

## General Conditions of Sales

### PURPOSE AND SCOPE OF APPLICATION

These General Conditions of Sale define the terms and conditions for the sale of products and/or services by companies of Coriolis Group, including but not limited to Coriolis Composites, and MF Tech SAS (hereafter the "Supplier"). The Purchaser means the company, person or entity by whom the Order is placed.

### 1 - GENERAL POINTS

Contractual relations between the Supplier and Purchasers (presumed hereinafter to have the capacity of dealers and/or professionals) are exclusively managed in the following descending order of precedence:

- by the special conditions stated in the commercial and technical documents issued by the Supplier, in particular, its proposals, Customer order forms, order confirmations, delivery vouchers, invoices, catalog, price lists, etc.
- by the commercial and technical documents issued by the Purchaser provided they are accepted exclusively and in writing by the Supplier.
- by these general conditions of Sales.

The Supplier proposals or estimates are valid for one (1) month from the date of issuance. In event this delay is exceeded, special commercial conditions stated in the proposal or estimate shall be confirmed in writing by the Supplier as maintained, in particular, in terms of deadline(s) or pricing.

### 2 - LIMITS OF SUPPLIES

2.1. In event the supplied products or services are incorporated as items of a system, the Supplier shall be considered to be not responsible as the prime contractor of the complete project in which its supplies are inserted and to be acting in its capacity as a subcontractor. In particular, the Supplier shall not be responsible for the compatibility of its products with respect to the products for which it has not acknowledged compatibility. Any technical assistance service shall be performed by providing the personnel who shall work under the technical responsibility of the Purchaser for the project and the prime contractor. The Purchaser shall be responsible for the choice of a standard product. The Supplier shall not advise the Purchaser unless Purchaser makes an express request to do so. The Purchaser is responsible for all information he supplies.

2.2. Unless otherwise stated, the form, dimensions, weight, and other characteristics and the specifications of the functions of the product(s) or service(s) indicated in the catalog, brochures, price lists, advertising, samples, etc. issued by the Supplier shall be of an indicative character.

2.3. The Supplier reserves the right to modify at any time certain specifications of its supplies in event these changes do not affect the main characteristics of the supplies and provided the Supplier shall substitute with characteristics assuring an equivalent quality and performances of the supplies even though they shall implement different resources.

2.4. Unless otherwise stated, the Supplier shall not be responsible for obtaining, on behalf of the Purchaser prior to delivery of products or services, licenses and/or authorizations required by the laws and regulations of their country or countries of origin, departure, or destination, in particular in event of control of the end destination during re-exportation by the Purchaser. The Purchaser agrees to obtain himself any required authorizations by justifying if necessary and submitting to the Supplier all information about intermediary parties and successive users of these products or services and to pass on to them this obligation of information. The delivery of products or services by the Supplier may be subject to the previous authorization to be granted by the French administration regarding the European regulation for the control of exports, transfer, brokering and transit of dual-use items ("biens à double usage"). In the event of refusal by the French administration, the Agreement or order can be terminated without any compensation payable by the Supplier to the Purchaser.

2.5. In the event the supplied products, services, or systems are made in whole or in part of imported items, Purchaser shall be responsible for specifying to the Supplier mandatory laws and regulations, in particular, with respect to standardization and health and safety.

### 3 - INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS - STUDIES AND PROJECTS – CONFIDENTIALITY

3.1. Unless otherwise stated, the Supplier remains exclusive owner of all information, all concepts (ideas or strategies, methodologies, etc.), all specifications, all documents (drawings, plans, calculation notes, test reports, etc.), all objects (models, samples, specimens, etc.), including copyrights, patents and expertise, implemented in the supply of design, study, research and development, technical assistance, and any other services. The Purchaser shall automatically return to the Supplier all documents, objects, etc. defined in the above paragraph after performance of this Agreement.

3.2. Unless otherwise stated, the Supplier remains the exclusive owner of the results obtained within the framework of the design, study, research and development, and any other work performed under this Agreement. As a general rule,

the Purchaser may use industrial and intellectual property rights belonging to the Supplier (including those arising out of results obtained from studies, research, and other agreements) only after a license agreement has been signed, even though the right to use is granted royalty-free.

3.3. In event a third party should file suit arising out of (i) Customer's requirements, a transfer by the Purchaser to the Supplier of documents, expertise, or (ii) modification by the Purchaser of products after their delivery or (iii) use of the Supplier's products with products or services supplied by other third parties or (iv) use of the Supplier's products in a such manner that the Purchaser infringe the rights of this third party, the Supplier shall not be held liable and Purchaser shall defend at his own expense the Supplier from and against any suit or proceeding resulting thereof. Purchaser shall promptly notify the Supplier of any suit or proceeding based on a claim that the Supplier item(s) constitute an infringement of any intellectual property rights of a third party. In event the Supplier's product per se (hardware and/or embedded software) would be held by a final decision of a Court having jurisdiction or settlement approved in writing by the Supplier to constitute infringement of a third party's rights over one or more granted patents having at least one or more corresponding patent(s) granted by the European Patent Office or by the United States Patent and Trademark Office (and in force as of the date of the order form) or over a copyright protected work, The Supplier agrees upon its own option and in exclusion of any other compensation to procure the right to continue using this product (or any part thereof); or to modify this product to render it non-infringing; or to remove the said product and refund the purchase price. This Section states the Supplier's entire liability and Purchaser's exclusive remedy for any claim of infringement of intellectual property rights.

3.4. Unless otherwise stated, the study, research and development, technical assistance, and any other services performed by the Supplier on behalf of a Purchaser shall be billable even though they are not covered by an order, provided acceptance by Purchaser may be proved sufficiently, due to cooperation between the Supplier and the Purchaser in particular by the exchange of information.

3.5. The Purchaser agrees to treat as confidential any information and any commercial and technical document, as well as any object, entrusted to him by the Supplier and shall not disclose them and/or transfer of them under any circumstances whatsoever to a third party unless by prior written consent from the Supplier. The Purchaser is forbidden to disclose its business relations with the Supplier unless by prior written consent from the Supplier.

#### **4 - PRICES**

4.1. Unless otherwise stated, prices are understood to be pretax prices in Euro F.C.A (ICC Incoterms 2020) Suppliers plant, excluding any costs for shipment or for services such as mounting, installation, commissioning, etc.

4.2. Prices consider the economic conditions in force and effect on the day of the proposal. The Supplier reserves the right to modify them without notice, provided these conditions would be subject to variations. Prices applied to standard products or repetitive services shall be that in force and effect at delivery time. Billed value-added tax (VAT) shall be that in force and effect at invoicing time. The Purchaser shall be responsible for paying any fees, duties, charges of any kind and taxes, including without limitation, sales, use, excise, value added, withholding and similar taxes, based on payments to be made to the Supplier hereunder in any jurisdiction(s) where such taxes are required, but excluding domestic taxes based on the Supplier net income. If the Purchaser is required to withhold, deduct, or pay any tax from the amount of fees to be paid under this Agreement, then the Purchaser shall pay such additional amount to the Supplier, to ensure that the Supplier receives a sum equal to what would have been received had no such withholding, deduction or payment been required. Sales prices for systems ordered on the basis of estimate(s) shall be considered revisable by the Supplier at least in compliance with the conditions that its own suppliers or subcontractors apply, unless otherwise stated.

4.3. For additional supplies pricing and new deadlines shall be discussed specifically between the Supplier and the Purchaser. Under no circumstances may the conditions for additional supplies prejudice those of the main Agreement.

#### **5 - INSPECTIONS – TESTS**

5.1. Inspections and tests shall be performed, unless otherwise stated, on the site where the products are manufactured.

5.2. The Purchaser shall be given notice eight (8) days prior to their effective date of the inspection. In the event, a Purchaser has been given duly notice and did not request for postponement, the inspections and tests shall be considered valid and fully accepted by both Parties, even if the Purchaser has not been present.

5.3. If the Purchaser requests other inspections and tests and that they should be performed on other site(s), these inspections and tests shall be performed at the Purchaser's expense and only considered being valid after full acceptance by both Parties.

#### **6 - DELIVERY - SHIPMENT - TRANSFER OF RISK – CLAIMS**

6.1. Delivery and transfer of risk are considered to be satisfied when the products are made available prior to unloading at the location indicated by the Supplier. Unless otherwise stated, such Delivery and transfer of risk is

considered to take place at departure from the manufacturing site, regardless of the applied modalities used for this delivery.

6.2. Use by the Purchaser of products or systems requiring a commissioning phase at their operational site shall automatically imply their reception, the transfer of risk, and the start of the contractual warranty period, regardless of any reservations made elsewhere by the Purchaser.

6.3. Delivery deadline is counted from the day of confirmation of order by the Supplier, unless the execution of the order depends on the accomplishment of a prior condition, for example, a partial payment. Under such a condition the delivery deadline shall begin when this condition is satisfied.

6.4. Delivery deadlines, unless otherwise stated, are scheduled estimates and all reasonable efforts shall be made to meet them: delivery delays with respect to the scheduled deadline may not under any circumstances justify the cancellation of the order nor incur penalties, unless specifically stated in the Agreement. Only special and timely agreements may stipulate penalties or compensations, which under no circumstances may exceed five percent (5%) VAT excluded of the value of the products or the services still undelivered and would definitively settle any claim on the part of the Purchaser relating to the delay. In any event, the compensation may not be applied unless the delay is due to the Supplier, the Purchaser has duly given notice to the Supplier by registered letter, and the delay has caused real prejudice after full acceptance by both Parties. Delivery deadlines are suspended, and the Supplier shall be excused and not held liable for any failure or delay in delivery under the following circumstances:

- The Purchaser has not supplied required information on time;
  - The Purchaser has not complied to payment conditions;
  - An event has occurred beyond the control and without the fault or negligence of the Supplier.
- 6.5. If the Purchaser fails to accept delivery after notice of availability, he shall be subject to a claim of one percent (1%) of the value of the products per month of delay to cover warehousing costs.

6.6. The Supplier reserves the right to make partial deliveries.

6.7. Any operations pertaining to shipment, insurance, customs duties, concessions, handling etc. arising out of delivery on the site shall be at the Purchaser's expense, risk, and danger, for which he shall be responsible for verifying shipments at arrival and making claims, where applicable, against shipper. In event the Supplier ships, the packaging and shipment shall be made at the lowest possible costs, unless expressly requested otherwise by the Purchaser, and in this event the Purchaser shall be entirely responsible.

6.8. In event an official reception report has not been written and duly signed, after full acceptance by both Parties, claims relating to visible defects, configuration, and quantities of products delivered or to their non-compliance to the delivery documents must be formulated within eight (8) days after date of delivery of the products and without prejudice to the provisions against shipper or else such claims shall not be accepted. Such claims should be made before any conversion or touch-up work is performed. No product may be returned to the Supplier without prior written consent. In such an event, the Purchaser should ship returned product DDP. to address indicated by the Supplier. Supplier shall not be held liable for any loss of or damage to returned products.

## **7 - ERECTING AND COMMISSIONING SERVICES**

7.1. If the Supplier assures the erecting and the commissioning of its supplies, these services must be performed by the Supplier technicians or the Supplier approved technicians and shall only cover :

- making connections between the Supplier products ;
- testing and commissioning ;
- familiarizing the Purchaser about what to do.

7.2. The Purchaser or a Purchaser-selected contractor shall perform all other services, in particular, prime contractor services, technical inspections, work on premises, and shall be exclusively responsible for the said services. Preparatory work must be terminated by the time the installers arrive. If the Supplier accepts upon request from the Purchaser the delivery of the material before completion of work, the Purchaser shall be exclusively responsible for all the risk and expenses relating to the damage or loss of the material and/or arising out of moving operations to new locations or extensions in deadlines. Neither indications in drawings supplied by the Supplier nor its participation in worksite meetings or the signing of an official reception report for a site may confer on the Supplier the responsibility of a site contractor. Unless otherwise stated, the services indicated in Article 7.1 are performed at the Purchaser's risk and expense.

## **8 - PAYMENT TERMS**

8.1. Unless otherwise stated, payment shall be made net without discount on due date of payment indicated on the invoice. In event of discounted payment, only the VAT corresponding to the price effectively paid shall give the Purchaser the right to the discount.

8.2. If the Supplier accepts installment payments, non-payment by a the Purchaser of a single installment shall allow the Supplier to demand immediate payment of the remainder of the price for the supply concerned and all accounts

payable for other supplies, even though these other supplies may still not be due. The same procedure shall apply in event of sale, transfer, mortgage and contribution of the Purchaser's good will.

8.3. In compliance with Regulation No. 86-1243 of December 1<sup>st</sup>, 1986, article 33, in case outstanding sums are paid after the due date of payment indicated on the invoice, these amounts shall accrue an interest equivalent to three times (3x) the legal interest rate. In addition, a penalty of 40 € will be applied in case of delay of payment in accordance with Articles L 441 -3 & L441-6 of the French commercial code.

8.4. In addition, in event of recovery of accounts payable by legal proceedings, the Supplier shall have the right to claim the reimbursement of its legal costs and a compensation of at least ten percent (10%) of the accounts payable.

8.5. The Purchaser shall never be authorized to withhold all or part of outstanding sums nor make use of them as a compensation arising out of a claim made against the Supplier.

## **9 - RETENTION OF TITLE**

9.1. The Supplier retains title and property to the products and the services until their prices have been fully paid and actually credited, and the Supplier shall have the right to retake possession, if payment is not made. The Purchaser shall inform his sub-buyers of the retention of title clause. If the Purchaser should become insolvent or enter into receivership, the Supplier shall have the right to claim accounts still payable from the sub-buyers and the Purchaser shall indicate to the Supplier their addresses and other relevant information accordingly.

9.2. In event the Purchaser fails to pay for standard products, the Supplier shall have the right to retake possession of identical products still in the the Purchaser's stock without the Supplier having to prove that they are identical to the products delivered and not paid for.

9.3. The Supplier shall retain property rights to supplies as long as they are removable. Otherwise, The Supplier shall become co-owner of the finished product pro rata to its rights. the Purchaser shall pay expenses for repairing and/or overhauling the returned supplies.

## **10 - WARRANTIES**

Subject to the specific conditions of the product range to which the supplied products belong, the Supplier warrants all the products supplied to be free from defects in material and workmanship for a maximum period of one (1) year from date of delivery. In event the delivery is postponed due to a cause beyond the control of the Supplier, the warranty period shall begin on the date originally scheduled for the delivery. Software products shall be limited in warranty to the correction of reproducible errors in order to allow the execution of instructions contained in the faulty program by the delivery of a corrective version. Warranty is limited, at Suppliers option, either to the repair or the replacement by equivalent items of all items of the products affected by a latent defect pre-existing prior to delivery. The Supplier warranty does only apply for defects which appear under the conditions of operation provided for in the Contract and under proper use of the Products. This warranty shall not apply to replacements or repairs resulting from:

- damages or accidents due to faulty supervision or maintenance or use of the Products by persons not trained by the Supplier;
- improper use of the products;
- defects arising out of materials provided or a design stipulated or specified by the Purchaser;
- defects arising out of external factors such as defective construction work, inappropriate flooring, the Supplier shall neither be liable for normal wear and tear of the products nor deterioration or chemical, atmospheric, electrical, or other effects for which the Supplier may not be held responsible.

This warranty shall no longer apply if the Purchaser modifies, incorporates, or repairs the product of origin. Replaced parts shall become again the property of the Supplier. Replacement of parts during the warranty period shall not have as an effect the extending in time of the products' warranty period. Unless otherwise stated, second-hand parts and spare parts shall not benefit from the contractual warranty of this Article. The Purchaser shall grant the Supplier the time it needs and provide required facilities to allow remedying the reported defect. If the Purchaser refuses to do so, the Supplier shall be released from all liability. Normal maintenance of the products shall not be included under this warranty and shall be covered by a separate agreement. In any event, the mandatory legal warranty shall apply in compliance with the regulations in force and effect.

## **11 - LIABILITY – INSURANCE**

It is expressly agreed that the Supplier shall be excused and not held liable for any event beyond its control and in particular subsequent to Force Majeure or Acts of God including acts of terrorism and epidemic or pandemic crisis. Unless otherwise stated, the Supplier shall not be held responsible for results, in particular, performance or capability of the product or the service for a use not expected or not specified by the Supplier, and the Supplier provides no implied or express guarantee with respect to negotiability. The Supplier contractual obligations only follow from signed agreements in compliance with the provisions stipulated in these General Conditions for Sales and in particular Articles 1 to 3 inclusive herein. In no event shall the Supplier or its representatives be liable to any party for any

indirect, special, incidental or consequential damages (including but not limited to damages for loss of business profits, business interruption, loss of business information or data) resulting from performance or failure to perform under these terms and conditions, or from the furnishing, performance or use of any product or service sold pursuant hereto, whether due to a breach of contract, breach of warranty, negligence, or otherwise even if advised of the possibility of such damages. The Supplier's liability will never exceed in the aggregate the total price VAT excluded paid by the Purchaser hereunder. The Supplier shall have no liability for any indirect or punitive damages, or for any claim by a third party except as expressly provided herein. From the date of delivery of the equipment on, the Purchaser has to insure the said equipment against all risks and in particular damage and loss. The Purchaser shall also subscribe to an appropriate insurance covering all damages liable to engage its professional civil responsibility as designer and/or prime contractor. The Purchaser shall provide all relevant insurance policies to The Supplier before the date of contract signature or purchase order.

## **12 - ASSIGNMENT AND SUBCONTRACTING**

The Supplier may without restriction assign and/or subcontract all or a part of its rights and obligations arising out of an agreement to supply products and/or services with Purchaser to a third party of The Supplier choosing. Purchaser shall give written notice to the Supplier by registered letter prior to any assignment and/or subcontracting of his rights and obligations arising out of an agreement to supply products and/or services with the Supplier and shall protect the Supplier against any default and/or claim by the said assignee and/or subcontractor.

## **13 - TERMINATION OF THE AGREEMENT - CANCELLATION OF ORDERS**

Failure by the Purchaser to perform any one of his obligations shall authorize the Supplier to automatically terminate, without legal formality, all or a part of the Agreement in case the Purchaser does not remedy within eight (8) days after receipt of written notice by email or registered letter from the Supplier; to recover already delivered products; to claim compensation for the prejudice suffered; and to retain thereof as a minimum the amounts already paid, or if no partial payment was made, to invoice as a compensation at least ten percent (10%) of the order's value. This provision shall also apply to any total or partial cancellation of the order unilaterally decided by the Purchaser.

## **14 -GOVERNING LAW AND JURISDICTION**

All sales and/or services and any dispute or claim arising out of or in connection with it/them or its/their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of France. The United Nations Convention on Contracts for the International Sale of Goods and any legislation implementing such convention, if otherwise applicable, shall not apply to any order or sale. Any disputes arising out of the interpretation, performance, or termination of the contractual obligations of this Agreement which are not settled amicably shall be submitted to the courts having jurisdiction in the location of the Supplier headquarters in France, regardless of the accepted supply conditions and payment terms, and even in event of invocation of responsibility of original warranty party or multiple defendants.

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