

These general terms and conditions of sale (GTCS) apply to all product sales and services provided (collectively the "Products") by REBOUL SAS (hereinafter "REBOUL"). All orders made by the client or acceptance of a sales proposal by REBOUL imply acceptance of these general terms and conditions of sale and a renunciation of the client's own general conditions of purchase. The GTCS can only be modified/changed through specific written conditions that have been previously accepted by all parties. The client agrees that they have read and understood these conditions.

1. CONCLUSION OF CONTRACT

The price of REBOUL products are firm. They cannot be returned nor exchanged, unless otherwise stipulated in this document. Orders placed by the client are subject to REBOUL's written approval. Unless there are special conditions, studies and recommendations supplied to the client are never incorporated as a reference in the order. The client is solely liable to verify these studies and recommendations under their own control as it is also their responsibility to ensure—before the product is designed and manufactured, or the service is provided—that the Product is compatible with the planned use through appropriate tests.

2. TOOLS

Unless there are special conditions, all tools (equipment, machines, dies, moulds, casts, prototypes, etc.) remain REBOUL's property as their production means and intellectual property, even if the client financially contributes and/or participates in the definition of the specifications. Unless there are special conditions, when a tool is supplied by a client, or if it is specifically agreed upon by way of derogation that the tool is to be manufactured for a client and if the tool is fully paid for by the client, the tool remains the property of the client. All costs and expenses (development, repairs, modifications and restorations, duties, taxes, etc.) are borne by the client and shall be invoiced to the client as required. These tools are stored at the REBOUL premises. REBOUL undertakes to maintain said tools in normal working order, preserving service life and specific qualities indicated and agreed upon in writing when they are handed over by or for the client. The return of the tools may only occur at the end of the order for the Products in question, on the client's specific request, when all expenses and all sums due or falling due to REBOUL by the client are paid in full.

3. DELIVERY

Delivery dates and deadlines indicated by REBOUL are always given for informational purposes only. Longer deadlines may not lead to cancellation nor termination of the order, nor to compensation, nor to penalties. These dates and deadlines will be automatically extended in the event of a delay occurring as a result of force majeure under the conditions stipulated in Article 7, as well as in case of late payment as indicated in Article 4.2. Unless otherwise stipulated in the written accepted order, deliveries will be made in compliance with common tolerances in our profession. Unless otherwise stipulated in the written accepted order, Products will be delivered in a packaging that is compliant with the standard uses. REBOUL shall not be held liable for damage due to insufficient packaging if the packaging was requested by or accepted by the client or if specific shipping conditions were not previously provided in writing to REBOUL.

4. PRICE - PAYMENT CONDITIONS

4.1 Price

The price of the Products is established according to REBOUL's written proposals. Orders are based on proposals valid at the date of the order. The price of certain parts is established according to the economical series previously discussed with the client. For all orders below the quantity of the economical series, REBOUL may invoice implementation fees after informing the client that the economical quantities are established based on continuous production. Unless otherwise stipulated in the written accepted order, all Product prices are understood as "ex-works" (Incoterm CCI2010), excluding duties and taxes.

4.2 Payment

Unless there are special conditions in the written accepted order, payments are made by the client on the 15th of the calendar month after the date that falls 30 days after receipt of the invoice, beneficiary value, via wire transfer to the bank indicated by REBOUL. Payment is net of all discounts, deductions, or other charges. Unless otherwise stipulated and previously accepted by REBOUL and/or indicated in the invoice, REBOUL will not award discounts or deductions on the price of the Products. The client can not claim any legal dispute or return a Product under warranty in order to suspend payment of the Products. By express agreement, REBOUL may always appropriately compensate for the sums due by the client with the sums due to the client.

5. RESERVATION OF OWNERSHIP

The Products are fully and exclusively owned by REBOUL up until payment of all sums due, including principal and interest. Until complete payment is made, the client must take all useful measures to (i) ensure that all Products delivered are stored under appropriate preservation conditions and clearly identified as Products belonging to REBOUL, so that if they are in single units that may not be confused with products from other suppliers, (ii) ensure REBOUL's rights on the said Products, and (iii) immediately inform REBOUL of any claim by third parties regarding these Products. The client will be required to return the Products, at their own expense and risk, upon REBOUL's first request.

6. COMPLIANCE TO REGULATIONS - INFORMATION

When the client accepts the Product's technical specifications, the client also recognises having perfect knowledge of the composition and properties of said Products and their potential dangers. It is the client's responsibility to perform any and all useful inspections. The client is solely responsible for complying to the current laws and regulations in terms of importing, sale, and use of Products in their destination country. The client is solely responsible for providing the right information to their own clients and final consumers as to how the Products are to be used and/or potential dangers and any consequences that may result.

7. FORCE MAJEURE

REBOUL shall not be liable for failure to carry out their duties in the event their execution is impeded, blocked, or delayed due to force majeure. All natural disasters, storms, fires, floods, earthquakes, accidents, interruption in services, strikes—including strikes affecting sites that supply REBOUL—production blockades by employees, interruptions and/or delays in loading or shipments, energy shortages, embargoes, prohibition to sell, shortages in raw materials and/or components, disruption in supplies or in the supply of raw materials, components, energy, equipment—including the failure to perform by REBOUL's suppliers—tooling accidents, sabotage, intervention of civil or

military authorities, acts of war, declared or undeclared hostilities, terrorist acts, or riots. REBOUL shall notify the client in writing, as soon as possible, of any force majeure that affects the client. In this case, REBOUL's obligations are suspended, performance deadlines extended, and the order remains in place.

8. WARRANTY - LIMITATION OF LIABILITY

8.1 Warranty

The dispositions relative to this warranty replace all the legal guarantees provided to the client, to the extent permitted by law. REBOUL guarantees that, in compliance with the modalities and conditions defined below, the Products will be compliant to contractual specifications, within the industry's general tolerances. In order for a warranty claim for visible defects to be admissible, all claims must be sent by the client in writing to REBOUL before the Product is used or transformed and in any and all cases within a fifteen (15) day deadline after delivery.

REBOUL guarantees Products for non-compliance and defects, excluding visible defects and subject to any other provision in this document, for six (6) months from the delivery to the client. In order for a warranty claim to be admissible, all claims must be sent by the client in writing to REBOUL within five (5) days after the non-compliance or defect has been recorded. If REBOUL confirms said non-compliance or defect, REBOUL shall be required, at their discretion, to either (i) repair the non-compliant Products at their own expense, (ii) replace the Products at their own expense, or (iii) reimburse the client a pro rata share of the faulty Products. The choice between reimbursement, replacement, or repair of Products recognised as being faulty is solely the responsibility of REBOUL according to the nature of the warranty claim. This shall constitute total and exclusive compensation to the client in compliance with the warranty. Repairs or replacements made under the warranty cannot prolong the initial duration of the warranty as indicated above. Products are deemed defective if the defect is reproduced when the Products are examined. It is stipulated that non-compliance shall be determined in reference to the corresponding contractual specifications.

Conditions recommended by REBOUL, mainly in terms of storage and utilisation of the Products, must be followed by the client, who is in turn required to inform their own clients and subcontractors. Otherwise, any possible liability claims cannot be asserted.

The following defects are excluded from the warranty:

- defect due to non-compliance with specifications and REBOUL's instructions,
- defect due to normal wear,
- defect due to shipping or shipment method used,
- defect due to storage conditions,
- defect resulting from the modification of Products or their utilisation by the client or third party without REBOUL's prior written approval.
- defect that was not present when the Product was delivered.

8.2 Limitation of liability

REBOUL's cumulated liability for the Products during the entire calendar year shall be limited, for all causes, to a maximum amount equal to five (5) % of total payments (excl. VAT) made by the client during the six-month period preceding the date of the claim. If the claim or request is connected to given Products, the reference shall be six (6) months of the given Product purchases. In no instance or under any circumstance shall REBOUL be liable to the client for any indirect damages, losses, liabilities, and other resulting costs, indirect and/or intangible incidents, and other financial losses or damages, or loss of use or image.

9. ORDER CANCELLATION OR TERMINATION - ORDER TRANSFER

9.1 Order cancellation or termination

Cancellation or termination of all or part of an order can only be valid with REBOUL's written approval. If all or part of an order is cancelled, costs and expenses already incurred by REBOUL and their subcontractors—such as all Products already manufactured or being manufactured, as well as all components already purchased—must be entirely paid by the client.

9.2 Order transfer

All orders accepted by REBOUL are made between REBOUL and the client. Consequently, no order may be conceded or transferred, in part or in whole, by the client to any third party, in any manner whatsoever and for whatever reason, without REBOUL's express prior agreement in writing. REBOUL shall be free to subcontract orders made by the client to any third party of their choice and may freely transfer orders made by the client as well as any relevant duties and obligations of the affiliated companies, subject to notifying the client within a reasonable time frame.

10. INTELLECTUAL AND INDUSTRIAL PROPERTY

Plans, drawings, sketches, moulds, dies, photographs, manufacturing diagrams, models, specifications, technical and commercial nomenclatures, recommendation documents, test results, catalogues, brochures, manuals, patents, models and drawings, notes, and in general all documents, information, and data that are either in written or verbal form sent to the client will remain the exclusive property of REBOUL. Consequently, the client undertakes not to issue or reproduce said documents, information, or data without REBOUL's prior written approval. Any transfers of intellectual and/or industrial property rights or expertise held by REBOUL to the client, or any existing rights held by the client on drawings or models inherent to REBOUL Products and developed by REBOUL, do not authorise the client to use said transferred rights or existing rights on drawings and models to restrict REBOUL's production of Products for other clients.

11. INVALIDITY

If one or more provisions in these GTCS and/or the order prove to be null and void, the other provisions herein shall continue to have full effect.

12. APPLICABLE LAW - ASSIGNMENT OF JURISDICTION

The applicable law is the law of the country where REBOUL has its headquarters, and any dispute concerning these GTCS shall be settled exclusively by the Commercial Court having jurisdiction in the city where REBOUL has its headquarters, regardless of where deliveries take place, even in the case of petitions, warranty claims, claims for contributions from third parties, and multiple defendants.

13. SCOPE OF APPLICATION FOR THE GENERAL TERMS AND CONDITIONS OF SALE AND SUPPLY

These GTCS are applicable starting on 5 February 2016 for all orders received from clients and replace the GTCS previously in effect.