



## GENERAL TERMS AND CONDITIONS OF SALE

### 1. Definitions

The following definitions apply to these General Terms and Conditions of Sale ("Terms"):

- "Seller" means EGIDE SA, a French corporation having a registered office at Site Sactar, 84500 Bollène (France).
- "Buyer" means the entity purchasing Products pursuant to these Terms.
- "Products" means the items sold by Seller to Buyer under an Order.
- "Order" means a purchase order issued by Buyer to Seller for the purchase of Products that is accepted by Seller.

### 2. Offer, Acceptance, Modification

All quotations and proposals from Seller are subject to change or withdrawal without prior notice unless otherwise specifically stated in the quotation or proposal. Binding acceptance of an Order shall occur only when Seller issues written acknowledgment of the Order.

Seller reserves the right to reject any Order for any reason prior to Seller's written acceptance. Seller may reject Orders where the Products are not available, if there are errors in item descriptions or pricing, or for any issues identified by Seller related to credit, export controls, or fraud avoidance. If Seller rejects an Order, Buyer shall be notified.

Buyer's placement and Seller's acceptance of an Order shall create a contract subject exclusively to these Terms. Any acceptance of an Order is conditioned on Buyer's assent to these Terms. Seller rejects any additional or different terms proposed by Buyer. No course of dealing or usage of trade shall modify or otherwise affect these Terms. Seller reserves the rights to modify these Terms and Conditions at any time subject to informing Buyer on the Seller's website.

### 3. Prices and Payment Terms

The prices for the Products shall be the prices specified in Seller's quotation or acknowledgment of the Order. No discount or reduction is granted in case of early payment.

Additional pricing will be applied depending on specificities requested by Buyer, in particular any delivery of quantities different than the quantity per batch mentioned in the formal offer.

Where applicable, EGIDE communicates pricing to customers through formal quotes and confirms transaction prices with its order acknowledgements.

On all orders, EGIDE reserves the right to ship and bill plus or minus ten percent (+/-10%) per line item for quantities up to and including 750 pieces, and plus or minus five percent (+/-5 %) per line item on quantities over 750 pieces.

Prices are exclusive of taxes, impositions and other charges, including sales, use, excise, value-added and similar taxes or charges imposed by any government authority, international shipping charges, forwarding agent's and broker's fees, bank fees, consular fees, and document fees. Buyer shall pay or reimburse Seller for any such taxes, impositions or charges levied against or upon the sale or transportation of the Products. Payment terms shall be net thirty (30) days from date of Seller's invoice. Late payments shall incur interest charges at a rate of 1.5% per month.

#### **4. Delivery, Risk of Loss, Retention of Title**

Unless otherwise agreed in writing, Products shall be delivered Ex Works Seller's facility per INCOTERMS 2020. Shipping dates are approximate only. Risk of loss or damage shall pass to Buyer upon delivery to the carrier at Seller's facility.

Title to the Products shall remain with Seller until full payment of the purchase price has been received. In the event of late or non-payment by Buyer, Seller reserves the right to reclaim title and take possession of the Products until the purchase price is paid in full. Buyer must store the Products in such a way that they are clearly identifiable as Seller's property until title transfers.

Buyer shall be responsible for all shipping charges, taxes, and customs duties. Seller may, at its option, offer delivery on basis other than Ex Works in which case risk of loss and title shall pass upon such delivery to Buyer's designated location.

#### **5. Inspection, Acceptance**

Buyer shall inspect Products upon receipt and notify Seller in writing of any defects or non-conformance within 10 days of receipt. Products shall be deemed accepted unless Seller receives written notice of defects or non-conformance from Buyer within such period.

#### **6. Cancellations and Rescheduling**

Buyer may cancel or reschedule Orders only upon written consent of Seller. Seller reserves the right to charge cancellation fees according to the table below or to charge rescheduling fees.

<b>State of the parts at Seller</b>	<b>Charges</b>
Components ordered	40% of the total order
Parts in ceramic production	70% of the total order
Parts in glass sealing	70% of the total order
Parts in plating	90% of the total order
Parts in final quality control	100% of the total order

#### **7. Limited Warranty**

Seller warrants that the Products will substantially conform to Seller's published specifications for a period of 12 months after delivery when used for their intended purpose and maintained according to

Seller's instructions. Seller's sole liability for breach of this warranty shall be, at its option, to repair, replace or issue credit for defective Products returned by Buyer during the warranty period. This warranty does not apply to non-conformities caused by (i) improper storage, handling, installation, maintenance or testing, (ii) alterations or modifications by an entity other than Seller, or (iii) operation outside of environmental specifications.

#### **8. Disclaimer of Further Warranties**

Except as expressly set forth herein, Seller makes no warranties, express or implied, with respect to the products, including any implied warranty of merchantability, fitness for a particular purpose, title, or against infringement.

#### **9. Limitation of Liability**

In no event shall Seller be liable for any consequential, indirect, exemplary, special, punitive or incidental damages arising from or relating to these terms, the products or any use thereof. Seller's total cumulative liability arising from or related to these terms shall not exceed the fees paid by Buyer for the specific products giving rise to such liability.

#### **10. Governing Law and Jurisdiction**

These Terms shall be governed by the laws of France. Any dispute arising from these Terms shall be resolved in the courts located in Avignon, France. The parties consent to the personal and exclusive jurisdiction of such courts.

#### **11. Force majeure**

Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

If a force majeure event occurs, Seller shall use reasonable efforts to notify Buyer and to resume performance as soon as reasonably practicable. In no event shall Seller be required to settle any labor dispute or disturbance. Buyer may terminate the contract if the force majeure event suspends Seller's performance for longer than 120 days.

#### **12. General**

These Terms represent the entire agreement between the parties relating to the subject matter hereof. No modification shall be effective unless in writing and signed by both parties. Buyer may not assign or transfer these Terms without Seller's prior written consent.