



METAL DEPLOYE RESISTOR GENERAL TERMS & CONDITIONS

Article 1 - Preamble

The purpose of these General Conditions of Sale (GTC) is to set out the contractual obligations of METAL DEPLOYE RESISTOR and the Customer relating to the sale of Supplies by METAL DEPLOYE RESISTOR, the term "Supply" designating any product and provision of services.

The fact that METAL DEPLOYE RESISTOR does not avail itself of one or more of the provisions of these GTC cannot be considered as a waiver, METAL DEPLOYE RESISTOR always being entitled to demand their application.

Any order for Supplies implies unreserved application by the Customer and his adherence to these GTCs which prevail over any other document of the Customer, and in particular over all general purchasing conditions.

Article 2 - General

Any document other than these is for guidance only, METAL DEPLOYE RESISTOR reserves the right to make any changes.

Proposals, offers and quotes are only valid during the month following the date of their establishment.

Article 3 - Conclusion of the Contract

No order can be considered accepted until it has been the subject of an acknowledgment of receipt.

The Contract is made up, in order of precedence, of the special conditions of METAL DEPLOYE RESISTOR and these GTC to the exclusion of any other document. Any modification to METAL DEPLOYE RESISTOR's proposals will only be considered accepted if it is expressly mentioned in its acknowledgment of receipt of the order.

Article 4 - Scope of the Supply

METAL DEPLOYE RESISTOR's Supply is expressly defined in the Contractual Documents.

It is the Customer's responsibility to ensure, taking into account the characteristics specific to the Supply, that all the conditions are met to allow the safe implementation and use of the Supply.

Article 5 - Modifications during the Contract

Any modification of the Contract, subsequent to the sending of the acknowledgment of receipt by METAL DEPLOYE RESISTOR, which is requested by the Customer must be expressly accepted by METAL DEPLOYE RESISTOR.

Any modification of the Contract accepted by METAL DEPLOYE RESISTOR will be the subject of a written agreement between the parties, which will establish the new conditions of the Contract.

In the event of refusal of the modification by METAL DEPLOYE RESISTOR or of the Customer's disagreement with the changes related to this modification, METAL DEPLOYE RESISTOR will refer to the terms of the original Contract and will provide only the corresponding Supply.

Article 6 - Price

The prices and information given in the catalogs and other commercial documents are only indicative. The prices are set by the prices in force on the date of the Contract. They are stipulated in euros excluding packaging, transport, customs duties, taxes and taxes of any kind.

Article 7 - Payment terms

The terms and conditions of payment are defined in the specific conditions of each Contract. The invoice mentions the due date for payment. Payments will be due by bank transfer to the place mentioned on the invoice 45 days end of month from invoice date. Deposits are always payable in cash.

Terms of payment may not be delayed for reasons not attributable to METAL DEPLOYE RESISTOR. METAL DEPLOYE RESISTOR reserves the right to demand:

- stricter payment conditions and / or payment guarantees if payment incidents have occurred with the Customer.

Any default on payment by the due date will automatically lead to the following, without prior notice and as of right:

- the immediate payability of any sum due under the contract,
- suspension of work in progress or deliveries.

Only the actual receipt of drafts or bills of exchange or other means of payment will be considered as full payment within the meaning of these T & Cs.

In the event of default on payment by the due date, late payment penalties will be due at the legal interest rate in force and according to applicable laws.

All costs of recovery by litigation will be borne by the Customer.

Article 8 - Deadlines

The delivery deadlines are specified in the special conditions, their compliance constitutes an obligation of means.

The deadlines only run from the day on which the acknowledgment of receipt is issued by METAL DEPLOYE RESISTOR.

METAL DEPLOYE RESISTOR is automatically released from any commitment relating to deadlines and may make the Customer bear the financial consequences in the following cases:

- Customer's default and / or delay in transmitting any data or test documents required in accordance with contractual requirements,
- non-compliance by the Customer with the terms of payment,
- default and / or delay in making the places of performance of the contract available,
- failure and / or delay in obtaining the necessary licenses and / or administrative authorizations.

Article 10 - Late payment penalties

In the event of a delay attributable to METAL DEPLOYE RESISTOR, METAL DEPLOYE RESISTOR may pay, from the end of the third week of delay, penalties equal to 0.5% per full week of the delay in the price excluding tax of the Supply not yet delivered, with a maximum of 5% of the price excluding tax of the Contract. These penalties are final.

Article 11 - Delivery

Delivery is deemed to have been made when the Supply is made available to METAL DEPLOYE RESISTOR or its subcontractors, according to Incoterm 2010 Ex Works. In the event that the Customer does not take delivery on the date of provision, the Supply is

stored at the expense and risk of the Customer without METAL DEPLOYE RESISTOR being held liable for any reason whatsoever. These provisions do not modify the foreseen payment obligations.

Article 12 - Packaging

Non-returnable packaging is always due by the Customer and is not taken back by METAL DEPLOYE RESISTOR.

Article 13 - Receipt of the Supply

13.1 - Reception at METAL DEPLOYE RESISTOR or its subcontractors

When the reception is scheduled at METAL DEPLOYE RESISTOR, it is the Customer's responsibility to attend or be represented.

In the event that the Customer does not attend this reception, the Supply will be deemed to have been received contradictorily and may be delivered. Acceptance will give rise to the establishment of acceptance report attesting to the compliance of the Supplies with contractual requirements.

13.2 - Reception at the Customer's

Reception of the Supplies may be scheduled on the Customer's site. The purpose of this reception is to check the conformity of the Supplies with the contractual requirements. It cannot call into question the conformity check validated by the acceptance report drawn up at METAL DEPLOYE RESISTOR or its subcontractors. METAL DEPLOYE RESISTOR will inform the Customer in advance of the date of receipt.

13.3 - Provisions common to receptions

The Customer is required to provide test pieces in accordance with the contractual plans. He undertakes to make all necessary means available to METAL DEPLOYE RESISTOR in view of the completion of the reception.

If the reception cannot take place under the conditions and time limits set for reasons not attributable to METAL DEPLOYE RESISTOR, METAL DEPLOYE RESISTOR may modify the conditions thereof.

In all cases, acceptance cannot be refused for minor faults which do not prevent the Supply from functioning.

Article 14 - Transfer of ownership

METAL DEPLOYE RESISTOR retains ownership of the Supply sold until full payment of its price in principal and accessories.

The Customer is obliged to immediately inform METAL DEPLOYE RESISTOR of the seizure, requisition or confiscation for the benefit of a third party of the Supply, and to take all protective measures to make known METAL DEPLOYE RESISTOR's property right in the event creditor intervention until the date of transfer of ownership.

In the event of non-payment of the price in principal and accessories by the due date, METAL DEPLOYE RESISTOR may immediately, upon written notification sent by registered letter with acknowledgment of receipt, pronounce the automatic resolution of the sale, subject to any damages and interest for his benefit. In this case, the Customer already authorizes METAL DEPLOYE RESISTOR and any person designated by the latter, to enter the premises where the Supplies are located during working hours in order to remove them.

Article 15 - Transfer of risk

Notwithstanding the provisions of article 14, the risks relating to the Supply are transferred to the Customer upon delivery as defined in article 11.

Article 16 - Guarantee of the Supply

16.1 - Defect giving rise to warranty entitlement.

METAL DEPLOYE RESISTOR undertakes to remedy any operating faults resulting from a fault in the design, materials or execution (including assembly if this operation is entrusted to it) of the Supply within the limits of the provisions below.

The warranty commitment only applies to the Supply covered by the Contract, excluding wear parts and consumables.

METAL DEPLOYE RESISTOR's warranty will not apply:

- anomalies resulting from supplies, products or parts supplied by the Customer as well as in the event of a design imposed by the Customer,
- anomalies due to fortuitous events or force majeure (as defined in article 9 above) as well as for replacements or repairs resulting from accidents, abrasion, corrosion, "normal wear and tear of the Supply or its components, their deterioration resulting from negligence, lack of supervision or maintenance and faulty use of the Supply,
- in the event of use for operations and / or with elements or parts not provided for in METAL DEPLOYE RESISTOR's technical specifications, improper use by the Customer or by a third party,
- in the event of repairs not carried out by METAL DEPLOYE RESISTOR,
- in the event of modification, addition, transformation, dismantling or reassembly of the Supply, mechanical, electrical or electronic connection.

16.2 - Duration and starting point of the guarantee

The warranty period, unless otherwise specified, is for a period of twelve months from the date of delivery within the meaning of Article 11 above, or if acceptance is provided for in the special conditions, from the date of receipt.

If the Supply is put into operation by the Customer before the date of receipt, the warranty period will begin to run from the date of operation of the Supply. In any case, the warranty period may not last longer than eighteen months from the date of delivery as defined in article 11. Repair, modification or replacement of parts during the period of warranty shall not have the effect of extending the warranty period.

16.3 - Customer's obligations

In order to be able to invoke the benefit of the guarantee, the Customer must notify METAL DEPLOYE RESISTOR in writing and immediately of the defects that he attributes to the Supply and provide all justifications as to the reality of these. He must make it easy for METAL DEPLOYE RESISTOR to identify and remedy these faults. It is understood that the execution of repairs under this warranty may result in an interruption in the operation of the Supply. The costs of METAL DEPLOYE RESISTOR interventions carried out at the Customer's request under the guarantee which prove to be outside the guarantee will be borne by the Customer.

The Customer will have to make the backups of his programming, the responsibility of METAL DEPLOYE RESISTOR cannot be called into question in the event of loss of data.

16.4 - Terms of exercise

It is for METAL DEPLOYE RESISTOR so advised to remedy the faults, METAL

DEPLOYE RESISTOR reserving the right to modify the Supply if necessary in order to meet its obligations. The costs related to the transport of the Supply remain the responsibility of the Customer.

The work resulting from the warranty obligation is carried out at METAL DEPLOYE RESISTOR after the Customer has returned the Supply and / or the defective parts to it for repair or replacement at METAL DEPLOYE RESISTOR's choice.

However, if the nature of the Supply requires that the repair take place at the premises of the Customer or its end customer, METAL DEPLOYE RESISTOR will bear the labor costs corresponding to this repair, excluding the time spent on work, preliminary or in dismantling and reassembly operations of elements not included in the Supply in question and made necessary by the conditions of use or installation of this Supply. For warranty operations to be carried out in mainland France, METAL DEPLOYE RESISTOR will provide its warranty service within the framework of METAL DEPLOYE RESISTOR's normal working hours and working days. Travel and accommodation costs will be billed to the Customer. Parts replaced free of charge are returned to METAL DEPLOYE RESISTOR at Customer's expense and become the property of METAL DEPLOYE RESISTOR.

METAL DEPLOYE RESISTOR's liability under the guarantee is strictly limited to the obligations defined in this article 16.

Article 17 - Provision of equipment

If equipment, property of METAL DEPLOYE RESISTOR, is made available to the Customer, the latter will ensure its safekeeping under its full responsibility and undertakes to use it only for the purposes of the contract in compliance with safety rules, to keep it (insurance, maintenance ...) and to return it in its initial state upon simple request from METAL DEPLOYE RESISTOR.

Article 18 - Intellectual and industrial property - Confidentiality

The intellectual property rights relating to any documentation such as quotes, proposals, studies, software, plans, drawings, diagrams and more generally all documents delivered or sent by METAL DEPLOYE RESISTOR remain the exclusive property of METAL DEPLOYE RESISTOR even if it has The Customer has been asked to contribute to the related development costs. These quotes, proposals, studies, software, plans, drawings, diagrams and documents must under no circumstances be communicated to third parties or reproduced or be used directly or indirectly for other achievements without the prior written consent of METAL DEPLOYE RESISTOR, the acceptance of the order conferring on the Customer only a right of use for the operation of the Supplies. No provision of the Contract may be interpreted as transferring to the Client any rights in matters of industrial property (trademark, patent, know-how, literary and artistic property, etc.).

The confidentiality obligation provided for in this article is applicable throughout the duration of the Contract and will last for ten (10) years after the end of it.

The license of a Software does not imply the transfer of any intellectual property rights in the Software to the benefit of the Customer. Subject to applicable legal provisions, any reverse engineering, decompilation, modification or creation of derivative software by the Client, clients, agents, distributors or any licensees of the Client is strictly prohibited. METAL DEPLOYE RESISTOR undertakes to defend the Customer against any claim relating to the infringement of an intellectual property right in France by the METAL DEPLOYE RESISTOR Supply. METAL DEPLOYE RESISTOR will defend the Client subject to:

- that the latter has promptly notified him in writing of this complaint,
- and that METAL DEPLOYE RESISTOR alone has the direction of defense and all negotiations with a view to a settlement.

METAL DEPLOYE RESISTOR will not be responsible for an infringement claim in the following cases:

- the combination, implementation or use of the Supply with equipment or data or software not supplied by METAL DEPLOYE RESISTOR,
- a modification by the Customer of the Supply,
- the Supply carried out according to instructions or specifications or according to a model provided by the Customer.

Article 19 - Control of the final destination

The Customer does his personal business to obtain the authorizations imposed by the legislation relating to the products and technologies subject to the control of the final destination by reason of their nature or their destination, without METAL DEPLOYE RESISTOR incurring any liability, of which the Customer guarantees it.

Article 20 - Assignment

The Contract is *intuitu personae* and cannot be assigned without the prior written consent of METAL DEPLOYE RESISTOR.

Article 21 - Liability

Notwithstanding any clause to the contrary, METAL DEPLOYE RESISTOR will not compensate any indirect damage and any non-material damage such as, but not limited to, loss of income, loss of earnings, operating loss, financial cost, loss of order, commercial disturbance of any kind, etc. ..., the Customer waiving, both in its own name and in the name of its insurers, any recourse against METAL DEPLOYE RESISTOR and its insurers.

With the exclusion of gross negligence on the part of METAL DEPLOYE RESISTOR and compensation for bodily injury, METAL DEPLOYE RESISTOR's overall liability is limited, for all causes, to an amount capped at the amount excluding tax of the Contract.

Article 22 - Disposal of waste from Electrical and Electronic Equipment

- If the Supply is outside the scope of articles R543-172, R543-173, R543-174 of the Environmental Code, it is the responsibility of the holder of the waste to ensure or have it insured, disposal at its expense in accordance with article L541-2 of the Environmental Code.

- If the Supply falls within the scope of articles R543-172, R543-173, R543-174 of the Environmental Code, the Customer undertakes to comply with said articles and in particular to organize and finance the removal and the treatment of waste from electrical and electronic equipment that may result from the Supplies covered by the Contract, in accordance with article R543-195 of the Environmental Code.

The Customer will be responsible for collecting the Supplies covered by the Contract, for their processing and their valuation in accordance with R543-200 of the Environmental Code.

Article 23 - Reach

The Customer has the obligation to inform METAL DEPLOYE RESISTOR of the identified uses of the substances alone and / or contained in the preparations and / or in the Supplies covered by the Contract, and in general to respect all the obligations incumbent on him in its status as an actor in the supply chain, as provided for by REACH Regulation (EC) No. 1907/2006 as well as by any subsequent modification.

Article 24 - Ethics

The Client guarantees that neither he nor any other person of which he is aware, will make, directly or indirectly, any payment, gift and will not make any commitment vis-à-vis their clients, officials, government officials or agents, directors and employees of METAL DEPLOYE RESISTOR or any other party, in a manner contrary to applicable law (including without being limited to the United States Foreign Corrupt Practices Act (Foreign Corrupt Practices Act) and, where applicable, to the legislation put into force by the Member States and signatories which have implemented the OECD Convention on Combating Bribery of Foreign Public Officials (Combating Bribery Convention of Foreign Officials), and it also undertakes to comply with all laws, regulations, ordinances and rules relating to influence peddling and corruption.

Nothing in this Agreement shall compel METAL DEPLOYE RESISTOR to reimburse the Customer for any benefits granted or promised.

The actual breach on the part of the Customer of one of the obligations stipulated above may be considered by METAL DEPLOYE RESISTOR as a material breach of this Agreement, thus authorizing METAL DEPLOYE RESISTOR to terminate it unilaterally, with immediate effects and without prejudice to any other right or legal action which METAL DEPLOYE RESISTOR may invoke under this Agreement or applicable law. The Customer shall indemnify METAL DEPLOYE RESISTOR against all debts, damages, costs or expenses resulting from such breach of the above obligations and from the termination of this Agreement.

The Customer acknowledges having read the METAL DEPLOYE RESISTOR Code of Conduct. The Client agrees to comply with the contractual obligations incumbent on him under this Contract in compliance with ethical behavior according to substantially similar standards.

Article 25 - Suspension - Termination

In the event of suspension and / or termination of the Contract by the Customer for reasons not attributable to METAL DEPLOYE RESISTOR, the Customer undertakes to reimburse the costs and costs incurred and incurred by METAL DEPLOYE RESISTOR arising from such suspension and / or termination, and METAL DEPLOYE RESISTOR will benefit from 'an adjustment of contractual deadlines. In addition, METAL DEPLOYE RESISTOR will be compensated for any damage suffered as a result of it.

METAL DEPLOYE RESISTOR may terminate all or part of the contract without prejudice to its rights and without being liable to the Customer in the event that the Customer does not respect its contractual obligations.

Article 26 - Applicable law - Competent courts

The applicable law is French law. In the event of a dispute and in the absence of an amicable settlement, the Tribunal de Grande Instance of Paris will have sole jurisdiction, even in the event of a guarantee appeal or multiple defendants.