

GENERAL CONDITIONS OF SALE (B2B) France and International

ARTICLE 1. SCOPE

These general terms and conditions of sale (hereinafter referred to as the "**General Terms and Conditions**") form, in accordance with Article L 441-1 of the French Commercial Code, the exclusive framework governing the commercial relationship

These General Conditions define the terms under which POLY-DTECH, a *société par actions simplifiée* (simplified joint-stock company) with a capital of €50,660.00, having its registered office at 204, avenue de Colmar – 67100 STRASBOURG, registered with the Trade and Companies Register of STRASBOURG under number 850 615 766 (hereinafter referred to as the "**Company**") provides professional clients (hereinafter referred to as the "**Clients**") who request it, whether by direct contact or in writing, its products (hereinafter referred to as the "**Products**") as well as its services (hereinafter referred to as the "**Services**").

They apply without restriction or reservation to all sales concluded and all Services provided by the Company to the Clients unless expressly exempted and in writing co-signed by the parties notwithstanding any stipulations to the contrary set out in the Client's documents, and in particular its general terms and conditions of purchase.

In accordance with the regulations in force, these General Terms and Conditions of Sale are systematically communicated to any Customer who requests them, to enable them to place an order with the Company.

Any order for Products implies, on the part of the Client, the Client's unreserved acceptance of these General Terms and Conditions and the general terms and conditions of use of the Company's website (hereinafter referred to as the "**Website**") for electronic orders.

The information contained in the Company's catalogues, prospectuses and prices is given for information purposes only and may be revised at any time. The Company is entitled to make any modifications that it deems useful.

ARTICLE 2. ORDERS - PRICES

2.1. ORDERING PROCESS

Orders are placed by any means, in particular by e-mail or via the Website and are subject to the prices applicable on the order date.

Sales of Products and Services are final only after written confirmation of the order by the Company, which will verify in particular the availability of the Products, the feasibility of the Service, and full payment of the order.

The Company provides electronic ordering processes (including acceptance and confirmation) allowing the Client to order Products efficiently.

For orders placed exclusively through the Site, the order is recorded when the Client accepts these General Conditions of Sale by checking the appropriate box and validates their order. This validation constitutes full acceptance of these General Terms and Conditions and proof of the sales contract.

The order acknowledgment and acceptance will be confirmed by email. The data recorded in the Company's computer system constitutes proof of all transactions concluded with the Client.

2.2. PRICES

2.2.1. PROVISIONS APPLICABLE TO THE SALE OF PRODUCTS

Products are supplied at the Company's prices in effect on the order date as specified in the commercial proposal sent to the Client.

The commercial proposal is valid for a period of fifteen (15) days.

Unless otherwise agreed, the prices mentioned in the commercial proposal are firm and non-revisable for a period of one (1) month.

After one month, the prices in the proposal may be revised.

Prices are net and exclusive of taxes, ex-works and packaging not included. They do not include transport, any customs fees and insurance, which are the responsibility of the Client.

Special pricing conditions may apply based on Client requirements concerning, for example, the terms and deadlines of delivery, or the terms and conditions of payment. A specific commercial offer will then be sent to the Client by the Company.

2.2.2. PROVISIONS APPLICABLE TO THE PROVISION OF SERVICES

Services are provided at the Company's rates in effect on the order date, according to the Company's pricing schedule in a quote previously established by the Company and accepted by the Client.

Rates are exclusive of VAT.

An invoice is drawn up by the Service Provider and given to the Client for each provision of Services.

The conditions for determining the cost of the services for which the price cannot be known a priori or indicated exactly, as well as the method of calculating the price to verify the latter, will be communicated to the Client or will be the subject of a detailed quote, at the Client's request in accordance with the provisions of Article L 441-1, III of the Commercial Code.

ARTICLE 3. PAYMENT TERMS

3.1. PAYMENT METHODS

3.1.1. PROVISIONS APPLICABLE TO THE SALE OF PRODUCTS

The price is payable in cash, in full, on the day the Products are ordered.

Invoices are payable in euros and by bank transfer or online payment.

The remittance of bills of exchange or any other securities creating an obligation to pay does not constitute payment.

The Company shall not be obliged to deliver the Products ordered by the Client if the Client does not pay the price to the Company under the terms and conditions indicated above.

Unless expressly agreed in advance and in writing by the Company, and provided that the reciprocal claims and debts are certain, liquid and due, no compensation may be validly made between any sums owed by the Client to the Company and vice versa.

3.1.2. PROVISIONS APPLICABLE TO THE PROVISION OF SERVICES

A deposit corresponding to 30% of the total price of the Services ordered is required when the order is placed.

The balance of the price is payable in cash, on the day of the provision of the said services, under the conditions defined in Article 7 "Terms and conditions of provision of the Services" below.

The Company shall not be obliged to provide the Services ordered by the Client if the latter does not pay the price to the Company in accordance with the terms and conditions set out in these General Terms and Conditions of Sale.

3.2. LATE PAYMENTS

In the event of late payment and payment of sums due by the Client beyond the deadline mentioned in Article 3.1 above, late payment penalties calculated at the rate of twelve percent (12%) (i.e. 1% per month of delay) per year of the amount inclusive of tax of the price appearing on the said invoice, will be automatically and by right acquired by the Company, without any formality or prior formal notice.

In the event of non-compliance with the above terms of payment, the Company also reserves the right to suspend or cancel the delivery of orders in progress on the part of the Client, to suspend the performance of its obligations, and to reduce or cancel any discounts granted to the Client.

Lastly, the Client will be liable, ipso jure and without prior notice, to pay a flat-rate indemnity for collection costs in the amount of forty euros (€40) in the event of late payment. The Company reserves the right to request additional compensation from the Customer if the collection costs actually incurred exceed this amount, on presentation of supporting documents.

3.3. TRANSFER OF OWNERSHIP AND RISK FOR THE SALE OF PRODUCTS

3.3.1. TRANSFER OF TITLE & RETENTION OF TITLE

The transfer of ownership of the Products to the Client will only be carried out after full payment of the price (principal and accessories) by the latter, regardless of the date of delivery of the Products.

Until full payment of the price by the Client, the Company reserves the right to repossess the Products sold. Any down-payment made by the Client shall be retained by the Company as a lump-sum compensation, without prejudice to any other action it may be entitled to take against the Client as a result.

The Client therefore undertakes, at its own expense, to insure the Products ordered, for the benefit of the Company, by an ad hoc insurance policy, until full transfer of ownership, and to justify this to the Company on delivery. Failing this, the Company shall be entitled to delay delivery until such proof has been provided.

3.3.2. RISK TRANSFER

The transfer to the Client of the risks of loss and deterioration will be carried out as soon as the Products are loaded (i.e. as soon as the Products are made available to the carrier) or as soon as the Products are made available to the Client in the Company's warehouses, regardless of the transfer of ownership, and this regardless of the date of payment and delivery of the Products.

ARTICLE 4. DISCOUNT

No discount will be applied by the Company for payment before the date shown on the invoice or within a period less than that mentioned in these General Terms and Conditions.

ARTICLE 5. PRODUCT DELIVERY

5.1. DELIVERY TIMES

Products purchased by the Client will be delivered within a maximum of four (4) weeks from receipt by the Company of the corresponding purchase order, duly signed and accompanied by the amount of the order due on that date.

This period is indicative and does not constitute a strict deadline.

In the event of a delay of more than six (6) weeks, the Client may request cancellation of the sale. Any advance payments already made will then be returned by the Company.

The Company may not be held liable in the event of delay or suspension of delivery attributable to the Client or in the event of force majeure.

5.2. TERMS OF DELIVERY

Delivery is the responsibility of the Client from the Company's headquarters.

Delivery will be made either by (i) direct delivery of the Products to the Customer, (ii) by notice of availability in the Company's warehouses or by (iii) making the Products available to a shipper or carrier, the Products traveling at the Customer's own risk.

In the event of direct delivery or making available of the Products in the Company's warehouses, the Client undertakes to collect the Products ordered within eight (8) days of sending the notice of availability of the Products. If the Client does not collect the Products within this period, the Company reserves the right to invoice the Products and to pass on the storage costs to the Client.

In the event of delivery by a carrier, the Client acknowledges that it is the carrier's responsibility to make the delivery, the Company being deemed to have fulfilled its obligation to deliver as soon as it has handed over the Products ordered to the carrier, who has accepted them without reservation. The Client therefore has no warranty recourse against the Company in the event of failure to deliver the Products ordered or damage occurring during transport or unloading.

In the event of special requests from the Client concerning the conditions of packaging or transport of the Products ordered, duly accepted in writing by the Company, the related costs will be subject to additional specific invoicing.

5.3. RECEIPT OF PRODUCTS UPON DELIVERY

The Client must check the apparent condition of the Products upon delivery. In the absence of express reservations by the Client at the time of delivery, the Products delivered by the Company shall be deemed to conform in quantity and quality to the order.

The Client shall have a period of forty-eight hours (48 hours) from the delivery and receipt of the Products ordered to express such reservations in writing to the Company. These reservations must be made on the carrier's delivery slip and confirmed to the carrier and the Company by registered letter with acknowledgement of receipt.

No claim can be validly accepted in the event of non-compliance with these formalities by the Client.

The Company will replace as soon as possible and at its own expense, the Products delivered whose lack of conformity has been duly proven by the Client.

ARTICLE 6. PRECAUTIONS FOR USE OF THE PRODUCTS

The Company reminds the Client that the use-by date indicated on the Products sold must be absolutely respected and the Products stored under the standard conditions of use of temperature and humidity as mentioned on the technical documentation.

The Company also points out that Products are highly sensitive to the degree of ambient humidity and temperature to which they are exposed.

Finally, the Company reminds the Client that these are Technical Products. The technical specifications of the Products are listed in the Product's technical sheet. For any specific application or in the event of doubt as to the suitability of the Product for its needs, the Client undertakes to inquire with the Company. The Company does not guarantee results.

ARTICLE 7. TERMS AND CONDITIONS OF PROVISION OF SERVICES

The Services requested by the Client will be provided within a maximum period of time provided for in the quotation from the receipt by the Company of the duly signed purchase order or quotation, together with the due deposit.

This deadline is given as an indication only and does not constitute a strict deadline. The Company cannot be held liable to the Customer for any delay.

The Company may not be held liable under any circumstances in the event of delay or suspension of the provision of the service attributable to the Client, or in the event of force majeure

The Services will be provided at the location specified in the quotation.

In the absence of reservations or complaints expressly made by the Client upon receipt of the Services, they shall be deemed to be in conformity with the order, in quantity and quality.

The Client shall have a period of 48 hours from the provision of the Services to issue, in writing, such reservations or complaints, with all the relevant supporting documents, to the Company.

No claim can be validly accepted in the event of non-compliance with these formalities and deadlines by the Client.

The Company will reimburse the Client or rectify the service (insofar as possible) as soon as possible, in accordance with the appropriate terms and conditions agreed by the Client, for the Services whose lack of conformity has been duly proven by the Client.

In the event of a specific request from the Client concerning the conditions of provision of the Services, duly accepted in writing by the Company, the related costs will be subject to a specific additional invoicing, based on an estimate previously accepted by the Client.

Any request to modify the Services during performance must be made in writing by the Client.

The Company will analyze the technical and financial feasibility of this request and, if necessary, will send a proposal for a tariff and/or deadline change. The modification will only be effective after the Client and the Company have accepted the new terms in writing.

ARTICLE 8. COMPANY LIABILITY - WARRANTY

8.1. PROVISIONS APPLICABLE TO THE SALE OF PRODUCTS

The Products are subject to an expiration period of six (6) months after the date of manufacture of said Products (hereinafter referred to as the "*Expiration Period*").

The Products delivered by the Company are covered by the legal warranties of conformity with the order and of latent defects affecting the Products delivered and rendering them unfit for use within the meaning of article 1641 of the French Civil Code.

However, the consequences, terms, and scope of these legal warranties are limited.

For the consequences of the implementation of the legal warranties, the Client may only claim the replacement or reimbursement of the Products, to the exclusion of any compensation for damage, in particular of exploitation or use.

These consequences may only occur in the absence of alteration, transformation or modification of the Product.

Any warranty is excluded in the event of (i) misuse, (ii) abnormal use, (iii) use under conditions different from the technical characteristics for which the Products were manufactured, (iv) alteration, transformation or modification of the Products, (v) negligence, (vi) lack of supervision, (vii) deterioration or accident resulting from an impact not attributable to the Company, (viii) lack of maintenance on the part of the Client, (ix) failure to comply with the conditions of use and storage prescribed in the technical documentation provided by the Company (x) normal wear and tear of the Product and (xi) force majeure.

In order to assert its rights, the Client must, under penalty of forfeiture of any action relating thereto, inform the Company, in writing, of the existence of the defects within a maximum period of fifteen (15) days from their discovery.

The Company will replace Products found to be defective.

The replacement of defective Products will not have the effect of extending the duration of the warranty set out above.

The guarantee may be implemented within a maximum period of three (3) days from delivery in the case of the conformity warranty. The warranty for hidden defects cannot be implemented beyond the expiry period of the Products.

8.2. PROVISIONS APPLICABLE TO THE PROVISION OF SERVICES

The Company guarantees, in accordance with the legal provisions, the Client against any lack of conformity of the Services and any hidden defect resulting from a defect in the design or provision of the said Services, to the exclusion of any negligence or fault on the part of the Client.

The Company's liability can only be incurred in the event of proven fault or negligence and is limited to direct damage to the exclusion of any indirect damage of any kind whatsoever.

In order to assert its rights, the Client must, under penalty of forfeiture of any action relating thereto, inform the Company, in writing, of the existence of the defects within a maximum period of 15 days from their discovery.

The Company will rectify or cause to be rectified, at its sole expense, in accordance with the appropriate terms and conditions agreed by the Client, the Services deemed to be defective.

In any event, in the event that the Company is held liable, the guarantee will be limited to the amount excluding tax paid by the Client for the provision of the Services.

ARTICLE 9. SPARE PARTS

The spare parts essential for the use of the Products are available during the Expiry Period of the Products.

ARTICLE 10. INTELLECTUAL PROPERTY

The Company retains all industrial and intellectual property rights relating to the Products, photos, plans, studies, processes, techniques and technical documentation.

The Company also remains the owner of all intellectual property rights to the studies, drawings, models, prototypes, etc., carried out (even at the request of the Client) with a view to providing the services to the Client.

The Client therefore refrains from any reproduction or use of the said documents (concerning the Products and Services) without the express, written and prior authorization of the Company, which may be conditional upon financial compensation.

ARTICLE 11. PERSONAL DATA

The Company undertakes to comply with the regulations on the protection of personal data resulting from European Regulation 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (or " **GDPR** "), as well as those of Law No. 78-17 of 6 January 1978, as amended, relating to information technology, files and freedoms and any other applicable regulations in this area that would supplement or replace them at a later date.

The data controller is the Company. Access to personal data will be strictly limited to the employees of the data controller, who are authorized to process it by virtue of their functions. The information collected may be communicated to third parties linked to the company by contract for the performance of subcontracted tasks, without the Client's authorization being required.

While performing their services, third parties have only limited access to the data and must use it in accordance with the provisions of the applicable legislation on the protection of personal data. Apart from the cases set out above, the Company is prohibited from selling, renting, assigning or giving access to the data to third parties without the Client's prior consent, unless it must do so for a legitimate reason.

If the data is transferred outside the EU, the Client will be informed and the guarantees taken to secure the data will be specified.

In accordance with the applicable regulations, Clients have the right to access, rectify, erase and transfer their data, as well as the right to object to processing for legitimate reasons, rights that they may exercise by contacting the Data Controller at the following postal or email address: contact@poly-dtech.com. In the event of a complaint, Clients may submit a complaint to the personal data protection officer of the Commission Nationale de l'Informatique et des Libertés.

ARTICLE 12. IMPREVISION

In the event of a change in circumstances that were unforeseeable at the time of the conclusion of the contract, in accordance with the provisions of Article 1195 of the French Civil Code, the party who has not agreed to assume the risk of an excessively onerous performance may request a renegotiation of the contract from its co-contractor.

In order to renegotiate the contract together, the parties agree to meet within fifteen (15) days of the sending of a request for renegotiation by registered letter with acknowledgement of receipt.

The parties have a period of thirty (30) days to reach an agreement.

In the event the renegotiation is successful, the parties will immediately establish a new order formalizing the result of this renegotiation for the sales of the Product sales operations concerned or the Service provision operations concerned.

In the event of failure of the renegotiation, the parties may, in accordance with the provisions of Article 1195 of the French Civil Code, apply to the court by mutual agreement for termination or adaptation of the contract.

If the parties fail to agree to refer the matter to the court by mutual agreement within thirty (30) days of the disagreement being noted, the most diligent party may apply to the court for termination of the contract.

ARTICLE 13. EXCEPTION OF NON-PERFORMANCE

Pursuant to Article 1219 of the French Civil Code, each party may refuse to perform its obligation, even if it is due, if the other party does not perform its obligation and if this non-performance is sufficiently serious, i.e., likely to jeopardize the continuation of the contract or to fundamentally upset its economic equilibrium.

The suspension of performance will take effect immediately upon receipt by the defaulting party of the notice of default, sent to it for this purpose by the defaulting party, indicating the intention to apply the exception of non-performance for as long as the defaulting party has not remedied the default noted, served by registered letter with acknowledgement of receipt or on any other durable written medium allowing proof of dispatch.

In accordance with the provisions of article 1220 of the French Civil Code, this exception for non-performance may also be used as a preventive measure, if it is clear that one of the parties will not perform its obligations on the due date, and that the consequences of this non-performance are sufficiently serious for the defaulting party.

This option is used at the risk and peril of the party taking the initiative.

The suspension of performance will take effect immediately, on receipt by the party presumed to be in default of notification of the intention to apply the preventive non-performance exception, until such time as the party presumed to be in default performs the obligation in respect of which a future breach is manifest, served by registered letter with acknowledgement of receipt or on any other durable written medium providing proof of dispatch.

If the impediment is definitive or lasts for more than two (2) months, the present contract will simply be terminated in accordance with the terms and conditions set out in Article 19.13 "Termination for failure by a party to meet its obligations".

ARTICLE 14. FORCE MAJEURE

Neither party is liable for damages, delays, non-performance or partial performance(s) of its obligations when these result from an event that may be interpreted by a French court as constituting a case of force majeure.

As such, force majeure means any unforeseeable and irresistible event within the meaning of Article 1218 of the French Civil Code, such as and without this list being exhaustive, fires, explosions, floods, strikes, lockouts, riots, war as well as supply difficulties, government restrictive measures, shortages of materials or transport, lack of electricity and energy, accidents affecting production, abnormal certification delays, force majeure of suppliers and/or subcontractors.

The party noting the event must immediately inform the other party of its impossibility to perform its obligations and justify itself to the latter. The suspension of obligations may in no way be a cause of liability for non-performance of the obligation in question, nor may it lead to the payment of damages or penalties for delay.

The performance of the obligation is suspended for the duration of the force majeure if it is temporary - and does not exceed a period of sixty (60) days. Consequently, as soon as the cause of the suspension of their mutual obligations disappears, the parties will make every effort to resume the normal performance of their contractual obligations as soon as possible. To this end, the party who is prevented from doing so must notify the other party of the resumption of its obligation by registered letter with acknowledgement of receipt or any extrajudicial document.

If the impediment is permanent or exceeds a period of sixty (60) days, the contract will be purely and simply terminated in accordance with the terms and conditions defined in Article 15.2 "Termination due to force majeure".

ARTICLE 15. TERMINATION

15.1. TERMINATION FOR IMPREVISION

Termination for impossibility of performance of an obligation that has become excessively onerous may only occur fifteen (15) days after formal notice has been sent declaring the intention to apply the present clause, by registered letter with acknowledgement of receipt or by any extrajudicial act.

15.2. TERMINATION FOR FORCE MAJEURE

Termination by operation of law for reasons of force majeure may only take place fifteen (15) days after formal notice has been sent by registered letter with acknowledgement of receipt or by any extrajudicial act.

15.3. TERMINATION FOR NON-PERFORMANCE OF A SUFFICIENTLY SERIOUS OBLIGATION

In the event of a sufficiently serious breach of any of the obligations incumbent upon the other Party, the defaulting Party may, by registered letter with acknowledgement of receipt, notify the defaulting Party of the wrongful termination of the

present contract, fifteen (15) days after receipt of a formal notice to perform which has remained unsuccessful, in application of the provisions of article 1224 of the French Civil Code.

15.4. TERMINATION FOR THE FAILURE OF A PARTY TO MEET ITS OBLIGATIONS

In the event of non-compliance by the Client with any of the following obligations:

- Non-payment of Products ordered (ARTICLE 3) ;
- Intellectual Property Infringement (ARTICLE 10) ;

As referred to in the articles of these General Terms and Conditions, the Company may terminate the contract at its discretion by simple registered letter with acknowledgement of receipt.

It is expressly understood that termination due to a party's failure to meet its obligations will take place ipso jure fifteen (15) days after the other party has sent a formal notice by registered letter with acknowledgment of receipt to which no response has been received.

The formal notice will indicate the default or defaults observed.

15.5. EARLY TERMINATION AT THE CLIENT'S INITIATIVE

Apart from the cases provided for in this article, the Client may terminate the Services order in advance by giving written notice to the Company by registered letter with acknowledgement of receipt, subject to a minimum notice period of fifteen (15) working days.

In this case, the Services performed, and the expenses incurred on the date of receipt of the notice of termination will be due in full by the Client.

The Company may also demand, as a lump sum compensation for early termination, a sum equivalent to 30% of the amount excluding tax of the Services still to be performed, unless otherwise agreed by the Parties.

15.6. EARLY TERMINATION AT THE COMPANY'S INITIATIVE

The Company may also terminate the services by reasoned written notification, in the event of unforeseen technical impossibility or major unforeseen events affecting the feasibility of the Services.

In this case, only the portion of the Services actually provided will be billed to the Client.

ARTICLE 16. APPLICABLE LAW – LANGUAGE OF THE CONTRACT

These General Terms and Conditions and the resulting sales of Products and Services are always governed by French law, to the exclusion of the Vienna Convention on the sale of goods.

They are written in French. In the event that they are translated into one or more languages, only the French text will be authentic in the event of a dispute.

ARTICLE 17. DISPUTE RESOLUTION

In order to find a solution together to any dispute to which the General Terms and Conditions may give rise, the parties agree to meet within fifteen (15) days of the sending of a registered letter with acknowledgement of receipt, notified by one of the two parties.

This attempt at an amicable settlement is a mandatory prerequisite for the introduction of legal action between the parties. Any legal action brought in breach of this clause shall be declared inadmissible.

However, if at the end of a period of two (2) months, the parties are unable to agree on a compromise or a solution, the dispute will then be subject to the jurisdiction designated below.

Thus, any dispute relating to the interpretation and execution of the General Terms and Conditions or to any post-contractual disputes, will be under the exclusive jurisdiction of the Commercial Chamber of the Judicial Court (Chambre commerciale du Tribunal Judiciaire) of Strasbourg, even in the event of an appeal, summary proceedings, warranty claims or in the event of multiple defendants.

ARTICLE 18. CUSTOMER ACCEPTANCE

These General Terms and Conditions and the attached rates are expressly accepted and accepted by the Customer, who declares and acknowledges that he or she is fully aware of them, and therefore waives the right to invoke any contradictory document and, in particular, his or her own general terms and conditions of purchase.