

Terms and conditions of sale of OQEMA FRANCE SAS

These General Terms and Conditions of Sale govern the relationship between **OQEMA FRANCE SAS** and its customers. They specify the circumstances under which its liability is limited.

1. Generalities

1-1. The company OQEMA FRANCE SAS is referred to below as the generic term "Supplier," and any private individual or legal entity having business dealings with said Supplier, and to whom these general terms and conditions of sale apply, is referred to as the generic term "Customer." These general terms and conditions of sale apply to the exclusion of all other terms and conditions specific to the Customer to each contract to be concluded between the Supplier and the Customer (hereinafter referred to as the "Contract") as well as to any subsequent orders that may be placed within the framework of normal business relations. Placing an order by the Customer implies the Customer's unreserved acceptance of the general terms and conditions of sale in effect on that date. The Customer expressly waives the right to invoke any conflicting or incompatible provisions contained in its general terms and conditions of purchase.

1-2. Orders or modifications to orders already confirmed by the customer are considered accepted only when confirmed in writing by the supplier through its authorized representatives. The supplier's silence does not constitute acceptance. If the supplier's order confirmation includes modifications to the original order, these modifications are considered accepted by the customer unless the customer immediately objects. The supplier accepts no liability for any errors in the order confirmation if the customer fails to promptly correct them upon receipt of the order confirmation.

2. The price and payment

The prices of materials sold under this contract will be the supplier's prices in effect on the date of shipment unless otherwise agreed in writing. The customer will also be responsible for all applicable taxes. If payments are not made within the specified time limits or if the supplier has reason to believe that the customer is in default of their financial responsibility, the supplier may demand advance payment or other payment terms. The supplier may suspend shipment or cancel the contract. Any sum, including the deposit, not paid by its due date will automatically accrue late payment interest equal to three times the statutory interest rate for the current year, as well as a fixed sum of forty (40) euros for recovery costs [in accordance with Articles L. 441-3 and L. 441-6 of the French Commercial Code]. No discount for early payment [art.L.441-3, para 4 of the Commercial Code].

3. Description of goods

3-1. The supplier provides specific guarantees regarding the description of the goods and the performance of all services (see condition 6). Regardless of these guarantees, all characteristics, descriptions, diagrams, photographs, illustrations, dimensions, weights, and other technical information and special conditions of the goods, as well as any advertising and brochures provided free of charge by the supplier, are for informational purposes only and do not constitute a binding commitment on the part of the supplier.

3-2. Unless otherwise agreed, no sample can be considered a sale and the supplier does not guarantee that the goods will conform to previous deliveries for similar goods.

4. The delivery

4-1. Unless otherwise agreed in writing by the parties, the supplier will be permitted to make partial deliveries. Unless otherwise stated in the order confirmation, goods will be deemed to have been delivered at the location where they are made available for collection or in the customer's name. Specific terms for export sales will be stated in the order confirmation.

4-2. Delivery times should be considered only as an estimate and will not form the basis of the contract. The supplier will make every effort to meet the schedule but will not be liable for any failure, loss, or damage resulting from such failure unless the parties have expressly agreed in the contract that: the schedule is of material importance to the customer; and the supplier is liable in the event of a failure to meet the schedule.

4-3. If the supplier has reason to believe that it will be unable to deliver to the customer on the scheduled date, it must notify the customer as soon as possible and arrange an alternative delivery date. If, despite such measures, the supplier is unable to deliver the goods within a reasonable timeframe, the customer will be entitled, as a last resort, to terminate the contract immediately by notifying the supplier in writing and obtain a refund of any amounts already paid to the supplier in respect of the goods in question. Other contracts in force between the supplier and the customer will not be affected.

4-4. If the customer fails to provide all necessary instructions and documents for the goods or otherwise causes or requests for delay in delivery; or fails to take delivery of the goods on the delivery date, the supplier shall be entitled (but not obliged), without prejudice to its other rights, to store the goods at the customer's risk, and the customer shall pay all additional costs and expenses of such storage.

4-5. The customer must accept the supply of a certain quantity and, in any event, a deviation of +/- 5% from the contract quantity.

5. Risk and title.

All technical information or assistance provided by the supplier or its affiliates is provided and accepted at the customer's own risk and does not constitute a warranty or specification. The customer agrees to familiarize themselves with all risks and precautions regarding the handling, transportation, or use of materials or products wholly or partially manufactured with our materials, and the containers in which these materials or products are shipped, and will treat the materials, products, and containers accordingly. The customer will communicate to its employees, any other person who may handle the materials, and its customers all product safety information provided to it by the supplier or its affiliates.

6. Limitation of liability

The customer must promptly inspect the materials upon delivery and notify the supplier in writing of any complaints within 15 days of the delivery date. The supplier's maximum liability and the customer's sole remedy in the event that the delivered materials do not conform to the terms of this contract, or due to any other breach of this contract by the supplier, or any claim under applicable law, are limited to a refund of the purchase price or, at the customer's option and subject to availability, the provision of replacement materials, the transport costs of which shall be borne by the supplier. No claim against the supplier or the producer shall be made or permitted, and no credit shall be given, in the event that the materials are returned without the supplier's prior authorization. Neither the supplier nor the customer shall be liable for any consequential, indirect, exemplary, or punitive damages, whether or not such damages are caused by the negligence of the party in question.

7. Force majeure

Neither the customer nor the supplier shall be held liable for the failure of either party to fulfill the terms of this contract when such failure is due to war, fire, accident, strike, labor unrest or labor shortages, equipment breakdown, government laws, regulations, orders or decrees, unavailability of materials, containers or means of transport, or natural causes or other causes beyond the control of the party in question. In the event of such an occurrence, the supplier may distribute available materials among its customers and affiliated members without such distribution constituting a breach of this contract. If a government act materially affects the supplier's right to set its prices or transport terms, the supplier may terminate this contract with 30 days' notice.

8. Regulations and retention of title

Our goods remain our property until full payment of the price. Failure to pay any installment may result in the goods being reclaimed.

Despite the retention of title clause, the customer shall bear all risks of transport according to the Incoterm used (Incoterms 2000), as well as any risks that may arise following delivery of the goods. The customer must therefore obtain insurance and bear the associated costs.

In accordance with the Law on the Modernization of the Economy (LME), customer payments are due 45 days end of month or 60 days net from the invoice date (the invoice being issued on the delivery date). In the event of late payment, the supplier reserves the right to suspend the execution of pending orders without prejudice to any other legal remedies.

9. Applicable law – jurisdiction

These terms and conditions are governed by French law. In the event of a dispute concerning the interpretation, performance, or termination of the order, the parties agree to seek an amicable solution within a period of thirty (30) days from the date on which the existence of the dispute is formally acknowledged in writing.

Any dispute which cannot be settled amicably during this period of thirty (30) days shall be under the exclusive jurisdiction of the Commercial Court of Vienne (38) even in the event of a claim for guarantee or multiple defendants.