

## GENERAL TERMS AND CONDITIONS FOR THE SALE AND DELIVERY

STE D'APPLICATION DES SILICONES ALIMENTAIRES, Parc d'activités Les Ansereuilles CS 10198 59136 WAVRIN - FRANCE

### ARTICLE 1 – GENERAL CLAUSES

The present General Sales and Delivery Terms and Conditions (hereinafter the « GTC ») shall apply to the company STE D'APPLICATION DES SILICONES ALIMENTAIRES, its agents or representatives (hereinafter the « Supplier ») to all customer (hereinafter the « Customer ») regarding the sale and supply of all materials, objects, components and services (hereinafter the « Product »).

Any order placed with the Supplier implies that the Customer has read and fully and unconditionally accepted the GTCs. The implementation of the Customer's Terms and Conditions of Purchase shall be excluded and deemed automatically void even if they are referred to by the Customer in his purchase order unless of a specific prior agreement in writing is made between the Supplier and the Customer (hereinafter the "Parties"). The full and entire acceptance of the GTC by the Customer as well as of the Supplier's specific provisions contained in his offer, acknowledgement of receipt of order accompanied when appropriate, of any document expressly referred to in the acknowledgment of receipt of order, constitute the entire agreement between the Parties (hereinafter the « Contract »), to the exclusion of any other document and in particular catalogues, leaflets, advertisements, notices, which are only informative and indicative, and bear no contractual value.

The GTC are available on the [www.groupeasademarle.com](http://www.groupeasademarle.com) website, which may be modified at any time without notice. These amendments are binding on the Customer who must thus refer regularly to this website in order to verify the GTC in force. The latest printed version of the GTC will be sent to the customer free of charge upon request.

### ARTICLE 2 – COMMERCIAL OFFER AND ORDER

#### 2.1 – Commercial offer

The Supplier's commercial offer is valid for a time period of 30 days from their issue unless stated otherwise in the commercial offer. If necessary, it is preferable for the Customer to communicate to the Supplier precise specifications concerning his needs in order to enable the Supplier to make as precise offers as possible.

#### 2.2 – Order

Order shall only be final when (i) it has been confirmed in writing by the Supplier in the form of a normalized order acknowledgement coming from the Supplier's sales administration on the one hand, and (ii) the signature of the Product plans by the Customer when requested by the Supplier on the other hand. The order confirmation can also result of performance by the Supplier. In case of partial performance of an order, the confirmation is valid only for the Products which have been shipped.

An order thus accepted shall not be amended by the Customer in full or in part during its implementation without the Supplier's prior written consent.

Any partial or total cancellation of a pending order is impossible and will not be accepted by the Supplier.

The information, standards and characteristics indicated in our printed or electronic documentation (prospectus, catalogue, notices, data sheets, brochures, circular letters, etc.) are provided for information purposes only. We reserve the right at any time to make any changes we deem necessary to our Products and to modify, without prior notice, the models defined in our prospectuses,

catalogues or documentation, without any obligation to modify the Products previously delivered or for which orders have been placed but not yet fulfilled. The modifications shall not give rise to the payment of any damages or penalties.

No order can be made for a total amount lower than 500 euros.

The Supplier is entitled to delivery + or - of the Product quantity and to bill these Products.

In the event that the Customer places an order with the Supplier without having paid the previous order(s), the Supplier may refuse to fulfill the order and deliver the Products concerned without the Customer being entitled to claim any compensation for any reason whatsoever, even if the order was confirmed by the Supplier.

The customer acknowledges that it has sufficient experience and expertise to assess its product needs and that it has received all useful information with a view to placing orders in full knowledge of the circumstances. In this respect, it is the customer's responsibility to ensure that the characteristics of the Products ordered are suitable for its needs from the standpoint of both performance and the options for their intended use.

The Supplier markets its Products per logistical unit, the packaging of logistical units indicated in the price list and catalogues must be respected and no exceptions will be accepted unless previously agreed and confirmed in writing.

### ARTICLE 3 – PRICE AND PAYMENT TERMS

#### 3.1 – Price

Price of the Product shall be as stated in the Supplier's order acknowledgement. Unless the acknowledgment of receipt of the order stipulates another special condition expressly agreed by the Supplier, all prices shall be net, in euros and without discount for goods at disposal with cash payment at collection. The price can be adjusted by the Supplier according to the economic conditions on the day of delivery.

Intra-Community supplies will be invoiced VAT free in accordance with Article 262 Ter-1 of the General Tax Code.

Unless otherwise stipulated in the acknowledgment of receipt of the order, the applicable delivery conditions are "Ex-Works" (Incoterm 2020). If and only if the Supplier performs the delivery with its own vehicles, the applicable delivery conditions are "Carriage Paid To" (Incoterm 2020) until the place of arrival of the Supplier's own vehicles.

All taxes, custom duties or other duties or fees in connection with the execution of the Agreement shall be borne solely by the Customer and are not included in the price.

For the packaging of orders on pallets, we apply a flat-rate contributory charge of €10 per pallet, which will be stated on the invoice and calculated automatically according to the packages.

#### 3.2 – Payment Terms

Unless the acknowledgment of receipt of the order form stipulates another special condition expressly agreed by the Supplier, payment shall be made by the Customer no later than 30 days from the date of the invoice, by cheque, bank transfer or bill of exchange in the currency stipulated. Unless otherwise agreed with the Customer, any first order is payable in advance in full.

The payment is net of any deduction, withholding or other charge.

In no event payments can be set-off without the Supplier's prior agreement in writing.

Unless otherwise provided by public policy, payment default of all or part of the price by the agreed due date shall render immediately payable all invoices or bank

transfers not yet due for all outstanding orders and all outstanding orders on pro forma invoices.

Any default payment of whole or part of the price at the due date shall lead to the following results, and without prior formal notice, in accordance with Article L. 441-10, II of the French Commercial Code:

- Late penalty fees which shall be applicable immediately to the Customer on the amount owed at a rate equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points; any interest shall accrue from the date on which the disputed amount becomes due without the need for a reminder;
- Any delay in payment will also give rise to the payment by the Client of a lump sum compensation for recovery costs in the amount of EUR 40.00;
- The Supplier may request compensation from the Customer if the collection costs actually incurred exceed this amount in particular banking, protest and stamp charges, upon presentation of supporting documents.

By way of liquidated damages in accordance with the provisions of the French Civil Code, and without prejudice to any other damages, any invoiced amount collected through an external debt collection company is increased by flat-rate compensation of 20% excluding VAT of said amount, without prejudice to reimbursement of expenses incurred through non-payment and judicial collection costs.

The Supplier uses a credit-insurer and thus reserves the right to receive, at any time, cash payments and/or the provision of guarantees and/or shorter payment terms from the standard conditions, in the event the credit granted to the Customer by the credit-insurer is insufficient to cover the outstanding amount.

In the absence of payment by the Customer, and eight (8) days after a formal notice by registered letter with acknowledgement of receipt has remained without effect, the Seller may terminate or suspend the performance of all or part of the Contract with immediate effect to the exclusive fault of the Customer. The Seller shall notify the Customer of his decision by any means and the goods shall be made immediately available to the Seller.

### ARTICLE 4 – DELIVERY, CLAIMS, RETURNS

Unless otherwise expressly agreed in writing by the Supplier and included as a special condition in the acknowledgement of receipt of the order, all Products shall be delivered Ex-Works, i.e. the transfer of risks to the Customer shall take place at the Supplier's factory, before loading the Products, either in accordance with the Incoterm "Ex-Works" (Incoterm 2020), or, y exception, in accordance with the Incoterm "Carriage Paid To" (Incoterm 2020) if the latter was agreed.

Delivery dates indicated by the Supplier are given as a general guide only and are not binding. Delays shall neither give ground for cancellation of the order or termination of the Contract, nor give rise to a right to compensation or to the reduction of the price. It shall be the duty of the Supplier to inform the Customer as soon as possible of this delay.

If the shipment of the goods is delayed due to the Customer, a provision invoice may be issued payable within the same period as if the goods had been shipped on the date stipulated in the Contract.

If the Customer does not take delivery of the Products after notification of availability, an amount equal to 1% of the value of the Products will be due by the Customer to the Supplier per month of delay as storage costs.

Any liquidated damages for late delivery not expressly agreed in contractual documents listed in Article 1 hereof shall be excluded. In the event that liquidated damages have been agreed, these shall be deemed to be of a lump-sum nature and full discharge of any other compensation. In the absence of a contradictorily signed delivery note by both Parties, to be valid, claims relating to apparent defects, the composition and quantity of the Product delivered, or any non-conformity with the delivery form shall be made within eight (8) days of delivery of the Products, without prejudice to the measures to be taken vis-à-vis the carrier, failing which they will be declined. Claims must be issued before any transformation. The Customer shall provide all justifications as to the reality of the defects or missing parts noted.

The unreserved receipt of the Products ordered by the Customer covers any apparent defects and/or missing Products. The submission of a claim shall not entitle the Customer to suspend payment of the invoice corresponding to the Product concerned or to reduce its price.

No Product shall be returned to the Supplier without its prior consent. Returns should, in this case, be made carriage free DAP ("Delivered at Place" Incoterms 2020) to the address indicated by the Supplier. The Supplier shall not be liable for any loss or damage of a package returned. In the latter case, the defect cannot be proven nor the non-conformity demonstrated.

In the event of acceptance of a Product return, return to stock costs corresponding to 20% of the purchase value will be applied.

When, after checking, an apparent defect or missing item is actually found by the Supplier, the Customer may only request the Supplier to replace the non-conforming Products and/or to make up for the missing items at the latter's expense, without the Customer being entitled to claim any compensation or the cancellation of the order. Unless otherwise provided, the Supplier reserves the right to make partial deliveries and invoice them separately.

#### **ARTICLE 5 – SCOPE OF DELIVERY AND CUSTOMER OBLIGATIONS**

In accordance with the regulations in force, any sale or supply of the Products is subject to legal guarantees.

The Supplier's liability is strictly limited to the supply of Products in accordance with contractual specifications.

In no event shall the Supplier be liable for the conformity of the Product for the use of which the Customer intended it. Only the conformity of the Product with the contractual specifications shall be guaranteed. Any technical advice provided by the Supplier orally, in writing or by testing, before and/or during the use of the Products shall not constitute in any way an undertaking by the Supplier or be interpreted as demonstrating the existence of an obligation of the Supplier to provide advice to the Customer.

The Customer undertakes to communicate and facilitate access of any information (if possible in electronic form) and document necessary for the Supplier to fulfil his obligations within the best conditions and within the time limits foreseen, clearly define his needs and provide quality, documented and exhaustive data within the required time limits and to cooperate actively and permanently with the Supplier.

The Customer is committed to comply with all advices, prescriptions and instructions provided by the Supplier, notably through the documentation provided to the Customer, or through any other means.

#### **ARTICLE 6 – DEFAULTS**

The Supplier makes the commitment that the Products comply with the contractual specifications. Deviations in quantity and quality shall be permissible within the limits mentioned in section 2.2, the limits of current standards applicable or common practice. The Products shall be deemed compliant notwithstanding any reasonable deviation resulting from customary tolerances resulting from the production tools' capabilities of the manufacturer of the delivered products.

When applicable, the Customer shall provide proof that the Products supplied under the Contract do not comply with the contractual specifications at the time of delivery, and shall notify the Supplier in writing within five (5) working days of the discovery of the non-compliance or defect. The Customer shall refrain from involving any third party for ascertaining the defect or intervening on the Product.

In this case, if the defect is proven, the Supplier reserves his right to proceed directly or indirectly to any observation or on-site verification and will, at his choice either repair or replace the non-conforming Products at his own expense or reimburse the Customer in the form of a credit note for the value of the invoiced price, to the exclusion of any other remedy.

The following defects are excluded from the present warranty:

- Defect resulting from abnormal use by the Customer and/or due to a negligence in handling, storing (notably prolonged storage) or installing the Products without compliance with the specifications and instructions of the Supplier and/or normal usage;
- Defect due to the repair or modification of the Products by the Customer himself or by any third party without the prior written consent of the Supplier;
- Surveillance or maintenance default;
- Defect resulting from any cause which is exterior to the Supplier, such as faulty or bad quality installation; influence of third party products; chemical, environmental, atmospheric or electrical influences or other influences not related to the Supplier;
- Defect for which it is not proven that it existed at the time the Products were sent by the Supplier.

#### **ARTICLE 7 – LIABILITY AND INSURANCE**

The Supplier declines all liabilities for any transformation work carried out on the Products outside his factories.

In the event the Supplier is held liable, notably with respect to the supply of Products, the performance of the Contract, the Supplier's negligence or any other reason, this liability shall be limited to compensation for damages up to the amount equal to 20% of the value of the particular order subject to improper performance or non-performance and may not exceed a maximum of €50.000 per order giving rise to a claim unless expressly agreed by the Supplier. The Supplier shall only be liable for damages to material and direct property and solely in case of fault of the Supplier proven by the Customer. The Supplier shall in no event be liable for damages resulting from the fault and/or negligence of the Customer and/or a third party.

The Supplier's liability is expressly excluded for any indirect and/or consequential and/or non-consequential (within the meaning of insurance law) and/or financial damage and/or loss suffered by the Customer or a third party; such as, but without being limited to, an action brought against the Customer by a third party, a loss of profit, an operating loss, a loss of production, a loss of turnover, a loss of data, a loss of a right, interruption of a service provided by a person or property, damage to the brand image, loss of an opportunity etc. Any action by the

Customer related to a Product shall be time-barred after one year from the moment when the Customer had knowledge or should have had knowledge of the facts allowing him to bring this action.

#### **ARTICLE 8 – HARDSHIP AND FORCE MAJEURE**

##### **8.1 - Hardship events**

Each Party declares that it expressly and knowingly waives his right to avail itself of the provisions of Article 1195 of the French Civil Code. The Parties undertake to assume their obligations even if the contractual balance is disrupted by circumstances that were unforeseeable at the time the Contract was concluded, and even if their performance would prove excessively onerous, and to bear all the economic and financial consequences.

##### **8.2 - Force Majeure**

Any event beyond the debtor's control and reasonably unforeseeable at the time the Contract was formed and which the Parties were unable to avoid or overcome at the time of its occurrence, rendering impossible the total or partial performance of the obligations provided for in the Contract are considered as grounds for exemption from the Parties' obligations.

The following are automatically considered as events of force majeure for the Supplier: lock out, strike (internal or external), epidemic or pandemic, embargo, accident, interruption or delay in transport, impossibility of obtaining procurement from suppliers, riot, claim for total or partial loss, bad weather, war, total or partial collective conflict, accident, difficulty in transporting or procuring raw materials or products, defects in raw materials or a notable administrative, judicial or political decision, a significant change in the situation in the customer's country or in France or any other event beyond our control resulting in partial or total lay-off of staff at our company.

In the case of such an event, the victim Party shall immediately inform the other Party by telephone or e-mail and this shall be followed by confirmation by a registered letter with acknowledgement of receipt.

If the event is only temporary, the effects of the Contract shall be suspended until the situation is restored to normal and the Supplier reserves the right to temporarily suspend the delivery of the Products ordered by the Customer.

If the force majeure event which obliges the Customer to suspend the performance of his obligations exceeds thirty (30) days, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer by registered letter with acknowledgement of receipt, without compensation from either Party as a result of such termination.

#### **ARTICLE 9 – RETENTION OF TITLE**

In accordance with the provisions of Articles 2367 and following of the French Civil Code, the Supplier shall retain full ownership of the Product until actual payment of the full price to the Supplier.

The delivery of drafts or securities creating an obligation to pay shall not constitute payment under this clause.

From the date of availability of the Product delivered Ex-Works, the Customer assumes the liability for any damage that this Product may suffer or cause for any reason whatsoever. Until full payment, the delivered Products will be consigned in storage, the Customer agrees to store the Products in good conditions of conservation and in such a way that they cannot be confused with other Products and to preserve the identification marking as the property of the Supplier intact.

If any of the Customer's payment is overdue the Supplier reserves the right to request for the return of all the Products delivered at the Customer's expense, risk and peril, without prejudice to any other right in particular his right to cancel ongoing sales. He may be compelled to do so by a simple summary order.

Products shall be returned to the Supplier's premises as soon as they are reclaimed by registered letter with acknowledgement of receipt, at the Customer's expense, risk and perils. The Supplier is authorized to draw up a unilateral inventory of Products that have not been paid for. The Customer shall bear all costs and fees incurred in connection with the reclaiming, inventorying and return of the Products.

The Customer is liable for a depreciation allowance set at 15% excluding tax of the value of Products not paid for per month or part months of custody of the Products, from their delivery until their return.

Nevertheless, the Customer shall be entitled to resell and process the Product under the following conditions:

- The Customer may resell the supplied Products within the scope of his usual business practice but may not pledge them or transfer the ownership as a guarantee. These Products are non-seizable;
- The Customer may also process the supplied Products within the scope of his usual business practice. In case of processing, the Supplier acquires ownership of the Products resulting from the processing for the purpose of ensuring the Supplier's rights. In the event of seizure or other intervention by a third party, the Customer shall notify the Supplier immediately;
- The resale and processing authorization will automatically and immediately be withdrawn in case of the Customer's insolvency or default of payment.

In case of sale and/or delivery of the Product, either without or following processing or combination, the Customer shall be required to inform the Purchaser of the Products of the existence of the retention of title clause and provide the Supplier with any details and documents necessary for the assigned debts to be collected.

#### ARTICLE 10 – ASSIGNMENT AND SUB-CONTRACTING

The Supplier shall be entitled to assign all or part of his rights and obligations arising out of this Contract with the Customer to a third party of his choice.

The Customer shall not, under any circumstances, transfer his rights and obligations under this Contract without the Supplier's prior express consent.

The Supplier reserves the right to use subcontractors for the performance of the Contract without the prior information and consent of the Customer, which the Customer acknowledges and accepts. The latter shall not sub-contract all or part of his rights or obligations under this Contract to a third party without the prior consent of the Supplier.

#### ARTICLE 11 – TERMINATION AND RESOLUTION

In case of material breach by the Customer of his contractual obligations, the Supplier may send a formal notice to perform by registered letter with acknowledgment of receipt and, after fifteen (15) days or any other period indicated in the acknowledgement of receipt of the order form, if the prior formal notice to perform has remained unanswered, notify by a second registered letter with acknowledgment of receipt of the termination of the Contract and/or the cancellation of the current order immediately and by right (*de plein droit*). Beyond the above, the Supplier reserves the right to prematurely terminate the Contract without the

Customer being entitled to claim compensation of any kind whatsoever, in the following cases:

- In case of force majeure as defined in Article 8.2 ;
- In the event of any change in the legal situation of the Customer such as liquidation, death, or insolvency;
- In the event of non-payment as provided for in Article 3 or any serious breach by the Customer.

In case of resolution or termination agreed by the Supplier of all or part of the Contract, for a reason mentioned in this Clause or in agreement with the Supplier, the Product already manufactured or being manufactured and the costs and expenses already incurred for the Contract, shall be paid by the Customer.

#### ARTICLE 12 – CONFIDENTIALITY AND INTELLECTUAL PROPERTY

The Customer undertakes to treat as confidential all technical and commercial information and documents as well as all objects entrusted to him by the Supplier and which remain the exclusive property of the Supplier (who is the sole owner of the intellectual property rights) and is prohibited from disclosing and/or transmitting them in any way whatsoever to third parties, except with prior written consent of the Supplier.

The Customer shall not disclose his business relationship with the Supplier except with prior written consent of the Supplier.

The Customer expressly acknowledges that the trademarks SASA, FLEXIPAN and SIPLAT as well as all existing or future acronyms, trademarks and logos derived from or supplementing them, are and shall remain the exclusive property of the Supplier. Consequently, the Customer formally agrees not to proceed directly or indirectly with the filing of the above-mentioned trademarks in any country whatsoever and in any class whatsoever. Likewise, the Customer formally agrees not to proceed, directly or indirectly, in any country and in any class whatsoever, with the filing of any other trademark, domain name and/or any distinctive sign relating to the trademark or the Products bearing said trademark or accessories or derivatives thereof, or which bear a similarity or similitude with the trademark of any of the distinctive signs used by the Supplier in the framework of its business. Otherwise, the Supplier reserves the right to obtain compensation by any means. All Customers may only refer to or use the trademarks, logos, documents or any other intellectual property right belonging to us or of which they have a right of use under our express, prior written authorization for the sole purpose of promoting the resale of the products under normal conditions in the course of their business. When authorized, any use of a trademark, logo or other distinctive signs by the Customer is made under its full and total responsibility in compliance with the graphics charter and the legal information concerning the Products, in particular in the event of their presence on a website and on any printed support medium. Any document, of any nature whatsoever, delivered or sent to the Customer remains our exclusive property and unless expressly agreed in advance, shall not be communicated to third parties, for any reason whatsoever.

#### ARTICLE 13 – SPECIFIC TERMS APPLICABLE TO VENDORS AND DISTRIBUTORS

In the common interest of the Parties, the Customer who procures Products from the Supplier for the purpose of reselling or distributing such Products to professionals and/or consumers (hereinafter the « Distributor ») is setting the following targets:

- The Distributor will answer to any request from a final customer or from the Supplier within 48 working hours from the receipt of such request.
- To the extent they are provided by the Distributor, the following services will be realized within the following time period:
  - o Change of inox foiling on stainless steel cooking supports for GMS and industrial customers: 48 hours from customer request.

Conversely, the Supplier is setting the following targets:

- The Supplier will answer to any request from the Distributor within 48 working hours from the receipt of such request.
- The Supplier will make its best efforts to enable the Distributor to perform the services within the time periods mentioned above.

#### ARTICLE 14 – LANGUAGE OF THE CONTRACT - APPLICABLE LAW - DISPUTE SETTLEMENT

Only the French version of these GTC shall be binding between the Parties, regardless of any translations made. This English version was created for convenience purposes only.

Any dispute relating to the application interpretation and performance of these GTC as well as the sales governed by them which are not covered by these contractual provisions shall be governed by French law to the exclusion of any other law. The application of the Vienna Convention on International Sale of Goods (CISG) and international conflict of law rules are explicitly excluded. Any differences that may arise between the Parties with regard to the interpretation or execution of these GTC shall be subject to an attempt of an amicable resolution between the Parties.

In the event of failure of the amicable resolution, the dispute shall be brought before the Commercial Court of the jurisdiction where the Supplier's registered office is located, with the express exclusion of any other, even in case of a warranty claim or multiple defendants. However, the Supplier reserves the right to submit any dispute before the Commercial Court of the location of his concerned facilities.

#### ARTICLE 15 – WAIVER

The fact that the Supplier does not at any given time invoke any of the provisions of these GTC shall not constitute a waiver of the right to invoke these same provisions at a later date.

#### ARTICLE 16 – MISCELLANEOUS

The Customer warrants that he complies and will comply with anti-corruption laws and legal provisions.

The Customer undertakes to comply with ethical rules and acknowledges that the Product may be subject to applicable EU and US export control restriction laws and regulations. The Supplier shall not be liable in the event of re-export by the Customer of the Products to a final destination prohibited by applicable laws or regulations in force.

If any provisions of these GTC or any part thereof are found to be null and void under any rule of law, those provisions shall be deemed unwritten, but shall not invalidate the other provisions of these GTC which shall remain in force between the Parties. If necessary, any stipulation that is declared null and void shall automatically be replaced by a legally admissible rule closest to the original will of the Parties.

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