

GENERAL TERMS AND CONDITIONS OF SALE DORMER PRAMET FRANCE

-English version- (Translation only, in case of any conflicts, local language version shall prevail)

PRELIMINARY ARTICLE

These General Terms and Conditions of Sale (hereinafter referred to as "GTC") apply automatically to all product orders (hereinafter referred to as "Products") placed with SANDVIK TOOLING France, DORMER PRAMET Division, (hereinafter referred to as "D.P.") by any buyer (hereinafter referred to as "Buyer") within the framework of contracts handled by DP, and to all sales made by DP, notwithstanding any contrary clause or condition from the Buyer. Consequently, any order placed with DP, regardless of its origin, necessarily implies, as an essential and determining condition, the full and unreserved acceptance by the Buyer of these GTC, which constitute the sole basis of the commercial negotiation, in accordance with the provisions of Article L. 441-1, III of the French Commercial Code. All contrary conditions, and notably all general or specific conditions emanating from the Buyer, including its possible purchasing conditions and all purchase orders, are therefore unenforceable against DP, unless with prior written agreement from DP. In case of contradiction between the purchasing conditions and/or contractual provisions proposed by the Buyer and the provisions of these GTC, the latter shall prevail. The fact that DP does not, at any given time, invoke any of these GTC cannot be interpreted by the Buyer as a waiver by DP to invoke them later. These GTC may be modified at any time, it being understood that any eventual modification will be notified to the Buyer one month before the application date of the new GTC, except for modifications affecting DORMER PRAMET's pricing conditions.

1. ORDER PLACEMENT

1.1. Any written proposal from DORMER PRAMET remains valid for a period of fifteen (15) days from the date the proposal is sent to the Buyer, unless otherwise stipulated.

1.2. Any written proposal from DORMER PRAMET, as well as any order addressed to DORMER PRAMET, will only become firm after written confirmation of said proposal or order by the latter, delivery in any event constituting acceptance. Should the Buyer wish to make observations on the order confirmation, these observations must be made without delay from the date of this order confirmation.

1.3. In accordance with commercial practices, DORMER PRAMET reserves the right to deliver quantities greater or lesser than those specified in the written proposal or order, within a limit of 10%, unless otherwise stipulated.

1.4. The Buyer is required to respect DORMER PRAMET's packaging units. Otherwise, DORMER PRAMET reserves the right to modify the quantities in accordance with its packaging units.

1.5. Any cancellation or modification of an order by the Buyer must be notified by the latter to DORMER PRAMET and must be subject to prior, express, and written acceptance by DORMER PRAMET, which reserves the unilateral right to refuse it. No cancellation or modification of the order will be enforceable against DORMER PRAMET once the order has entered special manufacturing or has been partially or totally delivered.

1.6. In case of Buyer insolvency, DORMER PRAMET reserves the right to require the Buyer to pay the order amount before shipping the Products. DORMER PRAMET reserves the right, even during the execution of the order, to require a guarantee for the proper fulfillment of commitments, any refusal authorizing the cancellation of all or part of the orders placed. It also reserves the right to refuse any order deemed abnormal for any reason whatsoever or placed in bad faith, or in case of the Buyer's breach of any of its obligations or if the effect would be to contravene the spirit of these GTC.

2. PRICES

2.1. The prices of the Products are set by our price conditions in force on their shipping date, unless otherwise notified. The prices communicated to the Buyer are net, exclusive of taxes, and do not include the transport costs of the Products from DORMER PRAMET's warehouses to the delivery location indicated in the order placed by the Buyer. These remain the responsibility of the Buyer. Shipping costs are fixed at a flat rate of 18.30 euros excluding VAT. These shipping costs are subject to change. DORMER PRAMET will inform the Buyer one month before the application date of these new shipping costs. Any order below 150 euros excluding VAT will incur administrative fees of 25 euros excluding VAT.

2.2. Prices are subject to revision at any time with a notice period of six (6) weeks before their application date, in order to account for changes in costs incurred by DORMER PRAMET or its suppliers. By exception, and in the event of exceptional increases in the manufacturing and marketing costs of the products: increase in the price of raw materials used in product manufacturing, transport costs, or packaging of energy costs, DORMER PRAMET may unilaterally increase its prices, with a notice period of four (4) weeks before their application date. DORMER PRAMET must justify this exceptional increase in manufacturing and/or marketing costs based on objective elements that it will bring to the Buyer's attention. Any Buyer who places an order after the new prices come into effect is deemed to have accepted them, and these prices shall prevail over any possibly divergent information that may appear in the order.

2.3. The prices, technical data, and other information appearing in our catalogs, brochures, and/or price lists are indicative, unless otherwise stipulated. Any samples provided by DP should be considered as specimens whose conformity with the delivered Products is not guaranteed.

3. CONTROL, VERIFICATION, AND TESTING MEASURES

3.1. Before delivery of the Products, DP undertakes to verify their conformity with the contractual stipulations.

3.2. All controls, verifications, and tests, as well as any documentation requested by the Buyer concerning the quality of the Products, will be at the Buyer's expense, unless otherwise stipulated.

4. DELIVERIES

4.1. Deliveries are made by DORMER PRAMET based on available stock and the order in which orders are received. DP reserves the right to make partial deliveries, without any penalty of any kind being applicable to it.

4.2. Products are delivered in standard packaging. DORMER PRAMET reserves the right to modify standard packaging without prior notice. Any special packaging (maritime or other) will be subject to additional invoicing.

4.3. Delivery times are given for purely indicative purposes and without guarantee. These delivery times are calculated from the day of receipt of the order by DORMER PRAMET and are considered met if the Products have left our factories, stores, or warehouses by the agreed date, or are subject, on that date, to a request for inspection, verification, or testing from the Buyer.

4.4. If DORMER PRAMET or the Buyer believes it is unable to perform or receive delivery within the indicative times given, or if a delivery delay appears probable, each party undertakes to inform the other party without delay and to communicate a new delivery time.

4.5. If the delivery delay is attributable to DORMER PRAMET and this delay causes a considerable prejudice that D.P. had foreseen or should have foreseen, the undelivered Buyer may cancel their order for the undelivered Products, without prejudice to the stipulations mentioned hereinafter regarding the compensation for their prejudice.

4.6. If the delivery delay is attributable to the Buyer, D.P. reserves the right to extend the delivery time for a reasonable period given the circumstances. In this case, D.P. will issue a delivery invoice, the payment of which must occur within the initially planned deadlines, without prejudice to the invoicing of storage costs. If this delivery delay causes DORMER PRAMET considerable prejudice that the Buyer had foreseen or should have foreseen, D.P. may cancel the order for the undelivered Products.

4.7. If, after having been informed of the delivery delay under the aforementioned conditions, DORMER PRAMET or the Buyer wishes to cancel the order for the undelivered Products, the termination must be made in writing and without delay from the notification of the delivery delay. If, after having been informed of the delivery delay under the aforementioned conditions, DORMER PRAMET or the Buyer decides not to cancel the order, the delivery time mentioned in the notification will be considered as the new delivery time.

4.8. In any event, exceeding delivery times cannot give rise to any retention or indemnity of any kind whatsoever. Consequently, no penalty of any kind whatsoever will be due in case of delivery delay, notwithstanding the existence of contrary clauses in the Buyer's eventual purchasing conditions. In accordance with the provisions of Article 13 "Exclusion of all penalties" of these GTC, only the prejudice actually suffered by the Buyer, demonstrated and evaluated, may be subject to a request for compensation, which can in no case occur until after negotiation with DORMER PRAMET and agreement of both parties.

4.9. Any delivery times possibly accepted by DORMER PRAMET are automatically suspended by any event beyond DORMER PRAMET's control resulting in a delay in delivery, and notably in cases of force majeure as defined under Article 9 hereafter.

5. TRANSPORT, TRANSFER OF RISKS, AND RECEIPT

5.1 The transport of Products is carried out by DORMER PRAMET to the delivery location indicated by the Buyer when ordering. The transfer of risks occurs upon delivery of the Products to the delivery location indicated at the time of the order, from the beginning of unloading operations.

5.2. It is the Buyer's responsibility to inspect the Products upon receipt in the presence of the carrier and to make, within the legal forms and deadlines, all specific and justified reservations as well as all claims to the carrier in accordance with the provisions of Article L. 133-3 et seq. of the French Commercial Code. In any event, the Buyer will be personally responsible for any potential recourse against the carrier.

5.3. The Buyer must, within seventy-two (72) hours from the taking of delivery of the Products, inform DORMER PRAMET by registered mail with acknowledgment of receipt of the reservations made regarding the carrier, as well as any apparent non-conformities concerning the Products. Any claim not respecting this deadline will be refused by DORMER PRAMET.

5.4. No return of Products will be accepted without the prior written agreement of DORMER PRAMET specifying, in particular, the transport conditions. Any return of Products will result in the issuance of a credit note by D.P. to the Buyer, after quantitative and qualitative verification of the returned Products. In the absence of prior written agreement, the Products will be held at the Buyer's disposal with invoicing for storage costs. In any event, the cost related to the return of the Products remains the responsibility of the Buyer.

6. INVOICING - PAYMENT

6.1. Invoices are issued by DORMER PRAMET on the date of delivery and comply with the invoicing rules referred to in Article L. 441-9 of the French Commercial Code. They are drawn up in euros and are payable at DORMER PRAMET's head office.

6.2. Unless expressly agreed otherwise, our invoices are payable 30 days end of month, i.e., 30 days from the end of the invoice issuance month.

6.3. A discount, the monthly rate of which will be indicated on the invoice, will be granted by DORMER PRAMET in case of early payment. In this case, only the VAT corresponding to the price actually paid by the Buyer will be deductible. It will be the Buyer's responsibility to consequently reduce the amount of VAT indicated by DORMER PRAMET on invoices where the discount is not provided for.

6.4. Any bill of exchange must be returned accepted to us within 4 working days of its dispatch.

6.5. Any check must be sent to us no later than the payment date indicated on the invoice. The date taken into account for assessing any payment delay is the date on which DORMER PRAMET received the check, subject to its collection.

6.6. In the event of payment by bank transfer, the sums must be credited to DORMER PRAMET's bank account no later than the payment date indicated on the invoice.

6.7. The payment conditions referred to above are exclusively for any Buyer demonstrating commercial references in accordance with customary practices.

6.8. In accordance with the provisions of Article L. 441-10 of the French Commercial Code, any non-performance by the Buyer, partial or total, of its payment obligations or any delay in payment compared to the due date indicated on the invoice, will automatically result, without prior formal notice, in the exigibility of a penalty calculated by reference to the interest rate applied by the European Central Bank to its most recent refinancing operation increased by 10 percentage points, in force on the due date. Interest will begin to accrue from the payment date shown on the invoice and will continue to accrue until full payment of all sums due. Any month started will be due in full. A fixed compensation of €40 for collection costs will automatically be added to the late payment penalties due, it being specified that this fixed compensation is not limiting the amount of other costs that DORMER PRAMET may incur for the purpose of collecting its invoices.

6.9. Furthermore, if DORMER PRAMET is obliged to engage an agent (lawyer, bailiff, etc.) to obtain payment of sums due, it is expressly agreed, as a penalty clause stipulated on a lump-sum, automatic, and non-reducible basis, that an increase calculated at a rate of 15% on the sums remaining due by the Buyer will apply, without prejudice to incurred collection costs, late interest, and any damages.

6.10. Under no circumstances can payments due to DORMER PRAMET be suspended or be subject to any reduction or compensation at the sole initiative of the Buyer, the prior written agreement of DORMER PRAMET being indispensable, regardless of any potentially contrary clauses that may appear in the Buyer's general purchasing conditions. In general, any compensation is prohibited, and if it is carried out in the absence of a prior written agreement from DORMER PRAMET, it will be considered a payment default, thereby authorizing DORMER PRAMET to refuse any new Product order and to immediately suspend ongoing deliveries after informing the Buyer.

6.11. In case of non-payment of an invoice at its term or in case of non-payment of an installment in the event of staggered payment, all invoices and installments due by the Buyer will become immediately due and payable, even if they have given rise to bills of exchange. Furthermore, the total or partial non-payment at its due date of any sum owed to DORMER PRAMET, as well as any modification in the Buyer's legal or economic situation, automatically authorize DORMER PRAMET to suspend the execution of any ongoing order until full and complete payment of the sums owed to DORMER PRAMET and to proceed with the cancellation of any ongoing order.

7. BUYER INSOLVENCY

7.1. In the event of the Buyer's notorious insolvency, payment beyond the due date, or the opening of safeguard, receivership, or judicial liquidation proceedings, DORMER PRAMET may, subject to mandatory legal provisions: - automatically and without further formality, repossess the Products corresponding to the order in question and possibly to previous unpaid orders, whether their payment is due or not - automatically terminate the ongoing order(s) in full by simple notice given to the Buyer by registered letter with acknowledgment of receipt, without further formality and without prejudice to the exercise of all its other rights.

7.2. Any deterioration of the Buyer's credit may, at any time, justify, depending on the risks incurred, the setting of a ceiling for its overdraft, the requirement of certain payment terms, cash payment, or certain guarantees. This will be notably the case if an assignment, management lease, pledging, or contribution of its business assets, or a change of control or structure of its company (merger, acquisition, etc.) is likely to have an unfavorable effect on the Buyer's credit. In accordance with the provisions referred to in Article L. 622-7 of the French Commercial Code and by express agreement, in the event of the opening of safeguard, receivership, or judicial liquidation proceedings against a Buyer, the unpaid amount of invoices it may have issued for services performed for DORMER PRAMET and the amount of any price reductions due will automatically be set off against the sums it still owed to DORMER PRAMET, these sums becoming immediately due and payable.

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8. PRODUCT WARRANTY – LIABILITY

8.1. Products are guaranteed against hidden defects as defined by Articles 1641 et seq. of the Civil Code. As soon as the Buyer discovers the hidden defect, they are required to notify DORMER PRAMET by registered letter with acknowledgment of receipt, specifying the nature and extent of this defect, within a period of eight (8) working days from the date of discovery of the defect. In any event, in case of a hidden defect affecting the Products, the resulting action must be brought by the purchaser within two years from the discovery of the defect. With regard to a professional buyer in the same specialty, DORMER PRAMET excludes any guarantee against hidden defects.

8.2. In case of non-conformity with the order of the delivered Products, hidden defect, or missing item, DORMER PRAMET's guarantee is limited either to the repair of the Products or to the replacement of the Products, without giving right to the payment of any indemnity or damages for any reason whatsoever. The transport costs of the Products returned with the prior written agreement of D.P. will be borne by the latter.

8.3. The Buyer must provide DP with all justification as to the reality of the defects or anomalies. The Buyer must allow DORMER PRAMET every facility to proceed with the ascertainment of these defects or anomalies. The Buyer shall refrain from intervening themselves or having a third party intervene for this purpose.

8.4. DORMER PRAMET cannot under any circumstances be held responsible in case of natural wear and tear of the Products, abnormal use or maintenance not in accordance with D.P.'s specifications, in case of accident or modification of the Products.

8.5. In any event, DP shall not be liable for any indirect or intangible damage, costs, and losses of any kind whatsoever resulting from the purchase or use of the Products, such as, but not limited to, loss of profits, loss of income, loss of clientele, etc. The Buyer must take all necessary insurance, with waiver of recourse, for such damages, costs, and losses.

8.6. In application of Article 2254 of the Civil Code and by derogation from Article 16 of these GTC, any action relating to the conformity of a product sold by DORMER PRAMET is time-barred after one year from the delivery of the product, and any action relating to a hidden defect of a product sold by DORMER PRAMET is time-barred after two years from the discovery of the defect.

8.7. Finally, it is specified that, in accordance with Article R.541-173 of the Environmental Code, the unique identifier assigned to the Seller by ADEME is as follows: n°50135204100013 (EEE and PA channel).

9. FORCE MAJEURE

9.1. DORMER PRAMET's obligations will be suspended, in whole or in part, automatically and without formality, and its liability disclaimed in the event of a force majeure event understood as any event beyond its control that could not reasonably have been foreseen at the time of the conclusion of the sales contract or the placing of the order and whose effects cannot be avoided by appropriate measures, in accordance with Article 1218 of the Civil Code. It is specified that the following events will be considered as a case of force majeure, without DORMER PRAMET having to establish that they have the characteristics defined in Article 1218 of the Civil Code: - War (declared or undeclared), civil war, riot and revolution, riots, act of piracy, mobilization of personnel for military obligations - Sabotage, requisition, various governmental measures such as confiscation, nationalization, embargo, expropriation, prohibition of import or export, as well as refusal to issue import or export licenses regardless of the authority from which such refusal emanates. - Natural cataclysm such as violent storm, cyclone, earthquake, tidal wave, flood, destruction by lightning; - Epidemic or pandemic, i.e., the development and spread of a contagious disease on national or international territory; - Measures taken by competent authorities in France and abroad aimed at limiting the spread of an epidemic or pandemic within the framework of a declaration of a state of health emergency in the event of a health disaster endangering, by its nature and seriousness, the health of the population, notably by application of Articles L. 3131-12 et seq. of the Public Health Code, within the framework of a serious health threat (Articles L. 3131-1 et seq. of the Public Health Code) or outside of any declaration of a state of health emergency, such as notably measures prohibiting and/or restricting movement of persons and vehicles, confinement of cities or some of them, temporary closures of one or more categories of establishments open to the public (businesses, shops, etc.), regulation of access and presence conditions for one or more categories of establishments open to the public, etc. - Accident, notably of tooling, machine breakage, fire, explosions, destruction of machines, factories and installations whatsoever; - Interruption or delay in transport, failure of any carrier, energy restrictions, inability to be supplied for any reason whatsoever; - Damage caused to operating equipment, disruption of production, rejects during manufacturing; - Shortage of raw materials, packaging or any other element necessary for the production or packaging of products, defect in quality or poor quality of raw materials; - Third-party failure, and notably any defective or late delivery due to DORMER PRAMET's suppliers; - Boycott, strike and lockout in any form whatsoever, work-to-rule, occupation of factories and premises, work stoppage occurring in DORMER PRAMET's companies; - Computer virus and/or cyberattack; - Act of authority, whether lawful or unlawful, arbitrary or not;

9.2. In the event of a force majeure event within the meaning of this article, DORMER PRAMET will inform the Buyer as soon as possible by email confirmed by registered letter with acknowledgment of receipt. DORMER PRAMET's obligations will then be automatically suspended for the period during which it is unable to perform them due to the invoked force majeure event.

9.3. In the event that the force majeure event continues beyond a period of three (3) months after DORMER PRAMET's notification to the Buyer of the force majeure event under the aforementioned conditions, the Buyer or DORMER PRAMET may terminate the contract or cancel the concerned order(s). In the event that the Buyer terminates the contract, DORMER PRAMET will be entitled to demand that the Buyer bear the costs it incurred to fulfill the contract until the day of termination.

10. UNFORESEEN CIRCUMSTANCES

If an unforeseeable change in circumstances at the time of sale makes performance excessively onerous for DORMER PRAMET, which had not accepted to assume the risk, DORMER PRAMET may request a renegotiation of the contract concluded with the Buyer. The contract will be suspended during this renegotiation period. Economic justification for this request must be attached to the renegotiation request. The parties must then renegotiate the agreed price, within fifteen (15) days from the renegotiation request. This renegotiation must be carried out in good faith and in compliance with industrial and commercial secrecy and business secrecy. The Buyer may not object to a justified request from DORMER PRAMET for the purpose of modifying the agreed price in order to preserve the economic balance of the commercial relationship. In the absence of an agreement within the aforementioned one (1) month period, relations between the parties will continue under the conditions set by the contract unless DORMER PRAMET wishes to terminate it, totally or partially, subject to respecting a notice period agreed between the parties.

11. RETENTION OF TITLE CLAUSE

11.1. It is expressly agreed that DORMER PRAMET reserves ownership of the delivered Products until full payment of their price in principal, interest, taxes, and all ancillary costs. In this regard, the remittance of a bill of exchange, a bank check, or any instrument creating an obligation to pay does not constitute payment within the meaning of this clause. Payment will only be considered effected upon effective collection of the price by DORMER PRAMET.

11.2. In case of non-payment of an installment or a single fraction of the price, the sale may be terminated automatically, if DORMER PRAMET deems it appropriate, eight (8) days after the sending of a formal notice by registered letter with acknowledgment of receipt remaining unsuccessful and without any other formality. The Products will then be immediately returned by the Buyer to DORMER PRAMET.

11.3. If the Products, subject to retention of title, have been resold by the Buyer, DORMER PRAMET's claim will be automatically transferred to the claim for the price of the Products thus sold by the Buyer. The Buyer hereby assigns to DORMER PRAMET all claims that may arise from the resale of unpaid Products subject to retention of title.

11.4. In case of safeguard, receivership, or judicial liquidation proceedings concerning the Buyer, the Products may be claimed, in accordance with the legal and/or regulatory provisions in force.

11.5. In case of claim of the Products, for partial or total non-payment, the goods in stock will be deemed to correspond to the unpaid claims.

11.6. In accordance with Article L. 624-16 of the Commercial Code, notwithstanding any contrary clauses, this retention of title clause is enforceable against third parties. DORMER PRAMET is already authorized by the Buyer, who accepts, to draw up an inventory and/or place under sequestration the unpaid Products held by the Buyer.

11.7. All previously paid advances shall remain acquired by DORMER PRAMET as a penalty clause.

11.8. The Buyer shall bear alone all risks of deterioration, loss, partial or total destruction of the Products, regardless of the cause of the damage, even if it is a case of force majeure.

11.9. The Buyer must consequently insure said Products subject to retention of title and stipulate in the insurance policy that any indemnity will be paid directly to DORMER PRAMET and provide DORMER PRAMET, upon its first request, any justification of the insurance thus subscribed.

11.10. Until full payment, the Buyer is prohibited from granting a pledge or a charge on the Products sold, subject to retention of title, or from using them as security.

11.11. The Buyer undertakes to inform any third party, particularly in the event of seizure, that the Products subject to the retention of title clause belong to DORMER PRAMET and to immediately inform DORMER PRAMET of any seizure or similar operation.

11.12. The Buyer undertakes to record the Products subject to retention of title on a separate line in its balance sheet assets, in order to protect DORMER PRAMET's rights, particularly in the event of the sale or pledging of the business assets or one of their elements, seizure or confiscation of products, or the opening of collective proceedings.

12. INTELLECTUAL PROPERTY RIGHTS – PATENTS – TRADEMARKS – DESIGNS

12.1. **DORMER PRAMET** is the owner or licensee of all intellectual property rights covering the Products sold to the Buyer, who therefore acknowledges full and complete ownership by **DORMER PRAMET** or the **DORMER PRAMET** group. The Buyer undertakes to respect all intellectual property rights of **DORMER PRAMET**, of which they declare to have perfect knowledge, particularly concerning trademarks, designs, patents, and models, as well as all other intellectual property rights held by **DORMER PRAMET** and its affiliated companies.

12.2. The Buyer undertakes not to engage in any clearance sale or similar practice and, in general, not to do anything that could harm the image, credibility, and reputation of the **DORMER PRAMET** brand or any other brand owned or licensed by **DORMER PRAMET** (or the SANDVIK group).

12.3. The Buyer will inform **DORMER PRAMET**, by email, confirmed by registered letter with acknowledgment of receipt, as soon as they become aware of any legal action brought against them regarding intellectual property concerning the Products and will not take any action without first consulting **DORMER PRAMET**. **DORMER PRAMET** will be solely entitled to direct the procedure and decide on all actions to be initiated or implemented. If the Buyer incurs any costs concerning any type of procedure for which **DORMER PRAMET** could be concerned and on the basis of which the Buyer might believe they are entitled to claim damages, and without having previously agreed with **DORMER PRAMET**, the Buyer will bear said costs without being able to claim any reimbursement of the sums incurred. The Buyer who becomes aware of any infringement of patents, designs, and trademarks related to the Products must immediately inform **DORMER PRAMET** by email confirmed by registered letter with acknowledgment of receipt.

13. EXCLUSION OF ALL PENALTIES

In accordance with Article L. 441-17 of the French Commercial Code, any penalty must be proportionate to the prejudice suffered with regard to the non-performance of contractual commitments. Therefore, **DORMER PRAMET** refuses the systematic and arbitrary application of predetermined penalties by the Buyer which, by nature, are not proportional to the prejudice potentially suffered by the latter, notwithstanding any clauses or contrary provisions that may appear in purchasing conditions, referencing contracts, logistics conditions, particular agreements, or any other document emanating from the Buyer. In any event and in accordance with Article L. 441-17 of the French Commercial Code, no penalty for non-performance by **DORMER PRAMET** of its contractual commitments may be invoiced to **DORMER PRAMET** if:

-The Buyer has not provided proof of the contractual breach;

-The Buyer has not provided proof of the existence of a prejudice;

-The penalties have not been subject to a contradictory analysis procedure prior to any sending of a penalty invoice, integrating a sufficient period of time to allow **DORMER PRAMET** to analyze the nature of the claimed incident and the reality of the prejudice suffered.

Any penalty request must be addressed to **DORMER PRAMET** within a maximum period of two (2) months from its generating event. The Buyer must provide **DORMER PRAMET** with all documents allowing the contradictory analysis of the invoked breach and attesting to the prejudice actually suffered, including at a minimum the following documents: the concerned order number, the concerned products, the quantity affected by the incident, a photocopy of the dated and signed waybill, a photocopy of the dated and signed delivery note, and the precise and detailed nature of the delivery incident. **DORMER PRAMET** will have a period of thirty (30) days to analyze the submitted documents and inform the Buyer of its agreement or disagreement on the invoked breach and the amount of the claimed penalty.

In accordance with Article L. 441-17 of the French Commercial Code, it is prohibited to automatically deduct from the invoice amount issued by the supplier penalties or discounts corresponding to the non-compliance with a contractual commitment. Thus, any automatic deduction, in any form whatsoever, made by the Buyer in violation of these provisions will be considered a payment incident authorizing DP to refuse any new order, interrupt deliveries corresponding to ongoing orders, and suspend the payment of discounts and other financial benefits. DP also reserves the right to deduct from discounts or service payments due any amount that the Buyer has automatically deducted. If DP and the Buyer agree on penalties, these will be subject to a detailed invoice issued by the Buyer, whose payment period will not be less than that for the payment of the Products. DP is not liable for any penalty in case of force majeure as defined in Article 9.

A Buyer who imposes logistical penalties not in accordance with the provisions of Article L. 441-17 of the French Commercial Code may have their liability incurred in application of Article L. 442-1, I, 3° of the French Commercial Code.

14. PERSONAL DATA

The Buyer and **DORMER PRAMET** undertake, in the context of the collection and processing of personal data, to comply with the provisions of Law n° 78-17 of January 6, 1978, relating to data processing, files, and freedoms, notably amended by Ordinance n°2018-1125 of December 12, 2018, and those of Regulation 2016/679/EU of April 27, 2016, "on the protection of natural persons with regard to the processing of personal data and on the free movement of such data."

DORMER PRAMET, as data controller, implements personal data processing for the management of its relations with its Buyers for the execution of the sales contract concluded with them, the legal basis of the processing being the execution of the existing contractual or pre-contractual relationship between **DORMER PRAMET** and the Buyer and, where applicable, compliance with a legal obligation. Personal data processing may also be implemented for statistical purposes and for prospecting purposes on the legal basis of **DORMER PRAMET**'s legitimate interest.

The information collected in this context (e.g., contact details of the Buyer's employees and collaborators) is essential for this processing and is intended for the relevant departments of **DORMER PRAMET** and, where applicable, its service providers and/or subcontractors when this proves necessary for the performance of the services desired by the Buyer. **DORMER PRAMET** ensures that, in the context of the performance of their services, its subcontractors use the Buyer's personal data in accordance with the applicable legislation on personal data protection. Furthermore, **DORMER PRAMET** may be required to communicate the Buyer's personal data by virtue of a legal obligation or for the purpose of conflict resolution. They are kept for the entire duration of the commercial relationship and ten years from its end.

The Buyer's employees and collaborators have a right to access, rectify, delete their personal data, a right to withdraw their consent, a right to restrict processing, a right to object for legitimate reasons to data processing, a right to data portability, a right to issue anticipated post-mortem directives, by sending an email to info.fr@dormerpramet.com or a postal mail to the following address: Sandvik Tooling France-Division Dormer Pramet, ZA La Duquerie, 37390 Chauceaux-sur-Choisille - France, accompanied by a copy of their identity document. They also have the right to lodge a complaint with the CNIL (French Data Protection Authority).

The Buyer undertakes to inform its employees and collaborators whose personal data may be transmitted to **DORMER PRAMET** of the content of this article so that they can exercise their rights.

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15. CONFIDENTIALITY

DORMER PRAMET and the Buyer acknowledge that, in the course of their commercial relations, they may be entrusted with confidential information of a technical, commercial, marketing, financial, or intellectual property nature. This list is not exhaustive. This information shall not, in any way, be disclosed to third parties. They guarantee the confidentiality of information, of whatever nature, written or oral, of which they become aware in the course of their commercial relations and undertake not to communicate it to persons other than those authorized to know it for these purposes, failing which they shall be liable for any damage suffered.

16. DISPUTES - LIMITATION PERIOD

Any dispute, claim, or action by the Buyer relating to the entire commercial relationship with **DORMER PRAMET**, and notably concerning the payment of financial benefits of any nature whatsoever, for year N, must be formulated or initiated no later than twelve (12) months following the expiration of the calendar year for which the sum is due. Failing this, and by express derogation from the provisions referred to in Article L. 110-4 of the French Commercial Code, no claim, dispute, demand, or action may be presented or initiated and will therefore be considered strictly inadmissible, and the Buyer's action time-barred.

17. COMPLIANCE WITH INTERNATIONAL TRADE RULES AND END USE/END USER GUARANTEE

i. For the purposes of this agreement, "International Trade Laws and Regulations" means laws, regulations, and ordinances relating to customs, import, export, re-export, trade controls, and economic or financial sanctions, including the laws, regulations, and ordinances of the United Nations, the United States, the European Union, and the United Kingdom, as well as, where applicable, the laws, regulations, and ordinances of any country in which the Products are manufactured, delivered, used, exported, or imported, or which apply as the case may be. ii. For the purposes of this agreement, "Prohibited Countries" means Afghanistan, Belarus, Iran, North Korea, Russia, Syria, Crimea, and the non-government-controlled areas of the Donetsk, Kherson, Luhansk, and Zaporizhzhia oblasts in Ukraine. Dormer Pramet reserves the right to amend the list of Prohibited Countries by written notification to the Buyer. iii. For the purposes of this agreement, "Listed Person" means any specially designated, blocked, or, where applicable, individually named or targeted person or entity under International Trade Laws and Regulations.

i. The Buyer declares and warrants that: a. neither the Buyer, nor its affiliates, nor any of their officers, directors, or legal representatives, is a Listed Person, nor is owned 50% or more, directly or indirectly, individually or globally, nor is, where applicable, controlled by one or more Listed Person(s); b. the Buyer has not engaged, is not engaging, and will not engage in any commercial activity involving a Listed Person, or any entity owned 50% or more, directly or indirectly, individually or globally, or, where applicable, controlled by one or more Listed Person(s); and c. the Buyer has not engaged, is not engaging, and will not engage in any transaction that circumvents, evades, or avoids, or that aims or has the effect of circumventing, evading, or avoiding, or that attempts to violate, International Trade Laws and Regulations.

ii. The Buyer hereby undertakes to fully respect and comply with, and to use the Products in accordance with, all International Trade Laws and Regulations. The Buyer acknowledges that no Product supplied by Dormer Pramet shall be, directly or indirectly, sold, exported, re-exported, transferred, re-transferred, or, where applicable, assigned or made available to any person or entity, legal or natural, in violation of International Trade Laws and Regulations. The Buyer shall take no action under this agreement that would cause Dormer Pramet to violate the International Trade Laws and Regulations to which Dormer Pramet is subject.

iii. Without prejudice to the foregoing general provisions, the Buyer may not, directly or indirectly, sell, export, re-export, transfer, re-transfer, or, where applicable, assign or make available the Products: a. without having obtained all necessary licenses and/or authorizations under International Trade Laws and Regulations from the competent governmental authority; b. to or for the benefit of a Listed Person; c. to, via, or, where applicable, for use in the Prohibited Countries; d. for purposes related to chemical, biological, or nuclear weapons, or missiles capable of carrying such weapons, or for any nuclear explosive or nuclear fuel cycle activity not subject to security control; or e. for military end-use or for a military end-user, including uses and end-users related to military intelligence, without having obtained the prior consent of Dormer Pramet.

iv. The Buyer imposes the above obligations in this Article on all subsequent transactions concerning the Products. Furthermore, the Buyer shall establish and maintain adequate internal controls and mechanisms to (i) detect third-party behavior in its downstream marketing chain, including potential resellers, which violates or hinders the purpose of International Trade Laws and Regulations; and (ii) ensure that it has sufficient knowledge of the end-user to determine whether, for each contract, the Products could be intended for an end-use not permitted by this agreement.

v. The Buyer undertakes to notify Dormer Pramet in writing, as quickly as possible and in any event within five (5) working days, of any actual or alleged violation of any of the above obligations in this Article and will cooperate to the best of its ability with Dormer Pramet to facilitate compliance with International Trade Laws and Regulations and will provide Dormer Pramet, upon request, copies of all documents relating to commercial transactions concerning the Products, including, but not limited to, end-user certifications. In addition, the Buyer shall provide all information relating to Product requests that the Buyer suspects could violate or circumvent International Trade Laws and Regulations, or where the supply of Products would violate the Buyer's commitments under the above obligations in this Article, including requests from or on behalf of a Listed Person, or attempts to acquire Products in violation of International Trade Laws and Regulations.

If the Buyer, in whole or in part, fails to comply with any of the above obligations in this Article or (to the extent permitted by applicable law) if, in Dormer Pramet's reasonable opinion, such failure is likely to occur, the Parties agree that: (i) Dormer Pramet shall no longer be obligated to honor outstanding payments, deliveries, orders, or other commitments; (ii) Dormer Pramet shall not be liable to the Buyer or any third party for any subsequent non-performance by Dormer Pramet of the provisions of this agreement; and (iii) the Buyer shall indemnify and hold Dormer Pramet harmless from any claims or losses related to such non-performance. Any failure by the Buyer to comply, in whole or in part, with the provisions of this agreement shall be considered a material breach of this agreement that shall authorize Dormer Pramet to terminate the agreement with immediate effect. Furthermore, Dormer Pramet has the right to terminate the agreement with immediate effect by written notification if either Party's ability to fulfill an obligation under this agreement is materially affected by the imposition of restrictions in International Trade Laws and Regulations.

18. ANTI-CORRUPTION CODE OF CONDUCT AND SUPPLIER'S BUSINESS PARTNER CODE OF CONDUCT

The counterparty must, through an adequate compliance program, ensure that its personnel and third parties acting on its behalf conduct their activities in accordance with applicable anti-corruption laws [1] (the "ABC Laws"). If the counterparty is a Business Partner [2], it must accept and commit to comply with the Business Partner Code of Conduct (regularly updated), available at: [Business Partner Code of Conduct](#). The Company is not obliged to honor any outstanding payment or delivery, nor to accept any order under the counterparty contract, if it has reasonable grounds to suspect that such payments, deliveries, or transactions could be used for – or contribute to – a violation of the ABC Laws, the Business Partner Code of Conduct (the Business Partner Code of Conduct only applies if the counterparty is a Business Partner) or would constitute a criminal offense.

The Company is entitled to suspend such payments, deliveries, and transactions until it is proven that such payments, deliveries, or transactions will not be used to violate the ABC Laws or the Business Partner Code of Conduct or contribute to such a violation, or would constitute a criminal offense. The counterparty shall indemnify the Company for any liability suffered or incurred, in any jurisdiction, in connection with any breach on its part of the ABC Laws or the Business Partner Code of Conduct.

Finally, any failure of the counterparty to comply, in whole or in part, with the ABC Laws or the Business Partner Code of Conduct (in the case of a business partner) will be considered a breach of this contract, which will authorize the Company to terminate the contract with immediate effect if the breach cannot be corrected.

[1] Including the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the US Foreign Corrupt Practices Act, the UK Bribery Act 2010, the Swedish Penal Code, and the anti-corruption laws of the Territory.

[2] A business partner is an organization that purchases products or services from the company and resells them to retailers or directly to end-users, and which represents the company or may otherwise be associated with the company.

19. APPLICABLE LAW – JURISDICTION

19.1. The entire contractual relationship between **DORMER PRAMET** and the Buyer arising from the application of these GTC, and any special agreements that may be concluded, and all disputes arising therefrom, whatever their nature, shall be governed in all respects by French law.

19.2. With regard to international sales of goods, **DORMER PRAMET** and the Buyer agree to exclude the application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980, insofar as this Convention would be incompatible with these general conditions of sale. **DORMER PRAMET** shall nevertheless have the right to refer the matter to any other competent court, particularly that of the Buyer's

registered office or that of the location of the delivered products. Bills of exchange or payment acceptances shall not constitute novation or derogation from this clause.

19.3. **DORMER PRAMET** and the Buyer agree to do their utmost to amicably resolve any disagreements that may arise from the interpretation, execution, or termination of their commercial relationship. Any dispute originating from the execution of the contractual relations established between **DORMER PRAMET** and the Buyer, as well as the acts resulting therefrom, shall be submitted to the jurisdiction of the competent Courts of Orléans, notwithstanding any incidental claim or any third-party claim or in case of multiple defendants, except for the application of the provisions of Article D.442-2 of the French Commercial Code. This jurisdiction clause shall apply even in the case of summary proceedings.

DORMER PRAMET

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RCS Orléans 501 352 041
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Certainty at every turn™