

General Terms and Conditions of Sale

For the company:
Schunk Carbon Technology S.A.S.

1. OFFERS AND ORDERS

- 1.1 The general terms and conditions of sale are applicable regardless of the buyer's general terms and conditions of purchase.
- 1.2 Any derogation provided for in the order may only be considered accepted if it has been approved in writing by SCHUNK.
- 1.3 Unless otherwise agreed, prices are stated exclusive of tax for unpackaged ex-works and carriage paid goods; their nature (fixed or revisable) and amount are specified in the special conditions.
- 1.4 The prices and information contained in the catalogues, leaflets and tariffs are given as an indication and are only binding on SCHUNK after confirmation by SCHUNK.
- 1.5 SCHUNK reserves the right to make any modification, in particular in terms of shape, colour, size or material, to its goods, the representations and descriptions of which appear on the printed matter as advertising.
- 1.6 SCHUNK is under no obligation to provide its drawings, even if the goods are delivered with an installation or foundation drawing.
- 1.7 The offers submitted by SCHUNK to the buyer are valid for 3 months from the date of issue, unless otherwise specified.
- 1.8 Only a written confirmation, a delivery note or an invoice showing the product, quantity and price shall be binding on SCHUNK with regard to the buyer.
- 1.9 An accepted order cannot be cancelled without SCHUNK's express written consent.
- 1.10 Any order of the buyer has a firm and irrevocable character.

2. DELIVERY

- 2.1 Delivery/manufacturing deadlines are given only as an indication and delays cannot justify either the cancellation of the order by the buyer or give him other rights of any kind whatsoever, unless it is agreed, by separate and written document, that a specific deadline must be respected.
- 2.2 In any event, SCHUNK's commitments relating to deadlines shall be subject to the buyer's compliance with its own obligations, in particular the timely provision of documents, information or products relating to the performance of the contract or payment obligations.
- 2.3 Any delay caused by SCHUNK does not constitute a sufficient fact to give rise to a breach of the contract, and except in the case of an express stipulation contained in the contract and duly accepted in writing. On SCHUNK's acknowledgement of receipt, no penalty for delay may be claimed from SCHUNK.
If the contract provides for penalties for delay, they shall be considered to be in full discharge and shall only be applicable after an incompressible period of two weeks and only if the delay is attributable to SCHUNK and has caused real damage and has been established contradictorily.
- 2.4 SCHUNK shall be released from all its contractual obligations either in part or in whole in the event of the occurrence of a fortuitous event or force majeure delaying or preventing SCHUNK from performing its obligations.
In particular, force majeure shall include strikes, whether total or partial, which could have an influence on the performance of the contract concluded, disruptions in the supply of equipment or raw materials or means of transport, reductions in the use of energy, any forced reduction in the production of the SCHUNK supplier or its subcontractors, as well as, in general, any event beyond the control of SCHUNK which cannot be attributed to it and which has the effect of delaying or impeding the performance of the contract.

2.5 The places of delivery and payment of invoices are located, as the case may be, either at SCHUNK's registered office or at SCHUNK's warehouse.

2.6 Regardless of the shipping method, the risks and perils pass to the buyer or the recipient on the date of shipment or the availability of the goods at SCHUNK's warehouse. The existence of a retention of title clause does not place the risks on SCHUNK.

2.7 SCHUNK reserves the right, as is customary in the profession, to deliver with a tolerance of +/- 10% of the quantities ordered, unless otherwise expressly agreed in writing. No complaint relating to the quantity of the delivered goods will be admissible if this tolerance does not exceed 10%.

2.8 In the absence of any contractual provision to the contrary, packaging will be carried out by SCHUNK in accordance with the best practices for the type of goods concerned. These packages will not be taken back by SCHUNK and their cost is at the buyer's expense, unless explicitly agreed in writing.

3. TRANSPORT

3.1 It is the buyer's responsibility, unless otherwise stipulated, to insure the costs and risks of transporting the goods sold from the date of delivery.

4. WARRANTIES - CLAIMS

4.1 Any complaint for apparent defect, error of execution or any other anomaly must be made by registered letter with acknowledgement of receipt no later than eight (8) days after delivery or availability of the goods. After this period, no complaint can be taken into account.

4.2 SCHUNK goods are guaranteed, within the limits of the mandatory and imperative legal provisions, against any hidden defects. The contractual warranty given by SCHUNK is strictly limited to the replacement and/or repair, at SCHUNK's option, of supplies recognized as defective. SCHUNK does not accept any returns of supplies more than six (6) months after delivery.

4.4 Until the expiry of the warranty period, SCHUNK undertakes to remedy any defect under the warranty that affects the normal functioning of the goods.

In the event of such a defect, the buyer must keep at SCHUNK's disposal all the technical elements that have been taken into consideration for the definition of the goods, and at SCHUNK's request send them to it.

All goods must be carefully kept by the buyer and returned upon request by SCHUNK.

4.5 Parts repaired or replaced under this warranty do not benefit from any specific warranty beyond the initial warranty period.

4.6 The warranty does not apply:

- to wear parts and parts subjected to fire, liquid, or corrosive agents,
- in the event of damage or accidents resulting from negligence, lack of supervision or maintenance, poor storage conditions, improper use of the goods or use of the goods for a purpose other than that for which they are usually intended,
- in the event of a defect resulting either from materials supplied by the buyer or from a design imposed by the buyer or from a modification made by the buyer to the goods without SCHUNK's written consent,
- when the buyer has replaced parts of SCHUNK's goods with parts of another origin or when a repair or modification made by the buyer has consequences on parts other than those repaired or modified,
- for incidents due to fortuitous events or force majeure or due to natural causes including floods, excessive snow or ice accumulation, dust, etc.

5. PAYMENT

5.1 All invoices and amounts due to SCHUNK in any capacity whatsoever are payable to the registered office of SCHUNK.

5.2 SCHUNK reserves the right to accept bills of exchange and cheques as payment of invoices. However, in the event that this method of payment is accepted, all costs that may result from it will be borne by the buyer. If the bill of exchange or cheque is not paid when due, the amount due becomes immediately due.

5.3 Payment of the invoice must be made within thirty days of the invoice date, unless otherwise agreed within the legal limit.

Bills of exchange and cheques are always credited subject to proper completion and only their actual collection is worth payment. Until effective payment, the retention of title clause shall remain in full force and effect.

5.4 Payment must be made without deduction of any kind. Any complaint or claim by the buyer may under no circumstances have the effect of delaying or suspending payment.

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5.6 Payment dates are fixed and definitive terms, do not require any special formal notice and cannot be extended.

5.7 All collection costs, including those of resuming any protest proceedings and the costs of lawyers' and courts' fees, shall be borne by the buyer.

Any amount paid in full by the buyer shall be retained to be automatically offset against any amounts that may be due to SCHUNK for any reason whatsoever. SCHUNK reserves the right to demand advance payments, even in the event of regular payment of due dates, in the event of an unfavourable change in the buyer's economic situation or a change in his legal situation, or the resale of the delivered goods before payment. SCHUNK may avail itself of the above provisions if these guarantees are not provided or appear insufficient.

6. RETENTION OF TITLE

6.1 All sales made by SCHUNK are concluded with reservation of ownership until full payment of all sums due to SCHUNK, including all accessories such as balances, interest, costs, charges, etc. In the event of default by the buyer, the goods found in stock with the buyer shall be deemed unpaid, in accordance with the terms of Law No. 80-336 of 12 May 1980.

The retention of title also applies to the processed item into which the goods sold under retention of title by SCHUNK have been incorporated.

6.2 The buyer shall keep the goods owned by SCHUNK free of charge. He will have to properly insure these goods at its own expense and in favour of SCHUNK.

6.3 The buyer undertakes to inform its own customers and any third parties of the existence of the retention of title clause relating to the goods and of the right that SCHUNK reserves to claim in their hands, either the goods themselves or the price. The customer's claims resulting from the final or partial transfer, such as reimbursements by insurers or damages due by third parties due to a deterioration of the goods, shall be assigned to SCHUNK, by express agreement, as from now. SCHUNK shall at any time have the right to notify the purchaser's debtors of this assignment.

6.4 SCHUNK is entitled to take back the goods sold under retention of title immediately and without any particular formality as soon as a contractual obligation in SCHUNK's relations with the customer has not been fulfilled by the latter. Taking back does not constitute a cancellation of the purchase contract and does not release the customer from his obligations, in particular damages for non-performance.

6.5 The instalments paid by the customer shall remain the property of SCHUNK and shall be deducted successively from the market value of the goods taken back, then from the other outstanding receivables including fees and costs of legal proceedings, take-back and any other, the balance shall be allocated to SCHUNK by way of compensation, subject to any other right.

7. INDUSTRIAL PROPERTY - CONFIDENTIALITY

7.1 Any information, documents, know-how or data communicated by SCHUNK to the buyer or coming to his knowledge during the execution of the contract remain the property of SCHUNK.

The same applies to any tooling used to produce the goods, even if the buyer is required to participate in their establishment.

7.2 In the event that the contract is not concluded, the studies and documents submitted in support of the offer must be returned to SCHUNK within 15 days of the expiry date of the offer. The buyer undertakes not to keep any copies. All documents so endorsed and given to the buyer shall be considered confidential and shall not be disclosed to persons other than those entitled to know them.

7.3 In general, as soon as one of the parties becomes aware that the performance of the contract may infringe the respect of third parties' industrial property rights, or as soon as the first demonstration by a third party against SCHUNK or against the buyer takes place, the parties shall communicate to each other all information and elements likely to obstruct such a right or finding.

8. SETTLEMENT OF DISPUTES - NULLITY

8.1 Any dispute relating to the interpretation or execution of sales contracts, even in the event of warranty claims or multiple defendants, shall fall within the exclusive jurisdiction of the Commercial Courts of Nanterre or the place where SCHUNK has its registered office.

8.2 Subject to specific contractual or public policy provisions, only French law shall apply to all relations between the parties.