

# GENERAL CONDITIONS OF SALE OF COGIT COMPOSITES

(Translate from french version which is the only reference - CGV-H3)

## **ARTICLE 1 : PREAMBLE**

These general conditions of sale constitute the sole basis of the commercial relationship between the parties. Their purpose is to define the conditions under which the company COGIT COMPOSITES, 9117 RUE DES VIGNERONS, 18390 SAINT-GERMAIN-DU-PUY (SIREN 481 426 328), represented by its President (hereinafter "The Supplier") provides professional customers (hereinafter "The Customer") who request the products and services ordered. (Hereafter "Orders") They apply without restriction or reservation to all sales of products or services concluded by the Supplier with Customers, regardless of the clauses that may appear in the Customer's documents, and in particular its general conditions of purchase. In accordance with the regulations in force, these General Conditions of Sale are systematically communicated to any Customer, to enable him to place an Order with the Supplier. Any document other than these general conditions of sale and in particular catalogs, prospectuses, advertisements, online information, has only informative and indicative value, not contractual. The Supplier reserves the right to modify these T&Cs at any time. The applicable GCS are those in force on the date of each Order. The Customer must ensure that he obtains the latest version of the prices before sending his order form. Any Order implies acceptance without reservations of these general conditions of sale which prevail over all other conditions, with the exception of those which have been expressly accepted by the Supplier. The fact that the Supplier does not avail itself at a given moment of any of the clauses of these conditions cannot be considered as a waiver to avail itself of these same clauses at a later date. In the event that any of the provisions of these conditions are declared null or deemed unwritten, all the other provisions shall remain applicable.

## **ARTICLE 2 : ORDER**

Any Order, to be taken into account by the Supplier, must be placed or confirmed in writing and communicated by any means (email, post, fax, etc.), by an order form duly signed by the Customer. In order for the Order to be considered by the Supplier, the Customer must transmit:

- the reference of the product(s) ordered, the quantity and the place of delivery,
- and/or the specifications of the services ordered. Orders are only final, even when they are taken through the Supplier's representatives or employees, when they have been confirmed in writing by the Supplier by sending an acknowledgment of receipt of order.

Any Order accepted by the Supplier can no longer be withdrawn or modified without the written agreement of both parties.

The management of the deadlines provided for in the quote (technical and financial proposal) is taken into account from the validation of the expected input data.

The benefit of the Order is personal to the Customer and cannot be transferred without the Supplier's agreement.

## **ARTICLE 3 : DELIVERY**

Except for specific conditions specific to the sale, Orders will be delivered or made available to the Customer at the place and within the time limits indicated on the acknowledgment of receipt of the order form, and in application of the Incoterm Ex Works. In any case, the dispatch/provision of the products or the performance of the services within this period can only take place if the Customer is up to date with all his obligations with regard to the Supplier. This deadline does not constitute a strict deadline and the Supplier cannot be held liable with regard to the Customer in the event of delay in dispatch or performance.

The Customer acknowledges that it is up to the carrier to make the delivery, the Supplier being deemed to have fulfilled its obligation to deliver once it has made the products available or handed over the products ordered to the carrier who has accepted without reservation. The Customer therefore has no warranty claim against the Supplier in the event of non-delivery of the products ordered, nor in the event of damage occurring during transport (in particular destruction, damage, loss or theft) or unloading.

The Customer is informed that any product not having been the subject of reservations by registered letter with AR within three (3) days of its receipt from the carrier, in accordance with article L.133-3 commercial code, and a copy of which will be sent simultaneously to the Supplier, will be considered as accepted by the Customer. The Customer is also required to check the apparent condition of the products upon delivery.

Without prejudice to the provisions to be made by the Customer vis-à-vis the carrier as described above, in the event of apparent defects or missing items, any complaint, whatever its nature, relating to the Products delivered, will be accepted only if it is made in writing to the Supplier, by registered letter with AR, within the period of three (3) days provided for above.

It is up to the Customer to provide all the justifications as to the reality of the apparent or missing defects noted. No complaint can be validly accepted in the event of non-compliance with these formalities by the Customer and the products can no longer be taken back or exchanged by the Supplier.

No return of goods may be made by the Customer without the prior express written consent of the Supplier. The costs and risks of the return are the responsibility of the Customer. Returned products are accompanied by a return form to be attached to the package and must be in the condition in which they were delivered.

When, after inspection, an apparent defect is actually noted by the Supplier, the Customer may only ask the Supplier to replace the non-compliant items at the latter's expense, without the latter being able to claim any compensation or resolution of the the command. The Supplier undertakes to replace the products delivered with products identical to the Order or to reimburse the price to the Customer if the replacement proves impossible.

## **ARTICLE 4 : TRANSFER OF OWNERSHIP - TRANSFER OF RISKS**

The transfer of ownership of the products, to the benefit of the Customer, will only be carried out after full payment of the price by the latter, regardless of the date and method of delivery of the said products.

On the other hand, the transfer of the risks of loss and deterioration of the Supplier's products will be carried out as soon as the Supplier has made them available to the Customer or the carrier. It follows in particular that the products travel at the risk and peril of the Customer to whom it belongs in the event of damage, loss or missing items, to make any reservations or to exercise any recourse with the carriers responsible

## **ARTICLE 5 : PRICES - TERMS OF PAYMENT**

The Supplier's prices are those in force on the day the Order is placed, and, where applicable, in the specific commercial proposal addressed to the Customer. Any rate change will automatically apply on the date indicated on the new rate.

Prices are expressed in euros and are exclusive of tax. They will be increased by VAT and transport costs. An invoice is established for each delivery of products or as soon as the performance of the services is completed and is issued at the time of delivery. It mentions in particular the total price due, including taxes and delivery costs, if applicable. Invoices are payable by all commonly accepted means of payment. The Customer is obliged to pay the Supplier on the payment date indicated on the invoice, and at the latest within 30 days following the issuance of the invoice.

In the event of the Customer's failure to fulfill its payment obligation, the Supplier may, without prejudice to any other right or remedy:

- cancel or suspend the next Order until full payment of the sums due, including interest, the rate of which will be determined as indicated below;
- without any formality or prior notice, require the Customer to pay:
  - interest, the rate of which is set at three times the legal interest rate,
  - in addition to a fixed indemnity for recovery costs, in the amount of 40 euros, per unpaid invoice.

The Supplier may ask the Customer for additional compensation if the recovery costs actually incurred exceed this amount, upon presentation of supporting documents.

Under no circumstances may the payments due to the Supplier be suspended, nor be the subject of any reduction or compensation, without the prior written consent of the Supplier.

Any payment made to the Supplier will be deducted from the sums due, starting with the one which is the oldest due.

## **ARTICLE 6 : DISCOUNT**

The Customer may benefit from the discounts and rebates appearing in the Supplier's prices, depending on the quantities delivered by the Supplier, at one time and at one place, or the regularity of his Orders, or the annual turnover invoiced on the previous calendar year.

## **ARTICLE 7 : RESERVE DE PROPRIETE**

**THE PRODUCTS ARE SOLD WITH RESERVATION OF OWNERSHIP.**

**THE SUPPLIER RETAINS OWNERSHIP OF THE PRODUCTS UNTIL COMPLETE AND EFFECTIVE PAYMENT OF THE PRICE BY THE CUSTOMER, THIS RESERVE ENABLING IT TO RECOVER POSSESSION OF SAID PRODUCTS.**

**IN THE EVENT OF NON-PAYMENT BY ITS DUE DATE, THE SUPPLIER MAY CLAIM OWNERSHIP OF THE PRODUCTS AND RESOLVE THE SALE AFTER A NOTICE OF FORMAL ATTACK HAS REMAINED INEFFECTIVE. BY EXPRESS AGREEMENT, THE SUPPLIER MAY ENJOY THE RIGHTS IT HOLDS UNDER THIS RETENTION OF OWNERSHIP CLAUSE, FOR ANY OF ITS CLAIMS, ON ALL OF ITS PRODUCTS IN THE CUSTOMER'S POSSESSION, THE LATTER BEING CONVENTIONALLY PRESUMED TO BE THOSE UNPAID, AND THE SUPPLIER MAY RETURN THEM OR CLAIM THEM IN COMPENSATION FOR ALL ITS UNPAID INVOICES, WITHOUT PREJUDICE TO ITS RIGHT TO CANCEL CURRENT SALES.**

**CHECKS ARE CONSIDERED AS PAYMENTS UNTIL THEY ARE EFFECTIVELY CASHED. UNTIL THIS DATE THE RETENTION OF OWNERSHIP CLAUSE RETAINS ITS FULL RIGHT.**

**THE CUSTOMER AGREES UNTIL COMPLETE PAYMENT OF THE PRICE NOT TO TRANSFORM, OR INCORPORATE THE SAID PRODUCTS, OR TO RESELL THEM, OR TO PLEDGE THEM.**

**AS THE RISK OF LOSS AND DAMAGE IS TRANSFERRED TO THE CUSTOMER ON DELIVERY OF THE PRODUCTS ORDERED TO THE CARRIER OR THE CUSTOMER, THE CUSTOMER IS CONSEQUENTLY OBLIGED TO INSURE, AT HIS EXPENSE, THE PRODUCTS ORDERED, FOR THE BENEFIT OF THE SUPPLIER, BY AN AD HOC INSURANCE, UNTIL COMPLETE TRANSFER OF OWNERSHIP AND PROOF OF THE LATTER ON FIRST REQUEST. FAILURE TO FAIL, THE SUPPLIER WILL BE ENTITLED TO DELAY DELIVERY UNTIL THE PRESENTATION OF THIS DOCUMENT.**

## ARTICLE 8: NO POACHING CLAUSE

The Client expressly prohibits itself from soliciting for hiring or hiring directly or indirectly any member of COGIT Composites' staff.

This prohibition applies to all employees or other personnel of COGIT Composites, whether full-time, part-time, temporary or under contract, whether or not they intervene in the context of the execution of the client's service.

The Client guarantees the application of this prohibition to other companies in the Group to which it belongs, where applicable. This prohibition applies throughout the execution of the contract and for a period of two years after its termination, execution or expiry.

In the event of a breach of this prohibition, the Client will be required to immediately pay COGIT Composites, as a penalty clause, a fixed compensation of an amount equal to six months of the last gross monthly salary of the person solicited or hired, increased by all costs of recruiting a replacement.

## ARTICLE 9 : WARRANTY

### Delivery guarantee :

The products must be checked by the Customer upon delivery, and any complaint, reservation or dispute relating to missing items and apparent defects must be made under the conditions set out in article 3 above.

### Guarantee on services, prototype products and pre-series :

The services and prototype products do not give rise to a guarantee after validation and acceptance by the Customer. By default, 30 days after receipt by the Customer of a service or a prototype or pre-series product will be considered as validated and accepted by the Customer.

### Serial Product Warranty :

Any request for After-Sales Service or complaint must be made in writing and justified.

The Supplier guarantees its products against latent defects, in accordance with the law, customs, case law, and under the following conditions:

- the warranty only applies to products which have regularly become the property of the Customer (see Article 7: Retention of title);
- the warranty does not apply in the event of non-compliance with the General Conditions of Use (GTU);
- it only applies to products wholly manufactured by the Supplier;

Any guarantee is excluded in the event of alteration, transformation, modification, misuse, negligence, abnormal conditions of storage, conservation or lack of maintenance on the part of the Customer, as in the event of normal wear and tear of the product or force majeure.

The warranty against hidden defects ceases automatically if the Customer does not notify the Supplier of the alleged defect within eight (8) days of its discovery, by registered letter with AR. It is his responsibility to prove the day of this discovery.

Under the warranty against hidden defects, the Supplier shall only be liable for the replacement, free of charge, of the defective goods, without the Customer being able to claim damages, for any reason whatsoever. The replacement of defective products will not have the effect of extending the duration of the guarantee set out above.

The Customer undertakes not to modify the packaging of the products.

## ARTICLE 10 : RESPONSABILITY

The Supplier undertakes to implement all the means required by the usual rules of the art in its sector of activity to provide the Customer with a complete service with regard to what is mentioned in the order acknowledgment.

However, the Supplier cannot be held liable if any errors or delays in the performance of its services result from:

- erroneous or incomplete specifications, plans, diagrams or instructions drawn up by the Client;
- delays attributable to the Client.

The Supplier's liability is limited, for all damages related to an Order, to the value of the products or services ordered. It is also limited to the repair of the only direct material damage suffered by the Customer. The Supplier assumes no liability for any consequential damages as a result of these presents, operating loss, loss of profit, loss of opportunity, damages or costs, which may arise as a result of the products or services.

Under no circumstances may the Supplier be held liable for any damage suffered by the Customer due to the loss, damage or delay in making the products available, or the delay in the performance of the services during the occurrence of cases of force majeure such as those usually retained by the case law of French courts and tribunals or circumstances beyond its control such as strikes, frost, fire, storm, flood, epidemic, supply difficulties, without this list being limited, when this damage results from conditions of use, storage or conservation of the products, when this damage results from the direct or indirect environment of the Customer, when this damage is the result of an error by the Customer in the choice of products.

## ARTICLE 101: INTELLECTUAL PROPERTY

### • Services ordered by the Customer and resulting products

The Supplier assigns to the Client all the intellectual property rights relating to its services and the resulting products, developed at the Client's request, and this for the whole world and for the legal duration of protection of the rights in question such as it results from the law in force in the territory ceded and this from the acceptance of these conditions.

The assignment mentioned in the above paragraph includes the assignment of all the property rights relating to the services ordered and the resulting products, and therefore the assignment, without this list being exhaustive, of the rights - of , reproduction, representation, adaptation, evolution, modification, decompilation, marketing, use in all forms, according to all present and future modes and on all media and whatever the use and destination, geographical location and duration – relating to the services ordered and the resulting products.

It is expressly agreed that the assignment of rights as provided for in the article above, entails, where applicable, assignment of all media relating to the services ordered and the resulting products.

### • Other products

All intellectual property rights relating to the Supplier's products that are not developed at the Customer's request remain the exclusive property of the Supplier. The Supplier is in particular the holder of the trademarks, logos, technical and commercial documents, processes, development tools, software, equipment, studies, processes, know-how, models, prototypes, knowledge, catalogs, photographs relating to the products without this list being limiting. The Customer has the exclusive right to use the fully paid products for the purposes of his business. Under no circumstances does the Supplier assign all or part of the said intellectual property rights to the products for the benefit of the Customer.

The Customer agrees not to make any use of the Supplier's products that may infringe the Supplier's intellectual property rights. The Supplier alone has the exclusive right to protect its products by any intellectual property title. Under no circumstances may the Customer deposit intellectual property rights on the products purchased from the Supplier.

## ARTICLE 12: CONFIDENTIALITY

The Client and the Supplier undertake to treat as strictly confidential all the documents and information exchanged between them. They are therefore prohibited from communicating or disclosing this information and documents to any third party without the express, prior and written consent of the other party. This obligation of confidentiality will last for the duration of the contractual relationship and will survive the resolution, termination or expiry of the contract between the Customer and the Supplier, for any reason whatsoever, for a period of 5 years.

## ARTICLE 13 : APPLICABLE LAW - JURISDICTION

BY EXPRESS AGREEMENT BETWEEN THE SUPPLIER AND THE CUSTOMER, THESE GENERAL CONDITIONS OF SALE AND THE OPERATIONS ARISING FROM THEM ARE GOVERNED BY FRENCH LAW.

IN THE EVENT OF A DISPUTE RELATING TO THE INTERPRETATION OR EXECUTION OF THEIR AGREEMENTS, THE PARTIES WILL SEEK, BEFORE ANY LITIGATION, AN AMICABLE AGREEMENT AND WILL COMMUNICATE TO THIS END ALL NECESSARY INFORMATION.

IN THE ABSENCE OF AMICABLE SETTLEMENT OF THE DISPUTE WITHIN A MAXIMUM PERIOD OF ONE MONTH, THE COURTS OF THE COURT OF CALL OF BOURGES.