

**General Terms and Conditions of Sale
(January 2024 Edition)**

Article 1. Scope

The present General Terms and Conditions of Sale (hereinafter the "GTC") define the terms and conditions of the supply of Products and/or Services by **LEBRONZE ALLOYS UK LIMITED** (CRN: 01650805) (hereinafter the "Supplier" or "LBA") to the Purchaser (hereinafter the "Purchaser"). The Supplier and the Purchaser are hereinafter referred to individually as the "Party" or collectively as the "Parties".

The Purchaser hereby declares and acknowledges that it has read and understood these GTC. Any Order placed by the Purchaser shall imply its unreserved acceptance of these GTC, unless the Supplier expressly agrees otherwise in advance. These GTC shall prevail over any other document of the Purchaser, and in particular over its General Terms and Conditions of Purchase.

Article 2. Definitions

For the purposes of these GTC, the terms below, when used with a capitalized first letter, both singular and plural, shall have the following meanings:

- o **"Acceptance"**: the legal operation, generally formalized by the signing of a report, with or without reservation, by which the Purchaser acknowledges that the Supplier has fulfilled its obligations under the Contract in terms of quality and quantity of Products and/or Services (see Article 10 "Acceptance").
- o **"Affiliated Companies"**: any entity, present or future, directly or indirectly controlled by one of the Parties, OR directly or indirectly controlling one of the Parties, OR which is directly or indirectly under the same control as one of the Parties.
- o **Base Rate**: the rate set by the Bank of England from time to time.
- o **"Contract"**: all contractual documents of any kind, whether commercial, technical, administrative or legal, general or special, relating to the supply/purchase of Products and/or Services, binding the Supplier and the Purchaser.
The Contract is made up of the following elements in the following decreasing order of precedence:
 1. the Offer made by the Supplier and accepted by the Purchaser, OR the Purchaser's Order accepted by the Supplier (excluding its General Terms and Conditions of Purchase), OR the Special Terms and Conditions agreed upon by the Parties,
 2. the Supplier's Code of Ethics and Conduct,
 3. the technical specifications,
 4. these GTC.
- o **"Information (confidential)"**: Information and data of any kind, including technical, scientific, economic, financial, commercial, accounting, legal, any private or secret processes, technical data, Know-How, research, discoveries, patent applications, ideas, formulas, manufacturing processes, engineering, testing, study, audit, materials, costs, tolerances, specifications, products, samples, components, tooling, moulds, software, services, equipment, Intellectual Property, Background Knowledge, Foreground Knowledge, developments, inventions, processes, methods, designs, plans, drawings, marketing strategy, business plan, Purchasers and/or suppliers mailing lists, their personal data, procurement, purchasing and sales activities and procedures, promotional, pricing, credit and financial information and techniques, and all related operations, strategies and technologies, regardless of form, medium or means, including, without limitation, oral, written or fixed communications on any medium, exchanged between the Parties and relating directly or indirectly to the Contract (Cf. Article 18 "Confidentiality").
- o **"Know-How"**: information and data of any kind, in particular technical, scientific, economic, financial, commercial, accounting, not patented, resulting from experience and tested, which are secret, i.e., not generally

known or easily accessible, substantial, identified or identifiable.

- o **"Knowledge"**: Background Knowledge, Foreground Knowledge, Know-How, specifications, plans, data, studies, software, databases, patentable or unpatentable inventions and, more generally, all information, in whatever form and on whatever medium, as well as all the intellectual property rights attached thereto (in particular patents, designs and models, copyrights).
- o **"Background Knowledge"**: the Knowledge that was available to either Party prior to the effective date of the Contract, OR subsequently developed or acquired by either Party independent of the Contract.
- o **"Foreground Knowledge"**: any result, of whatever nature and in whatever form, resulting from the Contract, and in particular all Knowledge, experience, inventions, Know-How, methods, tool designs, processes, specific components, plans, drawings, models, prototypes, software (whether or not protected or protectable by an intellectual property right), and all related intellectual property rights, developed or acquired by either Party under the Contract.
- o **Master Agreement**: a document outlining terms and conditions of the long-term and/or multi-transaction business relationships between the Supplier and the Purchaser and signed by them.
- o **"Offer (commercial and technical)"**: the document issued by the Supplier to the Purchaser, the purpose of which is to propose the sale of Products and/or Services, in accordance with the terms and conditions of these GTC. This Offer indicates, among other things, the price, quantity and production/delivery time of the proposed Products and/or Services, and possibly their technical specifications.
- o **"(Purchase) Order"**: the document issued by the Purchaser to the Supplier whose purpose is to request the purchase of Products and/or Services.
- o **"Product(s)"**: the materials, blanks, finished or semi-finished products, manufactured from all metals and alloys, and in particular from copper and special copper alloys, nickel, light alloys (aluminium and titanium), special steels, etc., by processes of casting, forging, pressing, extruding, rolling, drawing, machining, heat treatments, surface treatments, forming, etc., transformed by the Supplier at the request of the Purchaser pursuant to the Contract. Materials or products supplied by the Purchaser for processing shall be excluded.
- o **"Standard Product(s)"**: the semi-finished products listed in the LBA catalogue - which can be consulted on its website - (e.g.: bars, coils, hollows, strips in rolls, etc.).
- o **"Specific Product(s)"**: the finished or semi-finished products,
 - (i.) not included in the LBA catalogue, manufactured from drawings, technical specifications, and/or specifications provided by Purchaser, or,
 - (ii.) provided for in the LBA catalogue, but for which Purchaser requests special modifications or adaptations.
- o **"Scrap(s) (from manufacturing)"**: the metallic raw material(s) from manufacturing processes (e.g., offcuts from casting, rolling, extrusion, forging) or from post manufacturing treatments.
- o **"Service(s)"**: the services generally accompanying the supply of Products by the Supplier to the Purchaser under the Contract (e.g., assistance to the Purchaser, manufacture of moulds or tools, destructive or non-destructive quality controls, issuance of quality certificates, engineering consulting, technical development / Research & Development, transportation, storage, etc.).
- o **"Site"**: the Supplier's establishment from which the Products are shipped, OR the Purchaser's establishment where the Products are delivered.
- o **Payment Deadline**: Being the date of the invoice, as provided by the Supplier from time to time.
- o **VAT**: Value Added Tax (or any equivalent tax) chargeable in England and Wales.

COMMERCIAL AND TECHNICAL PROVISIONS

Article 3. Obligations of the Supplier

In addition to the various undertakings provided for elsewhere in these GTC, the Supplier undertakes to:

- (i.) Supply and deliver the Products and/or perform the Services as defined in the Offer, and/or the Order accepted by the Supplier, and/or the Contract, as the case may be, and in accordance with the terms and conditions described in these GTC;
- (ii.) Cooperate actively and regularly with the Purchaser;
- (iii.) Inform the Purchaser about the Products and/or Services;
- (iv.) Inform the Purchaser as soon as is reasonably practical of any difficulties that may affect the proper delivery of Products and/or performance of Services;
- (v.) Assign sufficient and qualified human resources to the manufacture/delivery of the Products and/or to the performance of the Services.

Article 4. Obligations of the Purchaser

In addition to the various undertakings provided for elsewhere in these GTC, the Purchaser undertakes to:

- (i.) Cooperate actively and regularly with the Supplier;
- (ii.) Assign competent and sufficient human and material resources to monitor the delivery of Products and/or the performance of Services;
- (iii.) Actively participate in any working meetings;
- (iv.) Make available to the Supplier all information, drawings, technical specifications, information on the purpose of the Products, documents, authorizations, approvals, instructions or any other information, as well as all materials, tools or moulds, other than those expressly provided by the Supplier under the Contract, and which are necessary for the manufacture/delivery of the Products and/or the performance of its Services, within reasonable time limits compatible with those incumbent on the Supplier;
- (v.) Clearly formulate its observations and give reasons for its reservations or disagreements;
- (vi.) Inform the Supplier immediately of any difficulties that may affect the proper delivery of Products and/or Services;
- (vii.) To obtain, at no additional cost to the Supplier, all necessary import, export, etc. authorizations from the competent authorities, and to assist the Supplier in obtaining all necessary documents that the latter may require;
- (viii.) To pay the agreed price of the Products and/or Services, in accordance with the conditions set forth in Articles 11 and following "Financial Provisions";
- (ix.) In order to assess the suitability of the Products and/or Services to its needs and to make its choice in full knowledge of the facts, the Purchaser acknowledges having obtained all necessary information. The Purchaser has thus become aware of the potentialities, the purpose and the functionalities of the said Products and/or Services and has decided to place an order in consideration of this information.

ADMINISTRATIVE AND LOGISTICAL PROVISIONS

Article 5. Offers, Orders and Contracts

5.1. Contract formation

A Contract shall only be formed and therefore binding on the Parties in the following cases:

- (i.) The Supplier's Offer accepted and signed by the Purchaser, and/or confirmed by means of an Order setting forth point by point the various elements of said Offer; or,
- (ii.) The Purchaser's Order, accepted in writing by Supplier by means of an acknowledgement of receipt; or
- (iii.) Special Terms and Conditions of Sale, together with these GTC, signed by the Supplier and the Purchaser; or
- (iv.) A Master Agreement, signed by the Supplier and the Purchaser.

No reservation made by the Purchaser with respect to these GTC shall be deemed accepted without the prior written consent of the Supplier.

5.2. Offer submission

Unless otherwise stipulated in the Offer, or unless expressly waived by the Supplier, the validity period of the Offers is limited to twenty-four (24) hours from the time the Offer is sent. After this period, the Supplier shall no longer be bound by its Offer, or shall have the right to refuse the Order or to modify the terms of the Offer and/or Order.

All Offers, Orders and Contracts shall be made in writing. The Supplier and the Purchaser shall not be bound by verbal Offerings, Orders or Contracts.

5.3. Order taking

Upon receipt of an Order from the Purchaser, the Supplier shall use its best efforts to respond (accept, reject, or request modifications) to the Purchaser within five (5) business days for Standard Products, and fifteen (15) business days for Specific Products, from receipt of the Order. If the Purchaser fails to receive such confirmation, the Order shall be deemed to have been rejected.

The Supplier reserves the right to refuse to honour the Order in the event that the Purchaser places an Order without having paid for previous Orders delivered.

5.4. Order modification

Any request for modification of an Order (quantity, technical modification, controls, packaging, etc.) shall be considered by the Supplier only if the request is made in writing and received by the Supplier within four (4) business days after receipt of the initial Order.

In such case, the changes shall be subject to a price revision and the Supplier shall be released from the delivery terms initially agreed upon. A new Acknowledgement of receipt will be sent to this effect.

5.5. Order cancellation

By principle, Orders transmitted and accepted by the Supplier are irrevocable for the Purchaser.

However, in exceptional cases, the Supplier may accept a cancellation of an Order in exchange for the Purchaser paying all costs incurred by the Supplier as a result of such cancellation (raw materials, production, energy, transportation, labour, etc.).

5.6. Minimum order quantity

The Supplier reserves the right to set a minimum quantity per line of orders corresponding to a minimum production launch quantity. These minimum quantities per type of Product are available on request from the Supplier's Sales Department.

Any deviation from this minimum order quantity, at the request of the Purchaser, shall entail acceptance by the Purchaser of a flat rate charge, in accordance with the schedule communicated by the Supplier's Sales Department.

5.7. Special case of sale of Scraps

In case of sale of Scraps by the Supplier, analysed by the Purchaser, unless otherwise specified, the Supplier shall issue an initial invoice based on its own estimates, which the Purchaser undertakes to pay within a maximum period of sixty (60) days.

Purchaser shall then undertake to perform chemical analyses of the material / Scraps within a maximum of thirty (30) days from receipt. Should the Supplier fail to receive such analyses after this period, the Supplier shall consider its own estimates to be correct and its initial invoice final.

Depending on the results of the analysis by the Purchaser within the said period, the Supplier shall issue a credit note (in case of negative deviation) or a debit note (in case of positive deviation), which the Purchaser undertakes to pay within a maximum period of thirty (30) days.

In case of sale of Scraps by the Supplier, without condition of analysis of the Scraps by the Purchaser, unless otherwise specified, payment shall be made in cash on the date of the invoice.

Article 6. Quality Controls of the Products

The Supplier shall perform quality controls on the Products:

- (i.) by default (e.g.: visual inspection, and/or,
- (ii.) if required by the requested Standard (e.g.: ultrasound, eddy current, dye penetrant, magnetic particle, tensile, hardness, impact, fatigue, micrographic, macrographic tests, etc.).

If the Purchaser wishes to have controls other than those provided for by default or by the requested Standard, it must specifically request this from the Supplier, who will make a price offer for this associated Service.

In addition, the Supplier shall provide the Purchaser with an Inspection Certificate 3.1 according to the Standard EN 10204:2004, by which the Supplier manufacturer declares that the Products delivered to the Purchaser comply with the requirements specified in the Order, and which indicates the results of the relevant tests. The Supplier may also provide, if applicable, a Declaration of compliance with the Order 2.1 in which the Supplier manufacturer declares only that the Products delivered to the Purchaser

comply with the requirements specified in the Order.

In any case, the Supplier reserves the right to charge the Purchaser for any request for an inspection, compliance or test documents.

Article 7. Packaging and marking

Packaging and marking, if any, shall be done in accordance with the standards adopted by the Supplier, adapted according to the chosen mode of transport (road, sea or air), and in compliance with the regulations in force within the European Union.

If the Purchaser has specific requirements in these respects (e.g., wooden packaging in accordance with ISPM15, recycled packaging, engravings, etc.), it shall inform the Supplier without delay, and at the latest at the time of the Order. In this case, the Purchaser shall remain responsible for its requirements or lack of information on the necessary precautions to be taken for certain Products intended for certain countries.

Article 8. Transport

If the Purchaser imposes its own carrier or special transport conditions, the Supplier shall be entitled to invoice the Purchaser for the additional transport costs that it may incur as a result. In addition, the Products shall travel at the Purchaser's risk in such cases.

In the event of damaged or missing Products, it is the Purchaser's responsibility to make any necessary claims on the "CMR" car transport bill of lading (in the case of road transport) or on any other transport document (in the case of sea or air transport), and to confirm its reservations by registered letter with acknowledgement of receipt within three (3) days following receipt of the Products. This notification must be sent to the Supplier when it is in charge of the transport, or directly to the Carrier when the Purchaser is in charge of the transport. In these cases, the Purchaser shall provide the Supplier and/or the Carrier with as much information as possible justifying the damage or the missing Product (detailed reasons, photos, etc.).

Article 9. Delivery

9.1. Quantity delivered

In the event of multiple supplies over the long term, the Purchaser shall, as far as possible, communicate to the Supplier an annual forecast of the quantities and delivery dates of the Products, including a period of firm orders corresponding to the standard manufacturing lead time, and at least three (3) months before the Products leave the factory.

Unless otherwise agreed, the Products sold by weight, meter or piece are invoiced on the basis of the quantities actually delivered, which may vary by +/- 10% from the quantities ordered.

9.2. Production and Delivery Times

The Supplier may indicate in its Offers and/or Order Acknowledgements a production lead time (transport not included), and/or a delivery time (transport included).

The Supplier shall make every effort to comply with these times, which are, however, provided for information purposes only.

In any event, the Supplier shall be released by operation of law from any commitment relating to production and/or delivery times in the following cases:

- (i.) The payment terms have not been observed;
- (ii.) The information/documents to be provided by the Purchaser have not arrived in due time (e.g.: required authorisations, delivery order in the context of a forecast, etc.);
- (iii.) In case of force majeure (see Article 29. "Force majeure").

9.3. Late delivery

A delay in delivery shall in no event justify the cancellation of the Order.

In the event of late delivery of the Products, the Purchaser shall be entitled to claim late delivery penalties, after formal notice from the Supplier, as of the 30th day of delay, of 0.5% of the purchase price of the delayed Products only, for each week of delay. The late payment penalties shall not exceed 5% of the purchase price of the delayed Products only.

Late payment penalties shall only be applied if the delay is entirely attributable to the Supplier or its subcontractors.

These penalties shall be in the nature of liquidated damages, exclusive of any other form of compensation.

9.4. Delivery conditions

Unless otherwise specified in the Contract, the Products shall be delivered in accordance with the EXW Incoterm (CCI, 2020 Edition) of the Supplier's manufacturing site.

The Purchaser agrees to take delivery within five (5) days of the notice of availability. If the Purchaser fails to take delivery of the Products, the Purchaser shall nevertheless be obligated to make the payments under the Contract on that date and shall bear the risk from that date. In addition, the Purchaser shall owe the Supplier the costs resulting from the late collection/delivery, in particular the storage and handling costs incurred by the Supplier, estimated at 3% / month of the price of the Products concerned.

Unless otherwise agreed by the Parties concerning the duration and costs of storage, the storage of the Products shall not exceed four (4) weeks from the date the Products are made available.

Beyond this period, the Supplier reserves the right to:

- (i.) retain and dispose of the Products by operation of law and/or resell them, and the Purchaser shall not be entitled to claim any compensation or refund of payments already made; and,
- (ii.) require the Purchaser to pay the Costs of transformation of the Products (excluding the material / Alloy Value) in addition to the above-mentioned storage and handling costs.

Article 10. Acceptance

The Purchaser is required to check the Products upon delivery and to send the Supplier the acceptance report or any equivalent document/information, with or without reservations, within a maximum period of thirty (30) days. After this period, the Purchaser shall be definitively deprived of any right to a warranty for apparent non-conformities, and no claim or request shall be admissible in this respect (see Article 23 "Warranty").

In the event of an acceptance report without reservation, the Products shall be deemed to be in conformity with the Order and may no longer be the subject of a claim.

In the event of an acceptance report with reservations, unless otherwise agreed by the Parties, the Supplier undertakes to propose a plan to remedy the non-conformities observed within a maximum period of thirty (30) days, and then to remove the reservations within a maximum period of ninety (90) days.

FINANCIAL PROVISIONS

Article 11. Price determination

11.1. Price setting

Unless otherwise specified, the prices provided for in the Supplier's Offers are established in Pound Sterling ("GBP"), exclusive of taxes, EX-WORKS, for the Products made available in the Supplier's manufacturing Site, with standard packaging depending on the type of Products.

The Supplier may offer either an overall price, or a price broken down into:

- (i.) the Transformation Cost,
- (ii.) the Alloy Value (unless otherwise specified, the Alloy Value is, *inter alia*, determined on the basis of the LME (London Metal Exchange) prices of the day of the Order)
- (iii.) packaging,
- (iv.) transportation, and,
- (v.) miscellaneous / other premiums.

Unless otherwise specified, the Supplier's Offer shall be valid for a period of twenty-four (24) hours from the hour of its transmission to the Purchaser, subject to the stability of metal prices.

In the event that the Supplier arranges transport, this shall be subject to a specific quotation.

11.2. Price revision

The prices indicated in the Offers correspond to the quantities and rates requested, and are therefore subject to revision in the event of a change in such quantities and rates.

Similarly, the prices indicated in the Offers correspond to the economic, fiscal and social conditions known on the date of the Offer, and are therefore subject to revision in the event of a change in these conditions. Any increase in duties and taxes subsequent to acceptance of the Order shall be borne by the Purchaser, even in the case of a "duty paid" sale.

The prices may also be revised according to the variation in their constituent elements (metals, energy costs, intermediate products, industrial supplies and services, subcontracting, labour, transportation, packaging, currency, etc.). In this case, the Supplier shall submit to the Purchaser any supporting documents for these cost variations, which shall accept or reject them within five (5) business days. In the event of acceptance of these additional costs, the Parties shall formalize their agreement by means of an amendment to the Contract. Failure to respond within said period shall constitute acceptance. In the event of refusal of these additional costs, the Supplier reserves the right to continue the Contract with the initial prices or to terminate the Contract without delay or penalty.

Article 12. Payment terms

12.1. Payment conditions

Unless otherwise specified, the payment for the Products and/or Services shall be made only by bank transfer, without discount, or in cash on the date of the invoice.

12.2. Late payment

In the event of late payment of the sums due by the Purchaser beyond the Payment Deadline, interest will be payable on the amount and calculated on a daily basis at a rate 8% above the Base Rate, without any formality or prior formal notice.

A fixed indemnity for collection costs will also be payable pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 up to the sum of £100 GBP. The Supplier reserves the right to ask the Purchaser for additional compensation if the collection costs actually incurred exceed this amount, upon presentation of supporting documents.

In addition, the Supplier reserves the right to:

- (i.) suspend or cancel any Order, and/or production, and/or delivery in progress,
 - (ii.) demand immediate payment of all sums due on any account whatsoever,
 - (iii.) withhold any advance payments received,
 - (iv.) withhold parts and tools held by the Supplier,
- and this, until the complete payment of the outstanding invoices.

The Supplier reserves the right to request payment for Products and/or Services prior to shipment for future Orders.

12.3. No off-setting

Under no circumstances may payments be suspended or offset in any way without the Supplier's prior written consent. The Purchaser shall refrain from any unlawful practice of "automatic debiting or crediting", and from invoicing the Supplier for any amount that it has not expressly recognised as its responsibility. Any automatic debit shall constitute an unpaid amount and shall give rise to the application of the provisions on late payment.

12.4. Factoring

The Supplier reserves the right to assign its invoices to a Factoring Company, without this resulting in any change in the performance of the Contract. Payment of said invoices shall be made to the Supplier or directly to the Factoring Company. In the latter case, the Purchaser shall be informed by the Factoring Company.

12.5. Supplier's credit insurance

The Supplier reserves the right to take out credit insurance in order to be able to offer its purchasers payment terms. In this case, the Supplier also reserves the right to set and modify, at any time, an overdraft limit for each purchaser, and to require certain payment deadlines or certain guarantees, depending on the Purchaser's credit coverage by the Supplier's credit insurance. This right may be exercised in particular in the event of a deterioration in the Purchaser's financial health, the sale, assignment, pledging or corporate contribution to a company of the Purchaser's business or a significant part of its assets, or any other event having an unfavourable effect on its credit.

Article 13. Invoicing terms

The Supplier shall issue dematerialised invoices with all the mandatory mentions required by the Law, and shall send them by e-mail to the e-mail address indicated on the Purchaser's Purchase Order.

Any invoice dispute shall be detailed, based on documented and communicated evidence, and shall be formulated in writing (under the conditions of Article 37 "Communication"), within a maximum period of eight (8) weeks from its

receipt. After this period, the invoice shall be deemed to have been accepted as it stands, and no further dispute shall be admissible. In the event of a dispute concerning only part of the invoice(s) concerned, the undisputed part shall be paid by the Purchaser within the period agreed by the Parties.

TANGIBLE PROPERTY

Article 14. Models, moulds and tools

14.1. Participation in the moulds or tools costs

When the moulds or tools are supplied by the Supplier, in the case of forged or cast parts, the Purchaser's participation in the financing of the costs of study, creation, manufacture and development of the manufacture of the moulds or tools shall be the subject of a separate preliminary invoice.

It is understood that the Purchaser's financial contribution to the cost of the tools only gives the Purchaser a right to use said tools in the Supplier's factories for the purposes of performance of the Contract, and that the Supplier retains full ownership of said tools. The Supplier shall indicate to the Purchaser the maximum quantities of Products that can be manufactured with its contribution to the tooling costs.

If the moulds or tools are provided by the Purchaser, the Supplier does not guarantee the duration of use of such moulds or tools. Furthermore, if the Supplier deems it necessary to make modifications for the proper execution of the parts, the costs shall be borne by the Purchaser. The Purchaser shall replace the moulds or tools at the Supplier's request. The use of the moulds or tools shall be reserved exclusively for the Purchaser or a third party designated by the Purchaser to the Supplier.

Payment for the moulds or tools shall be made 50% in cash at the time of the Order and 50% upon acceptance of the initial samples and no later than thirty (30) days after their delivery.

14.2. Retention of moulds or tools

The moulds or tools shall be kept by the Supplier at its expense for a period of two (2) years from the last Order. After this period, the Supplier reserves the right to scrap them. The Supplier shall inform the Purchaser of its intention, and in the event that the Purchaser wishes the mould or tooling to be kept, the Purchaser undertakes to assume the storage, custody and management costs for a fixed annual amount of 500 GBP plus VAT.

Article 15. Transfer of risk

The transfer of risk shall take place in accordance with the chosen INCOTERMS.

Otherwise, it shall take place at the time of delivery of the Products to the Purchaser, as indicated in the Order Acknowledgement of receipt.

Article 16. Transfer of ownership and retention of title

The delivered Products shall remain the property of the Supplier until full and effective payment of the price and, where applicable, penalties and interest for late payment has been received. Any clause to the contrary, in particular inserted in the Purchaser's General Terms and Conditions of Purchase, shall be deemed unwritten.

As long as ownership of the Products has not been transferred to the Purchaser, the Purchaser shall not grant any security interest in the Products to a third party, nor process or resell them without the Supplier's prior written consent. The Supplier reserves the right to reclaim any Product in the event of non-payment of a due date. The Purchaser undertakes to return them, at its own expense, on first request.

If the Purchaser becomes subject to a suspension of business, insolvency, material adverse change in financial condition, appointment of a receiver for managing its property or business, or any assignment, reorganisation or arrangement for the benefit of its creditors, or an amicable dissolution, it undertakes to notify the Supplier immediately. In this case, an inventory of the Products belonging to the Supplier and held by the Purchaser shall be drawn up without delay so that the retention of title clause can be implemented immediately. The Supplier shall be entitled to claim from sub-purchasers the price or part of the Products sold by him with the reservation of title, which would not have been paid nor settled in value by the Purchaser. The latter undertakes to provide the Supplier, upon first request, with the information relating to the sub-purchasers enabling it to exercise this right.

Article 17. Intellectual Property

17.1. Intellectual property rights management on Background Knowledge

17.1.1. Purchaser's Background Knowledge

The Purchaser shall remain the owner of its Background Knowledge transmitted, where applicable, to the Supplier under the Contract. The Purchaser authorises the Supplier and any of its subcontractors and suppliers, for the purposes of the performance of the Contract, to make use of said Background Knowledge (e.g.: drawings, specifications, usage properties, downstream process data, test results, etc.), in particular in the event of the manufacture of the Specific Product(s).

17.1.2. Supplier's Background Knowledge

The Supplier shall remain the owner of its Background Knowledge used to perform the Contract, in particular in the event of the manufacture of Standard Product(s). The delivery of the Products shall not entail any transfer of intellectual property rights to the Purchaser in respect of the said Background Knowledge used to perform the Contract.

In the event that the Supplier holds one or more pre-existing patents necessary for the use of the Product(s) delivered under the Contract, the Supplier undertakes to grant a non-exclusive and non-transferable license to the Purchaser in respect of the said pre-existing patent(s). In this case, the license is granted for the purpose of processing, incorporating into an assembly or distributing (or any other right of use to be defined) the Product(s) in the country of delivery specified in the Order (or any other geographical area to be defined), to the exclusion of any other use. The Contract or a separate document shall specify the financial counterpart for such grant, which may be in the form of a lump sum or royalty.

17.2. Intellectual property rights management on Foreground Knowledge

17.2.1. Ownership of the Supplier's Foreground Knowledge

The Supplier shall remain the sole owner of all intellectual property rights or rights of use granted by third parties on the Foreground Knowledge as they are created. In this respect, the Supplier shall be free to exploit the Foreground Knowledge as it sees fit, in particular for commercial purposes or for its own research and development needs.

The Supplier alone shall decide on the appropriateness and choice of the terms and conditions of legal protection of the elements created in the performance of the Contract. In particular, in the event that the performance of the Contract leads to the development by the Supplier of elements that may be protected by an industrial property title, the application(s) for a title shall be made exclusively in the name and at the expense of the Supplier, unless a specific agreement is reached between the Parties.

The Purchaser undertakes not to claim any property right on the Foreground Knowledge and not to restrict the exploitation of the Foreground Knowledge by the Supplier, in particular, by an intellectual property right.

17.2.2. Right to use the Purchaser's Foreground Knowledge

The Supplier grants the Purchaser a right to use the Foreground Knowledge delivered to the Purchaser, if any, to carry out its usual activities of processing the Products, integrating the Products into an assembly or distributing the Products, which are the subject of the Contract, to the exclusion of any other use.

This right of use is granted for the legal term of protection of the concerned intellectual property rights, or in the case of Knowledge, as long as the Knowledge has not fallen into the public domain.

This right of use is personal, non-exclusive, non-transferable, worldwide, and does not include the right for the Purchaser to grant sub-licenses, except with the specific prior written consent of the Supplier.

Unless otherwise stipulated in the Contract, the financial counterpart for this concession is fixed, and is included in the amount of the Contract.

17.3. Reserved application of LEBRONZE ALLOYS UK LIMITED on the Background and Foreground Knowledges

Whether it concerns Background Knowledge or Foreground Knowledge, the Supplier shall remain the owner of the Intellectual Property rights and Knowledge on the following reserved applications:

- (i.) The manufacturing processes of the Products (casting, forging, stamping, extrusion, rolling, drawing, machining, forming, heat treatments, surface treatments),
- (ii.) The composition of the alloys of the Products,
- (iii.) The models, moulds and tools (not supplied by the Purchaser) required for the manufacture of the Products,
- (iv.) Any adaptations that the Supplier has made to the moulds or tools supplied by the Purchaser to ensure proper execution of the Products,
- (v.) The range rules (which define the rules to be followed at each stage of processing of the Products to obtain the desired characteristics),
- (vi.) Samples and blanks of the Products,
- (vii.) The certificates of control of the Products,
- (viii.) Studies and research and development work on the Products (research reports, and expert reports).

17.4. Intellectual Property infringement

17.4.1. In case of infringement by the Supplier

The Supplier shall indemnify and defend the Purchaser against any claim by a third party alleging infringement, in the country of delivery indicated on the Order, of an intellectual property right under the Contract.

The Supplier shall, at its sole expense, defend the Purchaser and/or conduct any actions and proceedings of its choice at its own expense to stop the infringement, subject to the following conditions:

- (i.) The Purchaser shall have promptly given written notice of such action or claim or the statement preceding such action or claim, and
- (ii.) The Parties shall cooperate faithfully, in particular by providing all elements and information in their possession and possible assistance to successfully defend the interests of the Supplier and those of the Purchaser.

In the event that an infringement is proven by an enforceable court decision or in the event of a settlement with the complaining third party, the Supplier may, at its option and expense:

- (i.) obtain the right to continue to use the relevant Foreground Knowledge and/or,
- (ii.) modify or replace them in such a way as to stop the infringement.

However, the Supplier shall not be liable for:

- (i.) a claim, demand or action by a third party based on modified or revised Foreground Knowledge;
- (ii.) the combination of the Foreground Knowledges with other products or services if this forms the basis of an alleged infringement;
- (iii.) failure by the Purchaser to implement an upgrade provided by the Supplier that would have prevented the claim, demand or action;
- (iv.) unauthorised use of the Foreground Knowledge.

17.4.2. In case of infringement by the Purchaser

The Purchaser undertakes to indemnify the Supplier against any claim or action brought by a third party relating to intellectual property rights or know-how that may be claimed on the Purchaser's Background Knowledge (plans, technical specifications and specifications, and their conditions of implementation), and to compensate the Supplier for any costs and indemnities that it may have to bear as a result. The Purchaser guarantees to be able to dispose of it freely, without contravening any contractual or legal obligation.

Article 18. Confidentiality

These provisions are subject to a separate Non-Disclosure Agreement.

18.1. Principle of confidentiality

The Parties agree that the Confidential Information communicated by the other Party and the terms of the Contract shall be considered as confidential, and undertake not to communicate or disclose it, in whole or in part, in any form whatsoever, to third parties, without the prior written consent of the other Party. Affiliates shall

not be considered third parties for purposes of this Article.

18.2. Obligations attached to the principle of confidentiality

Each Party agrees to:

- (i.) not publish or disclose, in any manner whatsoever, Confidential Information belonging to the other Party without its prior written consent;
- (ii.) take the necessary measures to preserve the confidentiality of such Information with the same diligence as it takes with its own confidential information;
- (iii.) use the Information solely for the purposes agreed between the Parties, namely to carry out the purpose of the Contract, and not to make any copy, extract, reproduction or any form of duplication of such Confidential Information for any purpose other than the performance of the Contract;
- (iv.) take all necessary steps to ensure that the Information is disclosed only to members of the personnel of each of the Parties, its subcontractors, consultants or advisors (legal, accounting, tax, etc.), agents, or to suppliers of the Supplier, whose intervention is essential to the performance of the purpose of the Contract, and to ensure that such members comply with the confidentiality obligations stipulated in this Article (including by signing non-disclosure agreements).

18.3. Exclusions

However, the provisions of this Article shall not apply to Information that the Receiving Party can demonstrate:

- (i.) at the time of its disclosure, it had already been published or, more generally, was in the public domain;
- (ii.) that they were published or became available to the public, after their disclosure, without any breach of the Contract;
- (iii.) it was lawfully acquired from a third party who is not directly or indirectly bound to the Party owning the Information by an obligation of confidentiality;
- (iv.) it was independently developed by the Receiving Party without breach of the Contract; or
- (v.) its use or disclosure has been authorised in writing by the Party that owns the Information.

The occurrence of any of the exceptions listed above shall in no way be construed as conferring upon the Receiving Party any right to the Confidential Information provided by the other Party.

18.4. In the event that either Party or person who has had access to Information is under a legal or judicial obligation to disclose such information, it shall promptly notify the other Party so that such Party may seek appropriate protection or other appropriate remedies.

18.5. Each Party acknowledges that any disclosure of the Information is contrary to the interests of the other Party, and thereby incurs an obligation of secrecy, the non-observance of which would result in the defaulting Party's obligation to cover the consequences under the terms and conditions of these GTC.

18.6. All Information, Knowledge and reproductions thereof, transmitted by either Party to the other Party, shall be destroyed and certified as destroyed in writing, OR returned immediately to the Party that requested it as soon as such Information is no longer required for the purpose of the Contract.

18.7. This obligation of confidentiality shall survive termination and expiration of the Contract, and shall continue until the Information has entered the public domain.

Article 19. Protection of personal data

Within the framework of the Contract, each Party may be required to collect personal data relating to the other Party. In this respect, each Party shall take appropriate measures to ensure the protection and confidentiality of the said information that it holds or processes in compliance with the provisions of the Data Protection Act 2018 and the General Data Protection Regulation and the European Regulation n° 2016/679 of 27 April, 2016 on the protection of personal data, as well as all subsequent amendments thereto (together, hereinafter referred to as the "GDPR").

More specifically, the Supplier hereby informs the Purchaser that the data collected by the LBA Group concerning the Purchaser's employees / collaborators, under the Contract, shall be subject to processing intended to ensure, in particular, the monitoring of the LBA Group's contractual relations with its co-contractors, and

the LBA Group's compliance with its legal and regulatory obligations with respect to the laws in England and Wales.

The recipients of the data are the LBA Group's personnel, in particular the sales department. The data is kept for a period equal to that of the contractual and commercial relationship between the Parties, plus five (5) years, unless otherwise provided for by law.

In accordance with the GDPR, the Purchaser's employees / collaborators have the right to access, rectify, erase, restrict of processing, object to processing, withdraw consent at any time, to data portability, data concerning them.

These rights can be exercised by mail by writing to the following address:

LEBRONZE ALLOYS UK LIMITED
Unit 58 Empire Industrial Park
Aldridge
Walsall WS9 8UY

Or by e-mail to the following address: rgpd@lebronze-alloys.com.

COMPLIANCE

Article 20. Loyalty and good faith

In the negotiation, drafting and execution of the Contract, the Parties undertake always to act in good faith, loyalty and in a spirit of cooperation.

The Contract, as well as all agreements between the Parties, shall be interpreted in good faith.

Article 21. Legal and Regulatory Compliance

Each Party declares that it is aware of and undertakes to comply with all applicable laws and regulations, and in particular those described below in this Article.

Any breach of this Article shall be considered a serious breach, for which the Party at fault shall be held solely responsible and the occurrence of which shall entitle the other Party to terminate all or part of the Contract without notice, automatically and without further formality, without prejudice to any legal proceedings that the aggrieved Party may bring in this respect.

21.1. Labor Law

Each Party undertakes to comply with all applicable laws and regulations relating to employment and social protection, and to health, safety at work and the environment, in all countries where it operates.

21.2. Fair trade Law

Each Party agrees to comply strictly with the laws and regulations of England and Wales that promote free and fair competition..

Each Party shall ensure that it does not engage in discussions or activities (e.g., in trade associations or with competitors) that could lead to the allegation or appearance of improper and anti-competitive behaviour.

21.3. Anti-Corruption

Each Party undertakes to comply with the laws and regulations of England and Wales aimed at combating bribery and corruption..

The Parties shall not be involved or participate in any way in any act of corruption, either for their own benefit or for that which could compromise objective and fair business decisions. The Parties shall take measures to ensure that improper payments are not offered or made, or solicited or received, in the course of their activities.

The Parties shall establish a policy to protect employees who express concern or refuse to engage in bribery.

21.4. Product safety regulations

Each Party undertakes to comply with all regulations relating to the safety and traceability of Products, in England and Wales, including in particular:

- (i.) The Regulation (EU) N° 1907/2006 of 18th December, 2006, concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals, known as "REACH",
- (ii.) The Regulation (EU) N° 1272/2008 of 8th June, 2011, on the classification, labelling and packaging of substances and mixtures, known as "CLP",
- (iii.) Directive (EU) N° 2011/65/EU of 8th June, 2011, on the restriction of the use of certain hazardous substances in electrical and electronic equipment, known as "RoHS",

- (iv.) Directive (EU) n°94/62/EC of 20th December, 1994, on packaging and packaging waste, known as "**Packaging**".
- (v.) any national rules that may result from the implementation of these regulations,
- (vi.) and any subsequent amendments thereto.

21.5. Export Control and similar regulations

Each Party undertakes to comply with all applicable laws and regulations regarding import or export control, dual-use goods, international economic sanctions or embargoes (e.g., US International Traffic in Arms Regulation, known as "ITAR", US Export Administration Regulations, known as "EAR", EU Regulation No. 2021/821 on dual-use goods, etc.), and to obtain in a timely manner all required authorisations from the competent authorities.

In particular, the Purchaser undertakes to provide the Supplier with all required information (in particular on the purpose of the Products), as soon as possible and at the latest at the time of the Order, in order to enable the Supplier to assess whether the Products ordered fall within the scope of the said Regulations. If so, the Supplier shall determine the classification of the Products concerned and shall proceed with all the required formalities and apply for a licence if necessary.

In the event of erroneous information provided by the Purchaser, the latter undertakes to indemnify the Supplier against any claim or action brought by a third party as a result, and to compensate the Supplier for any costs and indemnities it may have to bear as a result.

Article 22. Ethic and Compliance

Each Party agrees to comply with the LEBRONZE ALLOYS UK LIMITED Group Code of Ethics and Conduct, available on the LEBRONZE ALLOYS website:

<https://www.lebronze-alloys.com/pdf/code-of-conduct-en.pdf>

In addition, LEBRONZE ALLOYS UK LIMITED has been a signatory of the United Nations Global Compact since 2011, concerning human rights, fundamental labor rights, environmental protection and the fight against corruption, and meets the 10 Sustainable Development Goals.

LEBRONZE ALLOYS UK LIMITED requires the involvement of all supply chain stakeholders, upstream (suppliers of the Supplier, and its subcontractors) as well as downstream (the Purchaser, and the Purchaser's purchasers), in order to respect the commitments provided for by the said Code of Ethics and the United Nations Global Compact, by communicating and requesting all its partners to integrate these principles in their policies and business practices.

LIABILITIES OF THE PARTIES

Article 23. Warranty

23.1. Scope of the warranty

23.1.1. Material scope of the warranty

The Supplier warrants the conformity of the Products:

- In the case of Standard Products: to the technical specifications, the Supplier's Product sheet, applicable Standards, according to the applications of the final product declared by the Purchaser, or,
- In the case of Specific Products: to the drawings, technical specifications, applicable Standards, Purchaser's specifications, according to the applications of the final product declared by the Purchaser,

against defects in design or material (excluding any other requirements of the Purchaser that have not been brought to the Supplier's attention, such as requirements regarding appearance, dimensions, execution, installation, assembly, etc.).

23.1.2. Time scope of the warranty

The warranty extends for a period of:

- (i.) thirty (30) days from the date of delivery for apparent non-conformities (extrinsic defects, appearance, quantity, etc.), and,
- (ii.) six (6) months from the date of delivery for non-apparent non-conformities (intrinsic, mechanical, etc.).

Replacement parts or repaired or replaced parts are warranted for the same period from the date of delivery.

23.1.3. Content of the warranty

In the event of a proven defect in the Products (recognised by the Supplier), the Supplier

undertakes to repair or replace the Products concerned, at its discretion and within a reasonable period of time, at the lowest transport rate, without further compensation. The defective Products thus replaced shall remain the property of the Supplier. All other operations preceding or following the implementation of the warranty shall be at the Purchaser's expense.

If the Supplier, at their discretion undertakes to repair or replace the Products, once they have replaced, repaired, or refunded the defective Product, the Supplier shall have no further liability to the Purchaser and the Purchaser acknowledges and agrees that it should not be entitled to claim damages from the Supplier.

23.2. Warranty exclusions

Are excluded from the warranty:

- (i.) The non-conformities resulting from design or specifications imposed by the Purchaser or from information, products, moulds, tools or materials supplied by the Purchaser;
- (ii.) The deterioration or accidents resulting from negligence, faulty installation, supervision or maintenance, or abnormal use or use of the Products not in accordance with the Supplier's instructions;
- (iii.) The non-conformities of the Products resulting from the Purchaser's decision to carry out modifications, repairs or adaptations of the Products itself or to have them carried out by third parties;
- (iv.) The non-conformities due to inadequate transport and storage conditions;
- (v.) The normal wear and tear of the Products;
- (vi.) The minor defects that do not affect the normal conditions of use of the Products or the performance provided for in the Contract;
- (vii.) The incidents arising from acts of God or force majeure;
- (viii.) The non-conformities declared to the Supplier beyond the warranty period indicated above; after this period, the Purchaser shall be definitively deprived of any warranty rights in this respect and no claim or request shall be admissible.

23.3. Exercising conditions of the warranty

If, during the warranty period, a non-conformity is found, the Purchaser shall:

- (i.) notify the Supplier (its Sales or Quality Manager) in writing without delay (under the conditions of Article 37 "Communication") of the existence of such non-conformity, providing all information and evidence likely to characterize the nature of the non-conformity;
- (ii.) demonstrate, at its own expense, that the non-conformity is directly and exclusively attributable to the Supplier (e.g.: traceability, sample of the material delivered, photos, etc.);
- (iii.) give the Supplier every facility to proceed or to have a third party appointed for this purpose proceed with the observation of these non-conformities (e.g.: to arrange for a second opinion by an external laboratory), and to remedy them. In the event of recourse to a third-party expert, its analysis costs shall be borne by the Supplier if the non-conformity of the Products is confirmed; otherwise, these costs shall be borne by the Purchaser;
- (iv.) refrain, except with the express prior agreement of the Supplier, from carrying out itself or having a third party appointed for this purpose carry out the repair, to modify or have modified by a third party any part of the non-conforming Products.

Any return of Products must be accepted in advance by the Supplier. All risks related to the return of the Product shall be borne by the Purchaser until its final arrival at the Supplier's site.

Article 24. Liability

The Supplier shall only be liable for direct, material and foreseeable damage caused to the Purchaser as a result of faults attributable to the Supplier.

Compensation for indirect and/or immaterial damage, whether consequential or not (such as loss of profit or turnover, loss of profit or income, loss of production, loss of customers, loss of data, loss resulting from damage to image or reputation, etc.) is therefore excluded.

The Supplier's liability shall be limited, for all causes combined, to a sum not exceeding the amount of the concerned Order, exclusive of tax. This limitation shall not apply in the event of gross negligence on the part of the Supplier and/or personal injury.

Consequently, each Party and its insurers waive any recourse against the other Party for these

types and amounts of damages in connection with the performance of the Contract.

All penalties provided for in the Contract shall be in the nature of liquidated damages, in full discharge of any claim, and exclusive of any other compensation.

In the event of a damaging event, the Parties undertake to limit the consequences of said event as much as possible.

Article 25. Insurance

Each Party undertakes to subscribe, at its own expense, and maintain in force, the mandatory and necessary insurance policies to cover any damage caused by the Products and/or Services, or to the Products or persons, which may occur in the performance of the Contract.

Under no circumstances shall either Party be released from its responsibilities due to insufficient or no insurance.

For its part, the Supplier declares that it has subscribed all the mandatory and necessary commercial insurance covering the risks incurred during the period of validity of the Contract. All such policies shall be taken out with a solvent and approved insurance company and shall cover damage under Product Liability, before and after delivery and acceptance. The Supplier shall provide, at any time and upon request of the Purchaser, a Certificate of Insurance to this effect.

MODIFICATION AND TERMINATION OF THE CONTRACT

Article 26. Assignment and subcontracting

Each Party may not assign or transfer for any reason whatsoever, including but not limited to, by way of mergers and acquisitions, or partial contribution of assets, all or part of its obligations under the Contract to a third party (it being understood that Affiliates Companies are not considered as third parties), except with the prior written consent of the other Party.

The Supplier reserves the right to entrust third parties with the performance of part of the Products and Services. Under no circumstances shall the Purchaser be authorized to give any instructions whatsoever to the Supplier's subcontractors and/or suppliers.

Article 27. Modifications

27.1. Modification of the Contract

During the performance of the Contract, the Parties may by mutual agreement modify the conditions thereof, by written agreement duly signed by the Parties.

27.2. Modification of Product manufacturing processes - Continuous Improvement

The Parties undertake to work towards continuous improvement of the Products, their quality, the quality process, their life span and their reliability.

During the course of the Contract, each Party may submit to the other Party any proposal for technical modification of the Products for approval. The request for modification shall be detailed and sent sufficiently in advance to the other Party so that the latter may analyse the request, accept or reject it, and update its technical documentation, if necessary. In the event that either Party refuses the request for modification, deliveries shall continue in accordance with the initial specifications or the Supplier may terminate the Contract in the event of technical impossibility of manufacture.

As an exception to the foregoing, the Supplier shall simply inform the Purchaser in the event of a change of process, machine, or manufacturing Site, provided that the quality of the Products remains identical and complies with the Purchaser's specifications.

Article 28. Hardship

In the event of a change in circumstances unforeseeable at the time of conclusion of the Contract, the Party that has not agreed to assume the risk of excessively onerous performance may request an amicable renegotiation of the Contract prices from its co-contractor, without judicial intervention.

To do so, the Party invoking a situation of hardship shall notify the other Party in writing (under the conditions of Article 37 "Communication"), within a reasonable period of time, and justify, with documents:

- (i.) a change in circumstances unforeseeable at the time the Contract was entered into,

- (ii.) the performance of the Contract is unreasonably onerous on the Party, and
- (iii.) the absence of a waiver or assumption of risk.

By express agreement between the Parties, in addition to the situations of hardship as recognized by French law and case law, and also described above, the following events are presumed to meet the conditions of a situation of hardship entitling the Party to renegotiate the prices under the conditions described in this Article:

- (i.) Significant increase in metal prices;
- (ii.) Significant increase in energy prices (electricity, gas, or other);
- (iii.) Significant increase in tooling costs and production consumables (e.g. refractories, graphite, etc.);
- (iv.) Significant increase in transportation and logistics costs (e.g. fuel oil, etc.);
- (v.) Reduction in the payment terms of the Supplier's suppliers;
- (vi.) Any of the events listed in Article 29 "Force Majeure" resulting in an increase in the Supplier's costs (and not an impossibility of performance); etc.

If the new prices are agreed upon within thirty (30) days of the notification of the request to implement this Article, the Parties shall formalise them by means of an amendment.

If negotiations fall within thirty (30) days of the notification of the request to implement this Article, the Parties agree to terminate the Contract without delay or compensation, in writing (under the conditions of Article 37 "Communication").

Article 29. Force majeure

Neither party shall be in breach of the GTC or otherwise liable for any failure or delay in the performance of its obligations, as described herein, if such delay or failure results from events, circumstances or causes beyond its reasonable control.

To this end, the Party invoking a case of force majeure shall, within a reasonable period of time, inform the other Party of its inability to perform its contractual obligations in writing (under the conditions of Article 37 "Communication"), and justify by any means that the event of force majeure is:

- (i.) unforeseeable at the time of conclusion of the Contract,
- (ii.) irresistible (preventing the obligor from performing its obligation(s)), and
- (iii.) external to the Parties.

By express agreement between the Parties, in addition to the cases of force majeure as described above or as recognised by law the following events are presumed to meet the conditions of a situation of force majeure entitling the suspension or termination of the concerned Contract under the conditions described in this Article:

- (i.) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation;
- (ii.) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy;
- (iii.) currency and trade restriction, embargo, sanction;
- (iv.) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation;
- (v.) plague, epidemic, natural disaster or extreme natural event;
- (vi.) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy;
- (vii.) general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises; or
- (viii.) any event that hinders the proper conduct of the Supplier's business, or that of its subcontractors, such as industrial accidents, governmental prohibition, interruption in the supply of raw materials, tools, production consumables, spare parts, etc.

If the impediment is temporary and does not exceed a duration of thirty (30) days, the performance of the obligation is suspended for the duration of the force majeure.

Consequently, as soon as the cause of the suspension of their mutual obligations disappears, the Parties shall make every effort to resume normal performance of their contractual obligations as soon as possible. To this end, the Party prevented from doing so shall notify the other Party of the resumption of its obligation in writing (under the conditions of Article 37 "Communication").

If the impediment is definitive or exceeds a period of thirty (30) days, the Parties agree to terminate

the Contract without delay or compensation, in writing (under the conditions of Article 37 "Communication").

Article 30. Termination

30.1. Grounds for termination

30.1.1. For Convenience

The Contract may be terminated for convenience by either Party, in writing (under the conditions of Article 37 "Communication"), as follows:

- (i.) without compensation, subject to a minimum notice period of twelve (12) months, or,
- (ii.) with compensation, subject to a minimum of three (3) months' notice.

This notification shall expressly mention the intention to apply this Article.

30.1.2. For Hardship

The Contract may be terminated by the Party invoking a case of hardship (as defined in Article 28) in the event of failure to renegotiate prices, without compensation, and with a notice period of thirty (30) days, in writing (under the conditions of Article 37 "Communication"). This notification shall expressly mention the intention to apply this Article.

30.1.3. For Force majeure

This Contract may be terminated by either Party in the event of force majeure (as defined in Article 29) whose impediment is definitive or exceeds a duration of thirty (30) days, without compensation, and with a notice period of thirty (30) days, in writing (under the conditions of Article 37 "Communication"). This notification shall expressly mention the intention to apply this Article.

30.1.4. For Cause

This Contract may be terminated, without compensation, and with a notice period of thirty (30) days, in writing (under the conditions of Article 37 "Communication"), by the Party undergoing one of the following cases:

- (i.) *De facto* management change of a Party, by a competitor,
- (ii.) *De facto* change in control (ownership of corporate securities) of a Party by a competitor,
- (iii.) Partial or total transfer of a Party ownership,
- (iv.) Insolvency, bankruptcy or receiver appointment of a Party, etc.

This notification shall expressly mention the intention to apply this Article.

30.1.5. For remediable breach

In case of non-compliance by a Party of the following obligations:

- (i.) Unpaid invoice(s) not exceeding seven (7) days,
- (ii.) Any other breaches not stated in Article 30.1.6. "Material breach" that can be remedied, etc.

the affected Party shall give a formal notice to the defaulting Party to remedy its obligations within thirty (30) days of the notice receipt, in writing (under the conditions of Article 37 "Communication"). This formal notice shall expressly mention the intention to apply this Article.

If this formal notice has remained, in whole or in part, without effect from the defaulting Party, the affected Party may terminate the Contract (master contract, implementation contracts or resulting purchase orders), without delay or compensation, in writing (under the conditions of Article 37 "Communication").

In addition, the affected Party shall be entitled to claim liquidated damages from the other Party.

30.1.6. For Material breach

The Contract may be terminated by the affected Party in the event of a sufficiently serious breach by the defaulting Party of any of the following obligations:

- (i.) Article 17 "Intellectual Property",
- (ii.) Article 18 "Confidentiality",
- (iii.) Articles 20 to 22 "Ethics and Compliance",
- (iv.) Unpaid invoice(s) exceeding seven (7) days,
- (v.) Etc.

In these cases, the Contract may be terminated, without delay or compensation, in writing (under the conditions of Article 37 "Communication"). This notification shall expressly mention the intention to apply this Article.

In addition, the affected Party shall be entitled to claim liquidated damages from the other Party.

30.2. Termination's consequences (common to all grounds of termination)

30.2.1. Return of technical and/or commercial documents

Upon termination of the Contract for any reason whatsoever, the receiving Party shall return to the Proprietor Party, without delay, all technical and/or commercial documents in its possession, without this list being limitative: Product's specifications, technical files, commercial brochures, etc., which have been communicated to it for the Contract performance.

30.2.2. Survival of the Confidentiality Obligation

Subject to the execution of a Non-Disclosure Agreement, the provisions of Article 18 "Confidentiality" above, concerning the Parties' obligation of confidentiality, shall survive the expiration of the Contract, under the conditions stipulated therein, for a further period of five (5) years from the termination of the Contract.

30.2.3. Survival of certain contractual obligations

The following Articles shall survive the expiration of the Contract, subject to the terms and conditions set forth therein:

- (i.) Article 9 "Delivery",
- (ii.) Article 10 "Acceptance",
- (iii.) Article 12 "Payment terms",
- (iv.) Article 14 "Models, Moulds and Tools",
- (v.) Article 15 "Transfer of Risk",
- (vi.) Article 16 "Transfer of Ownership",
- (vii.) Article 17 "Intellectual Property",
- (viii.) Article 18 "Confidentiality",
- (ix.) Article 19 "Protection of Personal Data",
- (x.) Article 23 "Warranty",
- (xi.) Article 24 "Liability",
- (xii.) Article 25 "Insurance",
- (xiii.) Article 30 "Termination",
- (xiv.) Article 40 "Governing law and dispute resolution".

30.2.4. Accounts Settlement

The Parties shall conduct a joint account settlement in order to determine the amounts still owed to the Supplier on the termination date of the contractual relationship, which, unless otherwise agreed by the Parties, shall become immediately due and payable upon termination of the Contract for any reason whatsoever.

30.2.5. Outstanding purchase orders, production, deliveries and stocks

Upon termination of the Contract for any reason, the Parties agree to:

- (i.) Continue all purchase orders already placed prior to the Contract termination;
- (ii.) Receive and pay for Products in the course of delivery;
- (iii.) Request buy back safety stock / consignment stock established at the request of the Purchaser.

30.2.6. Termination indemnity payment, if applicable

In the event of early termination for breach (see Articles 30.1.5. and 30.1.6.), subject to any claim for damages, the affected Party is entitled to immediate payment corresponding to the costs related to the Services performed, Products manufactured and/or delivered and/or stored on behalf of the Co-contractor before the termination date.

In addition, the affected Party shall be entitled to claim liquidated damages from the other Party. In any case, the affected Party shall present the required proofs.

MISCELLANEOUS

Article 31. Entire agreement

The Contract contains the entire agreement of the Parties, and supersedes any and all prior understandings, arrangements and agreements between the Parties hereto, whether oral or written, with respect to the subject matter hereof, with the exception of the Non-Disclosure Agreement, if any.

Article 32. Invalid provisions

If any provision of the Contract or the application of such provision to either Party or to any circumstance, shall, to any extent, be invalid or unenforceable, the remainder of the Contract, other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

The Parties shall then agree to substitute such invalid or unenforceable provision by a valid and enforceable provision which shall most closely achieve the purpose of the invalid or unenforceable provision.

Article 33. Titles and headings

The article, section or sub-section headings contained in these GTC or the Contract are inserted for convenience only, and shall not affect in any way the meaning or interpretation of these GTC or the Contract.

Article 34. No waiver

No delay or failure to exercise by any Party any of its rights, powers or remedies under or in connection with the Contract shall operate as a waiver of that right, power or remedy.

No waiver or release of any right, power or remedy of a Party shall be of any effect, unless it is agreed in writing and signed by both Parties, or at least by the Party against whom enforcement of such waiver or consent is sought.

Article 35. Independence

The Parties represent and acknowledge that they are and shall remain, throughout the term of the Contract, independent co-contractors.

The Parties do not intend, and expressly deny, that any employment, agency, joint-venture, partnership or other such relationship is or has been created between them by the Contract.

Article 36. Binding effect

The Contract shall be binding upon each of the Parties hereto and their respective heirs, legal representatives, successors and assigns.

Article 37. Communication

Unless otherwise specified, all correspondence, requests, notices and other communications hereunder shall be in writing, and shall be deemed to have been properly communicated if they have been:

- (i.) sent by electronic mail, with confirmation of receipt,
- (ii.) sent by registered or certified mail, return receipt requested,
- (iii.) sent using an electronic signature system with a time-stamping tool (e.g., DocuSign),
- (iv.) sent by confirmed fax,
- (v.) hand-delivered,
- (vi.) dropped off by courier, with proof of delivery,
- (vii.) deposited by extrajudicial document/bailiff.

Any communication shall be addressed to the Party concerned at its registered office address as shown on the Purchase Order or Order Acknowledgement of receipt, or at such other address as either Party may designate in writing to the other Party pursuant to this provision.

Article 38. Counterparts

The Parties acknowledge and agree that a counterpart of the Contract may be delivered by electronic mail, in PDF or equivalent format, photocopy or scanned or electronic copy of the final version, signed by hand or electronically.

The Parties agree that said counterparts shall be deemed to be originals, and therefore shall have the same legal effect as the delivery of an original counterpart, as permitted by the relevant applicable law.

Article 39. Authority

Each natural person executing a Contract on behalf of a company (legal entity) represents and warrants that he or she is duly authorised to execute, perform and communicate such contractual documents on behalf of such legal entity, and that such contractual documents shall be binding on such legal entity in accordance with their terms.

Article 40. Governing law and dispute resolution

The Contract shall be governed by and construed in accordance with the **law of England and Wales**, without reference to its conflict of laws rules. The application of the implied terms under Section 13, 14 and 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the GTC.

The Parties shall use their best efforts to settle amicably any dispute arising out of or in connection with the Contract.

If no amicable settlement is reached between the Parties within a reasonable period of time, the dispute arising out of or in connection with the Contract, in particular with respect to its conclusion, interpretation, performance, breach, termination or invalidity, shall be finally settled by the **courts of England and Wales**, which shall have exclusive jurisdiction, even in the event of an introduction of third parties or multiple defendants.

Article 41. Language

The GTC have been written in the **English language**. It may be translated, for convenience, into other languages. However, in case of error or disagreement, the executed English language version shall prevail.