitment or for the creation, development or maintenance of its activities, of its customers or business capital or for any damages whatsoever, which may result from the termination of any contract.

Where RUSTIN intervenes as a technical adviser, it is bound only by an obligation of means and within the limits of the specifications which alone shall be authentic between the parties. It cannot therefore be held responsible for any functional disorders, their consequences or the insufficiency of their performance, particularly when the installation calls for the implementation of other techniques, processes or materials that it has not provided.

14. FORCE MAJEURE

RUSTIN shall not be liable if the failure to perform or delay in the performance of any of its obligations described herein (general terms and conditions of sale) arises from a case of force majeure as defined in the Civil Code.

In this respect, force majeure means any external, unpredictable and irresistible event within the meaning of article 1218 of the Civil Code. This will include, but is not limited to, cases of strikes, social unrest, shortages of raw materials, energy, natural disasters, an act of the Prince, accidents, delays or other transportation problems.

The party invoking force majeure shall be required to inform the other party in writing within a reasonable time by registered letter, with request for acknowledgment of receipt of the occurrence or cessation of the event or circumstance satisfying the qualification as force majeure. In the event of such events, the parties shall endeavour in good faith to take all reasonably possible measures to continue the execution of this order.

15. GOVERNING LAW - ATTRIBUTION OF JURISDICTION

These general terms and conditions of sale and the sales which they govern are subject to the provisions of French law, excluding the Vienna Convention of 11 April 1980.

In the event of a dispute relating to the interpretation or execution of their agreements, the parties shall seek, before any contentious action, an amicable agreement and shall communicate to this effect all the necessary information.

In the absence of an amicable settlement of the dispute within a maximum period of three (3) months, the Commercial Court of Mans will be exclusively competent in case of dispute of any kind or dispute relating to the formation or execution of the order.

This clause shall apply even in the event of referral, incident or plurality of defendants, or warranty appeal, and in any manner or manner of payment, without any jurisdiction clauses which may exist on the Customer's documents being able to obstruct the application of this clause.

For international sales, disputes will be settled by application of the Conciliation and Arbitration Rules of the International Chamber of Commerce, with arbitration taking place in Paris.