

General Terms and Conditions

BROSSERIE THOMAS

1. GENERAL INFORMATION - SCOPE

1.1. These general terms and conditions of sale, including the applicable price list and discount scale (hereinafter the "GTC") apply to any sale of product(s) (hereinafter the "Product(s)") by BROSSERIE THOMAS, a public limited company with a share capital of 300,000 euros, registered with the RCS of Melun under number 302 205 406, with its registered office located at Route de Férolles, 77173 Chevry-Cossigny (hereinafter the "Seller"), to any professional client (hereinafter the "Client").

1.2. The Seller and the Client are also individually referred to as the "Party" and collectively as the "Parties".

2. FORMALIZATION OF THE CONTRACTUAL RELATIONSHIP

2.1. The GTC constitute the sole basis for commercial negotiation between the Seller and the Client. They are communicated to the Client in accordance with the provisions of Article L. 441-6, and if applicable, Article L. 441-7 of the Commercial Code.

2.2. In the absence of negotiation, or in the absence of agreement between the Seller and the Client within the time limits set by law to conclude any negotiation, any order placed by the Client will be subject to the GTC including the Seller's price list and discount scale in force on the day of the order.

2.3. The negotiation of the GTC must be conducted in good faith and allow for the formalization and conclusion of a written agreement in accordance with the provisions of the Commercial Code. This written agreement is concluded for a period of one year, two years or three years, at the latest by March 1st of the year in which it takes effect, or if applicable, within two months following the starting point of the marketing period for products or services subject to a particular marketing cycle. If it is concluded for a period of two or three years, the agreement will establish the terms according to which the agreed price is revised. These terms may include consideration of one or more public indices reflecting the evolution of the price of production factors.

3. PRODUCT PRICES

3.1. Products listed in the catalog: the applicable price is determined by applying the price list in force on the date of shipment of the Products, or, if applicable, the specific conditions negotiated by mutual agreement.

3.2. Specific products and special manufacturing: the price of the Products is subject to a specific quote previously established by the Seller at the Client's request.

3.3. Prices are indicated excluding VAT, ex-works.

3.4. The Products are manufactured from raw materials that may undergo significant cost variations. The price list is therefore subject to change during the year. In this case, the Seller will communicate the new applicable price list 3 months before its implementation. In the event of a contract for the sale of Products for a period exceeding three months, the Seller and the Buyer will meet to discuss the consequences of a significant variation in the raw material purchase costs for the Seller, and negotiate the application of a revised price list.

3.5. In the absence of agreement between the parties on the application of a revised price list, the parties will meet to consider the conditions under which the continuation of the contract is possible, or to consider the terms of termination, total or partial, of their contract (particularly on the application of the non-revised price during a notice period to be defined by mutual agreement according to the total duration of the commercial relationship).

4. ORDERS

4.1. Orders are transmitted to the Seller by EDI or by any other written means (e-mail, fax...).

4.2. Orders become final only after their acceptance by the Seller. The Seller reserves the right to refuse or reduce any order presenting an abnormal character in terms of quantities, in case of the Client's failure to fulfill its obligations or in case of insufficient information to allow the Seller to execute said order. The Seller reserves the possibility of expressing reservations on orders received in terms of Product availability and the delivery time requested by the Client. In the absence of reservation within three (3) working days following its receipt, the order will be considered as accepted.

4.3. Any modification of an order will be taken into account on the condition that it is received by the Seller at least six (6) working days before the initially planned delivery date and subject to written confirmation by the Seller's logistics department. No order modification will be accepted by the Seller regarding specific orders or those related to promotional operations.

5. PAYMENT TERMS

5.1. Invoices are established by the Seller concurrently with the delivery of the Products in accordance with the provisions of Article L 441-3 of the Commercial Code.

5.2. Unless expressly agreed otherwise, invoices issued by the Seller are payable within thirty (30) days following their date of issue.

5.3. Payment can be made:

- by bank transfer;

- by accepted bill of exchange; or
- by promissory note.

5.4. In case of early payment within ten (10) calendar days following the date of issuance of the invoice, the Client will benefit from a discount of 0.5%. In case of discount, the amount of deductible VAT by the client must be proportionally reduced in its books.

5.5. In accordance with the provisions of Article L. 441-3 of the Commercial Code, payment will be considered as made on the date on which the sums are effectively received by the Seller. Consequently, in the case of payment by bill of exchange or promissory note, payment will only be effective at the time of collection and not at the time of their issuance.

6. PENALTIES FOR LATE PAYMENT

6.1. In case of late payment, the Client will be automatically liable for a late payment penalty, calculated on the basis of the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10% on all sums remaining due.

6.2. In addition, the Client will automatically be charged a fixed compensation for recovery costs, the amount of which is set by decree at forty euros (€40). If the recovery costs actually incurred by the Seller should exceed this amount, the Seller reserves the right to request additional compensation with justification.

6.3. Late payment penalties and recovery costs due by the Client will be directly deductible from any amounts potentially owed to the Client by the Seller.

6.4. In case of late payment, the Seller reserves the right to suspend orders not yet executed without prior formal notice.

6.5. In case of repeated delays, the Seller may terminate the contractual relationship of the Parties without notice, at the Client's fault, by registered letter with acknowledgment of receipt, without any other judicial formality.

7. DELIVERY - TRANSPORT - RECEPTION

7.1. The Products will be delivered within ten (10) working days from the acceptance of the order, except in the case of specific Products and special manufacturing for which the Seller will indicate the delivery time to the Client on a case-by-case basis.

7.2. Delivery times will be agreed jointly by the Parties.

7.3. Any order exceeding one thousand euros (€1000) excluding tax will be shipped to the client freight paid. Below this amount, transport will be invoiced to the Client in addition, unless there is a prior agreement between the Parties for a specific freight paid arrangement for deliveries in Metropolitan France.

7.4. When Products are delivered on Euro-type pallets or specific Chep-type crates, these remain the property of the Seller and are subject, unless specifically agreed otherwise, to a

one-for-one exchange at the time of delivery, whether it is a warehouse delivery or direct to the point of sale. Euro-type pallets or specific Chep-type crates not recovered will be invoiced at the current rate at the end of each month.

7.5. The Client will have a period of three (3) days, excluding public holidays, from the delivery of the Products, to observe any damage or shortages and record any reservations regarding the Products on the delivery note which must be countersigned by the carrier or its driver, in accordance with the provisions of Article L 133-3 of the Commercial Code.

7.6. The Client must imperatively, within the aforementioned three (3) day period, notify the Seller by fax and the carrier by registered letter with acknowledgment of receipt or by extra-judicial act of its reasoned protest.

7.7. In case of a dispute by the Client regarding the conformity of the Products, the Client must provide the Seller with all supporting documents enabling it to observe and verify the alleged non-conformity.

7.8. If the Seller accepts the Client's dispute, the Seller will replace the Products or, if replacement is not possible, reimburse the Client for the purchase price of the non-conforming Products.

8. PENALTIES FOR LATE DELIVERY OR NON-CONFORMITY

8.1. The Client may not, without the prior written agreement of the Seller, apply penalties corresponding to the non-respect of a delivery date or to the non-conformity of the Products.

8.2. In any event, the Client may not apply penalties to the Seller if its order has not been, in whole or in part, accepted. More specifically, the Seller shall not be subject to penalties if reservations have been expressed within the three (3) working days following receipt of the order, or, in case of incomplete delivery, if the remainder is delivered at the time of the Client's next order.

8.3. In the event that the Seller and the Client have negotiated the principle and amount of applicable penalties, the total amount of penalties possibly incurred per order shall not exceed 1.5% of the amount excluding tax of the part of the order concerned by the delay or non-conformity.

8.4. If such penalties have been provided for by the Parties and are to be applied, the Client must provide the Seller with all means to observe and verify the reality of the grievance invoked by the Client.

8.5. In any case, the Client undertakes not to deduct from the sums due to the Seller penalties for delay or non-conformity when the debt is not certain, liquid and due, and without the Seller having been able to check beforehand the reality of the corresponding grievance, in accordance with the provisions of Article L 442-6, I, 8° of the Commercial Code.

8.6. Finally, no penalty shall be applied for late delivery in case of a Force Majeure Event as defined in Article 15 below.

9. RETURN OF UNSOLD ITEMS

9.1. No return of unsold items may be made except with the prior and express acceptance of the Seller.

9.2. In the event that the Seller has agreed to take back unsold Products, the Products must be returned to the Seller in perfect condition, in their original packaging, at the Client's expense and risk.

10. PRESENTATION MATERIAL

10.1. The material made available to the Client for the purpose of presenting the Products remains the property of the Seller and the Client undertakes to use said material only to present the Seller's Products.

10.2. The provision of presentation material to the Client entails the transfer of custody of the presentation material to the Client as well as all the consequences in terms of civil liability within the meaning of Article 1242 of the Civil Code.

10.3. The Seller retains the possibility of taking back the presentation material in case of termination of the commercial relationship. Otherwise, the presentation material as well as the samples will be invoiced to the Client.

11. TRANSFER OF OWNERSHIP - TRANSFER OF RISKS

11.1. The Products delivered to the Client will remain the property of the Seller until full payment of the price in principal, accessories and any interest.

11.2. The risks relating to the Products will be transferred to the Client, regardless of the date of transfer of ownership, upon delivery of the Products to the carrier.

11.3. The Client is entitled to resell the Products before the transfer of ownership but this authorization of resale may be withdrawn and the Products claimed by the Seller in case of non-payment of any of the due dates.

11.4. The Seller reserves the right, in case of receivership or liquidation proceedings initiated against the Client, to claim the Products sold and remaining unpaid.

11.5. Any clause in the general terms of purchase or any other document from the Client that excludes the application of this article will be deemed unwritten.

12. WARRANTY

12.1. The Seller undertakes to guarantee the Products against any defect in material or design for one (1) year from the delivery of the Products.

12.2. If the Products have a defect that the Client considers attributable to the Seller, the Client must send to the Seller by registered letter with acknowledgment of receipt a warranty claim within five (5) calendar days from the date on which the Client becomes aware of said defect, in which it must present in detail the nature and consequences of the defect.

12.3. The Client must immediately provide the Seller with all means to control and verify the existence of the defect.

12.4. The Seller will have a period of five (5) working days to attest to the existence of the defect and accept the Client's warranty claim. In the absence of a response at the expiration of this period, the Client's warranty claim will be considered as accepted.

12.5. In any event, the Seller's warranty cannot go beyond the strict replacement of the Products (or the reimbursement of the selling price of the Products in the event that their replacement is impossible), the defect of which will have been attested and accepted by the Seller, and will not give rise to any claim for damages.

12.6. Without prejudice to the provisions of this article, the Seller's warranty will not apply in the following cases:

- if the defect is the consequence of damage occurring after delivery to the Client, which is attributable to the Client, its own clients or third parties, particularly if the Products have not been stored, stocked, handled with the necessary precautions; or
- if the Products have undergone any transformation, particularly regarding their packaging, their assembly or their components; or
- if the Products have not been used in accordance with the rules of the art, the Seller's recommendations or their intended use.

13. LIABILITY

13.1. Excluding compensation for bodily injury, the overall liability of the Seller is limited to the repair of any damage resulting directly and exclusively from the Seller's fault.

13.2. The Seller's liability shall not be engaged in case of intangible, indirect or accessory damages.

14. FORCE MAJEURE

14.1. For the purposes of this article, the expression "Force Majeure Event" means any unforeseeable, irresistible event, independent of the will of the Party concerned and not due to its fault or negligence, which has the effect of making the performance of all or part of its contractual obligations temporarily impossible.

14.2. If one of the Parties is the victim of a Force Majeure Event, the Party victim of the Force Majeure Event cannot be held responsible towards the other for a breach of its contractual obligations.

14.3. The Party invoking the Force Majeure Event must inform the other Party within a reasonable time and the Parties undertake in such case to meet as soon as possible in order to determine the measures to be taken to safeguard, as far as possible, their respective interests and limit the financial consequences of the Force Majeure Event.

14.4. If the Force Majeure Event lasts more than thirty (30) calendar days, ongoing orders may be terminated by the most diligent Party, without either Party being able to claim damages or penalties. The termination will take effect on the date of first presentation of the registered letter with acknowledgment of receipt containing the decision to terminate.

15. INTELLECTUAL PROPERTY

15.1. All documents provided to the Client remain the exclusive property of the Seller.

15.2. Any communication envisaged by the Client and relating to visuals, trademarks, or elements owned by the Seller must be communicated beforehand to the Seller at least five (5) working days preceding the beginning of the envisaged operation. The Seller reserves the right to make any modification it deems necessary with regard to its commercial policy and the image of the Products.

15.3. The Client undertakes not to make any use of these documents that would be likely to harm the Seller and undertakes not to reproduce them or communicate them to a third party without the prior agreement of the Seller.

16. APPLICABLE LAW - JURISDICTION

16.1. These GTC and all orders placed by the Client with the Seller are governed by French law.

16.2. The Parties undertake to seek an amicable settlement of any dispute or claim relating to the validity, interpretation, execution and/or termination of these GTC.

16.3. In the absence of an amicable solution, any dispute relating to the validity, interpretation, execution and/or termination of these GTC or any order placed by the Client will be brought before the Commercial Court of Melun which will have sole jurisdiction, even in case of incidental claims, warranty claims or multiple defendants.
