

GENERAL TERMS AND CONDITIONS OF SALE

JST France 2022

1. General

These General Terms and Conditions of Sale ("GTCS") in force on the order date are applicable to all products ("Products") and services ("Services") marketed by J.S.T France S.A.S, that has its registered office at rue de la Violette, ZI de Vitry-Marolles, 51300 Vitry-le-François, TCR Châlons-en-Champagne n° 342 967 080 ("Seller"), to any professional buyer ("Customer"). Any order for Products and/or Services, regardless of its origin, implies the Customer's unreserved acceptance of the GTCS, regardless of the clauses that may appear in the Customer's documents, notably its general terms and conditions of purchase, unless otherwise agreed in writing by the Seller.

The sale contract between Seller and Customer ("Contract") shall consist of the order, as accepted by the Seller, and these GTCS and, if applicable, any agreement between the parties regarding the sale of the Products and/or Services.

2. Offer

Offers are subject to availability, as specified when the order is placed.

In case of unavailability of the ordered Product and/or Services, the Seller will inform the Customer and may offer to provide it with a Product / Service of an equivalent quality and price.

Orders may be subject to a packing unit or minimum order.

The description of the Products and Services and/or illustrations, photographs are presented in the price lists / catalogues and on the Seller's website www.jst.fr. The Customer is required to refer to the description of each Product / Service in order to familiarize itself with the essential properties thereof before placing any order. The information given in the catalogues, prospectuses and Internet site is given only as an indication by the Seller that reserves the right to make any modification at any time and without notice. The Seller reserves the right, at any time, to modify or delete, notably for technical reasons, Products / Services appearing in its catalogues or commercial documents.

Because of the materials comprising the Products, their nature and their manufacturing processes, the dimensions, weights, packaging methods and various measurements indicated in the Seller's commercial documents are given for information purposes only and shall not give rise to any claim by the Customer, provided that any discrepancy noted is in accordance with the applicable practices within the profession.

3. Order

Any order shall only become final and the sale shall only be deemed to have been accepted if the Seller does not contest the order within 8 days of its receipt thereof. This acceptance is materialized by the Seller by any written means.

No order may be less than €700 ex-VAT, and an order may not be modified, cancelled or postponed, unless expressly accepted in writing by the Seller. The cancellation of an order will result in the payment of damages to the Seller according to the harm suffered.

4. Price

The prices appearing in the Seller's commercial documents are given only for information and are without guarantee of duration. The Seller reserves the right to modify at any time the price of its Products and Services, while specifying that in case of a price change, the applicable price will be the one in effect on the date of receipt of the order. Unless otherwise stipulated, the prices of the Products and Services are exclusive of all taxes, exclusive of transportation costs and delivered from the Seller's warehouses. All taxes and duties are to be paid by the Customer.

In the event of a price change, the Seller reserves the express right to modify its prices for orders in progress, of which the Customer declares its full awareness and acceptance. The Customer may cancel the order in case of disagreement, provided that the Customer informs the Seller within a maximum of five (5) days from the date of notification of the price revision. Otherwise, the Customer shall be deemed to have accepted the said modification.

5. Terms of payment

Invoices are issued by the Seller on the delivery date (shipment date or availability date depending on the incoterm) of the Product(s) to the Customer, or the performance date of the Services. Unless otherwise agreed between the parties, these invoices are payable within 60 days from the invoice date, by bank transfer to the address indicated in the invoice. No discount is granted for early payment. Notwithstanding the above, in the case of a first order, and unless otherwise agreed between the parties, the new Customer shall pay the amount of the sums due before shipment.

In case of late payment, the Seller may, without prejudice to its other rights and remedies and without the need for formal notice, (i) suspend or cancel outstanding orders, (ii) modify its payment terms, or (iii) require additional guarantees.

In addition, the Customer will be liable for late payment penalties from the day following the due date, by applying to the amount due an interest rate equal to the last interest rate on the main refinancing operation (MRO) of the European Central Bank increased by 10 percentage points and a fixed indemnity of €40 for collection costs, without prejudice to its right to claim any additional costs incurred for the collection.

The Customer shall refrain from carrying out any offset in order to pay the amounts due, with payment by offset being considered as a payment default.

The Seller also reserves the right to cancel all discounts and rebates granted to the Customer in the event of non-compliance with the payment terms.

6. Delivery

The transportation and delivery costs of the Products are the responsibility of the Customer.

Only the time limits in the order confirmation issued by the Seller can be met by the Seller. Only delayed delivery (excluding delays beyond the control of the Seller) of more than 30 days may give rise to compensation. This will be limited to 0.1% of the missing amount of the order (ex-VAT) per working day of delay starting from the 31st day of delay, up to a limit of 3% of the order amount or the undelivered part of the order. The Customer shall then make a written claim to the Seller, accompanied, if it considers that it has suffered harm due to this delivery delay, by all supporting documents as to the amount of this harm, so that the Seller can verify the validity thereof. In case of non-compliance with the rules specified in this article, the Seller shall not be entitled to make any claim for late delivery.

7. Acceptance

The Customer undertakes to check the conformity of the products delivered in relation to the order (number and quality) when receiving the products.

In case of shortage or damage in transit, the Customer shall comply with the provisions of article L 133-3 et seq. of the Commercial Code and mention all reservations or claims in detail (products concerned, quantity, breakage or shortage, etc.) on the delivery note or transport document, accompanied by its signature, and shall immediately inform the Seller in writing in order to enable the latter to exercise its rights of recourse against the carrier within the legal time limits and forms. In the absence of notification of reservations and immediate information of the Customer, the latter alone shall bear all of the consequences of the shortages or transport damage.

8. Product returns

Before any return of Products, the Customer must obtain the written agreement of the Seller, a return number and a procedure form to follow. Unless otherwise agreed between the parties, the transport and restocking costs shall be borne by the Customer and the Products shall travel at the Customer's risk. In case of non-compliance with this procedure, the Seller reserves the right not to take back the Products returned by the Customer.

Returns are to be made in their original condition and complete (packaging, any accessories) allowing their return to the market in new condition, accompanied by the purchase invoice. Damaged, opened, soiled or incomplete Products are not accepted.

9. Transfer of risk

The Products travel at the sole risk of the Customer in accordance with the Incoterm FCA Vitry-le François, Seller's premises (CCI 2020). Unless otherwise agreed, the Seller is only responsible for the loading of the Products if the Customer does not perform the loading itself or through an intermediary.

The risk of loss and deterioration of the products, as well as the risk concerning the damage that the products could cause, is transferred to the Customer immediately upon delivery of the products.

The Customer is expressly reminded of its obligation to insure all of the Products of which it is the owner and which are retained by the Seller.

10. Specific tools and equipment

The transfer of ownership of the specific tools must be expressly agreed in writing between the Parties. Otherwise, the specific tools remain the property of the Seller.

It is expressly agreed between the Parties that in case of payment default for any reason whatsoever, the Seller shall have a right of retention on all Products and equipment owned by the Customer.

11. Reservation of ownership

THE SELLER EXPRESSLY RESERVES THE OWNERSHIP OF THE PRODUCTS DELIVERED UNTIL THE **EFFECTIVE COLLECTION OF THE FULL SALE PRICE AND INTEREST, COSTS AND ACCESSORIES**. IN CASE OF NON-PAYMENT BY THE CUSTOMER FOR THE PRODUCTS ON THE DUE DATE, THE SELLER MAY, WITHOUT LOSING ANY OF ITS OTHER RIGHTS, REPOSSESS THE PRODUCTS AND REQUEST FOR THIS PURPOSE THAT THE CUSTOMER RETURN THE PRODUCTS TO THE SELLER, AT THE CUSTOMER'S EXPENSE AND RISK.

The Customer shall insure the products against all risks, with a solvent insurance company, and shall inform the latter that in case of a claim, the Seller shall be subrogated to its claim in all rights that the insured party may

have vis-à-vis the insurer.

To this end, the Customer hereby transfers all possible benefits to the Seller and provides the latter with all powers to serve this subrogation if necessary and to collect the amount of the compensation.

This reservation of ownership clause is applicable in case of recovery or legal liquidation and in these cases, the claim for the products will be able enforceable within the time limits fixed by the Law.

The Seller authorises the Customer, as part of the performance of its activity, to resell the products which are the subject of this clause. In this case, the Customer undertakes not to assign its claim on the sub-purchaser to anyone other than the Seller until the price has been paid in full. In case of resale, the Customer undertakes to pay the amounts due to the Seller as soon as payment is made by its own Customer. This authorisation to resell will lapse in the event of cessation of payment by the Customer.

12. Complaint - Warranty

The Seller shall make every effort to market Products of impeccable quality. In this respect, the Seller guarantees the conformity of the Products relative to the specifications mentioned in the documentation pertaining to the Products (technical data sheets, catalogues or specifications defined between the parties) as of their delivery. Upon receipt of the Products, the Customer must ensure that they correspond to its order. Any complaint for non-conformity or defect must be sent to the Seller within 48 hours of receipt of the Products, without prejudice to the measures to be taken with respect to the carrier in case of loss or damage related to transport. After this period, the Products shall be deemed to be in conformity with the order and no claim for replacement, repair, compliance or payment of compensation shall be accepted by the Seller, that shall be released from any liability in this respect.

In any event, the Seller's warranty is strictly limited to the free replacement of Products that are found to be non-conforming or defective, to the exclusion of any other damages for any cause or harm whatsoever. Likewise, complaints relating to Products that have undergone transformations or modifications subsequent to delivery shall not be admissible.

It is expressly recalled that:

- No warranty applies to a specific use of the Products or Services if it has not been defined by the Parties,
- No warranty applies for the life of the Products or Services unless otherwise agreed by the Parties.
- No warranty applies with regard to wear and tear or abnormal use of the Products and in particular in case of use not in conformity with their destination, deterioration resulting from accident, external event, fortuitous event or force majeure, negligence, unsuitable storage, lack of supervision or maintenance,
- No warranty is given as to the conformity of the Products and Services in the countries in which they are used.

13. Seller's liability

To the fullest extent permitted by law, the Seller's liability relative to any order shall in any event be limited to the net amount of any sums received by the Seller in respect of such order. In no event shall the Seller be liable for any direct or indirect, commercial or consequential damages (including, without limitation, any loss of profit, savings, business interruption or any damages arising from a third party claim). In accordance with article 1245-14 of the Civil Code, any liability of the Seller is also expressly limited for any damage caused by a defective Product to property intended for professional use under the conditions indicated in this paragraph.

The Customer acknowledges that the Seller's prices reflect the exclusions and limitations of liability and warranty set forth in the Contract and that Customer shall accordingly assume or obtain insurance for any damages or losses related to such exclusions and limitations. These exclusions and limitations are also applicable to the recourse of the Customer's insurers, whether direct or subrogatory.

14. Intellectual property

All of the catalogues and site and each of the elements comprising them are the exclusive property of the Seller. The Customer shall not use the trademarks, trade names, logos, graphic representations and descriptions relating to the Products for the purpose of promoting or advertising the Products without the express prior consent of the Seller.

In the context of the development and implementation of the Customer's order, all intellectual property rights remain the property of the Seller. The payment of the price does not imply the transfer of intellectual property rights.

The Customer thus undertakes (i) not to reproduce the Products and/or Services, (ii) not to modify or alter the Products and/or Services, (iii) not to seek to know the manufacturing secrets used in the development of the Products and/or Services, (iv) not to transfer, lend and/or grant rights to the Products and/or Services to third parties, (v) not to exploit the Products and/or Services beyond the scope of the rights granted to it under specific conditions, (vi) and more generally, not to infringe, on any grounds whatsoever, the Intellectual Property Rights and know-how of the Seller, including the rights pertaining to the Products and/or the Services

15. Force Majeure

The Seller may be released from all or part of its obligations without being entitled to claim damages if fortuitous events or force majeure prevent or delay the delivery of the Products. In addition to the cases defined by law, the following cases constitute a case of force majeure: strikes, social unrest, shortages of raw materials or energy, wars, embargoes, natural disasters, acts of God, accidents, delays or other transport problems or changes to the regulations applicable to imports or exports, epidemics, pandemics, major health crises, active circulation of a virus, the implementation of measures recommended by administrative bodies in the context of a health crisis, administrative closures, whether these events occur at the Seller's premises or those of its subcontractors / suppliers.

Should a case of force majeure occur, the Seller undertakes to inform the Customer in writing as soon as possible. The contract binding the Seller and the Customer shall then be suspended by operation of the law without compensation of any kind from the date of occurrence of the event to the date of its termination.

16. Personal data

In accordance with the provisions of the General Data Protection Regulation or "GDPR", the Seller informs the Customer that in the context of the establishment and monitoring of the contractual relationship between the Seller and its Customers, the Seller may collect and process personal data concerning it and/or its employees. The provision of personal data is required in order to (a) establish and monitor the contractual relationship between the Seller and the Customer, to implement the contractual commitments entered into and more generally to meet the obligations arising therefrom, (b) meet and fulfil all administrative, accounting and tax formalities relating thereto, (c) comply with the applicable legal and regulatory provisions, (d) provide the management.

The personal data relating to the Customer and/or its employees are intended for the Seller's internal departments and may be communicated to third parties for the needs of the above-mentioned purposes, such as the companies in the group that includes the Seller, the tax and/or social security authorities, its accounting and/or legal service providers and, more generally, its partners that need to know the data in question for the needs of the above-mentioned purposes.

The personal data will be stored and processed within the European Union.

The Seller retains the personal data collected in its systems for a period limited to that which is necessary for the purposes for which they are processed, and/or to comply with specific regulatory or contractual obligations. The data in question are then, depending on the case, deleted, anonymized or archived.

In accordance with the GDPR, the Customer and/or its employees whose personal data are processed have a

right of access, rectification and deletion of the information concerning them, a right of opposition and withdrawal of their consent if the processing of data concerning them is based on consent, as well as a right to be forgotten and/or limitation of processing using the personal data concerning them, within the limits and conditions defined in the GDPR. These rights can be exercised at the following address: rue de la Violette, ZI de Vitry-Marolles, 51300 Vitry-le-François. In addition, the data subjects have the right to lodge a complaint with the CNIL.

Reciprocally, the Customer undertakes to process the personal data of the Seller's employees in strict compliance with the provisions of the GDPR.

17. Miscellaneous provisions

If any provision of the GTCS is declared invalid or ineffective in any way and for any reason, this shall not affect the validity of the remaining provisions of these GTCS and the parties shall consult with each other in order to replace the invalid or ineffective provision with another provision having the closest possible economic effect. The failure of either party to exercise, in whole or in part, any right, power or privilege conferred upon it hereunder shall not be deemed to constitute a waiver of such right, power or privilege, which may be exercised at any time.

Notwithstanding the provisions of article 1221 of the Civil Code, the Parties agree that in case of a default by either Party relative to its obligations, the defaulting Party shall not be entitled to enforce such default, except for payment obligations.

By way of express derogation of the provisions of article 1222 of the Civil Code, in the event that either Party fails to fulfil its obligations, the Party suffering the failure may not itself have the obligation performed by a third party.

In the event of a change of circumstances unforeseeable at the time of the conclusion of the contract, in accordance with the provisions of article 1195 of the Civil Code, the Party that has not agreed to assume the risk of excessively onerous performance may request renegotiation of the contract from its contractual partner. The other Party agrees to respond to such a request in good faith and within eight (8) days thereof. The Parties shall make every effort to reach an agreement as soon as possible.

18. Applicable Law and Jurisdiction

The Contract is subject to French law, to the exclusion of the Vienna Convention of 11 April 1980.

In the event of a dispute concerning these General Terms and Conditions of Sale or any orders placed, the Parties shall endeavour, in good faith, to resolve the dispute amicably within fifteen (15) days of notification of the existence of a dispute by one of the Parties to the other.

Any dispute relating to this contract will be subject to the exclusive jurisdiction of the courts of Chalons-en-Champagne, including, but not limited to, any dispute relating to its interpretation, validity, execution or termination, and any summary proceedings or provisional or conservatory measures, notwithstanding any plurality of defendants, any appeal in warranty or intervention, any other recourse by third parties or any counterclaim.