

GENERAL TERMS AND CONDITIONS OF SALE

CHAPTER ONE: PROVISIONS COMMON TO ALL SALES AND SERVICES

1-1 These General Terms and Conditions of Sale (GTCS) define the rights and obligations of the company LE, hereinafter referred to as "the supplier", and its customers. Consequently, they constitute the legal basis of sales contracts for all provisions which have not been the subject of a specific express agreement. They supersede any clause to the contrary formulated in any way whatsoever, except with the express agreement of LE. The partial or total non-application of the present provisions may not be considered as a renunciation by LE to avail itself of them, except with the latter's express and written agreement.

These General Terms and Conditions of Sale are also available for consultation on the www.lendoin.fr website. They may be communicated in writing to any customer on request. They apply to any sale of products or provision of services, where applicable, with the application of specific and/or additional provisions, determined according to the nature of the product or service, as specified in chapters two and three below.

1-2 In addition to the cases of force majeure commonly accepted by the Jurisprudence, LE shall be released from all obligations towards its customer, without any compensation being able to result therefrom, in the event of a shortage of materials, breakdown of equipment, interruption in the transport and supply of raw materials, affecting it or its suppliers, subject however to LE being informed by registered letter with acknowledgement of receipt, within two days of the occurrence of the facts. The cessation of the manufacture of a product by its suppliers shall also be considered as a case of force majeure, releasing LE from any obligation towards its customer, without any compensation being payable. In such a case, LE must inform its customer by any means within 15 (fifteen) days following the date on which the information was brought to its attention. The occurrence of a case of force majeure exonerates LE from any liability for non-execution and consequently from the payment of damages and/or late penalties.

1-3 All oral or written information (technical data and documentation, drawings, plans, diagrams, commercial and financial documents, commercial proposals, offers and quotations) which may be communicated by one party to the other is subject to an obligation of confidentiality. Any disclosure is subject to the express prior agreement of the party that transmitted it.

1-4 As reminded by the account opening request form and by the present document, the transfer of ownership of the goods sold shall only take place after full payment of the amount of the invoice issued, in accordance with the provisions relating to the application of the ownership reserve clause, resulting in particular from the Law of 12 May 1980. Consequently, LE retains ownership of the goods delivered until full payment of the price, ancillary costs and taxes, in accordance with the provisions of the Law of 12 May 1980. However, the transfer of risks affecting the goods takes place as soon as the goods leave the premises of LE. In the event of non-payment, the return of the goods may result either from a formal notice sent by registered letter with acknowledgement of receipt, or from a bailiff's summons, or from a contradictory inventory carried out at the first request of LE, to which the purchaser already undertakes not to evade. In the event of resale or transformation of the goods, the customer undertakes to assign until payment of the invoices of LE, all or part of the debts that it holds on its own debtors, even if it means to notify the latter of the subrogation of debts granted by it, at the simple request of LE and this, up to the value of the goods subject to the retention of ownership.

1-5 A commercial collaboration between LE and its customers implies that certain data of a personal nature, such as the surnames, first names, telephone number and e-mail address of its interlocutors are listed within the structure. The establishment of a commercial relationship consequently implies acceptance by the customer and its employees of the conservation and use by the employees of LE of the personal data thus collected. It is recalled that the customer has a right of access, deletion of data, limitation of processing, withdrawal of its consent, portability, opposition to the processing of its data, as well as the right to send any instructions tending to conservation, to exercise their rights, customers should write to Mrs Anne THIBAUDIER, data controller, 8 to 10 rue de Tamas DIDOT ARBENT, together with a photocopy of an identity document bearing their signature. The customer may also lodge a complaint with the CNIL (www.cnil.fr). The customer shall inform his employees of these options.

1-6 If these general terms and conditions of sale are translated into a foreign language, the French version shall prevail.

1-7 Any dispute or difference arising from the present General Terms and Conditions of Sale shall be submitted, unless otherwise provided by law, to the courts in the jurisdiction in which the registered office of LE is located. These GTCS and the contracts shall be governed by French law, the provisions of the Vienna Convention on Contracts for the International Sale of Goods being expressly excluded.

CHAPTER TWO: SPECIFIC OR ADDITIONAL PROVISIONS RELATING TO THE SALE OF CONSUMABLES

2-1 Orders placed by customers are deemed to be firm. However, LE shall only be bound by the conditions of its acceptance confirmed within a period of 15 (fifteen) days. In the absence of any confirmation or objection by LE within the aforementioned period, the order shall be deemed to have been accepted by the latter. The same shall apply in the event of execution of the order by LE, prior to written confirmation, in the case of customers with an open account. Any additional order received subsequently requires written confirmation from LE.

2-2 The risks incurred or caused by the goods shall in all cases be transferred to the customer, including in the case of sale with retention of ownership, on departure from the premises of LE. The cost, charge and organisation of transport shall be the responsibility of the customer, unless otherwise agreed. It is therefore reminded:

- That deliveries of goods are made under the 2020 incoterm "EW", unless expressly agreed otherwise in advance by "LE".
- That all transport carried out, at the customer's request, according to an express formula remains entirely at the customer's expense.

2-3 Delivery times are always deemed to be provided by way of indication. Any delay in delivery shall not constitute grounds for rescinding the sale, nor a cause for awarding damages, unless otherwise agreed in advance by LE. For customers who do not have an account with LE, preparation of the goods is subject to prior payment of the amount of the order. It is the responsibility of the recipient to exercise any recourse against the carriers and to issue, upon delivery, any necessary reservations, stating the reasons therefore.

In the event that LE itself ensures the delivery of the goods, detailed and substantiated complaints must be made immediately upon delivery. In the event that delivery to the address indicated by the customer could not be made, in particular for reasons relating to the organisation of the latter, all of the costs that would result from a second delivery and presentation of the goods would remain the exclusive responsibility of the said customer.

2-4 It is the customer's responsibility to check, within two days of receipt, that the goods delivered and accepted on the basis of a delivery note signed by the customer or his representatives or any other person authorised to do so, correspond to those ordered (characteristics, quality, etc.), are in conformity and free from visible defects or any other fault; this time limit is reduced to 24 hours in the case of quantities delivered and whether they correspond to those indicated on the order form. Once these deadlines have passed, no claims will be accepted. It is reminded that the quantities delivered, when assessed in linear metres or in weight, are subject to variation of plus or minus 10% without the customer or LE being able to request a revision of the agreed price or refuse delivery.

In any event, the liability of LE shall be limited to the replacement or completion of non-conforming, vitiated, defective or missing goods to the exclusion of any other prejudice.

Under no circumstances shall LE be held liable for any additional costs such as storage costs, transport costs, compensation of any kind for total or partial immobilisation of production and more generally for compensation for any loss of any kind whatsoever.

2-5 Except in the case of detailed and precise specifications, the customer alone assumes responsibility for the technical choice of products and the use it intends to make of them. Consequently, it shall be the responsibility of every customer to ensure, on the one hand, the technical choice of the products ordered from LE and the suitability of the said products acquired with the use it intends to make of them and, on the other hand, the specific conditions of application or use of the product. LE may not, in this respect, assume any obligation to provide advice, in the absence of knowledge of the end use of the product. The customer alone shall assume the responsibilities that may result therefrom. The customer is reminded that, on request, technical and safety data sheets concerning the products marketed by LE are available. The liability of LE may not, in particular, be incurred in the event of a primary or secondary effect on any material and object used or in contact with the products delivered, effects resulting, in particular, from insufficient definition of the desired technical specifications by the customer. The limitation of liability clause also applies in the context of the provisions relating to liability for defective products.

2-6 With regard to the legal guarantee for hidden defects referred to in article 1641 et seq. of the Civil Code, it is recalled that this is subject to full payment of the price, and does not apply to apparent defects. With regard to the guarantee of conformity, if defects of conformity are noted by LE, the latter, at its discretion, may either proceed with the replacement of the products affected by a hidden defect or proceed with their reimbursement, to the exclusion of any other compensation, damages or compensation for any reason whatsoever, such as in particular the immobilisation of the equipment or indirect prejudice such as line stoppages, it being specified that, firstly, the conformity guarantee does not apply in the event of normal deterioration due to wear and tear, secondly the guarantee of conformity implies the possibility for LE to have the offending products inspected or appraised, thirdly, the guarantee of conformity does not apply to products in the event of modifications or technical repairs carried out by the customer and/or in the event of non-conforming use of said products and/or a lack of maintenance and/or storage, fourthly, the guarantee of conformity is subject to LE being informed by the customer within two working days following the observation of the defect of conformity, accompanied by the elements enabling the nature and reality of the alleged defect to be apprehended.

Whatever the nature of the reservations made, LE may not be held liable for additional costs, such as transport costs, compensation of any kind, in particular for total or partial immobilisation of production.

2-7 Any return of goods must be authorised in advance by LE, and be the subject of a "returns note" mentioning the references (delivery note or invoice) and drawn up within a maximum period of eight days.

2-8 Invoices are payable at the registered office of LE, the date of payment being fixed at 30 days from the date of issue of the invoice, without any rebate, cashback or discount. However, LE may require cash payment with the order or the payment of a deposit, in particular, in the following cases:

- Reduction or cancellation of the guarantee that may be recognised by credit insurance organisations,
- Communication of unfavourable information on the customer's financial situation by specialised financial institutions,
- Failure to open an account with LE,
- Order of an exceptionally large quantity of products.

In the event of an order being cancelled, with the express agreement of LE, the deposit paid shall remain the property of the latter, without prejudice to any damages.

With regard to the opening of an account, it is specified that this is subject to an express request from the customer and to the agreement of LE, which reserves the possibility, if necessary, to refuse the opening thereof. LE also reserves the right, at any time, to close the account opened in the customer's name:

- Subject to one month's notice,
- Immediately in the event that the customer exceeds the maximum limit of outstanding amounts granted to him; outstanding orders and unpaid invoices accumulated, or in the event of reduction or withdrawal of the guarantee that may be granted by credit insurance organisations or the communication of unfavourable information on the customer's financial situation by specialised financial organisations.

In the event that payment is made after the date fixed above and/or the date stipulated on the invoice, the customer shall be liable, without formal notice being required, for a penalty of an amount equivalent to that which would result from the application of a rate equal to three times the legal interest rate, this penalty not being less than the interest rate applied by the European Central Bank to its most recent refinancing operation, increased by 10 percentage points. In addition, the Company LE shall apply, in addition to the aforementioned late payment penalties, an indemnity for recovery costs equal to the costs incurred in recovering its debt. The said indemnity may not, in any event, be less than the amount of the regulatory minimum indemnity set at 40 Euro.

In the event of payment and/or delivery by instalments, non-payment of an instalment shall give LE the right to withhold future deliveries. The customer shall refrain, in the event of a dispute relating to the delivery of goods, from withholding payment of invoices which it may owe to LE. The said invoices must, consequently, be honoured on the due date. The prices applicable to orders with successive delivery may be specified according to variations in the prices of raw materials entering predominantly into the composition of the products ordered. These price variations will be assessed in relation to regularly published indices and according to stipulations expressly accepted by both parties. Prices may also be revised in the event of a currency revaluation.

Any unjustified complaint relating in particular to the nature, quality or quantity of the goods delivered shall be subject by LE to additional invoicing for administrative costs of 100 Euro.

CHAPTER THREE: SPECIFIC OR ADDITIONAL PROVISIONS RELATING TO THE SALE OF MACHINERY, PACKAGING EQUIPMENT, PERIPHERAL EQUIPMENT AND/OR RELATED SERVICES

3-1 The offers made by LE as well as any modifications that may be made thereto during the course of negotiations may only be deemed to be firm subject to their formulation in writing and their validation by an authorised representative of the seller. Their validity is limited to a period of 30 (thirty) days. The offer thus submitted, which will include the terms of the technical specifications drawn up by the customer, must be expressly validated by the customer by returning it signed, his signature being preceded by the words "good for acceptance".

Please note that:

- LE is only bound by the technical and performance indications appearing in the specifications drawn up by the customer and which it will have accepted. The customer assumes sole responsibility for the technical choice of equipment and the use it intends to make of the equipment and/or installation. Consequently, it is the responsibility of every customer to ensure, on the one hand, the suitability of the product acquired from LE with the use it intends to make of it, and on the other hand, the specific conditions of use of said product. The Company LE may not, in this respect, assume any obligation of advice,

- Lead times are indicative, since they depend on the availability of components used in the manufacture of the equipment, on the customer's acceptance of the offer and are subject to the customer's compliance with the payment schedule.

- LE may modify certain elements used in the manufacture of the equipment, unless these have been expressly referred to in the validated specifications, provided however that the technical performance expected of the equipment is not called into question.

- The installation and commissioning of the equipment, the supply of consumables and the training of the customer's personnel required to work on the said equipment will give rise to a specific quotation if these services are not expressly included in the initial offer.

- It is the customer's responsibility, prior to the arrival of the equipment at its destination, to ensure that the instructions relating to the conditions of installation of the equipment, which were previously communicated to it by LE, have been implemented (provision of flows and handling equipment, completion of the prevention and safety plan, etc.).

- It is the customer's responsibility to take care of the packaging elements of the equipment.

3-2 Any modification or addition to the sales contract requires a new written offer from LE.

This offer must be the subject of a new written agreement. The same applies to peripheral or complementary equipment, which is the subject of a separate offer.

3-3 The cost, charge and organisation of transport are defined according to the incoterm selected in the offer accepted by the customer. If this is not the case, the transfer of risks, including in the case of sales with reservation of ownership, takes place at the place of delivery, i.e. the factory specified in the offer, and the equipment will be deemed to have been made available by "unloaded delivery". If, for reasons specific to the customer, the equipment cannot be delivered, the transfer of risks will take place on the date scheduled for delivery. In any event, it is the responsibility of the recipient of the equipment to exercise all recourse against the carriers in accordance with the provisions of the French Commercial Code, to make any necessary reservations upon delivery, stating the reasons, and to take out an insurance policy covering the equipment sold, until the transfer of ownership.

3-4 Delivery times are always deemed to be given as an indication. Any delay in delivery shall not constitute grounds for rescinding the sale or for awarding damages, it being recalled that the execution of the order is subject to the customer's compliance with the payment schedule, in particular the payment of the initial deposit. However, LE shall ensure that it applies the indicative delivery times specified in the offer. In the event that LE itself ensures the delivery of the goods, detailed and substantiated complaints must be made immediately upon delivery.

In the event that delivery to the address indicated by the customer could not be made on the planned date, in particular for reasons relating to the organisation of the latter, all costs resulting from a second delivery and presentation of the goods shall remain the exclusive responsibility of the said customer. LE reserving, in addition, the possibility of invoicing storage costs.

3-5 Depending on the conditions of the contract, accepted by the parties, prior acceptance may be organised on the premises of LE. Failing this, acceptance will take place on the customer's premises, indicated in the offer, on the agreed date. At the end of the assembly, fitting and connection operations, a test will be carried out using components made available by the customer in order to ensure that the equipment is functioning correctly, it being specified that any malfunctions noted on this occasion may be the result of various parameters unfavourable to the customer.

Installation sold. An acceptance report will be drawn up by the parties, acknowledging the conformity of the equipment and confirming that there are no apparent defects or faults affecting it. If the customer has any reservations, these will be noted on the acceptance report and an action plan defined. In such a case, the removal of reservations shall be formalised by an indication on the voucher drawn up by LE, as and when interventions are carried out to remove the reservations.

The equipment sold by LE is CE certified. However, it is the customer's responsibility to carry out all the regulatory procedures required, in particular relating to the obligation of certification or compliance with safety rules when the said materials are combined with others from different manufacturers.

3-6 Invoices are payable at the registered office of LE, without rebate, cashback or discount. Payment must be made in accordance with the terms set out in the offer. The same applies to peripheral and/or complementary products.

In the event that the order is subsequently cancelled and accepted by LE, the deposit shall remain the property of the latter, without prejudice to any damages and interest.

In the event that payment is made after the agreed date, the customer, after formal notice, will be liable to pay a penalty equivalent to that which would result from the application of a rate equal to three times the legal interest rate, without prejudice to the costs and fees which may result from the intervention of a debt recovery company. This penalty may not be less than the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points. Furthermore, LE shall apply, in addition to the aforementioned late payment penalties, an indemnity for collection costs, equal to the costs it will have incurred to collect its debt; this indemnity may not in any event

be less than the amount of the regulatory minimum indemnity, set by decree, i.e. 40€.

It is recalled:

- That in the event of payment by instalments, non-payment of an instalment shall entail forfeiture of the term at the sole initiative of LE.

- That in the event of delivery by instalments, non-payment of a single instalment shall entail for LE the right of retention on future deliveries.

- That the sums due under the sale may not give rise to any compensation whatsoever, except with the prior and express agreement of LE.

- That, in the event of a dispute concerning the delivery of equipment, the customer shall refrain from withholding payment of any invoices it may owe. Invoices must therefore be paid on the due date.

3-7 The transfer of ownership of the equipment sold shall only take place after full payment of the amount of the invoice issued in accordance with the provisions relating to the application of the ownership reserve clause. The transfer of risks affecting the goods shall however take place as soon as they leave the premises of LE, unless otherwise provided for in the offer. LE consequently retains ownership of the goods delivered until full payment of the price, ancillary costs and taxes in accordance with the provisions of the Law of 12 May 1980. In this respect, the customer shall refrain, prior to payment of the sums due, from pledging the equipment or supporting a pledge or any other security, from reselling the said equipment during the period of ownership reserve, from modifying its geographical location outside the installation premises provided for in the offer, and undertakes to inform LE immediately of any measures that may be taken by third parties likely to call into question the ownership rights of LE, such as, in particular, seizure and confiscation. In the event of non-payment, the return of the goods may result either from a formal notice sent by registered letter with acknowledgement of receipt, or from a contradictory inventory, or from a bailiff's summons, the customer not being able to evade this.

3-8 The equipment sold may benefit from a contractual guarantee, the terms of application of which are specified within the framework of the offer presented by LE.

Apart from the possible existence of a contractual guarantee, LE is only liable for the legal guarantee against hidden defects and/or the legal obligation to deliver compliant equipment.

With regard to the legal guarantee against hidden defects referred to in Article 1641 et seq. of the French Civil Code, it should be noted that this is subject to full payment of the price and does not apply to apparent defects.

With regard to the guarantee of conformity, if defects of conformity are noted by LE, the latter may, at its discretion, either repair the product or the part of the product that does not conform, or replace it, or reimburse it, to the exclusion of any other repair, damages or compensation for any reason whatsoever, such as in particular the immobilisation of the equipment or indirect prejudice such as line stoppages, it being specified that:

- The guarantee of conformity does not apply in the event of normal deterioration due to wear and tear.

- The conformity guarantee implies the possibility for LE to have the equipment at issue or part of the equipment inspected or appraised.

- The guarantee of conformity does not apply to equipment whose geographical location has been modified and/or in the event of modifications or technical repairs carried out by the customer and/or in the event of improper use of the equipment and/or a lack of maintenance.

- The guarantee of conformity is subject to the customer informing LE within 2 (two) working days following the observation of the lack of conformity, accompanied by the elements enabling the nature and reality of the alleged defect to be apprehended.

With the exception of the legal guarantees referred to above, i.e. the legal guarantee against hidden defects or the obligation to deliver a product in conformity, it is the customer's responsibility to check, within 2 (two) days of delivery, that the equipment delivered conforms to that which was ordered (characteristics, quality, quantity, dimensions, etc.) and that it is free from any apparent defects or faults.

If the customer has any reservations about the quantity or quality of the delivery, he shall refrain from modifying or using the products delivered, even partially. Otherwise, no claim will be accepted.

Once the abovementioned deadlines have passed, no claims will be accepted. The same applies if the products have been modified or used within this period.

Whatever the nature of the reservations made, LE may not be held liable for additional costs, such as transport costs, compensation of any kind, in particular for total or partial immobilisation of production.

3-9 In the event of the occurrence of an unforeseeable event within the meaning of Article 1195 of the French Civil Code which renders the performance of the contract excessively onerous for one of the parties, the latter may request renegotiation. This will be the case if the costs borne by one of the parties exceed 30% of the accepted offer. If no agreement can be reached within 2 (two) months of the request for renegotiation notified by registered letter with acknowledgement of receipt, either party may request the court to revise the contract or terminate it, without compensation for either party.