NORDMANN FRANCE
GENERAL CONDITIONS OF SALE

Article 1 – GENERAL CONDITIONS

These general conditions of sale (hereinafter referred to as the "GCS") apply in their entirety, as of February 23rd, 2022, to products sold by NORDMANN FRANCE, a company registered in the ANNECY Trade and Companies Register under number 796 880 235, whose registered office is located at PAE des Glaisins, 1 impasse des Marais, BP 211, 74942 ANNECY LE VIEUX cédex, under a trademark or trade name belonging to it. Any order of products, regardless of its origin, implies unreserved acceptance of these GCS, supplemented, where applicable, by our special conditions.

The provisions of these general conditions may not be modified by contrary provisions without the express written agreement of the parties.

NORDMANN FRANCE reserves the right to adapt, modify or update its general conditions of sale at any time. In this case, the applicable conditions will be those in force on the day the quote or order is issued.

Article 2 - FORMATION OF THE CONTRACT

The contract is formed:

- After acceptance, without reservation, of the quote from NORDMANN FRANCE and payment of the deposit that may be provided for, it being specified that unless otherwise stated in the quotes, they expire one month after they are issued.
- After written acceptance by NORDMANN FRANCE of the order issued by the Customer and their payment of any deposit stipulated on the order form.

Any modification of the order after its acceptance presupposes the express and prior agreement of NORDMANN FRANCE. Changes subsequent to acceptance of the order may nevertheless:

- Result in additional costs, which are then indicated to the Customer;
- Extend the delivery time of the order in question.

Any cancellation of order by the Customer engages their responsibility and obliges them to compensate NORDMANN FRANCE for its disbursements and lost profits for the goods being manufactured or already manufactured.

Article 3 – FINANCIAL CONDITIONS

3.1 Applicable prices

Our prices are calculated net, without discount, and payable on the date mentioned on the invoice.

For international sales, prices are calculated net, without discount, excluding present or future import duties, in particular customs duties and turnover taxes.

3.2 Payment methods

The accepted methods of payment are bank transfer.

3.3 Payment deadlines

Unless otherwise agreed between NORDMANN FRANCE and the Customer, invoices are issued upon delivery and payable within **30** days of the invoice issue date. All invoices must be paid on the due date, even in the event of a dispute over their wording or content which will, if necessary, be the subject of a subsequent adjustment.

Any disagreement regarding the invoice must be reported within eight (8) days of receipt. After this period, the invoice will be considered accepted.

3.4 Late payment

Any invoice not paid on time will immediately and automatically result in:

- The payment of all sums remaining due to NORDMANN FRANCE, regardless of the payment method;
- The payment of late penalties equal to the interest rate applied by the European Central Bank to its most recent financing operation plus 10 percentage points. Interest will start to run from the due date appearing on the invoice and will continue to run until the day of full payment of all amounts due. These sums plus interest may be deducted by NORDMANN FRANCE from any sum due to the Customer or from any discount or rebate granted to the Customer;
- The payment of a fixed indemnity of forty (40) €, without prejudice to the right of NORDMANN FRANCE to claim an additional indemnity on presentation of proof.

NORDMANN FRANCE also reserves the right to cancel sales for which delivery has been made, to suspend all deliveries until all outstanding invoices have been paid in full or to cancel outstanding orders, without prejudice to the exercise of any legal remedy.

NORDMANN FRANCE shall endeavour to comply with the delivery times given in the order acknowledgement.

Delivery times are given for information purposes.

Unless otherwise stated, delivery shall be deemed to have taken place at the premises mentioned in the order acknowledgement or quote.

The Customer shall be informed in writing of the date on which delivery is to be taken.

The delivery and transfer of risks take place:

- Either by handing the goods to the Customer or to the carrier appointed by the Customer in the premises indicated by NORDMANN FRANCE on the order acknowledgement or the quote,
- Or by notice of availability.

In case of impossibility to deliver for reasons attributable to the Customer or in the absence of instructions from the Customer, the delivery is considered to have been made by a simple notice of availability, the products then being invoiced and stored at the Customer's expense and risk.

In all cases, weighing and any sampling shall be done at the place of departure.

The takeover of the goods without reservation by the carrier implies recognition of the accuracy of the weight and quantity of the goods delivered as well as of the conformity, if applicable, of the packing and packaging.

Article 4 - RETENTION OF TITLE (Art. L 621-122 Civil Code)

In accordance with Article 2367 of the French Civil Code, the transfer of ownership of the products is subject to full payment of the price on the due date by the Customer, which the Customer expressly accepts.

The Customer's claims on the resale of the goods are assigned to NORDMANN FRANCE. They serve as a guarantee in the same way as the reserved products. Notwithstanding the retention of title, the risks are transferred as soon as the products leave the premises of NORDMANN FRANCE or are made available. In the event that payment (effective and full collection of the price) does not take place within the period stipulated by the parties, NORDMANN FRANCE may demand, by registered letter with acknowledgement of receipt, the return of the products at the Customer's expense and risk, as well as the cancellation of the contract.

During the period of retention of title and as custodian, the risks having been transferred to the Customer, the latter shall insure the Products against all risks of damage or liability, and in particular shall take out Product liability insurance on behalf of NORDMANN FRANCE and at its own expense.

Article 5 – LIABILTY AND WARRANTY

5.1 Apparent defects

The absence of reservations upon receipt of the Products, formulated at the latest within a period of 3 days following receipt to the Carrier (under the conditions referred to in Article 133-3 of the French Commercial Code) and to NORDMANN FRANCE shall extinguish any claim relating to apparent defects. Any claim submitted after this deadline, as well as those concerning non-compliance with any sampling, will be null and void.

In this case, the Customer may not claim any replacement, refund or compensation and may not hold NORDMANN FRANCE liable in any way whatsoever.

In the event of duly recognised apparent non-conformity at the time of delivery, NORDMANN FRANCE may only be required to replace the non-conforming Products, to the exclusion of any other compensation or damages.

No Product may be returned to NORDMANN FRANCE without its express prior agreement.

5.2 Hidden defects

Any reservations or claims concerning possible hidden defects must be made to NORDMANN FRANCE within 5 days of the discovery of the defect, on pain of forfeiture.

In the event of a duly recognised non-conformity that is not apparent at the time of delivery, NORDMANN FRANCE may only be required to replace the non-conforming Products, to the exclusion of any other compensation or damages.

No Product may be returned to NORDMANN FRANCE without its express prior agreement.

5.3 Liability

NORDMANN FRANCE declines all responsibility in the event of deterioration or damage to the Products for any reason whatsoever (for example: fire, flood, etc.) as well as in the event of total or partial loss, once the Products have been made available to the Customer.

NORDMANN FRANCE declines all responsibility for the following in particular:

- Normal wear of the Products;
- Use not in accordance with the purpose for which the Product is intended;
- Damage or accidents caused by negligence, lack of supervision or maintenance or improper use;
- Damage resulting from modifications to the Products by a third party or by the CUSTOMER;
- Malicious acts of Customers or third parties.

The Customer is solely responsible for the conditions of use of the products delivered. In view of the influence of the conditions of use of the products sold, NORDMANN FRANCE is expressly discharged from any liability and guarantee with regard to the use and implementation of the products. For the same reasons, any advice or opinions given by NORDMANN FRANCE are provided to the customer with the utmost care, but in no way engage its responsibility. It is the Customer's responsibility to take the precaution of verifying beforehand by careful testing under the actual conditions of use that the products are perfectly suited to the use for which they are intended and to the conditions of this use.

Article 6 – FORCE MAJEURE

In the event of a case of force majeure preventing either party from fulfilling its obligations, the order will be immediately suspended, as of the notification sent by email, fax or registered letter with acknowledgement of receipt.

The party concerned shall inform the other party of the end of the event preventing the execution of the order, by email, fax or registered letter with acknowledgement of receipt, and the order shall be resumed immediately on the date of this notification.

In particular, the following are considered to be cases of force majeure: fires, floods, storms, mobilisation, war, transport interruptions, strikes, whether total or partial, at the Customer's company or at NORDMANN FRANCE, the spread of a virus which would be qualified by the authorities as stage 3 of the epidemic or any other applicable equivalent, the outbreak of Covid-19 at NORDMANN FRANCE or one of its suppliers making the execution of the service impossible, either for health reasons or for reasons of unavailability of the key people who must ensure the execution of the service.

The party who is the victim of force majeure or a fortuitous event must immediately inform the other party by registered letter with acknowledgement of receipt.

As soon as the effect of the impediment due to force majeure ceases, the obligations of this contract will resume for the entire duration of the contract remaining from the date of the cessation of the impediment.

In any event, the occurrence of force majeure shall release the debtor of the obligation from any contractual liability.

Article 7 – European Regulations

7.1 European Regulation 1907/2006 ("REACH")

Should the Buyer require the use of the Seller's products requiring an update of the registration or safety data sheet of the substance, or another obligation of the REACH Regulation, (as per Article 37.2 of Directive EC No. 1907/2006 of the European Parliament and of the Council on the registra-tion, evaluation, authorisation and restriction of chemicals - REACH Regulation); the Buyer itself will be charged with any costs related to it. The Seller shall not be held responsible for any delays in delivery resulting from the above and the fulfilment of the respective obligations of the REACH Directive. In case that due to environmental and safety respect reasons it is not possible to

include the specific use required within those identified and the Buyer wants, contrary to the Seller's notice, to use these substances, the Seller reserves the right to withdraw from the contract. The Buyer shall not claim any right against the Seller that results from the above mentioned regulation.

7.2 European Regulation 2024/825 ("EmpCo")

The environmental and sustainability statements we use are intended exclusively for business owners and are intended solely for business-to-business (B2B) transactions. Any use or disclosure of such statements in communications with consumers requires our prior written consent. In our own environmental statements, we comply with the applicable legal requirements, in particular the requirements set forth in Directive (EU) 2024/825 (the "EmpCo Directive"). If environmental or sustainability statements are disclosed to consumers or end customers without our consent, the customer agrees to indemnify us against any and all claims that may arise as a result.

Article 8 - JURISDICTION AND GENERAL PROVISIONS

The parties agree that these conditions and their consequences are subject to French law. The language of this contract and of the relations between the parties is French.

In the event of a dispute between the parties relating to the existence, interpretation, conclusion, execution or termination of the contract and in the absence of amicable resolution, only the court with material jurisdiction in the area in which the registered office of NORDMANN FRANCE is located, i.e. the Commercial Court of ANNECY, shall be competent, even in the case of summary proceedings and notwithstanding multiple proceedings or parties, or the introduction of third parties.

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