

# GENERAL TERMS AND CONDITIONS OF SALE AND SERVICE

These General Terms and Conditions define the conditions under which Euromere (hereinafter referred to as "Euromere") produces and/or sells Products and/or invoices Services and/or Supply to its Customers. These terms and conditions apply notwithstanding any provisions to the contrary contained in the Customer's general conditions of purchase or in any other document issued by the Customer, unless otherwise agreed in writing between the parties.

## ARTICLE 1: DEFINITIONS

For the purposes of these General Terms and Conditions and the agreements to which they apply:

- The term "Customer" refers to any person or entity ordering Products, Supply and/or Services from Euromere;
- The term "Euromere" refers to the company Euromere that invoices the Services, the Supply or sale of Products to the Customer;
- The term "Order" refers to the Purchase Order modified or not, and accepted, by Euromere in writing;
- The term "Process" refers to the process provided to Euromere by the Customer, in order to perform the Services.
- The term "Product" refers to any product supplied to the Customer by Euromere, whether manufactured or not by Euromere;
- The term "Product Specifications" refers to characteristics and specifications of the Product(s) provided by Euromere, whether manufactured or not by Euromere;
- The term "Purchase Order" refers to any document used by the Customer to order Products, Supply and/or Services from Euromere. Purchase Order submission implies the acceptance of these General Terms and Conditions;
- The term "Service" refers to any service provided to the Customer by Euromere, in particular the manufacture of Products by Euromere, according to the Process;
- The term "Supply" refers to any Products manufactured by Euromere, without using the Process.

These terms have the same meaning in both the singular and plural forms.

## ARTICLE 2: ORDERS

Purchase Orders must be sent to Euromere by email, post or electronic data exchange. To be accepted, any Purchase Order shall be submitted with all documents and information necessary to the supply of the Products and/or to perform the Services or Supply.

Purchase Orders submitted by the Customer are only binding once they have been confirmed by Euromere in writing.

Once confirmed by Euromere, each Order is considered firm and definitive and may not be cancelled, modified or postponed without Euromere's written consent.

Euromere may not be held liable for any shortcomings, mistakes or other errors in the Customer's statements.

No modification of the Product Specifications and/or of the Process by the Customer may be considered accepted without Euromere's express prior written consent.

The Customer may only transfer the rights and obligations arising from an Order to a third party if said third party has accepted the provisions of these General Terms and Conditions and if the Customer has obtained Euromere's express consent.

The Customer acknowledges to have checked the suitability of the Products to its needs. In case of doubt or need of information, the Customer undertakes to inform Euromere in order to obtain all necessary information on the Products so the Customer can order them well informed and with full knowledge.

If applicable, the Customer shall provide Euromere with the Process, in order for Euromere to deliver the Products to the Customer within the agreed timeframe. Euromere shall not be held liable for any subsequent delay in the delivery of the Products.

The Customer acknowledges and accepts that it shall verify the validity and suitability of the Process in relation to its needs. Euromere is only specialized in manufacture and distribution of composite materials, and therefore, shall not be responsible to advise the Customer regarding its own activity and declines any liability for the suitability of the Product with the Process.

## ARTICLE 3: INTELLECTUAL PROPERTY

Notwithstanding any provision to the contrary, all processes and techniques, as well as all knowledge and intellectual property rights implemented, developed or improved by Euromere in the context of Services and/or Supply performance and/or Product distribution and manufacture, remain its property or that of its suppliers. The Customer undertakes not to carry out reverse engineering or analyse the Product, or, directly or indirectly allow or cause the analysis of all or part of the Products.

The Customer grants Euromere and, if applicable, its subcontractors, a free, non-exclusive and non-transferable license to use the intellectual property rights held by the Customer, for the performance of Services for the Customer, and in particular relating to, but not limited to, the Process.

## ARTICLE 4: PRICES – PROPERTY

A non-refundable deposit may be required from the Customer to secure the performance of the Order. The amount of the deposit will be determined in the relevant Order or, otherwise, shall be thirty percent (30 %) of the Product's price, upon agreement between the parties and, shall be due immediately upon reception of the relevant invoice. The final payment is due upon delivery of the Product(s).

Manufacture of the Products ordered shall only start upon reception of the payment by Euromere at which time the computation of the delivery period shall begin.

Orders for Product(s) not paid through a deposit system, will be payable net and without discount within thirty (30) days end of the month from the invoice date, unless otherwise agreed upon in writing by the parties.

Euromere reserves the right (i) to suspend or cease its Service and/or Product delivery, and/or (ii) to require payment in advance of any Order, including any other order, in the event of any non-payment as of the due date or impairment of the Customer's credit insurance coverage.

The Products will be the property of the Customer, subject to payment of all sums due by the Customer to Euromere under the corresponding Order. The Customer shall not grant a security interest or transfer the property rights on unpaid Products Notwithstanding any resale, transformation, incorporation, or use of the Products by the Customer, Euromere retains ownership of the Products until full payment of the agreed price.

Risks related to the Products are transferred to the Customer upon delivery according to the agreed Incoterm. If delivery is postponed at the request of the Customer, or for any other reason beyond Euromere's control, risks related to the Products will be transferred to the Customer on the initially scheduled delivery date.

## 4.1 PRICES

The price indicated on the Order is considered to be the price that Euromere and the Customer have agreed upon.

Unless otherwise stated on the invoices issued by Euromere, no Customer discount will be granted for early payment of all or part of the sums due.

Prices are net and exclusive of tax.

Any open Order of Products shall be ordered by the Customer through delivery calls. The Customer undertakes to place delivery calls according to the quantities and timeframes agreed between the parties in the open Order. In the event of Customer failure to call for delivery of the total open Order's quantities of Products, Euromere shall invoice the Customer for the remaining Products.

In the event of non-compliance with the deadlines agreed in an open Order by the Customer, and in any case, as of the end of the Product's shelf life, the Customer expressly authorizes Euromere to proceed with their destruction and to invoice the Customer for any associated costs.

Unless otherwise agreed between the parties, any tax, bank charges, customs duties or other charges payable pursuant to regulatory provisions will be borne by the Customer.

If the company is placed under safeguard or receivership proceedings, deliveries will be paid, at Euromere's discretion, in cash or in advance in accordance with applicable legal provisions.

## 4.2 LATE OR NON-PAYMENT

Any sum unpaid as of the due date:

- renders all amounts owed to Euromere immediately payable, including those that are not due yet;
- authorises Euromere to suspend Service performance and/or Product delivery;
- authorises Euromere to recover Products that have not been paid for;
- results in the application of an interest rate equal to the main refinancing rate in force of the European Central Bank in force at the due date mentioned on the invoice, plus ten (10) percentage points.

Euromere will invoice the Customer for recovery costs pertaining to all or part of the sums due, it being understood that the minimum recovery fee is forty (40) euros for each invoice.

## ARTICLE 5: DELIVERY

### 5.1 TERMS AND CONDITIONS – TRANSPORT

The Products will be delivered to the place indicated in the Order. In the absence of such indications, the Products will be delivered FCA (Incoterms 2020 ICC).

### 5.2 DELIVERY TIMES

Delivery of the Products will, in principle, be made within the time period indicated in the Order.

Euromere shall do reasonable effort to respect delivery times. Nonetheless, delivery times are solely given as an indication. Therefore, late deliveries do not justify Order cancellation nor may they give rise to damages. Delivery dates may be postponed due to execution difficulties, an Order change accepted by Euromere, a shortage of raw materials, transport constraints or other reasons. The Customer will be informed of any delays as soon as possible. Compliance with the indicated delivery time is, in any event, subject to faultless cooperation between the parties. In this respect, the Customer agrees to provide Euromere with all necessary Order-related information.

In the event of a Product delivery delay due to the Customer, Euromere is authorised to invoice the Customer for costs related to the storage of said Products, and for the storage of raw material in case of an open Order, for a price of fifty (50) euros per square meter per day, plus any additional transport costs. Each aforementioned invoice shall be paid by the Customer, prior to delivery of the relevant Order.

In the event of Products ordered but not called for delivery and whose shelf life has expired, Euromere shall be entitled to deliver the aforementioned Products to the Customer. Euromere shall not be held liable if the Products delivered are past their shelf life.

### 5.3 CONFORMITY

The Customer must check the qualitative and quantitative conformity of the Products as soon as they are received.

Should any Products be obviously non-compliant, damaged and/or missing, the Customer must list its reservations and identify the obviously non-compliant, damaged and/or missing Products, as well as their quantities, on the carrier's waybill and in the presence of the carrier. The Customer must also send, by registered letter with acknowledgement of receipt, confirmation of its reservations to the carrier as well as to Euromere within three (3) working days of receipt of said Products.

Claims for nonconformities that were not discovered within the time limit stipulated above, despite careful examination, must be made in writing and must reach Euromere within thirty (30) calendar days of the discovery of said non-conformities and, in any event, no later than the duration of the warranty as specified in article 6, and, if applicable, before the end of the shelf life of the relevant Products, whichever occurs first.

It being understood that any claims made once the Customer has resold or used the Products, or has transformed or treated them in any way, are null and void, except if the Customer is a distributor declared as such to Euromere.

If no complaint has been made by the Customer within the deadlines indicated above, this will be considered as an absolute and unconditional waiver of its right.

If the Customer can prove that the Products do not comply with the Product Specifications and, if applicable, with the Process, Euromere may, at its discretion, replace the non-compliant Products at its own expense or refund the price paid by the Customer for said Products, provided that the non-conformity, if applicable, does not result from the Process.

In any case, Euromere shall not be liable if any non-conformity results from, arises out of or is related to the Process or any information transmitted by the Customer.

#### **ARTICLE 6: WARRANTY**

Subject to the below mentioned limits, the conformity of the Products with the Product Specifications and, if applicable, with the Process, is warranted during for a period equal to the remaining shelf life of the Products as of the date of delivery of the Products, or failing that for one (1) month subject to any other duration indicated in the offer, contractual document or any other document provided by Euromere.

Euromere makes no express or implied warranty as to their potential market value or fitness for a particular purpose. The Customer acknowledges that Euromere cannot foresee all the conditions under which Products may be used. Consequently, it is the Customer's responsibility, prior to any use, to carry out its own sampling tests to determine the safety and suitability of the Products in relation to its needs. Likewise, it is the Customer's responsibility to ensure that use of the Products for a given purpose, whether alone or in combination with other products complies with the expected needs of the Customer. Euromere shall not be liable for any claim of the Customer on the Products, in case the Customer did not carry out the aforementioned tests. Furthermore, it is the Customer's responsibility to ensure that use of the Products for a given purpose, whether alone or in combination with other products, is not likely to infringe any pre-existing intellectual property rights. All information communicated by Euromere is given without any explicit or implicit guarantees.

The Customer undertakes to guarantee and hold harmless Euromere against any third parties' or its own insurers' direct and indirect claims related to the fulfilment of our obligations arising from this Purchase Order or any Order resulting therefrom, and which contravenes the conditions and limitation of responsibility of this clause.

The Customer guarantees Euromere against all the consequences arising from infringement proceedings concerning the use of the Process and/or data or drawings that it transmitted.

The Parties expressly agree to exclude any legal warranty, such as the guarantee of latent defects and the guarantee of defective products if the applicable law permit it.

The warranty ceases to be valid automatically:

- In the event of a damage resulting from improper storage conditions, poor maintenance or lack of maintenance or lack of inspection or incorrect installation made by the Customer or a third party, and in general resulting from any handling that does not conform to the technical recommendations or to the standard practice of the profession;
- For the defects resulting, either in whole or in part, from normal wear and tear of the Product, from the deteriorations or accidents attributable to the Customer or to a third party;
- For the defects or non-conformities which have not been subject to an express reclamation by the Customer upon the delivery of the Product according to the dispositions of clause 5.3;
- In the event of any uses, acts and/or changes on the Products by the Customer or a third party;
- In the event of any defects which become apparent after the end of the shelf life of the Products;
- In the event of a force majeure event ;
- In the event of any non-payment, even partial.

#### **ARTICLE 7: LIABILITY**

The liability of Euromere is limited for whatever cause, except for the personal injury and gross negligence, to direct damages. In any way, the liability of Euromere is limited to the amount of the Order for the supply of the Products. The liability of Euromere shall in no way cover consequential, incidental, special, punitive and indirect damages, including, without being limited, loss of business, loss of profits, loss of opportunity, commercial loss, revenue shortfall, claims from third parties etc.

Euromere is not responsible for any information provided by the Customer which is incorrect or is protected by a third party's intellectual property right. The Customer remains responsible regarding the result it seeks and for any omission in the information it gives.

In any case, regarding the Services, Euromere shall not be liable in case of any error on the Process' implementation due to insufficiently precise or erroneous information provided by the Customer.

In the event that Euromere or one of its officers, employees or agents is subject to a summons, a court order, or any other request from a state authority or a court of law in the context of

legal proceedings against the Customer, the latter shall indemnify and reimburse Euromere for all costs and expenses, including but not limited to reasonable legal fees and court costs, incurred by Euromere and/or one of its officers, employees or agents in connection therewith.

#### **ARTICLE 8: SUBCONTRACTING**

Unless otherwise stipulated in the Order, Euromere may subcontract all or part of Service and/or Supply performance and Product manufacture and/or supply to a third party with comparable quality standards and bound by equivalent confidentiality rules.

#### **ARTICLE 9: FORTUITOUS EVENTS AND FORCE MAJEURE**

The following are contractually assimilated to force majeure and may constitute grounds for the termination or suspension of one of the parties' obligations: any event that the defaulting party could not reasonably have foreseen or controlled on the date hereof in view of the inevitable, unforeseeable and uncontrollable nature of the event in question, particularly government actions, war, terrorism, raw material shortages, failure on the part of the Parties' suppliers or subcontractors, transport interruptions, shortages or social actions, viral contamination, epidemics, earthquakes, fire, explosions, flooding, strikes, lockouts, embargoes, fortuitous occurrences, and any other cause beyond the reasonable control of the defaulting party, provided that the party invoking the force majeure event has promptly informed the other party and has made reasonable commercial efforts to avoid or remedy said force majeure event and provided that neither party may be obliged to settle a disruption or industrial dispute. If the force majeure event persists ninety (90) days after notification, either party may terminate the Order by registered letter with acknowledgement of receipt or equivalent, and said termination will take effect immediately.

#### **ARTICLE 10: PERSONAL DATA**

In the course of the relationship subject to these General Terms and Conditions, each party may have access to and use the personal data of employees, subcontractors, customers and suppliers (the "Data Subjects") of the other party (hereinafter referred to as "Personal Data"). Said Personal Data is used to enable the effective functioning of the contractual relationship. The Personal Data retention period must strictly adhere to the time period needed to achieve the above-mentioned purpose. Said Personal Data, whether provided or collected by a party, must be used in accordance with the provisions of the General Data Protection Regulation ("GDPR"). In accordance with the GDPR, Data Subjects have the following rights: access, rectification, deletion, opposition and updating. Under certain conditions, Data Subjects also have the right to portability and limitation of processing. In order to exercise these rights, the Supplier may write to Euromere at the following address: [contactGDPR@gazechim.com](mailto:contactGDPR@gazechim.com).

If the Customer believes that its data protection rights have not been respected after contacting Euromere, the Customer may submit a complaint to the relevant control authority.

#### **ARTICLE 11: COMPLIANCE – EXPORT CONTROL**

Each Party shall ensure that its officers, employees, agents, suppliers, contractors and any other person providing services for or on its behalf do so in accordance with all applicable laws, statutes, regulations and codes related to the fight against corruption, including the Sapin II Law, the duty of due diligence, the US Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010.

When the Customer is not the end-user of the Products, the Customer undertakes to share with Euromere all information regarding the end-user and to comply with any aforementioned international applicable regulations.

The Customer shall ensure that the markets, the end customers and/or the end use of the Product for which the Customer has requested Euromere's services are not subject to any sanctions, including but not limited to, national, European, international (UN), American (OFAC) or any other applicable sanctions.

The acceptance of any order by Euromere is subject to the «Know Your Customer» and export control processes, and the Customer must provide Euromere with all necessary documentation, including but not limited to, the identification documents of its directors or end-user certificate. Euromere reserves the right to refuse or cancel any order from the Customer in case of doubt regarding the Customer's identity.

#### **ARTICLE 12: MISCELLANEOUS**

Failure on the part of the Customer or Euromere to exercise a right, on any occasion, does not imply a waiver of the exercise of that right on another occasion.

Except in the case of prior written opposition by the Customer, Euromere is authorised to use the Customer's name in its commercial references, press releases and advertising leaflets, as well as on its website.

To the extent possible, these General Terms and Conditions will be interpreted in accordance with the law. If any of the clauses of these General Terms and Conditions are declared null and void by a final court decision, the nullity of this clause will not result in the nullity of these General Terms and Conditions: all other provisions will thus remain in force and the nullified clause be replaced by another clause, resulting in the same legal and economic consequences, by mutual agreement.

#### **ARTICLE 13: JURISDICTION AND APPLICABLE LAW**

These General Terms and Conditions are to be governed and interpreted in accordance with the law in force at the registered office of Euromere. Application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods is expressly included.

In the event of a dispute between Euromere and the Customer arising from or pertaining to these General Terms and Conditions, the parties shall attempt to resolve their disagreement by negotiation during a thirty (30) day period. In the absence of an amicable agreement, the dispute will be submitted to the exclusive jurisdiction of the court of the registered office of Euromere.