

General Terms and Conditions of Wittur S.A.S. (“WITTUR”)

I. General

1. The following terms and conditions (hereinafter the “**General Terms and Conditions**”) shall apply to all sales and deliveries of goods and other deliverables as well as the performance of services by WITTUR to the purchaser acting in the exercise of its commercial or independent professional activity or as a public entity (hereinafter as the “**Purchaser**”) and **excludes any deviating terms and conditions of purchase on the part of the Purchaser.**
2. A contract is concluded upon receipt by the Purchaser of the written order confirmation. With such order confirmation, the Purchaser acknowledges to have read and fully understood all information contained in the quotation and to have it accepted without reservation. Such order confirmation implies agreement with the terms, products, services and prices. No subsequent claims will be considered regarding errors which were not reported by the Purchaser before submitting the order confirmation.
3. WITTUR remains the owner of all intellectual property rights (including without limitation copyrights) to samples, cost estimates, drawings and the like, information, physical and non-physical in nature, in electronic or other form. They may in no event be made accessible to third parties.
4. The General Terms and Conditions and any separate document expressly agreed upon between the parties constitute the entire agreement. Only written agreements and undertakings between the parties are binding. **Former or current practices, customs or agreements between the parties or practices and customs acknowledged in the given sector do not become part of the contract.**
5. **WITTUR and the Purchaser have exchanged all the information necessary for the conclusion of the contract. In particular, the Purchaser declares that it studied and interpreted the clauses of the General Terms and Conditions and explicitly accepts them, including, without limitation, those marked in bold.**

II. Price, payment, financial situation of the Purchaser

1. In the absence of a deviating individual agreement, prices shall be ex works (ICC Incoterms 2020) packaging excluded. Value added tax applicable at the respective statutory rate shall be added to the prices.
2. WITTUR reserves the right to adjust prices as follows:
 - (a) Where a price list is shown prior to the conclusion of a purchase contract, the prices shown are subject to change at any time and without notice. Only the prices set out in the price lists valid at the time of conclusion of the contract are relevant and shall apply.
 - (b) If for any reason beyond the control of WITTUR costs of material, inflation, labour, storage or delivery of the goods and any ancillary costs increase or decrease, WITTUR reserves the right to adjust the price of the ordered goods accordingly.
 - (c) In the event of significant cost increases, the right to adjust prices also exists with regards to costs occurring after the conclusion of the contract and prior to effecting the delivery, if such cost increases could not be foreseen with sufficient certainty.
3. In the absence of a deviating individual agreement, payment shall be made without any deduction. The price shall be paid within thirty (30) days of the date of issuance of the invoice. In case of late payment, late payment penalty shall be automatically due, without a request being necessary, at a rate equal to the interest applied by the European Central Bank to its most recent refinancing operation (for payments due during the first calendar semester, the rate shall be as of January 1st, and for the second semester it should be as of July 1st), increased by ten (10) percentage points. WITTUR shall also be entitled to a lump-sum fee of forty euros (€40) for recovery costs or more if these costs exceed this amount.
4. **The Purchaser shall only have the right to withhold payments or offset them against counterclaims to the extent that its counterclaims are undisputed or have been finally determined by a court of law.**

5. **Ongoing insolvency or bankruptcy proceedings against the Purchaser's assets entitles WITTUR to rescind the contract as of right ("de plein droit") and to demand the immediate return of the item.**
6. **WITTUR reserves the right to check the solvency of the Purchaser after confirmation of the order and to cancel the sale as of right ("de plein droit"), without incurring any liability whatsoever, if the conclusions of the checks prove unfavourable to the Purchaser. The Purchaser shall nevertheless have the option of overruling this decision by providing WITTUR with the required guarantees of solvency or by paying the total price, upon WITTUR's first request.**
7. If, after conclusion of a contract with the Purchaser it becomes apparent that the fulfilment of the Purchaser's contractual obligations is at risk due to its financial situation (in particular in the event of suspension of payments, application for the opening of insolvency proceedings, seizure or execution measures, raising of bill or cheque protests and return of direct debits, also vis-à-vis or to third parties), WITTUR shall be entitled, at its own discretion, to withhold delivery until either advance payment of the purchase price or provision of appropriate security.
8. Should the advance payment or security deposit pursuant to Section II.7 not be provided by the Purchaser within two weeks, WITTUR shall be entitled to rescind the corresponding agreement.

III. Delivery periods and dates, delay in delivery

1. In the absence of a special agreement, deliveries are made EXW (Incoterms 2010) from WITTUR premises or from another place designated by WITTUR.
2. **Delivery periods and dates shall be individually agreed. In the absence of special agreement that would expressly set forth they are binding, they are non-binding. Delivery deadlines shall not commence until all commercial and technical questions between the parties to the contract have been clarified and the**

Purchaser has fulfilled all cooperation obligations incumbent upon him, such as the provision of the necessary official certificates or permits, and, to the extent that advance payment has been agreed, not before receipt of the agreed payment by WITTUR.

3. **Subsequent changes to the contract may result in an extension of the agreed delivery deadlines and a postponement of the delivery dates.**
4. If the parties agree that the deadlines are binding, compliance with the delivery deadlines shall be subject to the correct and punctual delivery to WITTUR on the part of WITTUR's own suppliers.
5. WITTUR shall make the delivery item available for collection by the Purchaser at the contractually-agreed place of delivery and inform the Purchaser accordingly before expiry of the deadline. In the case of non-binding delivery periods or dates, WITTUR can inform the Purchaser within a period of two weeks prior to the delivery that the item is ready for collection and/or, if acceptance is required under the specific agreement, that the item is ready for acceptance. The Purchaser shall collect the item at the contractually agreed place within 30 days from the date when WITTUR informed the Purchaser of the availability of the item.
6. If the delivery of the item is delayed for reasons for which the Purchaser is responsible, the costs incurred as a result of the delay shall be charged to the Purchaser.

IV. Transfer of Risk, Default of Acceptance, Partial Deliveries

1. Risks in relation to the item shall pass to the Purchaser upon delivery. When the item is to be accepted by the Purchaser in accordance with the special agreement, the risk shall pass at the Purchaser's acceptance of the item. Delivery or acceptance shall be deemed to have taken place if the Purchaser is in default of acceptance.
2. The Purchaser shall be in default of acceptance if it does not collect the item on the agreed delivery date or, if acceptance is required under the specific agreement, does not accept the item despite readiness for acceptance. If

the customer does not collect and/or take delivery of the goods upon expiry of the period, he shall be in default of acceptance.

3. If the Purchaser is in default of acceptance or fails to cooperate with WITTUR or if Purchaser is responsible for the delivery delays, WITTUR shall be entitled to demand compensation for the resulting damage and for any additional expenses incurred (e.g. storage costs). **WITTUR will charge the Purchaser additional expenses of EUR 15.00 per square metre and per month for any storage costs incurred for the above-mentioned reasons as penalty payment.**
4. Notwithstanding the foregoing, WITTUR offers a storage service for Purchaser's materials. Such service is free of charge for 15 days after arrival of Purchaser's materials at WITTUR's warehouse. After expiration of this period, the Purchaser has the option to store its materials at WITTUR's warehouse for an additional period of 30 days according to the following pricing table:
 - Orders up to €1,000: €1.50/day
 - Orders between €1,000 and €5,000: €5.70/day
 - Orders between €5,000 and €10,000: €9.00/day
 - Orders between €10,000 and €25,000: €29.00/day
 - Orders between €25,000 and €50,000: €57.00/day
 - Orders between €50,000 and €75,000: €85.00/day
 - Orders above €100,000: €125.00/day
5. WITTUR shall be entitled to make partial deliveries.

V. Retention of title, insurance

1. **WITTUR RETAINS ITS TITLE TO THE ITEM UNTIL RECEIPT BY WITTUR OF PAYMENT OF THE FULL AMOUNTS DUE BY THE PURCHASER IN RESPECT OF THE ITEM.**
2. In case of resale, combination or processing of the item subject to the retention of title, the parties agree as follows.
 - a) In the event of combination and processing of the item, WITTUR can obtain compensation for the damages in addition to the payment of the item price.

b) When the items delivered by WITTUR are resold to Purchaser's contractual partner, WITTUR gives its consent to the resale upon the condition that the Purchaser informs its contractual partner about the retention of title. The Purchaser hereby assigns to WITTUR all claims it has acquired as a result of the resale.

3. The Purchaser is obliged, upon request, to provide complete and exhaustive information on the whereabouts of the delivered items which remain unpaid, the type of possible loss of WITTUR's title, the claims acquired thereby and the identity of the third party detaining the item.
4. Upon request, the Purchaser must inform its contractual partner of its obligation to pay the price to WITTUR directly of performance.
5. Any assignment of claims, as far as they originate from deliveries of items obtained from WITTUR to third parties, in particular for the purpose of obtaining credit, is excluded. The Purchaser is obliged to inform WITTUR immediately of any seizures or other restrictions pertaining to WITTUR's ownership. A breach of this obligation shall render the Purchaser liable for damages. The consequences pursuant to Section II.5 shall apply. Any intervention costs incurred shall be borne by the Purchaser.
6. The Purchaser must insure the item against transport, fire, theft, and water damage from the time the item is handed over to the carrier for transportation to the final transfer of ownership and bear the costs thereof.

VI. Warranty

WITTUR provides the following warranty for material defects and defects of title of the delivery to the exclusion of further claims - subject to Section VII:

1. **The Purchaser must inspect on delivery the items delivered in respect of quantity and quality and provide proper notice of defects immediately to benefit from the warranty. In the absence of immediate notice, the item is considered accepted and Purchaser loses its right to warranty, except for hidden defect which was not discoverable during inspection.**
2. Complaints regarding incomplete deliveries and other recognizable defects must be made

by the Purchaser to WITTUR in writing with a specific indication of the defect. **WITTUR must be notified in writing of incomplete deliveries and other recognizable defects immediately, but at the latest within one week after delivery. Notification is to be made regarding hidden defects immediately and at the latest within one week after their discovery.** Acceptance and/or approval of the item may not be refused for reason of insignificant defects. Claims arising from delayed notification of defects are excluded.

3. The costs for the inspection of the item shall be borne by the Purchaser.
4. In the case of defective goods, **WITTUR shall, at its own discretion,** provide subsequent performance by remedying the defect (subsequent improvement) or deliver a defect-free item (subsequent delivery).
5. After agreement with WITTUR, the Purchaser must give WITTUR the necessary time and opportunity to carry out all repairs and replacement deliveries that appear necessary. **Only in urgent cases, where operational safety is endangered, or so as to prevent disproportionately large damage, whereby WITTUR is to be informed immediately of the intended remedying method and the estimated expenditure for remedying the defect - in writing - and the remedying method is to be agreed with WITTUR, the Purchaser shall have the right to remedy the defect himself or have it remedied by third parties, and then demand reimbursement of the necessary expenditure from WITTUR.**
6. Of the costs arising from the repair or replacement delivery, WITTUR shall bear - insofar as the complaint proves to be justified - the costs of the replacement part, including any agreed shipping costs.
7. The Purchaser may terminate the contract if WITTUR has not remedied the defect within 45 days. The Purchaser has no right of termination for insignificant defect that does not significantly impair the use of the item is excluded.
8. Contractual guarantees shall only be assumed by WITTUR when a special agreement has been made. **Any reference to technical standards, e.g. DIN standards, serves only**

to describe the goods and does not constitute a guarantee or warranty.

9. No warranty is assumed in the following cases:

Unsuitable or improper use, faulty assembly or commissioning by the Purchaser or third parties, natural wear and tear, faulty or negligent treatment, improper maintenance, unsuitable operating materials, defective construction work, unsuitable subsoil, chemical, electrochemical or electrical influences - insofar as WITTUR is not responsible for them.

10. If the Purchaser or a third party carries out improper repairs, WITTUR shall not be liable for the resulting consequences. The same shall apply to changes to the item made without WITTUR's prior written consent.
11. The limitation period for warranty rights shall be one year from delivery of the item. However, this limitation shall not apply if (i) a defect has been fraudulently concealed or (ii) a contractual guarantee has been given for the quality of the item. In the event of claims for damages, this limitation shall not apply in the following cases: (i) personal injury, (ii) wilful misconduct and (iii) gross negligence on the part of WITTUR's officers or directors.

VII. Liability

1. WITTUR shall only be liable if its breach is proven in the occurrence of the damage.
2. WITTUR's liability shall be limited to the foreseeable and direct damages. WITTUR's liability shall not exceed the value of the goods plus remedy costs.
3. **In no event shall WITTUR be liable for any indirect damages or damage to property, loss of business, loss of profits, or loss of goodwill.**
4. Any liability on the part of WITTUR – for whatever legal reasons – is excluded for damages that have not occurred to the delivery item itself. Therefore, WITTUR shall not be liable under any circumstances for consequential damages, indirect damages, financial losses, damages due to delay, damages to third parties, immaterial damages, loss of profits, as well as damages resulting from loss of production, loss of use or the like.

5. WITTUR shall not be liable for compliance with the technical regulations in force in each country in which WITTUR item may be used. The Purchaser shall be solely responsible in this respect.
6. All claims of the Purchaser against WITTUR shall become statute-barred within 12 (twelve) months from the delivery of the item, except as indicated in Section VI.12. Any action beyond this period shall be deemed to be time-barred.
7. Insofar as WITTUR's liability is excluded or limited, this shall also apply to WITTUR's employees, workers and representatives.

VIII. Force Majeure

1. If WITTUR is hindered in its performance of its contractual obligations due to force majeure such as mobilization, war, terrorism, riots, natural disasters, flooding, fire, explosions or other unforeseeable circumstances for which WITTUR is not responsible, such as strikes or lawful lock-outs, operational or transport disruptions, difficulties in procuring raw materials, virus and other attacks by third parties on the IT system of WITTUR, insofar as these occur despite the observance of the usual care taken in protective measures, as well as direct or indirect effects of epidemics or pandemics (including COVID-19), including associated official authorities, legal or other measures, the agreed delivery periods shall be extended by the duration of the hindrance plus a reasonable start-up period. WITTUR shall not be held responsible for the aforementioned circumstances even if they occur during an already existing default. WITTUR shall inform the purchaser of the beginning and the expected end of such circumstances as soon as possible.
2. In the event of force majeure WITTUR also has the right (a) to reject an order or (b) if the hindrance lasts six weeks or longer to cancel an order. If the hindrance lasts six weeks or longer the Purchaser may also rescind the contract.

IX. Compliance with regulations and export

1. Purchaser shall comply with all applicable legal, regulatory and governmental requirements, including applicable import and export regulations and other laws of the country in which Purchaser sells, otherwise places on the market or uses the goods. Purchaser shall obtain and maintain, in a timely manner, all necessary permits and licenses and any other authorizations required to use or export the goods under all such applicable laws.
2. WITTUR is entitled to withhold delivery to the Purchaser if the delivery to the Purchaser would violate such applicable laws or if the required permits have not been procured and this is not due to the fault or responsibility of WITTUR.
3. WITTUR also reserves the right (a) to reject an order or (b) to cancel an order if such order or the subsequent delivery would infringe applicable sanction laws or embargoes.

X. Applicable law, place of jurisdiction

1. French law, without application of its international private law rules, shall apply exclusively to all legal relationships between WITTUR and the Purchaser. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.
2. **ANY DISPUTES ARISING OUT OF, OR IN CONNECTION WITH, THE SIGNATURE, VALIDITY, INTERPRETATION, PERFORMANCE OR TERMINATION OF A CONTRACT CONCLUDED ON THE BASIS OF THESE GENERAL TERMS AND CONDITIONS SHALL BE SUBMITTED TO THE EXCLUSIVE JURISDICTION OF THE COMMERCIAL COURT OF PARIS, INCLUDING IN CASES WHERE THERE ARE MULTIPLE DEFENDANTS.**