

GENERAL TERMS AND CONDITIONS

2024

1. Applicability of these General Terms and Conditions

1.1. These General Terms and Conditions as well as the Purchase Order and Order Confirmation form an integral part of all of the contracts concluded between the **Protechnic** entity who sells (the "Seller") and the customer entity who buys (the "Buyer") and whose purpose is the sale and purchase of all of the Seller's products (each of these contracts forming the "Contract"). These General Terms and Conditions exclude, replace and prevail over any other terms and conditions (whether or not they diverge from these General Terms and Conditions) that are contained or indicated in any other document that the Buyer sends to the Seller, or that are contained or indicated in any other correspondence between the Seller and the Buyer, or implicitly accepted as part of business activities or commercial practice. These General Terms and Conditions apply to all future sales of products effected by the Seller to the Buyer, without it being necessary to make reference to them, to incorporate them, or to have them approved. In the event of a conflict between these General Terms and Conditions and a contract signed by the Seller and the Buyer, the following order of priority applies: (1) the contract signed in due form between the Seller and the Buyer (such as a supply contract (and/or a discount agreement) and (2) these General Terms and Conditions. Any modification made to these General Terms and Conditions or any other general terms and conditions shall only be valid or binding subject to the written acceptance thereof by a duly-authorized representative of the Seller.

2. Quotation, Order and Order Confirmation

2.1. Any quotation issued by the Seller does not constitute an offer of sale, but rather an invitation for the Buyer to place an Order. Any quotation is valid for thirty (30) days or any other period indicated on the quotation, with it being specified that the Seller expressly reserves the right to withdraw or modify a quotation at any time.

2.2. The concluding of each Contract entails the Buyer's issuing of an Order in writing and the Seller's acceptance of said Order by issuing a written Order Confirmation. The Order must detail the quantity, type, characteristics and number of Products as well as any other information the Seller requests, or that allows the Buyer to evaluate the Order. Subject to the Seller's issuing of an Order Confirmation in writing, an Order is not deemed to be accepted by the Seller, and the Buyer cannot invoke the implicit constitution of any Contract. The Seller is entitled to accept any Order, to fulfil any portion of an Order, or to reject any Order, in whole or in part. Partial shipping on the Seller's part does not constitute acceptance of the full Order.

2.3. Once the Order has been accepted via an Order Confirmation issued in writing, the Buyer is legally bound. A confirmed Order cannot be cancelled and/or revoked or modified by the Buyer, in whole or in part, except with the prior consent of the Seller. Where the Seller, at its own discretion, accepts the Buyer's cancellation, revocation and/or modification of any confirmed Order, the Buyer is obligated to compensate the Seller, on first request, for all losses, costs and expenses incurred by the Seller as a result thereof, including the cost of materials and manufacturing, as well as for loss of actual or anticipated profit, without prejudice to any other recourse that the Seller may be entitled to.

3. Information concerning the products and product variants

3.1. All declarations, technical information and recommendations concerning the sold Products or samples supplied by the Seller, are provided for indicative purposes only. They are based on tests deemed to be reliable, but do not constitute any guarantee. The Buyer is responsible for determining, independently and prior to use, that the Products are suitable for the Buyer or its Clients' intended use.

3.2. Slight deviations of quality, symmetry, format, colour, appearance, hardness and satin finish are not grounds for rejection of the Products. In order to ascertain whether the Products supplied present discrepancies that exceed permissible limits, a Product average may be calculated in such a way that the rejection cannot be justified as being attributed to a low number of samples.

4. Packaging, delivery, inspection and complaints

4.1. The Products must be packaged and labelled in accordance with the standard requirements depending on the mode of transport concerned. All packaging-related costs are invoiced at the Seller's prices in force at the time of shipping. Where Orders do not require delivery overseas, in the absence of an agreement to the contrary, the Seller is entitled to invoice the Buyer for the costs of any special packaging required, in addition to all costs relating to transport, insurance and other costs incurred by the Seller.

4.2. The Seller is entitled to use reusable pallets (sustainable) that belong to the Seller or to the Seller's co-contracting third parties and, at the Seller's request, such pallets must be collected and/or returned in accordance with the Seller's instructions.

4.3. The delivery of the Products is subject to the International Chamber of Commerce's Incoterms in effect at the time of shipping. In the absence of some other Incoterm and any other destination, deliveries where the final destination is within the European Union ("EU") must be effected on a Delivered At Place (DAP) basis; deliveries where the final destination is outside of the EU (exports) must be effected on an ex-Works basis (exiting of Factory) to the sites designated by the Seller; or, if expressly agreed, on a Free Carrier (FCA) basis to the site agreed on at the EU border.

4.4. The delivery dates indicated are only approximate and delivery timeframes are not an essential condition. The Seller can rightfully postpone the delivery.

4.5. On delivery and in all cases within forty-eight (48) hours from the delivery date, the Buyer must inspect the Products, packaging and related documentation and check that the Products corresponding to the quantity indicated in the Order Confirmation, are compliant with the product specifications and do not contain any visible or identifiable defects. Should this not be the case, the Buyer must indicate discrepancies on the transport documents and notify the Seller thereof within forty-eight (48) hours following the delivery date, by supplying sufficient details to allow the Seller to conduct an investigation. The Seller must assess the discrepancies and



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should the Buyer's complaint appear to be justified, the Seller can, at its discretion, repair, replace or provide Products (additional) (or any part thereof) or credit, in whole or in part, to the Buyer to the value of the purchase price of the Products. If the aforementioned notification is not received within six (6) days following the delivery date, the Products are deemed to be unconditionally accepted by the Buyer and the Buyer is obligated to pay the price of the Products in accordance with the Contract's terms and conditions.

4.6. The defective Products must, at the Seller's request, be returned to the Seller or discarded according to the conditions agreed with the Buyer. The Buyer is prohibited from selling defective Products.

4.7. The Guarantee indicated in Section 5 remains in effect for any Product defect that is not visible or not identifiable.

4.8 Quantities delivered: Delivery discrepancies compared to the quantity ordered (a surplus of Products delivered, or an insufficient quantity thereof) remain acceptable up to 10%. This discrepancy may increase up to 25% when dealing with a Product volume less than 5,000 m².

5. Guarantee

5.1. The Seller provides a guarantee to the Buyer that on the delivery day, the Products are compliant with the Seller's standard specifications in effect at the time of manufacture (the "Guarantee"). The Guarantee period is one (1) year from the date of shipping (the "Guarantee Period").

5.2. If the Products are not compliant with the Guarantee during the Guarantee Period within the framework of suitable use ("Defective Products" or "Product Fault"),

the only recourse the Buyer has, at the sole discretion of the Seller, is the repair or replacement of the Defective Products (or any part of said Products) or payment to the Buyer of the purchase price of the Defective Products in whole or in part. The Seller has no other obligation towards the Buyer.

5.3. The Guarantee is not applicable and the Buyer cannot under any circumstances submit a claim against the Seller under any Guarantee in the following situations: (a) the Products are not being used by the Buyer or by third parties in accordance with the instructions, recommendations and/or technical instructions of the Product provided by the Seller or that the Seller publishes on its website www.protechnic.fr; (b) the Products are being stored or warehoused by the Buyer or a third party in a misaligned or inappropriate manner; (c) the Buyer does not fulfil its obligations in terms of Section 4.5 or continues to use or sell the Products concerned by the notification; and (d) the Products are damaged for reasons for which the Seller cannot be held liable, including, but not limited to, any modification to or repair of the Products without the Seller's consent.

5.4. Except for the Guarantee stipulated in Section 5 of this document, the Seller shall not offer any explicit or implicit guarantee concerning the Products, in particular any implied guarantee of saleability, suitability for a particular purpose and/or non-infringement of intellectual property. Through these provisions, such Guarantees are excluded by the Seller, and the Buyer waives them.

5.5. Specifically, the Buyer assumes all the risks and responsibilities resulting from the processing and use of the Products. The Seller is entitled to offer advice, recommendations and/or make other suggestions concerning the design, use and suitability of any Product. By doing so, the Seller provides no guarantee concerning said Product or its use and the Buyer assumes full liability for the acceptance and/or use of such advice, recommendations and/or other suggestions.

5.6. Only the Buyer can invoke this Guarantee over the Seller.

Neither the Buyer's customers nor the Buyer's users of the Products are entitled to invoke it.

6. Ownership and risk

6.1. Product-related risks are transferred to the Buyer in accordance with the Incoterms®, as indicated in Section 4.3, but ownership of the Products can only be transferred to the Buyer on the condition that the Buyer fully fulfils all of its obligations contained in or arising from these General Terms and Conditions and any contract between the Buyer and the Seller, including payment.

6.2. Up to transfer of ownership of the Products to the Buyer, the Buyer's obligations are as follows: (a) to store the Products in such a way that they remain easily identifiable as the Seller's property; (b) not to remove, damage or hide any identification mark or any packaging placed on the Products or related to the Products; (c) to maintain the Products in a satisfactory condition and insure them against the risk of lowered purchasing prices from the date of provision; (d) to immediately inform the Seller if any of the events listed in Section 11.1 arises; and (e) to provide the Seller with the information relating to the location of the Products that the Seller is entitled to request at any time.

6.3. If, prior to the transfer of ownership of the Products to the Buyer, the Buyer is subjected to any of the events listed in Section 11.1, in that case and without limiting any other right or recourse that the Seller has, the Seller is entitled to: (a) immediately revoke the Buyer's right to resell the Products or to use them as part of the normal course of its business activities and (b) the Seller is entitled, at any time, to request that the Buyer make available to it all of the Products it has in its possession that remain unsold or that have irrevocably been incorporated into another Product; in the event that the Buyer fails to do this timeously, access the premises of the Buyer or those of any other third party where the Products are stored, in order to retrieve them.

7. Prices and payment

7.1. All prices indicated are excluding VAT and other taxes, duties and/or fees, except where an explicit, written agreement to the contrary exists. The Buyer is responsible for covering the said taxes, duties and/or fees. However, the Buyer or the Seller is responsible for the shipping and transport fees, including import and/or export taxes and duties on the Products according to the applicable Incoterm.

7.2. The Seller can invoice the Buyer for the Products at any time after delivery has been effected. Adherence to payment due dates is an essential condition. The Buyer is obligated to pay each invoice issued by the Seller within



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30 days following the invoice date or in accordance with the credit means agreed by the Seller and confirmed in writing to the Buyer, in the invoiced currency, in full and in the form of available funds, into the bank account that the Seller stipulates in writing. The Buyer is responsible for covering all bank fees and commission applicable to the payment for the Products.

7.3. The price of the Products is the price displayed on the Order Confirmation or, where no price has been confirmed as such, the prices appearing on the price list published by the Seller in effect on the delivery date (the "Prices"). The Seller can, at their own discretion and at any time adjust the Prices (including following the issuing of an Order Confirmation) in order to account for inflation and increased costs related to the (supply) of raw materials, energy, products, equipment, transport services, labour and general expenses, b) new taxes, rights and/or deductions adopted or applied in terms of the Products, c) a variation in exchange rates exceeding 5% and d) a change in supply dates, quantities or types of Products ordered.

7.4. The Seller can rightfully and at any time suspend the provision of Products to the Buyer in the event that the Buyer is late in making payments and in the event that one of the events listed in Section 12.1 should arise.

7.5. The Seller is entitled to ask at any time for advance payment or payment in cash prior to delivery of the Products or to require some surety or any other form of guarantee which is either supplied in any form approved by the Seller, in order to guarantee the payment of the price of the Products, in particular in the case where the Seller has reason to believe that the Buyer is not, or is at risk of not being in a position to fulfil its contractual obligations. Any extension of credit or credit limit that is authorised or granted to the Buyer can be modified or withdrawn at any time and does not constitute the Seller's acceptance of a Buyer's Order.

7.6. In the event of the Buyer's late payment, the Seller is free to invoice for interest at a rate of one and a half percent (1.5%) per month on the outstanding payable amount. In the event that the Laws or public order regulations should define a maximum interest rate that applies to late payments, said maximum tax shall apply at the location of the aforementioned rate. The Buyer is obligated to settle all costs and expenses, judicial or extra-judicial, including any attorney fees incurred by the Seller for the purpose of recovering outstanding amounts. The extra-judicial costs amount to at least ten percent (10%) of any outstanding amount or, if they are above or below such amount, the amount provided for by the applicable law. Only the Seller is entitled to set off any amounts owed to Buyer or its affiliated companies against any amounts owed by the Buyer to the Seller.

8. Product Recall

8.1. In the event that the Seller is legally bound, constrained by any governmental authority or were to voluntarily recall all Products owing to the fact that said Products constitute some breach of a particular Law or for any other reason, the Buyer must fully cooperate with the Seller in terms of any Product recall and it must in particular cease the distribution of the Products concerned. No press release, interview or statement made on the Product recall may be released without the Seller's prior written consent.

8.2. In the event that a Product recall required by the Law were to result from an act of negligence or omission on the part of the Buyer in terms of the use, handling, storage or packaging of the Products, or the Buyer's failure to adhere to the applicable Law, or for any other reason that may be attributed to the Buyer, the Buyer shall be required to take charge of and carry out the Product recall at its own expense and the Buyer shall indemnify the Seller in the event of any claims arising from said recall.

9. Intellectual Property

9.1. Each Party retains the ownership and other rights over any Intellectual Property which may be held or used by the Party concerned at the time the Contract is concluded, as well as over the Intellectual Property created by the Party concerned as part of performance of the Contract. The provision of Products as part of any Contract and/or as part of these General Terms and Conditions shall not be interpreted as granting explicit or implicit rights or licenses on the Seller's Intellectual Property. Intellectual Property means patents, utility models, designs, copyrights, trade designations, trade names, inventions, developments, trade secrets, know-how and other industrial or intellectual property rights, as well as applications to acquire the aforementioned rights.

10. Limitation of Responsibility

10.1. Within the measures permitted by Law, the Seller's overall liability vis-à-vis the Buyer, whether this is through negligence, failure to fulfil its contractual obligations, providing misleading or other information, may not exceed the price of the defective Products that are non-compliant, damaged or not delivered which are subject to such liability, as determined by the net price invoiced to the Buyer, for any event or succession of events.

10.2. The Seller may not, under any circumstances, be held liable vis-à-vis the Buyer for any loss, damage or corporal damage, expected or actual loss of benefits, loss of savings, loss of use, production or capital, loss owing to the corruption of software, data or information, loss of clientèle or damage to one's reputation or loss or expense resulting from Third Party claims, even if the Seller has been advised of the possibility of such damages.

10.3. In the event that this Contract be governed by German Law, the following provisions shall apply instead of those contained in Section 10.1: In the event of breach of an obligation which should be fulfilled in order to allow for performance of the Contract and whose execution is generally considered to be essential to the Buyer ("Essential Contractual Obligation") resulting from some slight instance of negligence on the part of the Seller, the Seller may only be held responsible for typical, foreseeable damages. In the event of breach of a Non-Essential Contractual Obligation, the Seller cannot be held liable for any damage. However, no provision of these General Terms and Conditions either excludes or limits the Seller's liability in the event that the Seller guarantees the quality of the Products, or in the event of a voluntary breach of the Law or the Contract, serious negligence, fraud, claims or in accordance with the German law on liability concerning defective products, or injury to life, to the body or health caused as a result of the Seller's negligence.

11. Termination

11.1. Without restriction to the other rights or recourse available to the Seller, the Seller is entitled to cancel this Contract with immediate effect by means of a written notification to the Buyer in the following cases: (a) the Buyer commits a breach of any clause of the



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Contract whatsoever and, in the event that the breach can be remedied, fails to remedy it within fourteen (14) days following the written notification of the said breach; (b) The Buyer, having been placed under judicial administration (voluntarily or by court order, except for the purposes of a restructuring aimed at a return to solvency) and with an administrator appointed to manage its assets, or having ceased its business activities, or, in the event that the measure is taken or action is taken in another jurisdiction, as part of an analogous proceeding in the applicable jurisdiction, takes any measure or commits any action with respect to its bankruptcy or provisional liquidation, or with respect to any agreement or arrangement concluded with its creditors (other than within the context of a restructuring aimed at a return to solvency) (c) The Buyer suspends, threatens to suspend, ceases or threatens to cease the performance of all or a substantial part of its business activities; or (d) the Buyer's financial situation deteriorates to such a point that the Seller deems, at its sole discretion, the Buyer's capacity to fulfil its contractual obligations to be compromised.

11.2. On termination of the Contract for any reason whatsoever, the Buyer is liable to immediately settle all of the Seller's unpaid invoices and late payment interest. Moreover, in terms of the Products provided, but for which an invoice has not been issued, the Seller must submit to the Buyer an invoice that is immediately payable.

11.3. Any termination or expiry of the Contract, of whatever cause, does not affect the accumulated rights and recourse that the Parties are entitled to at the time of the termination or expiry, including the right to claim damages for any breach of the Contract occurring on or before the date of termination or expiry.

11.4. Any provision of the Contract which, expressly or after reasonable interpretation is intended to remain in force on the cancellation or expiry of the Contract or thereafter, shall remain applicable and in force after the cancellation or expiry thereof.

12. Force majeure

12.1. The Seller is exempt from its obligation to perform its obligations under the Contract and from any obligation to pay damages or to provide any other form of remedy for its failure to fulfil its contractual obligations from the time of the onset of a Force Majeure Event as defined above. When the effect of a Force Majeure Event is temporary, the aforementioned consequences only apply for the period of time the Force Majeure Event hinders performance. A "Force Majeure Event" denotes the onset of an event or circumstance that falls beyond the Seller's reasonable control and which prevents or hinders the fulfilment of one or more of the Seller's obligations in terms of the Contract. The following events affecting the Seller are deemed to constitute a Force Majeure

Event: (i) war (declared or not), hostility, invasion, an act on the part of foreign enemies, large -scale military conscription; (ii) civil war, riot, rebellion and revolution, military insurrection or usurping of power, an act of terrorism, sabotage or piracy; (iii) monetary and trade restrictions, embargoes, sanctions; (iv) compliance with any law or government order, expropriation, seizure, requisition, nationalisation; (v) pandemic, epidemic or other viral infections; (vi) fire, storm, flood, earthquake or some other natural disaster or event; (vii) failure or non-availability of all or part of machinery, a factory, transport services, loading or telecommunications installations; (viii) non-availability or reduction in the supply of energy or raw materials; (ix) a fault in terms of suppliers of materials or transport services; and (ix) general disturbance to work, such as boycotts, strikes and lock-outs, slowdowns, the occupation of factories and premises; in addition to other causes falling beyond the Seller's reasonable control.

13. Confidentiality

13.1. The Buyer undertakes not to divulge to third parties any information regarding the design or manufacture of Products, namely drawings, specifications, test results, samples, quotations, prices, marketing documents and sales terms and conditions ("Confidential Information") and the Buyer may only use Confidential Information as part of fulfilment of its obligations and commitments towards the Seller.

13.2. The Buyer may only use Confidential Information for the purposes of the execution and implementation of each Contract and it may not distribute, disclose or disseminate it in any manner or form to any person, with the exception of its employees and auxiliaries who have a reasonable need to know said Confidential Information for the purposes of the execution and implementation of each Contract. In any event, the Buyer undertakes to require said persons to comply with this non-disclosure obligation and it shall be held responsible for any breach by said persons, as if it were its own breach.

13.3. The aforementioned non-disclosure obligation does not apply if the Buyer provides satisfactory proof to the Seller that the Confidential Information (i) was already in the public domain or had become available without breach on the Buyer's part; (ii) has been disclosed in accordance with the applicable laws, regulations or legal stipulations; (iii) has been disclosed by third parties without the Buyer's breaching of this obligation; or (iv) has been developed independently by the Buyer without making use of the Seller's Confidential Information, nor other information disclosed in confidence by the Seller to the Buyer or to a third party.

14. Compliance

14.1. The Buyer declares that it is legally compliant and undertakes to comply with all of the applicable laws and regulations in particular the laws and regulations applicable to the European Union and the United States in terms of exports. The Buyer undertakes not to export or re-export any of the Seller's technical data or Products and/or those of its subsidiaries towards any country, where a part or an entity towards which the exportation or re-exportation is prohibited by the European Union and/or the United States

14.2. The Buyer undertakes to comply with the provisions of any applicable anti-corruption laws in particular the anti-corruption law of the United Kingdom, the "Foreign Corrupt Practices Act" ("FCPA") of the United States of America and the OECD agreement on the fight against corruption committed by foreign public officials.

14.3. All of the permits, licences and government approvals, of any nature whatsoever, related to the purchase, possession, transport, storage, processing, maintenance, handling, labelling, use and/or disposal of the Products after delivery to the Buyer must be obtained by the Buyer, who is solely liable for such. The Buyer undertakes to comply with all laws, orders, decrees, rules and regulations relating to the purchase, possession, transport, storage, processing, maintenance, handling, labelling, use and/or disposal of the Products.



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15. Miscellaneous

15.1. The Buyer may not transfer to any third party its rights or obligations resulting from the Contract without the Seller's prior written consent. The Seller reserves the right to freely transfer the Contract, its claims and/or any other benefits resulting from the Contract to a third party without the Buyer's consent.

15.2. No Buyer's waiving of any provision of this Contract shall be effective unless expressly set forth in writing and signed by the Buyer.

15.3. Any failure to exercise or delay in exercising any right, recourse, power or privilege resulting from this Contract may not be interpreted as a waiver of said right.

15.4. Within any measure permitted by law, the invalidity or inapplicability of all or part of these General Terms and Conditions does not result in the automatic and/or complete nullity or inapplicability of the other provisions of these General Terms and Conditions, whose validity and applicability are in no way affected.

15.5. This Contract constitutes the full agreement between the parties, and it cancels and replaces all previous agreements, promises, assurances, guarantees, declarations and agreements between the Seller and the Buyer relating to its purpose, whether verbal or in writing. The Buyer agrees that it does not have any recourse concerning any statement, affirmation, assurance or guarantee (either effected negligently or in good faith) that is indicated in this Contract. The Buyer cannot submit any complaint for misrepresentation or negligent misrepresentation made either negligently or in good faith, based on any statement made in this Contract.

16. Applicable law and jurisdiction

16.1. The Contract, in addition to any dispute or claim (including non-contractual disputes or claims) arising or resulting from its purpose or constitution, is governed and interpreted in accordance with the Law applicable where the Seller's Head Office is located (Mulhouse Commercial Court). The provisions of the the United Nations Convention on Contracts for the International Sale of Goods (the "Vienna Convention") does not apply.

16.2. The parties acknowledge irrevocably that the courts of the country in which the Seller's Head Office is located have exclusive jurisdiction to remedy any dispute or claim (including non-contractual disputes or claims) that result from this Contract, its purpose or constitution. Notwithstanding the aforementioned, the Seller may, at its discretion, elect to bring such dispute before the courts in the country where Buyer's Head Office is located or file a claim in such courts under the laws applicable to that country.

17. Outsourced work

All of the provisions of these delivery and payment terms and conditions are directly applicable or are consequently applicable for subcontracting orders. For the latter, the following conditions are additionally valid:

The products required for subcontracting must be delivered free of charge at home by the party placing the order. The return of subcontracted goods is not free of charge.

Protechnic is under no circumstances required to inspect the goods sent to it with a view to being processed. It is always entitled to assume that the quality of all delivered goods aligns with that of the sample or products initially delivered.

For degradation or loss that is attributable to the quality of the goods or instructions provided by the party placing the order, Protechnic's liability is waived.

The party placing the order shall assume liability for the risks of loss and degradation of the materials to be processed.

Protechnic shall insure all goods against fire for the duration of their presence in the factory. In the event of fire, Protechnic cannot be held liable for any sum higher than that which the insurance companies are required to pay it according to the General Terms and Conditions and legal requirements.

18. Imputation within a Group

Protechnic is entitled to offset all of the debts it holds against the Buyer with sums that become retrievable from companies within the Buyer's same Group.

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