

ARTICLE 1 - SCOPE

These general terms and conditions of sale (hereinafter referred to as the "T&Cs") govern all sales and services concluded by Revoluplast with its customers, including international sales and services and customer-specific products. They are provided with its price proposals and appear on its commercial documents (invoices, etc.). Consequently, any customer placing an order is deemed to fully and unconditionally accept these T&Cs, without any right for the customer to assert, against Revoluplast, any conflicting or complementary provisions unless a prior written agreement is signed between the Parties, regardless of when they may have been notified to it. These T&Cs prevail over any other document issued by the customer, including any terms of purchase. Any changes to these T&Cs apply to orders placed after the date of the changes, in line with the period specified by Revoluplast. Revoluplast reserves the right to refuse to conclude a sale, to conclude it on terms and conditions departing from these T&Cs or to cancel an order, in particular in the event that the customer is not creditworthy, a previous payment default has occurred, trade credit insurance has been totally or partially refused and/or is not demonstrated, the request is abnormal or made in bad faith or for a new customer.

If Revoluplast does not enforce at any given time one of the clauses of these T&Cs, this may not be construed as a waiver of its right to enforce the same clauses at a later date.

Catalogues, leaflets, advertisements and price lists are for information purposes only and are not binding.

In general, no products appearing, in particular, in the said catalogues, leaflets, advertisements and price lists may be treated as firm offers.

Revoluplast undertakes to supply products of merchantable quality in accordance with the standards and practice in force in its industry, in particular the general specifications available on its website.

ARTICLE 2 - JURISDICTION

In the event of a dispute, the Parties shall attempt to negotiate an agreement within one month of the occurrence of the said dispute.

If no agreement is reached within that period, the Parties jointly agree that all disputes arising from the conclusion or performance of contracts entered into between Revoluplast and its customers will be subject to the exclusive jurisdiction of the Courts of Chartres pursuant to a claim filed by either Party, even in the event of multiple defendants or third-party claims for indemnity and regardless of the terms of payment. The customer shall reimburse all costs incurred by Revoluplast in connection with any debt collection proceedings for the sums due, including the fees of judicial officers and other representatives of the law.

ARTICLE 3 - GOVERNING LAW - LANGUAGE - CURRENCY

3.1 - Governing Law

The Parties jointly agree that the law applicable to the contractual relationship between Revoluplast and the customer is French law, to the exclusion of all international treaties and conventions.

3.2 - Language

These T&Cs drafted in French prevail over any translation that may be made.

3.3 - Currency

The currency of account and the terms of payment are governed by French law.

It is formally agreed between the Parties that the currency of payment and the currency of account is the euro.

ARTICLE 4 - RETENTION OF TITLE

4.1 - Revoluplast shall retain title to the products sold until full payment of their price and any ancillary amounts, including those payable for related services and, in particular, the costs of carriage where payable.

This retention of title clause is binding on the customer and all the customer's creditors. Only the effective cashing of cheques, transfers or accepted drafts will be treated as a payment.

4.2 - The customer undertakes to inform Revoluplast of any event that could undermine its proprietary rights.

4.3 - The customer is authorised to resell or use the products delivered by Revoluplast in the normal course of the customer's business.

However, the customer will lose that right if the customer is technically insolvent (*cessation des paiements*) or in the event that the price is not paid on time.

4.4 - If the customer fails to pay all or part of the price by the agreed due date, Revoluplast will suspend deliveries and any other sum remaining due, for the relevant order or other orders delivered or in the process of being delivered, will become immediately due and payable. All extra-judicial or judicial debt collection costs will be borne exclusively by the customer, in addition to legal interest.

4.5 - If Revoluplast takes back products under this clause, the customer shall compensate it for any loss resulting from a drop in value of the products and, in any event, from the unavailability of the products in question.

Accordingly, the customer shall pay Revoluplast, as a penalty clause, compensation of 15% of the price excluding tax of the unpaid products. If Revoluplast is liable to refund a down payment previously received from the customer following the termination of the contract, Revoluplast shall be entitled to set off that debt against the sums owed pursuant to the penalty clause set out above.

ARTICLE 5 - ORDERS

5.0 - Account Opening and Customer Representations

No commercial relationship may be established between Revoluplast and the customer before an account opening phase, during which the customer must provide certain information. The customer is responsible for the information provided and validates the information by signing the new account application. The customer must have satisfactory trade credit insurance meeting the customer's product needs.

The customer is aware of the nature of the products supplied by Revoluplast, their specific features and the rules governing their handling/use, storage and conservation.

The customer is solely responsible for informing Revoluplast about the environment for the product to be manufactured and the technical requirements (level of sealing, whether or not the materials are flame-retardant etc.)

The customer is responsible for the information provided and validates it.

The customer is solely responsible for selecting the relevant products from those manufactured by Revoluplast.

If the customer issues terms of reference binding on Revoluplast, this will be under the sole responsibility of the customer.

The customer is solely responsible for the conditions of storage and use of those products. It is also the customer's responsibility to inform Revoluplast of any administrative tasks that the customer may wish it to perform, to be accepted or declined by Revoluplast.

5.1 - Contractual Process and Ordering

Any customer placing an order is deemed to have unconditionally accepted these T&Cs in full.

On the basis of the technical discussions between the Parties, Revoluplast shall send the customer a document entitled "price proposal". That document lists a number of financial items, including the price of development and the estimated price of mass-produced products. The customer decides whether or not to accept that document. Once accepted, Revoluplast studies the requirements and manufactures a validation prototype for a fee. Once this has been validated in writing by the customer (by signing a validation form), after testing the prototype in real conditions, Revoluplast shall send the customer a price proposal for the quantities required. If the customer refuses the prototype, as justified in writing (list of any alterations required), Revoluplast shall design a new one, where necessary, after drawing up a new quote. In the event of a second refusal, which must also be justified in writing, Revoluplast may decide not to go ahead with the project. The customer remains

liable for the price of development. In the event of a prototype validated by the customer and a price proposal accepted by the customer, the customer is under an obligation to have the products produced by Revoluplast.

A blanket order, resulting in periodic or staggered requests for deliveries, may only be concluded for a limited period agreed between Revoluplast and the customer. Unless expressly agreed otherwise, Revoluplast is not the designer of the parts it produces, as it acts as a manufacturing subcontractor. As the design process produces a full definition of a product, it may, however, be assigned to a manufacturing subcontractor, in whole or in part, provided that the customer assumes ultimate, full liability for the intended industrial result. This is particularly true for parts defined by computer by Revoluplast at the request of the customer, based on terms of reference provided by the customer.

As the contract has been formed, no request for a cancellation of the order and/or changes to the composition and/or volume of the order placed by a customer will be processed by Revoluplast. It is expressly agreed between the Parties that any order cancelled must be paid in full by the customer.

The same applies if the customer postpones the delivery date without Revoluplast's consent.

5.2. - Minimum Order

Due to the nature of the products manufactured and marketed by Revoluplast and the operating costs incurred to manufacture an order, Revoluplast only accepts orders placed by the customer worth at least €500 (excluding tax). Revoluplast reserves the right to modify the minimum order volume, mainly to reflect commercial requirements. If Revoluplast accepts an order for a lesser amount, the customer shall pay a €30 handling fee in addition to the price.

5.3. - Assignment

The benefit of the order is personal to the customer and may not be assigned without Revoluplast's consent.

5.4. - Materials and Colours

Materials and colours are generally proposed according to the RAL and Pantone systems. Other colours are possible on the basis of samples (subject to an available stock or minimum quantity). The chosen colour may vary slightly, particularly for marking or paint colours, depending on the different types of medium used, as well as for certain materials with a different batch number or using a flame-retardant process that could "yellow" over time.

ARTICLE 6 - ORDER FULFILMENT - SUPPLY - DELIVERY

The products ordered by the customer will be deemed to have been supplied when they are made available for collection at Revoluplast's premises, unless a DDP sale is agreed or delivery charges are paid on top.

In such a case, the customer shall collect the said products.

Delivery times are given for information purposes only and are not binding, as they depend, in particular, on the availability of carriers and the order of arrival of orders. However, Revoluplast shall endeavour to meet the delivery times indicated in the order confirmation. Supply times begin when the prototype is validated and Revoluplast receives the order for mass production.

In the event of a late delivery, Revoluplast will not be liable to pay any penalties and/or damages to the relevant customer and the relevant order may not be terminated.

Delivery times are suspended in the cases set out in Articles 4.4 and 13 below.

Unless otherwise agreed, in the event of a mass production, a tolerance for the number of parts delivered is allowed, generally plus or minus 5%.

ARTICLE 7 - PASSING OF RISK

By express agreement, the risk associated with the products (the damage they may suffer or cause) passes to the customer as and when the products are supplied to the customer or the customer's substitute, as described in Article 6. Accordingly, the customer must ensure, at the customer's own risk and expense, the maintenance and use of the products. The customer will be responsible for any damage caused by the products as of the date of supply.

ARTICLE 8 - CARRIAGE

8.1 - Reservations

In accordance with Article 133-3 of the French Commercial Code, in the event of any damage in transit and/or shortages affecting the products delivered by a carrier, the customer must issue all reservations to the carrier and confirm them by letter sent by registered post with acknowledgement of receipt to or served as an extrajudicial document on the carrier within three days of receipt. The reservations must be clear and precise.

8.2 - Cost of carriage

It is expressly agreed between the Parties that the customer will be invoiced for the costs of carriage for the ordered products, where payable.

ARTICLE 9 - ACCEPTANCE OF PRODUCTS

9.1 - Without prejudice to the steps to be taken by the customer with the carrier as described in Article 8.1, in the event of any patent defects or shortages, any claim, of any kind whatsoever nature, relating to the delivered products will only be accepted by Revoluplast if it is submitted in writing, in particular by email.

Any claims concerning non-compliant products must be made within ten (10) days of the customer's receipt of the products, given the nature of the products.

In all cases, and even without acceptance, the nature and extent of the necessary inspections and tests, the standards and the tolerances of any kind, must be specified in the mandatory drawings and specifications appended by the customer to the request for proposals and confirmed in the contract agreed between Revoluplast and the customer. If there are no terms of reference concerning the inspections and tests to be performed on the parts, Revoluplast will only perform standard visual, sizing inspections.

9.2 - The customer shall provide full supporting documents proving the existence of the relevant defects or shortages. The presence of small scratches does not constitute a flaw. Tolerances are specified in the general specifications produced by Revoluplast.

9.3 - The customer shall give Revoluplast every opportunity to check the condition of the products, directly or through third parties, as it deems necessary.

Only Revoluplast or any person duly authorised by it may carry out such checks and controls.

9.4 - No products may be returned by the customer without Revoluplast's prior express written consent. The cost of returning the products will only be borne by Revoluplast in the event that an actual patent defect is confirmed by Revoluplast or its agent.

Only the carrier chosen by Revoluplast is authorised to return the relevant products.

9.5 - Whenever, after the checks as described in Article 9.3 above, an actual patent defect or shortage is confirmed by Revoluplast or its agent, the customer may only ask Revoluplast to replace the non-compliant products and/or provide the missing products at the latter's expense, without any right to claim any compensation or terminate the order.

9.6 - Unconditional acceptance of the products ordered by the customer releases Revoluplast from its obligation to supply the products.

Any claims concerning any non-compliant products must be made in accordance with Article 9.1.

9.7 - Any claim made by the customer on the conditions and in accordance with the procedures set out in this Article will not suspend the customer's obligation to pay the price of any delivered products for which a patent defect has not been confirmed by Revoluplast, in accordance with Article 9.3.

ARTICLE 10 - WARRANTY FOR LATENT DEFECTS

10.1 - Revoluplast shall provide parts in compliance with the drawings and requirements set out in the contractual terms of reference. If the customer has a complaint about the delivered parts, the customer must substantiate it in writing and provide proof. Revoluplast reserves the right to examine them on site.

10.2 - Revoluplast warrants its products in accordance with Article 1641 *et seq.* of the French Civil Code for six (6) months from the date of supply.

The warranty does not cover any defects or deterioration in the delivered products caused by any abnormal use or misuse or use not in accordance with the intended purpose, an accident or changes made to the product by the purchaser.

10.3 - The warranty does not apply for any patent defect in the delivered products, as they are covered by the warranty specified in Article 9.

10.4 - Under the warranty for latent defects, Revoluplast will only be liable to replace the relevant products, free of charge, without any right for the customer to claim damages from Revoluplast.

10.5 - The warranty does not cover any defects or deterioration affecting the delivered products caused by abnormal storage conditions for the products arranged by the customer. The customer undertakes to store the delivered products in a suitable place.

10.6 - In all cases, Revoluplast's liability is strictly limited to the foreseeable, direct damage caused exclusively to the customer, as evidenced by the customer. This warranty normally takes the form of a replacement of the non-compliant or defective products or a customer refund, via a credit note, as decided by Revoluplast.

ARTICLE 11 - PRICES

11.1 - The prices of the products sold by Revoluplast are determined in the final proposal accepted by the customer. That price is valid for one month.

11.2 - Revoluplast reserves the right to adjust its prices at any time, in particular in the event of changes to the conditions of labour, raw materials or carriage.

11.3 - The prices per quantity specified in the proposals only apply if the corresponding number of parts is delivered all at the same time. In the event of an increase or decrease in quantities, the prices will be adjusted accordingly.

The design and manufacturing costs mentioned in the proposals are provided for information purposes only and may be increased by up to 20% to reflect the actual cost. Only part of the cost of tooling, production, design and programming operations is invoiced, in the form of a contribution, and they remain the property of Revoluplast.

ARTICLE 12 - TERMS OF PAYMENT

12.1 - Unless otherwise agreed in writing between the customer and Revoluplast, the products must be paid for at Revoluplast's registered office in accordance with the following procedures:

- The first time they do business (before opening an account): Payment by cheque or bank transfer at the time of the order.

- Subsequently, once an account has been opened: Payment by cheque, bank transfer or accepted draft, within thirty (30) days of the invoice date.

A discount is applied for a full payment at the time of the order.

12.2 - Suspension

If a due and payable invoice is not paid in full, after formal notice with which the customer fails to comply within 48 hours, Revoluplast reserves the right to suspend any current and/or future delivery. The customer may not be released from the obligation to pay all or part of an amount owed to Revoluplast or delay payment due to any customer claims, in particular claims under the warranty, without Revoluplast's written consent. No reciprocal debts may be offset, even if they are certain, liquid, due and payable.

12.3 - Payment in Advance

If Revoluplast's commercial searches reveal that the customer may not be creditworthy and/or the customer provides Revoluplast with false information concerning, in particular, its reputation, creditworthiness or legal and/or commercial structure, Revoluplast reserves the right to require the customer to pay in full at the time of order for all orders placed by the customer, unless the customer provides sufficient guarantees such as a bank guarantee.

If the customer refuses to make such a payment without proposing any sufficient guarantee to Revoluplast, Revoluplast may refuse to fulfil the order(s) placed and to deliver the relevant products without any right for the customer to claim any compensation.

12.4 - Refusal to Supply

If a customer places an order with Revoluplast but fails to pay for previous orders at the agreed time or times, Revoluplast may refuse to fulfil the order and deliver the relevant products without any right for the customer to claim any compensation.

12.5 - Non-Payment - Penalties

For the purposes of these T&Cs, non-payment means any sum not collected by the agreed due date.

The customer shall pay, for any sum not paid by the due date, by operation of law and without any formalities, (i) late payment interest on the sums remaining due until their payment in full, equal to three times the legal interest rate in force, as increased by three percentage points, and (ii) a fixed debt collection fee of €40, without prejudice to any interest, costs and fees that could result from litigation to collect the debt or pre-action procedures.

In the event of a dispute between Revoluplast and the customer regarding one (or more) line(s) of the invoice received by the latter, the customer shall pay the amount of the non-disputed sums in full when due. Otherwise, the penalties provided for in this Article will be automatically applied.

All judicial or extra-judicial costs, necessary for the application of those penalties, will be borne exclusively by the customer.

ARTICLE 13 - FORCE MAJEURE

Neither Party may be held liable to the other Party for any non-performance or late performance of an obligation under this contract, caused by an act or omission of the other Party or the occurrence of a force majeure event, it being agreed that a "force majeure event" means any event treated as such by the law or the courts.

A force majeure event suspends the obligations arising from the contract for the entire duration of its existence.

If the force majeure event lasts for more than 60 consecutive days, either Party may terminate the sale without being in breach of contract by letter sent by registered post with acknowledgement of receipt, in which case the contract will be terminated as soon as that letter is issued. Neither Party may claim any damages.

The following, in particular, shall be deemed to be a force majeure event releasing Revoluplast from its obligation to deliver within the times initially agreed: strikes by all or part of its staff or its usual carriers, fire, flooding, war, production stoppages, inability to obtain supplies of raw materials, stock shortages, a pandemic and/or related government decisions and any act of State.

In such circumstances, Revoluplast shall notify the customer in writing within TWELVE (12) days of the date of occurrence of the events, and the contract between Revoluplast and the customer will then be suspended by operation of law without any compensation as of the date of occurrence of the event.

ARTICLE 14 - INDUSTRIAL PROPERTY

14.1. Revoluplast's Rights

All intellectual and industrial property, such as projects, studies, technical plans, sketches, product prototypes, works, models, improvements, patents, know-how, trade secrets, decorations, designs and trademarks, used by Revoluplast at a given time in the performance of its obligations for the customer, is and will remain the exclusive property of Revoluplast. The same applies for the studies proposed by Revoluplast to improve the quality or cost price of parts, through an original modification of the initial terms of reference.

The customer will not acquire any proprietary rights in or to the above-mentioned intellectual and/or industrial property of Revoluplast, which remains the exclusive owner of all such rights.

No licence is granted, or agreed to be granted or implied, by Revoluplast to the customer. The customer therefore undertakes not to use, by any means whatsoever, either directly or through a third party, the above-mentioned intellectual and industrial property of Revoluplast without the latter's prior written authorisation setting out the terms of use and the financial conditions for its exploitation.

Legal action will be taken for any unauthorised use, which will be punished in accordance with the law in force, particularly under infringement and unfair competition laws.

14.2. Customer's Rights

The customer is and will remain the exclusive owner of the files, documents, terms of reference, content and trademarks that it provides to Revoluplast, as required to manufacture the products. Revoluplast has the right to use the materials thus provided solely in connection with and for the performance of the provision of the Products.

The customer shall hold Revoluplast harmless from and against all claims by third parties relating to the materials provided to Revoluplast and shall indemnify Revoluplast from and against its entire loss caused by such claims, including any sums that Revoluplast may be required to pay to the third party following legal proceedings or under a settlement agreement. The customer shall bear all costs incurred by Revoluplast in its defence (cost of proceedings and other legal fees).

Whenever possible, the customer shall simply replace Revoluplast in the legal proceedings to which Revoluplast is party due to wrongdoing by the customer.

Unless the customer prohibits this in writing, the customer authorises Revoluplast to show, at any event such as a fair, show or exhibition, and in its advertising and commercial documents, certain parts created by Revoluplast, in cases where the industrial and intellectual property rights are owned by the customer.

ARTICLE 15 - RETENTION PERIOD FOR RECORDS AND PROGRAMS

Revoluplast shall retain the information necessary for manufacturing for two years from the last delivery; thereafter, Revoluplast may destroy those documents and models.

ARTICLE 16 - CONFIDENTIALITY

Within the framework of contracts concluded between Revoluplast and the customer, the Parties may share confidential information about them. For the purposes of this Article, "confidential information" means any financial, commercial, technical, intellectual property or industrial property information relating to a Party, including information contained in the documents of the Parties, know-how and business methods, disclosed by the other Party whether in a written, digital or electronic format or orally, marked "confidential" or "private property" or which is clearly of a confidential nature or the private property of the disclosing Party. Within that framework, the Parties agree to be bound by a reciprocal, general obligation of confidentiality for confidential information with respect to third parties. The Parties undertake not to use, disclose or reveal the confidential information to any private individual or legal entity (or any information derived therefrom) for any purpose other than the performance of the contract arising from these T&Cs. This obligation of confidentiality does not apply to any information that was already known to the receiving Party prior to receipt without any restrictions, any information that becomes a matter of public knowledge through no breach of this confidentiality clause and any information created by the receiving Party. This obligation of confidentiality will continue to apply for five (5) years after the end of the contractual relationship between the Parties. However, the Parties may not object to the disclosure of the confidential information to a third party if this is required under the applicable laws or a decision issued by a court or any other competent authority, including a request from the administrative authorities.

ARTICLE 17 - SUBCONTRACTING AND CONSORTIUMS

Revoluplast may enter into subcontracting or consortium arrangements with a third party of its choice for all or part of its obligations, without any need to give prior notice to the customer or to request its consent.

ARTICLE 18 - PERSONAL DATA

For the purposes of managing orders and monitoring the contractual relationship, Revoluplast processes the personal data of the private individuals with which it is in contact, employees of its customers, executive officers and points of contact of prospective customers. The basis of this processing is the performance of these T&Cs and compliance with Revoluplast's legal obligations (in particular its tax obligations). The personal data will not be transferred outside the European Union. Any data processors that may be used by Revoluplast to process the personal data of the points of contact of its customers (e.g. carriers, IT service providers etc.) will not transfer the data to a country outside the European Union (or to the United Kingdom after the end of the Brexit transition period). Please note that such transfers may also take place via data flows on servers located outside the European Union. The data may be communicated to the administrative authorities (French Competition, Consumer Affairs and Anti-Fraud Office (DGCCRF), French Data Protection Authority (CNIL), tax authorities etc.) or to a court in the event of a dispute. The customer undertakes to inform Revoluplast of any updates affecting the personal data of the data subjects (employees and/or other individuals) and to personally inform each data subject of the provisions of this clause. The data subjects have a right of access, a right to rectification and erasure, a right to data portability and a right to restrict or object to processing with respect to their personal data, which may be exercised by emailing a request to: info@revoluplast.fr. The data subjects have a right to lodge a complaint with the CNIL concerning how their personal data is processed by Revoluplast. Any persons whose personal data has been collected may issue general or specific instructions governing how their personal data is to be retained, erased and communicated after their death. Specific instructions may be registered with the data controller and general instructions may be registered with a CNIL-certified trusted third party. General or specific instructions may be changed or deleted at any time. Revoluplast undertakes to implement appropriate technical measures protecting the security and confidentiality of personal data. Revoluplast undertakes to retain the personal data of the points of contact of its customers and prospective customers for no longer than is necessary to achieve the purposes for which it was collected or processed and, in any event, for no more than three (3) years from the last product order placed by the customer or the last contact with the prospective customer. Personal data may nevertheless be retained for a longer period of time to ensure compliance with its legal obligations, in particular tax obligations.

ARTICLE 19 - MISCELLANEOUS PROVISIONS

If any one of the general terms and conditions is held to be unenforceable or invalid for any reason whatsoever, this will not affect the enforceability or validity of the other provisions of these general terms and conditions. If Revoluplast does not enforce any provision of these T&Cs at any given time, this may not be construed as a waiver by that Party of its right to subsequently enforce any such provisions. The customer undertakes not to recruit or hire one or more employees of Revoluplast. This undertaking applies for the duration of the commercial relationship and for two years after the end of the commercial relationship, howsoever caused. Unless the customer decides otherwise, as notified by registered post with acknowledgement of receipt, the customer expressly authorises Revoluplast to use the customer as a customer reference for Revoluplast, in particular in its commercial or promotional documents. The Parties agree that Article 1195 of the French Civil Code does not apply. As the French Civil Code does not state that Articles 1165, 1219 and 1220 of the French Civil Code are mandatory public policy provisions, the Parties agree that they do not apply. Those articles will apply to this contract if the French Supreme Court (*Cour de cassation*) rules that all or part of those articles are mandatory public policy provisions.

ARTICLE 20 - ADDRESS FOR SERVICE

Revoluplast agrees to use its registered office, located at ZA de la Croix St Mathieu, 28320 Gallardon, France, as its address for service.