

## **GENERAL CONDITIONS OF SALE**

These General Terms and Conditions of Sale ("GTC") are intended to govern the relationship between MICROWELD ("MICROWELD") and its business clients (the "Client(s)") with regard to the sale of products and services by MICROWELD.

### **ARTICLE 1 - APPLICATION OF THE GTC**

The GTC are systematically given or communicated to each Client upon request or when MICROWELD issues a quotation or an offer and an order acknowledgement so that the Client can place an order.

Consequently, placing an order for products or services with MICROWELD implies the Client's acceptance of these GTC, to the exclusion of all other documents, such as brochures, leaflets or catalogues issued by MICROWELD which are only suggestive.

No special terms and conditions shall prevail over the GTC unless expressly accepted in writing by MICROWELD. Any document of the Client and any clause to the contrary contained in the documents of the Client shall therefore be unenforceable against MICROWELD in the absence of express acceptance by MICROWELD, regardless of when they may have been brought to its attention.

### **ARTICLE 2 - ORDERS**

#### **2.1**

After receiving and analysing the Client's requests for products or services, MICROWELD will provide the Client with a quotation detailing its offer and specifying its validity period.

MICROWELD reserves the right to modify the content of its quotations at any time in the event of changes in the Client's needs and/or requirements.

A quotation is based on the information provided by the Client and/or received by MICROWELD from the Client prior to the quotation.

#### **2.2**

Acceptance of a quotation by the Client must be made within its validity period by returning the confirmation to MICROWELD after it has been validated by the Client. If the quotation does not have any further specifications, it is valid for two (2) months from the date of issue.

Signed purchase orders or quotations sent by the Client only become final and the sale of products and services is concluded after their express acceptance by MICROWELD, which will issue an order acknowledgement.

MICROWELD is only bound by the statements made on the accepted quotation or order acknowledgement.

#### **2.3**

Any request by the Client to modify or cancel an order, in whole or in part, must be expressly accepted in writing by MICROWELD. In any event, no modification or cancellation of an order will be accepted if MICROWELD receives the request more than fifteen (15) days after issuing the order acknowledgement.

If MICROWELD expressly accepts a request for a change to an order, it will result in an amended quotation and, if accepted by the Client, a new order acknowledgement.

### **ARTICLE 3 - PRICES**

Products and services ordered are invoiced based on the prices specified in the quotation issued by MICROWELD and accepted by the Client during its validity period. In case of a modification of the order in accordance with Article 2.3 of the GTC, the applicable prices will be those specified in the amended quotation issued by MICROWELD.

## **ARTICLE 4 - DELIVERY/FULFILMENT**

### **4.1 Delivery time**

The delivery or completion time mentioned in the offer is given for information purposes only. It is subject to the order in which orders are received, the Client's compliance with the payment terms and conditions and advance payments, the standards in force at the time of order acknowledgement, the Client's timely provision of any required technical specifications, the absence of force majeure, social, political, economic or technical events that impede the operation of MICROWELD's factories or their supply of components, energy or raw materials, and generally the absence of circumstances beyond MICROWELD's control. MICROWELD will use its best efforts to comply.

Failure to comply with this time limit does not entitle the Client to cancel the order in whole or in part, nor to apply penalties without MICROWELD having been able to establish the validity of the alleged grievance.

If applicable, MICROWELD will inform the Client of circumstances that may cause the delivery or completion time stated in the order acknowledgement to be significantly exceeded.

In particular, MICROWELD shall not be liable for failure to deliver/fulfil, for partial delivery/fulfilment or for late delivery/fulfilment of the products/services, if this is not directly and exclusively attributable to the Client, if this is the result of the Client's failure to comply with its obligations, including its obligation to pay and to provide correct information required by MICROWELD, or if the Client's demand for products and/or services changes.

### **4.2 Transfer of risk**

Unless otherwise agreed between MICROWELD and the Client, products are delivered to the location specified in the order acknowledgement.

The transfer of risks, in particular of loss, deterioration, destruction or theft of the products sold, will be carried out as soon as they are delivered, under the conditions defined above.

Accordingly, in particular, in the case of late payment, the Client undertakes, at its own expense and for the benefit of MICROWELD, to insure the sold products, in particular against the risks of loss, deterioration, destruction or theft.

### **4.3 Receipt of goods**

Any reservations upon delivery must be communicated to the carrier at the time of delivery and notified to the carrier within three (3) days by registered letter with acknowledgement of receipt, with a copy to MICROWELD.

In the event of apparent defects or shortages, and without prejudice to the measures to be taken by the Client vis-à-vis the carrier under the conditions previously indicated, any claim, of whatever nature, concerning the delivered products, will only be taken into consideration by MICROWELD if it is made in writing, either by registered letter with proof of delivery or by e-mail to [commercial@microweld.fr](mailto:commercial@microweld.fr), within fifteen (15) days of delivery.

It is up to the Client to provide all the necessary proof of observed apparent defects or shortages.

No products may be returned by the Client without MICROWELD's prior express written consent.

MICROWELD will only be liable for return shipping costs if an apparent defect has been found by a third party and is attributable to MICROWELD.

Only the carrier chosen by MICROWELD is authorised to return the products concerned.

If, after inspection, MICROWELD or its authorised representative find an apparent defect or shortage, the Client may only request the repair or replacement of the products concerned and/or the addition of the missing products, without being able to claim any compensation or cancel the order.

The unconditional acceptance of the products ordered by the Client covers any apparent defect and/or shortage.

The complaint made by the Client under the conditions and according to the procedures described in this article does not suspend the Client's payment of the products concerned.

MICROWELD is not liable for destruction, damage, loss or theft in transit, even if it has chosen the carrier.

## **ARTICLE 5 - SPECIFIC TOOLS**

The specific tools MICROWELD uses for the execution of the Client's order(s) are and remain the property of MICROWELD.

## **ARTICLE 6 - PAYMENT**

### **6.1**

Unless otherwise agreed between MICROWELD and the Client, payment of MICROWELD's invoices shall be made within 45 days of the date of issue.

### **6.2**

Any amount including VAT not paid on the due date shall result in the payment of penalties by the Client set at a rate equal to the interest rate applied by the European Central Bank of its most recent refinancing operation, plus 10 percentage points. These penalties shall be deemed payable automatically and without recall. The Client shall also be liable to pay a fixed indemnity for collection costs of 40 euros as provided for in Article L. 441-10 of the French Commercial Code, without prejudice to any other indemnity legally due or those that may be requested by MICROWELD, in particular for costs that may be incurred by MICROWELD to collect amounts owed.

### **6.3**

MICROWELD also reserves the right to suspend or cancel the delivery/fulfilment of current and/or future orders. In the event of non-payment of an invoice on its due date, MICROWELD may also notify or request the termination of the sale and reclaim the goods delivered, with return shipping costs to be paid by the Client and any payments already made by the Client to be retained by MICROWELD as a penalty clause.

### **6.4**

All orders that MICROWELD agrees to execute are done so on the basis that the Client has sufficient financial guarantees and will pay the amounts owed when due.

Therefore, if MICROWELD has serious reason to suspect payment difficulties on the part of the Client at the time of the order or thereafter, or if the Client does not provide the same security as

at the time of the order acceptance, MICROWELD may condition the order acceptance or continued performance upon upfront payment or the provision of security by Client for its benefit.

If the Client fails to make an upfront payment, without sufficient security being offered by the Client, MICROWELD may refuse to honour the order(s) placed, without the Client being able to claim an unjustified refusal to sell or claim any compensation.

## **6.5**

In the event of early payment by the Client, no discount will be given in his favour.

## **ARTICLE 7 - CLAIMS AND GUARANTEES**

### **7.1**

The products must be checked by the Client upon delivery, and any complaint, reservation or any dispute relating to shortages and apparent defects must be made in accordance with the conditions set out in Article 4.3 of the GTC.

In case of apparent defects, the affected products will be repaired or replaced by MICROWELD, subject to prior verification of the alleged defects and if they are attributable to MICROWELD within the limit of the contract price/service.

### **7.2**

MICROWELD guarantees its products against latent defects in accordance with law, usage and jurisprudence, and under the following conditions:

- the guarantee only applies to products that have become the property of the Client;
- it applies only to products manufactured entirely by MICROWELD;
- it is disclaimed if the products have been used under conditions of use or performance that were not foreseen or that do not conform.

## **ARTICLE 8 - WARRANTY DISCLAIMER**

MICROWELD's liability shall be disclaimed, in particular (but not limited to):

- for defects resulting from normal wear and tear of the product;
- for damage or accidents caused by the Client or third parties;
- in case of abnormal, atypical or non-conforming use of the product, or contrary to the standards, to the recommendations, standards and regulations, or the technical prescriptions relating to its use;
- in the event of specific adaptation or assembly of the products, whether abnormal or not;
- for defects and deterioration of the products delivered as a result of abnormal storage and/or preservation conditions at the Client's premises;
- for any damage of any kind attributable to deterioration of the products or misuse of the products and/or services by the Client or any third party.

The Client is the sole decision-maker as to the choice of products and services ordered.

MICROWELD shall not be liable for any loss of revenue, profits, contracts, data or other damages of any kind resulting from this choice.

In no event shall MICROWELD be liable for any consequential or indirect damages such as, but not limited to, loss of business, loss of profit, loss of opportunity, loss of business, or loss of profits.

In any event, MICROWELD's liability shall not exceed the price of the services sold.

## **ARTICLE 9 - INSURANCE**

The Client must take out at its own expense and maintain all insurance necessary to cover its responsibilities.

## **ARTICLE 10 - RETENTION OF TITLE CLAUSE**

The transfer of ownership of the products is suspended until full payment is made by the Client, of the primary amount, and related expenses, even if payment terms have been granted. Any clause to the contrary, in particular, included in the general conditions of purchase, shall be deemed unwritten.

By express agreement, MICROWELD may enforce its rights under this retention of title clause with regard to any of its claims on all of its products in the Client's possession, such products being contractually presumed to be those unpaid, and MICROWELD may take back or claim them as compensation for all unpaid invoices, without prejudice to its right to rescind outstanding sales.

The Client may not pledge or grant security interests in its inventory of products sold by MICROWELD and which remain unpaid. The Client shall oppose the seizure of products delivered under retention of title to a third party and immediately inform MICROWELD. In the event of non-payment, the Client shall not resell its inventory of products sold by MICROWELD to the extent of the quantity of unpaid products. MICROWELD may unilaterally, after notice of default of payment, may take an inventory of its products in the Client's possession and the Client agrees to allow free access to its warehouses, shops or otherwise for this purpose, ensuring that identification of the products is always possible.

In particular, in the event of the opening of safeguard, recovery or liquidation proceedings against the Client, MICROWELD reserves the right to reclaim its products.

This clause does not prevent the risks of the goods from being transferred to the Client under the conditions defined in Article 4.2 of the GTC.

## **ARTICLE 11 - INTELLECTUAL PROPERTY**

All intellectual property rights, as well as the know-how incorporated in the plans, projects, graphics, drawings, diagrams, studies and their results, models, prototypes, tools, pre-series and, in general, all documents supplied by MICROWELD, which are the result of its own research and development work, the products delivered and services performed, as well as all technical or commercial information provided in MICROWELD's offers, remain the exclusive property of MICROWELD and may not be reproduced or communicated by the Client to a third party without MICROWELD's prior written consent.

The Client shall refrain from any action that might prejudice intellectual property rights or industrial know-how. Data relating to products and services (including manufacturing data and procedures) are MICROWELD's expertise and are not included in the price of the products, unless expressly agreed between the parties.

## **ARTICLE 12 - CONFIDENTIALITY**

Throughout the duration of their business relationship, MICROWELD and the Client may exchange commercial, technical, financial or strategic information which is a business secret. They respectively agree to keep such information strictly confidential.

#### **ARTICLE 13 - PROTECTION OF PERSONAL DATA**

In accordance with the regulations in force on the protection of personal data, MICROWELD guarantees to each person (and in particular the Client and/or its agents) a right of access as well as a right to additional information, rectification, deletion and opposition to personal data collected by MICROWELD in the course of its commercial relationship with the Client.

The data controller is MICROWELD, which has appointed a Data Protection Officer, who can be contacted for any request at the following address MICROWELD, Parc Altaïs, 35 Rue Uranus, 74650 CHAVANOD.

The personal data collected will be processed and/or stored solely for the purpose of fulfilling the Client's orders or to comply with any legal obligations that MICROWELD may have.

To ensure the security and confidentiality of the personal data collected, MICROWELD will adopt technical security measures to prevent loss, misuse, alteration, damage, unauthorised access and/or theft of personal data.

#### **ARTICLE 14 - FORCE MAJEURE**

MICROWELD shall not be liable in the event of force majeure.

In particular, the following are considered as force majeure or unforeseen events absolving MICROWELD from its obligations: strikes of all or part of our company's personnel or its usual carriers, events qualified as epidemics or pandemics by the WHO, fire, flood, war, production stoppages due to unforeseen breakdowns, the inability to obtain raw material supplies, epidemics, snow thaw, roadblocks, supply disruptions as a result of causes not attributable to our company.

#### **ARTICLE 15 - JURISDICTION**

In the event of a dispute or difference between MICROWELD and the Client, the Client and MICROWELD agree to attempt to resolve the dispute or difference amicably within thirty (30) days of one of them sending a registered letter with proof of delivery stating the reasons for the dispute or difference and inviting the other to seek an amicable resolution.

If this attempt at amicable resolution fails within 30 days of the sending of this registered letter with acknowledgement of receipt, the dispute or litigation shall be submitted, at the initiative of the most diligent party, to the jurisdiction of the Commercial Court of the place of the registered office of MICROWELD.

#### **ARTICLE 16 - APPLICABLE LAW**

All matters relating to these GTC and to sales and contracts between MICROWELD and the Client, and more generally to the entire relationship between MICROWELD and the Client, are subject to French law, to the exclusion of all other laws, and, as a supplement, to the Vienna Convention on the International Sale of Goods.

#### **ARTICLE 17 - WAIVER**

The fact that MICROWELD does not invoke one or more of the clauses of the GTC at a given time does not constitute a waiver of the right to invoke the same clause(s) later.