

1. SCOPE

- 1.1 These General Terms and Conditions, (hereinafter, the "GTC") by DE DIETRICH (hereinafter, the « Supplier ») apply to any offer and/or sale of good or provision of service of any kind from the Supplier (hereinafter the "Products" or a "Product").
- 1.2 Unless stated otherwise in a document from the Supplier, anyone ordering a Product (hereinafter the « Customer ») through a written order (hereinafter the « Order ») agrees to be bound by these GTC. These GTC shall supersede any other term or conditions contained in any communication from the Customer.
- 1.3 Should one or several provisions of these GTC be not applicable, no matter the reason, it shall not affect the validity of any other provision, which shall remain in full force.

2. ORDER

- 2.1 Orders are irrevocable. Nevertheless, the agreement (hereinafter, the "Agreement") between the Supplier and the Customer shall be deemed perfect only after acceptance in writing of the Order by the Supplier. If an error, omission, or inaccuracy is to be found in a document from the Customer which shall influence the terms or performance of the Order, the Supplier shall be entitled to adjust the terms of the Order accordingly, especially in its technical and commercial conditions.

3. PRICE

- 3.1 Any price or data to be found in catalogues, flyers and price booklets are for informational purposes only and shall not be understood as binding.
- 3.2 Prices, confirmed by the Supplier, are fixed and shall only apply to the Order and shall, in no case, apply to further orders.
- 3.3 If, during the performance of the Order, the Supplier encounters a change in circumstances that was unforeseeable when the Order has been accepted, which makes the performance thereof particularly costly, (such as, for instance, but without limitation, change in price of raw materials, transportation, energy, or workforce), the Supplier shall be entitled to adjust terms and prices, keeping in mind the contractual balance.

4. PAYMENT

- 4.1 Payments shall be made net and without discount, within thirty (30) days from delivery or performance by the Supplier. No claim from the Customer shall reduce or delay the payment.
- 4.2 Any late payment shall entitle, *de facto*, the Supplier to halt the performance of the Order, to receive, from the Customer, notwithstanding any other right to be compensated, a lump sum of forty (40) euros for administrative costs following the European Directive 2011/7/UE, plus late payment penalties equal to the European Central Bank interest rate applied in its current refinancing operation, plus an increment of ten (10) points.
- 4.3 No set-off of claims shall be possible without prior written consent of the Supplier.

5. PERFORMANCE

- 5.1 Provided that all technical details are clearly defined in Supplier's opinion, and that the Customer has provided in time all the needed documents, approvals, guarantees and/or lump sums to the Supplier, the Supplier shall make its best efforts to comply with the deadlines foreseen under the Order and in no way shall the Supplier be liable for any delay or refusal resulting of any default of the Customer.
- 5.2 In case of events or circumstances which shall cause a delay in the performance of the Order, the Supplier shall rapidly inform the Customer, and the only obligation of the Supplier shall be to make its best efforts in order to reduce this delay and its consequences.
- 5.3 The Supplier shall be entitled to entrust the Order, partly or completely, to a third party without the Customer's prior consent. Even under such circumstances, the Supplier shall remain liable for the Order performance.

6. DELIVERY

- 6.1 Deliveries shall be made on the basis of EXW INCOTERMS © 2020. The Customer being thus responsible of all operations related to loading, transporting and unloading the Product, the Supplier shall not be liable for transport, even when the Supplier takes part in these operations. The Supplier shall take all reasonable measures to have the Product strongly packed, following the requirements stated in the Agreement.
- 6.2 The Customer shall make reservations to the carrier for any noticed non-conformity, in quality or in quantity. Without a written reservation sent to the carrier and a copy sent to the Supplier eight (8) days after delivery or acceptance certificate, the Products are deemed to comply to the quality and quantity given in the Order.
- 6.3 Even in case of non-conformity, no Product return or refusal shall be accepted without a joint finding of non-conformity and written acceptance from the Supplier and shall not be deemed to entitle the Customer to receive an indemnity or compensation.
- 6.4 Any mounting or erection activity performed by the Customer shall be under its sole responsibility. The Supplier's services in connection therewith shall be understood as recommendations only, even when the Supplier directs or assists the activity.

7. GUARANTEES

- 7.1 The Products, shall be free from any default or defect in design, quality and workmanship, for twelve (12) months after completion of service or commissioning of a Product, or for eighteen (18) months after delivery, whichever term occurs first. Where the guarantee applies, the Supplier shall replace, repair or have the defective element repaired, at its option and cost, without affecting the duration of the guarantee and without entitling the Customer to claim any indemnity. The Customer shall be entitled, after prior written approval from the Supplier, to repair the defective element as long as the related costs and expenses have been mutually defined and accepted.
- 7.2 When the default or defect is the consequence of elements given by the Customer or is the result of a normal wear and tear of the Product or of one of its parts, or is not used in accordance with the Supplier's instructions, or is used after the discovery of the default or defect, or is modified or altered by the Customer, or maintenance has not been carried out by the Customer as foreseen, the Supplier's guarantees shall become void.
- 7.3 Any claim about a default shall be made within eight (8) days after delivery or performance.

8. LIABILITY

- 8.1 The Supplier shall only be liable for actions or omissions directly breaching the Agreement. Save gross negligence, wilful misconduct or personal injury, the Supplier's liability caused to the Customer because of duly proved faults from the Supplier, shall not exceed twenty (20) percent of the price agreed in the Agreement.
- 8.2 The Supplier shall not indemnify the Customer for immaterial damage, either consecutive or not, or incidental or punitive or indirect damage (such as, without any limitation, claims, business interruption and its consequences, decrease or loss of production, profit, or opportunities, or any increased use of raw material, energy, or labour) whether based on contract, warranty, tort strict liability or otherwise.
- 8.3 No liability shall arise for delays incurred by an event of Force Majeure. (Force Majeure being the occurrence of an event that prevents or impedes a party from performing one or more of its contractual obligations, this impediment, beyond control, could not reasonably have been 1- foreseen at the time of the conclusion of the contract 2- avoided or overcome, such as without any limitation, lock-out, lock-down, strike, epidemic, war, requisition, lack of raw materials, fuel, energy, workforce, fire, flood, frost, transport ban or delay, legal changes in working hours, tool difficulties, as well as any cause incurring partial or complete unemployment of the Supplier's workforce, or of its suppliers'.)
- 8.4 The Customer and its insurers shall waive any recourse against the Supplier and its insurers beyond the above limits and exclusions.

9. PROPERTY

- 9.1 Transfer of ownership shall occur upon full payment without affecting the risks. Any title, security, creating or establishing an obligation to pay shall not be considered as a payment.
- 9.2 The Customer shall immediately inform the Supplier about any event that may alter the Supplier's rights about the Products under retention of title. In any case, the Customer shall not be entitled to sell or pledge any Product under retention of title.

10. CONFIDENTIALITY

- 10.1 Each Party shall keep confidential any and all documents, data, information disclosed to this Party by the other Party. The recipient shall not divulge any confidential information or document and shall only use them for the purpose intended by the disclosing party. The recipient shall hold harmless the disclosing Party against any consequence, including any loss, cost or expense, arising from a breach of this article. This obligation shall remain valid ten (10) years after performance of the Order.
- 10.2 Are not confidential documents, data or information (a) already in public domain, or (b) already known by the recipient via legal means before the acceptance of the Order or (c) those having been authorised to be disclosed by a prior written agreement from the disclosing Party.

11. INTELLECTUAL PROPERTY

- 11.1 The Customer warrants that its technical specifications and conditions of implementation of the Product shall not infringe any Intellectual Property ("IP") right or know-how of a third party and shall not be harmful to the Supplier, either directly or indirectly.
- 11.2 For all studies, plans, reports, technical description or analysis, the Supplier grants to the Customer a right to use the contained IP, for the sole purposes defined in the Order. The Supplier, shall not grant any other right to the Customer regarding IP, especially concerning patents or know-how, and no transfer or license of IP right or know-how shall be done without the Supplier's prior written consent. No reproduction, adaptation, communication or performance, even partial, shall be allowed without the Supplier's prior and written consent.
- 11.3 If no Order is made by the Customer, the Customer shall immediately destroy all electronic documents sent by the Supplier to the Customer and return all non-electronic documents.

12. TERMINATION

- 12.1 The Customer shall not be entitled to terminate or suspend the order for convenience.
- 12.2 The Supplier shall be entitled to terminate the Order in writing in case of a default of payment. Such termination shall be also possible if the performance of the Order shall become essentially detrimental to the Supplier.

13. COMPLIANCE

- 13.1 The Customer warrants that it complies with and enforces the applicable anti-corruption and anti-money laundering laws and regulations and undertakes not to carry out any activity that would be prohibited by these laws and regulations. In particular, it shall ensure that, for the Order, it did not and will not, directly or indirectly, offer, give or agree to give anything of value to anyone or receive from anyone anything of value, for the purpose of influencing the action of someone in charge in order to have an act being performed or not performed in the discharge of his/her function, his/her mission or his/her mandate.
- 13.2 Following the Code of Ethics it implemented, the Supplier shall respect all of the contained principles and, in particular, shall comply with its obligations under labour law and shall insure and protect its personnel regarding accidents at work and occupational diseases and shall ensure compliance by its personnel and any subcontractors with the legislative and regulatory provisions applicable to safety and hygiene on the Customer's site, the regulations and / or prevention plan of said site, as well as all the instructions set out by the Customer.
- 13.3 In accordance with the regulations on concealed employment, the Supplier warrants that the Order is carried out by employees regularly employed.
- 13.4 The Customer undertakes to process the information collected in accordance with European Regulation Nbr.2016/679 (GDPR) or equivalent.
- 13.5 The information collected by the Supplier may be filed in order to allow the proper performance of the obligations contained in the Order. The information will be kept for the legal period in force before being deleted. The Supplier's DPO (Data Protection Officer) shall grant the Customer, at the Customer's request, access to the Customer's data, and shall allow the Customer to rectify them or to request their deletion. The Customer shall be entitled to exercise its right to limit data processing at the following address: dpo@dedietrich.com.

14. GOVERNING LAW

- 14.1 The application of the Vienna Convention of 11 April 1980 on Contracts for the International Sale of Goods (CISG) is excluded and any dispute relating to the Order shall be of the exclusive jurisdiction of the courts within the jurisdiction of the Supplier's registered office, regardless of the place of delivery and shall be ruled by the law of the country where is located the Supplier's registered office.