

GENERAL TERMS AND CONDITIONS OF SALE – FSP ONE

ARTICLE 1 - SCOPE

1.1 These general terms and conditions of sale (the “**Conditions**”) apply to the sale of products (the “**Products**”) by FSP ONE, a simplified joint stock company with share capital of €4,000,000.00, whose registered office is located at 31 rue Giffard 38230 Pont-de-Cheruy and whose unique identification number is 422 505 347 on the Vienna Trade and Companies Register (the “**Supplier**”), to all its business customers (the “**Customers**”) located in mainland France and outside mainland France. They cancel and replace the previous conditions and constitute the entire agreement between the parties.

1.2 Any order for Products implies acceptance of the Conditions by the Customer. The Conditions apply without restrictions or reservations to all sales concluded between the Supplier and its Customers, regardless of any conditions that may be included on the Customer's documents and in particular its general terms and conditions of purchase.

1.3 Any information contained in the Supplier's technical documents (catalogues, prospectuses, price lists etc.) is indicative and subject to change at any time. The Supplier is entitled to make any changes it deems appropriate.

ARTICLE 2 - ORDERS

2.1 The sale of Products must systematically be the subject of a prior order in the form of a purchase order duly completed and signed by the Customer and sent either by post to the Supplier's registered office or by email for the attention of the sales department.

2.2 Each order thus sent to the Supplier by the Customer shall only be considered firm and final once the Supplier has expressly confirmed acceptance by sending confirmation of the order to the Customer, by any means.

2.3. Any request to change or cancel an order must be expressly sent to the Supplier as soon as possible. Where applicable, the costs of processing the change to the order or its cancellation will be invoiced to the Customer, depending on the progress made in producing the order. These costs may amount to 100% of the value of the order in question in the event that the Customer cancels the order.

2.4 The Customer is informed that the quantities delivered may vary from the quantities ordered within the limits set by the standards applicable to the Products in question. In the absence of an applicable standard, the Customer may not dispute the quantities delivered if the difference is within 10% (up or down) of the quantities ordered, except where small quantities are ordered and upon prior written acceptance by the Supplier.

ARTICLE 3 - PRICES, INVOICING AND PAYMENT TERMS

3.1 Prices

3.1.1 The Products are supplied at the Supplier's prices in force on the date the order is placed and reflect the official metal prices on the hedging date. These prices, excluding those for metals, are firm and not subject to revision during their period of validity, as indicated by the Supplier.

3.1.2 Unless otherwise specified in the order, prices are net, ex-works and exclude VAT and packaging. Prices do not include delivery costs, customs duties if applicable, or insurance, which are the responsibility of the Customer.

3.1.3 The Customer may benefit from the discounts and rebates detailed in the Supplier's price list, depending on the quantities purchased or delivered by the Supplier in a single order and in a single place, or on the frequency of its orders.

3.2 Payment terms

3.2.1 The Customer undertakes to settle the Supplier's invoices by the deadline specified in the order confirmation and, failing that, within thirty (30) days of the invoice issue date. Non-payment by the due date shall automatically cause all the outstanding amounts owed by the Customer to become immediately due.

3.2.2 In the event of total or partial non-payment of an invoice on its due date, the Customer shall be automatically liable to the company for late payment penalties of an amount equal to five (5) times the legal interest rate in force, without any formal notice required and without prejudice to the right of the Supplier to suspend the performance of its obligations under the order.

3.2.3 In the event of late payment, the Customer shall also be liable for a fixed charge of 40 euros to cover the cost of debt collection.

3.2.4 No discount shall be granted by the Supplier for payment before the date stated on the invoice.

3.2.5 The Parties expressly agree that any materials that are delivered for processing or conversion and, in general, for refining or moulding, shall act as security for the payment by the Supplier of all invoices, including those for Products already delivered.

ARTICLE 4 – DELIVERY CONDITIONS

4.1 The delivery time indicated at the time of the order does not constitute a strict deadline. Any reasonable delay in the delivery of the Products shall not entitle the Customer to receive compensation or to cancel the order.

4.2 The Supplier may not under any circumstances be held liable in the event of a delay or suspension of the delivery attributable to the Customer or in the event of force majeure.

4.3 Delivery shall be made by direct delivery of the Products to the Customer, by notice that the Products are available at the Supplier's premises, or to the place indicated at the time of the order, or to a shipper or carrier, the products travelling at the Customer's risk.

ARTICLE 5 - RETURN OF PRODUCTS

No return of Products by the Customer is permitted without the prior written consent of the Supplier. Where the Supplier accepts a return, the Customer shall only be provided with a credit note after a qualitative and quantitative verification of the returned goods.

ARTICLE 6 - TRANSFER OF TITLE AND TRANSFER OF RISKS

IT IS EXPRESSLY AND IRREVOCABLY AGREED THAT TITLE TO THE PRODUCTS SHALL BE TRANSFERRED UPON THE RECEIPT OF FULL PAYMENT OF THEIR PRICE BY THE SUPPLIER.

THE SUPPLIER SHALL RETAIN TITLE TO THE PRODUCTS UNTIL FULL AND EFFECTIVE PAYMENT OF THE PRICE IS RECEIVED FROM THE CUSTOMER.

IN THIS RESPECT, THE PRESENTATION OF A BILL OF EXCHANGE OR ANY OTHER INSTRUMENT CREATING AN OBLIGATION TO PAY SHALL ONLY BE CONSIDERED AS PAYMENT ONCE CLEARED.

ANY POSTPONEMENT OF THE DUE DATE SHALL NOT PRECLUDE THE APPLICATION OF THIS RETENTION OF TITLE CLAUSE.

IN THE EVENT THAT THE CUSTOMER FAILS TO PAY THE PRICE IN FULL OR IN PART, THE SUPPLIER SHALL BE ENTITLED TO CANCEL THE ORDER AUTOMATICALLY UPON SIMPLE NOTIFICATION BY REGISTERED LETTER WITH ACKNOWLEDGEMENT OF RECEIPT. THE CUSTOMER SHALL THEN, AT ITS OWN EXPENSE AND RISK, RETURN THE PRODUCTS WITHIN TEN (10) DAYS OF RECEIPT OF THE NOTIFICATION. THE SUPPLIER SHALL RETAIN ANY ADVANCE PAYMENTS ALREADY MADE, WITHOUT PREJUDICE TO ANY DAMAGES IT MAY CLAIM.

IF THE CUSTOMER HAS ALREADY RESOLD THE PRODUCTS FOR WHICH THE SUPPLIER HAS NOT RECEIVED PAYMENT, THE CUSTOMER UNDERTAKES TO ASSIGN ITS RECEIVABLE FROM THE SALE OF THE PRODUCTS TO THE SUPPLIER. IF THE RECEIVABLE IS EXTINGUISHED BEFORE IT IS ASSIGNED TO THE SUPPLIER, THIS RETENTION OF TITLE CLAUSE SHALL APPLY TO THE SUMS RECEIVED FROM THE RESALE OF THE PRODUCTS IN QUESTION WITHOUT ANY FORMALITY BEING REQUIRED.

HOWEVER, THE RISK SHALL BE TRANSFERRED ONCE THE PRODUCTS ARE DELIVERED. THE CUSTOMER THEREFORE UNDERTAKES TO PROVIDE EVIDENCE OF INSURANCE COVERING ANY RISKS AND DAMAGE TO THE PRODUCTS IN ITS POSSESSION.

ARTICLE 7 - COMMERCIAL WARRANTY

7.1 The information and recommendations included in the Products' technical support catalogues, notices and price lists are given in good faith. They do not in any case constitute a guarantee as to the suitability of a product for a specific application nor as to the use that may be made of the product, unless the Supplier gives the Customer a written undertaking at the time of the order.

7.2 Upon receipt of the Products, it is the Customer's responsibility to immediately verify that the Products delivered comply with the order, in particular in terms of quantity, weight, dimensions and quality. The Products delivered by the Supplier are covered by a contractual warranty for a period of two (2) months from the date of delivery. This warranty covers the ordered products for non-compliance and any hidden faults arising from a defect in materials, design or manufacture that may affect the delivered products and render them unfit for use.

7.3 This warranty is limited to the replacement of non-compliant or defective products.

7.4 To assert its rights, the Customer must notify the Supplier in writing, with acknowledgement of receipt, of the existence of defects within a maximum period of one (1) month from their discovery, failing which its right to claim under the warranty for such defects shall lapse.

7.5 The replacement of defective Products or parts shall not have the effect of extending the aforementioned warranty period.

7.6 The warranty shall not apply if the Products have been stored, assembled or used incorrectly, or have been used under conditions different from those for which they were manufactured, in particular in the event of non-compliance with the conditions specified in the instructions for use. The warranty shall also not apply in the event of any damage to the Product or any accident resulting from any impact, fall, neglect, lack of supervision or maintenance, or in the event that the Product is modified.

ARTICLE 8 - LIMITATION OF LIABILITY

8.1 The Supplier shall only be liable for direct and material damages caused to the Customer by the Products or errors it commits in the execution of an order.

8.2 The Supplier shall not be liable for any losses resulting from faults committed by the Customer or third parties in relation to the execution of an order.

8.3 In any event, the Supplier shall bear, under the provisions of general law, any losses resulting from any act or omission on its part in the execution of an order, which shall not exceed 100% of the total amount of the order in question excluding VAT (excluding the value of metals).

ARTICLE 9 - PERSONAL DATA

9.1 The personal data collected from Customers when placing an order (such as the surname, first name, position, role, telephone number and email address of the Customer's employees) are subject to computerised processing carried out by the Supplier as data controller. They are stored in its Customer file and are required to process the order. The information and personal data are also stored for security purposes, in compliance with legal and regulatory obligations. They shall be stored for as long as necessary for the execution of orders and any applicable warranties.

9.2 Access to personal data shall be strictly limited to the employees of the data controller who are authorised to process them in the course of their duties. The information collected may be disclosed to third parties under contract with the company to carry out outsourced tasks, without there being any need to seek the authorisation of the data subjects. Within the framework of the provision of their services, third parties have only limited access to the data and are obliged to use them in accordance with the provisions of the applicable personal data protection laws.

9.3 In accordance with applicable regulations, data subjects have a right of access, rectification, erasure and to data portability, as well as the right to object to the processing for legitimate reasons. They may exercise these rights by contacting the data controller at the following postal address or email address: 31 Rue Giffard 38230 Pont de Chéruy - sales@fsp-one.com. The Customer may lodge complaints with the *Commission Nationale de l'Informatique et des Libertés* (CNIL, the French Data Protection Authority).

9.4 If the data is transferred outside the EU, the data subjects will be informed and they will be notified of the safeguards put in place to secure their data.

ARTICLE 10 - FORCE MAJEURE

10.1 In cases of force majeure within the meaning of Article 1218 of the French Civil Code and recognised as such by case law, the execution of the orders concluded with the Supplier and the obligations of the parties shall be automatically suspended for the entire duration of the force majeure event, without compensation being payable.

10.2 The affected party must inform the other party thereof by registered letter with acknowledgement of receipt within ten (10) working days of the occurrence of the event.

10.3 If the force majeure event continues for more than three (3) months, the order may be automatically cancelled without compensation being payable by either party.

ARTICLE 11 – UNFORSEEABLE CIRCUMSTANCES

11.1 It is expressly agreed that neither the Supplier nor the Customer may invoke the provisions of Article 1195 of the French Civil Code and the rules for unforeseeable circumstances provided for therein.

11.2 However, the parties undertake to renegotiate the conditions of the agreement in good faith in the event of a significant change in economic circumstances, unforeseeable at the time of placing the order and outside of the parties' control and in particular in the event of a significant increase in the price of the raw materials required to produce the Products.

11.3 Throughout the Product renegotiation period, the duration of which may not exceed one (1) month, the parties shall continue to perform their contractual obligations.

11.4 If the negotiations during the aforementioned one (1) month period are unsuccessful, either party shall be entitled to cancel the order.

ARTICLE 12 - GOVERNING LAW - DISPUTES

12.1 The Conditions and the resulting orders are governed by French law.

12.2 ANY DISPUTE RELATING TO THE FORMATION, VALIDITY, INTERPRETATION, EXECUTION, NON-EXECUTION OR CANCELLATION OF AN ORDER SHALL BE SUBMITTED TO THE EXCLUSIVE JURISDICTION OF THE LYON COMMERCIAL COURT, EVEN IN THE EVENT OF EMERGENCY PROCEEDINGS, MULTIPLE DEFENDANTS AND/OR THIRD PARTY PROCEEDINGS.