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**1. GENERAL PROVISIONS**

These General Terms of Sale (GTS) set out the rights and obligations of the company Meca Magnetic ("Vendor") and its customers ("Purchaser") and applies to all contracts and orders between the parties for the sale of products and/or services, subject to any special conditions, riders or amendments made to these GTS through an express, written agreement by the parties in the context of a specific order. With the sole exception of such derogations negotiated on a case-by-case basis, these GTS have therefore been drawn up to govern the relations between the parties in an exclusive and exhaustive manner. As such, they cannot in any way be overridden or modified, wholly or partially, by stipulations to the contrary included in the sole documents of the Purchaser, such as general or special terms of purchase, which, in principle, are totally inapplicable to the commercial relations between the parties with respect to the Products.

**2. DEFINITION OF THE REQUIREMENT**

It is the Purchaser's full responsibility to attach technical specifications to its order that define the Product to be delivered (Reference plans, technical specifications, documents to be attached to the delivery, etc.). Any supplementary/additional requests in relation to inaccurate or erroneous specifications may result in the cost of said supplementary/additional work requested being invoiced at a later date. Changes to the packaging and transport method requirements may also result in additional invoicing.

Any requests for modifying the composition or volume must be made in writing. Any order sent to the Vendor only binds the Vendor if it complies with an offer dated less than one month previously, except in cases of special provisions (such as a master agreement).

**3. DELIVERY SCHEDULES**

The delivery schedules are stipulated on the acknowledgement of receipt issued for the order by the Vendor. They are provided for information purposes only. Failure to meet the delivery schedule cannot lead to cancellation of the order, request for compensation or any penalties. Wars, strikes, epidemics, total or partial interruption of transport, shortage of raw materials, impediments resulting from provisions taken by the authorities as regards import, transport or internal economic regulations, incidents and accidents of any cause resulting in the temporary shutdown of all or part of the factory and, more generally, any fortuitous event or case of force majeure automatically authorise the suspension of ongoing contracts or their late execution, without compensation or damages. Any requests for modifying the composition or volume must be made in writing. Such a modification releases the Vendor from its initial delivery schedule.

**4. PRICES**

Unless stipulated otherwise (a master agreement or revision clause for prices indexed on materials, etc.), prices are in principle those specified in the price quotation dating less than one month, which are also based on a specific volume. Subsequent to a failure to comply with this principle, the Vendor shall notify the Purchaser within a reasonable period of its intentions to potentially revise the price prior to issuing an acknowledgement of receipt.

The prices specified in the price quotations, as well as each item on the acknowledgement of receipt, are net and exclusive of VAT. The amount of tax in force according to French legislation shall be applied to the order and specified at the foot of our acknowledgement of receipt.

Our acknowledgement of receipt confirms our terms of sale.

The company reserves the right to invoice its consultancy, study and modelling costs in the event of an order not being placed. The company's minimum invoice is €300 excluding VAT, which includes administrative costs, the cost of issuing the quotation and designs.

**5. DELIVERY POINT AND TRANSFER OF RISKS**

Products are delivered to the delivery address specified on the order, which is consistent with the price quotation that includes either a specific place or the customer's address.

Unless stipulated otherwise in agreement with the Purchaser in the order acceptance, the management and cost of transport are paid by the Vendor and are included in the quotation issued for the Purchaser.

The Purchaser shall bear any risks of loss or damage that may occur to the Products from the time they are made available by the Vendor at the agreed delivery location. Unless specified otherwise, Incoterm® rules generally apply.

In cases of incorrect instructions regarding the destination specified by the Purchaser or the impossibility of delivering the Products due to causes beyond the control of the Vendor, delivery is deemed to have been completed by a simple notice of availability. In such a case, the Products are made available at the premises of the Vendor or transporter at the risk of the Purchaser, with the Vendor reserving the option of invoicing storage fees.

Unless requested otherwise by the Purchaser, Products are dispatched using the transport methods deemed the most suitable by the Vendor. In the event of a precise and specific request from the Purchaser as regards the transporter and transport method, the Vendor reserves the right to withdraw from any allocation of risk and this shall be stipulated on our acknowledgement of receipt.

The Customer is responsible for checking the visible condition of the Products during delivery. If no reservations are expressly made by the Customer during delivery, the products delivered by the Supplier are deemed to comply in quantity and quality with the order. The Customer has a period of 5 working days or 7 days as from delivery and reception of the ordered products to send any such reservations in writing to the Supplier. No claims can be validly accepted in cases of the Customer failing to comply with these formalities.

**6. PAYMENT**

Payment terms are initially specified on the Vendor's price quotation. They are however subject to acceptance by our credit insurance organisation. In the event of a refusal or modification of the amounts guaranteed by our credit insurer, a pro forma payment may be requested with the order or prior to delivery, or payment of a deposit may be required. Late payments, especially if recurrent, may also lead to a change in the established payment terms. It is not possible for the Buyer to unilaterally change the payment terms: The applicable payment terms are those evident in the RB issued by MECA MAGNETIC and/or the invoice. These payment terms can only be changed by written agreement with the General Management.

Payment methods, the payment of any deposits and the deduction of any discounts must be the subject of an explicit agreement in the contract and/or by management.

In all cases, the Vendor reserves the right to claim payment from the Purchaser by bank transfer, by a domiciled and accepted bill of exchange or by a truncated bill of exchange. The Vendor reserves the right to demand payment prior to delivering the Products in cases where the Purchaser is in payment arrears or presents any risk of insolvency.

Failure to pay a due invoice, wholly or partially, for whatever reason, authorises the Vendor, without notice or any other formality, to cease its deliveries of Products or stop its work. This decision may automatically lead to a decision by the Vendor to cancel all ongoing contracts without prejudice to any default interest and compensation.

Any amounts, including deposits, not paid on their due date shall automatically carry late payment interest equivalent to 3 times the legal interest rate of the year in progress, together with a fixed forty (40) euro recovery fee.

**7. RETENTION OF TITLE**

Ownership of the delivered Products shall only be transferred after full payment of their price in principal and related charges. This clause does not prevent the transfer to the Purchaser on delivery of the risks of loss and deterioration of the sold Products, together with any damage they may cause.

Failure by the Purchaser to pay any due amounts may result in the Vendor reclaiming the Products in question, or any product of the same type and quality held by the Purchaser.

**8. WARRANTY AND CIVIL LIABILITY**

The Vendor's liability is limited to execution of the Products in compliance with the plans and prescriptions of the specifications agreed between the parties. The Vendor's liability does not in any case extend to the design or definition of the parts and Products, with the Purchaser reserving full responsibility for the industrial result of the Product. Any responsibility relating to errors or shortcomings concerning the details of the specifications is borne by the Purchaser. Unless expressly agreed otherwise in writing, all responsibility relating to the choice of the Product is borne by the Purchaser.

In the event of a Product being acknowledged as faulty, the Vendor can only be held responsible in any event for the repair or replacement of this sole Product, by implementing logistic resources that it alone determines and without any other compensation of any kind. Defects resulting from storage or use of the Product by the Purchaser or its customers in abnormal conditions, or conditions that do not comply with accepted norms, are excluded from any warranties. Any repairs performed on a Product, even if acknowledged as faulty, without the agreement of the Vendor, voids any guarantee, together with any rights to make a claim against the Vendor. The warranties set out above exclusively cover the repair or replacement by the Vendor of any delivered Products acknowledged as faulty by the Vendor after return of said Products by the Purchaser and to the exclusion of transport, packaging, assembly or dismantling costs and any related costs, which always remain the responsibility of the Purchaser.

The Vendor shall be automatically exempted from any contractual liability if the Purchaser has not supplied the elements to the Vendor in good time for the proper execution of the order, or if the Purchaser has supplied erroneous elements leading to the Vendor being unable to execute the order in compliance with the agreed procedure. In this case, the parties shall meet and discuss the terms of an amendment to the order to remedy the situation, taking it into account through modifications to the price, terms and/or execution schedule of the order.

**9. RECEPTION – RETURNS - CLAIMS**

The Purchaser is deemed to have accepted the Products within 7 days of the date of delivery. Once this period has expired, pursuant to article 1642 of the French Civil Code, the Purchaser is deemed to have accepted any defects in the Product. Any claims must be sent to the Vendor's Quality Department no later than two weeks after the Purchaser has accepted the products.

The defect must be jointly established. If it is established, the Vendor reserves the option of remedying the defect using one of the following three methods: a) by replacing the defective Product in the Purchaser's factory, or b) by repairing the defective Product in its own factory, or c) by reimbursing the price invoiced and paid by the Purchaser of the Product recognised defective: in methods b) and c), ownership of the replaced or reimbursed Product returns to the Vendor, if applicable, and at the Vendor's free choice.

**10. ACCESS RIGHTS TO THE VENDOR'S SITE**

Any visit by the Purchaser is performed in accordance with procedures set out by the Vendor. The Purchaser must send the Vendor a written request respecting a notice period of 10 days, before performing these verifications. Any intervention of this type shall be conducted in the sole aim of verifying proper execution of the Purchaser's orders, subject to protecting the Vendor's know-how and any third-party rights. The cost of this intervention to the Vendor may not exceed the reasonable framework of operations agreed when drawing up the contract.

**11. SUBCONTRACTING / SUPPLIERS**

The Vendor reserves the option of assigning all or part of the order to one or more duly selected subcontractors of its choice. The rights of minors and the exclusion of undeclared labour are taken into account when selecting suppliers. A visit by the Purchaser to a subcontractor/supplier may be envisaged with the prior consent of the Vendor and in its presence. If the Purchaser wishes to access all the production sites involved in manufacturing its parts, it must stipulate this when drawing up the contract binding the Purchaser and the Vendor.

**12. CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

Documents supplied by the Vendor, such as quotations, quality plans, specifications, qualification files, and all documents drafted by the Vendor remain the intellectual property of the Vendor and may not be transmitted to third parties without the prior, express and written consent of the Vendor. Any use of these documents without our agreement is therefore unlawful. Any use of plans by a third-party competitor may result in legal action and the Vendor reserves the right to claim for damages in the event of use by a third party of said plans and studies performed internally. In the event of a rare and explicit agreement for a third party to use these plans, the minimum invoice shall cover the costs of drawing up the plans, consultancy and related services. The minimum invoice for a communicated plan is €1000 excluding VAT in the case of an in-depth consultation without an order and/or invoicing user rights.

Data contained in inspection and compliance certificates issued individually is exclusively provided to prove compliance of the delivered Product. Any results of a statistical analysis performed by compiling this data, irrespective of who performed the analysis, remains the property of the Vendor and may not be shared with a third party.

**13. FORCE MAJEURE**

Late delivery, failure to observe a procedure, cases of force majeure or any other external causes or actions by third parties that cause the Vendor to be unable to fulfil its obligations, can never be grounds for any compensation claims by the Purchaser or to initiate proceedings to terminate or cancel all or part of the Order. Force majeure is understood in its widest meaning, including events, such as:

- the occurrence of a natural disaster;
- earthquakes, storms, fires, flooding, etc.
- armed conflict, wars, conflicts, attacks;
- labour conflicts, partial or total strikes in the workforce of the Supplier or the Customer;
- labour conflicts, partial or total strikes in the workforce of suppliers, service providers, transporters, the postal service, public services, etc.
- compulsory injunctions by public authorities (import prohibitions, embargoes);
- operating incidents, machine breakages, explosions.

Each party must notify the other without delay of the occurrence of a force majeure event. If the hindrance exceeds 10 working days, the parties must consult each other during the following 5 days to decide in good faith whether the contract should continue or cease.

**14. CANCELLATION - TERMINATION**

The contract may be terminated as of law by the Vendor if the Purchaser is in receivership or liquidation of assets. It may also be terminated in the case of a significant change in the legal situation of the Purchaser, which reduces its solvency. Termination of the contract does not however affect debts already due between the parties.

Furthermore, and irrespective of the cause of the termination of an order or all orders, whether due or not to a failing by the Vendor, the Purchaser must always take delivery and pay for Products manufactured and stored, or in the process of being produced on the date of termination and reimburse the Vendor, on presentation of receipts, in addition to taking responsibility for and immediately compensating the Vendor for any amounts the Vendor may have had to pay its own suppliers or subcontractors for any cancelled contracts or corresponding orders. Any deposits received by the Vendor for the cancelled order shall be retained in all circumstances and the Vendor shall not be liable for any return to the Purchaser or any compensation.

**15 - PERSONAL DATA PROTECTION**

Personal data collected by the Supplier (last name, first name, telephone number or email addresses of Customer contacts) is registered in a customer file and principally used for effectively managing customer relations and performing contracts agreed between the Supplier and the Customer.

Personal data shall be kept for as long as necessary, in other words throughout the duration of commercial relations with the Customer, except if the Customer has exercised one of the rights, under the following conditions, recognised by legislation.

Access to personal data is strictly limited to Supplier employees and agents that are authorised to process it on account of their position. Information collected may potentially be sent to third parties related to the Supplier for the performance of subcontracted tasks necessary for performing the contract, without this requiring permission from the customer. It is hereby specified that within the framework of performing their services, third parties only have limited access to data and are under a contractual obligation to use it in compliance with the provisions of applicable personal data legislation. Aside from the cases specified above, the company undertakes not to sell, lease, assign or give third-party access to data without the prior consent of the Customer, unless it is forced to do so, for legitimate reasons, such as a legal obligation, anti-fraud or abuse measures or the exercise of defence rights.

In compliance with applicable legal and regulatory provisions, particularly the French Data Protection law 78-17 of 6 January 1978 and European regulation 2016/679/EU of 27 April 2016 (GDPR, in force since 25 May 2018), the agents of the Customer, whose personal data is processed under the terms of this article, are entitled to access, correct, transfer and delete their personal data or restrict processing thereof. They may also, on legitimate grounds, oppose the processing of their data. For any additional information or claims, Customers may contact the Commission Nationale de l'Informatique et des Libertés (more information on [www.cnil.fr](http://www.cnil.fr)).

**16. JURISDICTION - APPLICABLE LAW**

If no amicable settlement can be reached, any dispute regarding a sale and/or delivery by the Vendor or the execution of an order placed subject to these terms, even in the case of warranty claims or multiple defendants, shall be brought exclusively before Lyon Commercial Court (69000 France).

All disputes shall be settled in accordance with French law, to the exclusion of rules of International Law.

**17 - CUSTOMER ACCEPTANCE**

These General Terms of Sale, together with prices, are expressly agreed and accepted by the Customer, which declares and acknowledges full knowledge thereof, notably through its acknowledgement of receipt and as such, waives its rights to invoke any contradictory document, in particular its own general terms of purchase.