

## General terms and conditions of sales:

Any order given involves the following general terms agreement, whatever the stipulations on the buyer's document are, unless specific and explicit permission agreed by us.

Our material, even when sent ex works, is considered as accepted and travels from our plant at the buyer's own risk. It is for him to appeal against forwarders who are only responsible.

The buyer has a eight clear day in which to pick up the material put at his disposal. After time we reserve the right to ship it, paid for by the buyer and at his own risk.

Unless explicit agreement, every tax, transport and handling costs resulted from the non-collection of the material by the buyer are assumed by him.

Our prices appearing on the pricelist and/or subjecting of a written quotation may be revised without any advance notice, when "firmly and non reviewable" non stated, depending on new rates and effective conditions at delivery time.

Any order will only be definitive and agreed after written acknowledgement from our head office.

In case of delay on the part of the buyer during data transmission necessary to the order execution, we reserve the right to change our prices and delivery times, or even cancel the order.

Any suspension or changing of the order, even when agreed by us, can involve a changing in the price and delivery time initially agreed, and can lead to additional costs.

In case of order cancellation or reduction registered by us, the buyer will owe us refund of costs incurred in the order execution, as well as the loss of earnings corresponding, estimated to 25% on an inclusive basis of the total cancelled or reduced amount.

Packing will be made at factory markup to a general costs ratio and won't be taken back.

Our delivery times, even if set up as exactly as possible, are only given as a rough guide. Therefore we will never owe late fee penalty, unless specific and explicit permission agreed by us at contract conclusion.

In case of force majeure, such as social conflicts, strikes, transport difficulties, fire, break of machine, rejects, inefficient suppliers, storms, blasts, etc. relieve us of our responsibility in the order execution and/or the delay of an order, whether the incident occurred at SID or at one of our suppliers.

No material can be sent back without our written agreement, stating at which conditions.

Studies, plans and projects we make remain ours, unless they are subject of a particular market.

They cannot be submitted to third parties nor carried out without our written agreement.

Our guarantee terms are included with our price offers.

Our guarantee is limited to replacement or repair of parts recognized as defective by us. Transport and performance costs are assumed by the buyer. Return costs with a view of doing an inspection will be paid by the buyer. We won't owe any compensation due to downtime of the defective parts.

Guarantee will be refused in the following cases:

- Failure in following assembly and use directions;
- Modification of our material with outside parts;
- Use of our material to other tasks than meant for in our specifications;
- Repairs made by foreign people without our agreement;
- Defective maintenance;
- Manœuvre mistake;
- Wearing effect.

Moreover, we are not responsible for any loss, damages and physical damages, whether they are direct or indirect, resulting from/or due to the use of the ownership of our material.

Our terms of payment are the following, unless specific written agreement:

- whether 10 days after the invoice date with a 1% discount;
- or payable within 30 days after the invoice date (according to agreement).

It is expressly understood that late fee penalties against the sales contract terms allow us to charge the buyer interest on arrears at the Banque de France official rate with a 2 point increase in our own right.

In case of drafts prorogation, fees and interests resulting from this prorogation will be assumed by the buyer.

When the credit of the buyer deteriorates, we reserve the right to require from the buyer guarantees that we consider suitable in order to execute properly what we undertook to do, even after the partial shipment of an order. Refusing to fulfill these terms give us the right to cancel part or totally of the order.

Notwithstanding any opposite stipulation in the general buying terms or any other commercial document, the purchaser accepts, unless explicit termination by him, that the property of the goods of the hereby order is only transferred to him after payment of the total price.

In the exercise of our retention of title clause, deposits paid by our buyer remain ours in case of as fixed damages.

However any risk will be transferred to the buyer as soon as the goods are ready to be picked up.

Our retention of title is supposed to have been accepted by our buyer by the fact he accepted the delivery.

The buyer promises to justify, when the seller requests that, having subscribed with one or several established and reputable companies insurance contracts that cover these risks, and especially accident consequences due to these goods or by them.

None payment of a single one bill at due day makes all other bills due for payment by right.

The jurisdiction place is: MULHOUSE (head office of the parent company).

Any litigation, whatever it is, is of explicit agreement of MULHOUSE courts explicit skills of whom jurisdiction is expressly given to, despite any other contrary stipulation that may appear on our co-contractor letterhead.

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