

# GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

## **1. GENERAL PROVISIONS**

These General Terms and Conditions of Sale and Delivery (“the GTC”) define the rights and obligations of **Erasteel SAS, Erasteel Champagnole SAS, Erasteel Kloster AB, Erasteel Stubs Ltd, Erasteel Innovation Materials CO LTD and Erasteel Inc** (each referred to as the “**Seller**”) and its customers (“**the Buyer**”) and are applicable to all contracts (hereinafter “contract(s)” or “order(s)”) by express and written agreement between the parties for the sale of the Seller’s products and/or services (the “Product”), subject to specific conditions, amendments or changes to these agreements. With the sole exception of such exceptions negotiated on a case-by-case basis, these GTCs govern the relationship between the parties in an exclusive and complete manner. In this respect, they cannot in any way be replaced or modified in whole or in part by different provisions appearing only on the Buyer’s documents such as general or specific terms and conditions of purchase, listing requests, orders, websites, exchange sites (EDIs), etc., which are in principle inapplicable in full to the commercial relations between the parties.

## **2. FORMATION OF THE SALES CONTRACT**

2.1 - It is the entire responsibility of the Buyer to attach its order with technical specifications which set out the various specifications of the Product, the parts to be performed, or any other indication essential to the manufacture of the Product. These specifications include all standard operating procedures and related documentation within the framework of the Seller’s quality system. Any liability related to the choice of the Product, the imprecisions of the technical specifications or the fact that they are not correctly indicated or unavailable, is the responsibility of the Buyer.

2.2 - Any offer issued by the Seller shall only be binding upon the Seller in accordance with the laws of the different countries involved in the transaction, in particular those relating to war material or dual-use goods. A binding offer is always precedent in the event that an export licence is required. The conditions of a binding offer may be modified (price, time or other conditions) in the event of a change by the Buyer of its specifications, or for any new fact during negotiations.

2.3 - Unless otherwise stated in the offers, the price conditions set out in the Seller’s offer are fixed for a period of thirty (30) calendar days from the date of issue.

2.4 - Deadline conditions (manufacturing, making available, delivery) are only indicative and must be confirmed at the time of order. The Supplier is not bound under any circumstances by any statements on an exchange portal (or EDI) and considers its requests to be accepted in the absence of a response from the Supplier within a certain time frame.

2.5 - The payment methods and deadlines indicated in the offer may be modified based on the financial position of the Buyer and the statement of its debts and due in the Seller’s accounts. In particular partial or total payment prior to placing the order may be required.

2.6 - Each offer is deemed to be made for the supply of an inseparable set of different Products as detailed in the offer.

2.7 - Any order sent to the Seller shall only be binding on the Seller if it complies with its most recent offer, it being recalled that in any case the standard terms and conditions of the Buyer of any kind or form whatsoever are inapplicable to the commercial relations between the parties, even if they are mentioned in the order.

2.8 - When the Buyer must supply goods such as materials or tooling, they may not be delivered to the Seller until the Seller has acknowledged receipt of the offer and formally accepted the delivery.

## **3. DELIVERY TIME**

3.1 - Delivery time runs from the date of acceptance of the order by the Seller.

The delivery time is, in principle, counted from the last of the following dates:

- receipt by the Seller of all information necessary for the execution of the order; and/or
- receipt of the advance payment on order; and/or
- for sales including products or sub-assemblies imported by the Seller, receipt by the Seller of the necessary import and/or export licences and notification.

- in the case of custom work, receipt by the Seller of the subject matter to be processed, meeting the quantities and specifications provided for.

3.2 - When it is anticipated that the Buyer must validate the manufacturing programme, the deadline will run from notification to the Seller of this validation by the Buyer. A time limit for delivery (or provision) on the D date shall be deemed to be respected if the Seller delivers (or makes available) the Products on a date between the 5<sup>th</sup> working day (inclusive) prior to the D day and the 3<sup>rd</sup> working day (inclusive) replacing it.

3.3 - In the event of the Buyer's absence of instructions on the intended use of the Products, or if the Buyer is unable to physically take possession of the Products on the agreed date, the delivery shall be considered to be made by a simple notice of delivery, and the Seller may ensure custody thereof, subject however to custody costs payable by the Buyer, without any modification of the payment terms. These costs will be equal to 5% of the amount of the order, without prejudice to any late payment interest.

#### **4. DELIVERY POINT AND RISK TRANSFER**

Unless expressly agreed in writing between the parties, the Products are deemed to be sold "DAP (place of destination/delivery of the Buyer) from the Seller's sites" (Incoterms 2020 of the International Chamber of Commerce) by the Seller.

#### **5. DELAY IN DELIVERY**

5.1 - Contractual deadlines may be extended for any cause which has placed the Seller unable to fulfil its obligations, particularly in the event of force majeure. As defined in these GTCs, Force Majeure means an event for which the Seller cannot reasonably have control including strike, embargo, tooling accident, riot, war, natural disaster, fire, etc., or similar events such as weather, supply difficulties, accidental production shutdown, unpredictable market changes, etc.

5.2 - The parties understand by "liquidated damage" or any other similar designation, when specified, the fixed and final compensation by the Seller for the loss suffered by the Buyer and resulting from a delay in delivery. In the event of a delay in the delivery of a Product, and where a liquidated damage clause has been agreed upon between the parties, the latter shall apply exclusively to the Products affected by that delay.

5.3 - If the approved contractual documentation specifically provides for liquidated damages for late delivery, it shall only be applicable and due to the extent that the delay is attributable exclusively to the Seller or its subcontractors, upon prior written notice by the Buyer, and only after the expiry of a grace period of fifteen (15) calendar days under which the Buyer cannot apply to the Seller any liquidated damages for delay or suffer any other financial compensation for its sole delay. The maximum total amount of the liquidated damages incurred may under no circumstances exceed 0.5% per week, and no more than 5%, of the price excluding taxes of the late Product in respect of the corresponding order. Furthermore, the liquidated damages stipulated are exclusive of any other compensation and constitute the limit of compensation due by the Seller in respect of damages caused to the Buyer or to any third party in respect of such delays.

5.4 - A delay in delivery cannot under any circumstances justify the cancellation of the order.

#### **6. PRICE**

6.1 - Prices are understood as net, excluding taxes and miscellaneous duties, Products sold without packaging DAP sites of the Seller (Incoterms 2020). Packaging, all handling costs, land, marine or air transport, boarding, insurance and miscellaneous will be charged in addition. The Buyer shall pay all duties, taxes and other official charges or bank charges and customs formalities due as a result of the export and import of the goods and, if necessary, its transit by a third country. In the event that the Seller is liable for said sums, the Buyer shall advance it to the Seller so that the net price collected is excluding taxes.

The taxes in force at the time of invoicing are invoiced and payable in full upon delivery. In order to benefit from the regime of sales in suspension of taxes at the time of invoicing, the Buyer must provide the Seller when placing an order, with the supporting documents of export or exemption in force. Any late submission of these supporting documents may not prevent the payment of invoices on the contractual due date, including that of the taxes included therein, the reimbursement of the exempt taxes and the accounting adjustment to be made only after receipt of these documents.

6.2 - Any increase in duties, taxes and stamps, after the conclusion of the order, shall be borne by the Buyer, even in the case of a "duties paid" sale.

6.3 - Prices are, in principle, subject to review by the Seller to take into account changes deemed uncontrollable by the Seller, including, in particular, changes in material prices, energy costs and labour costs, as they occur between the date of pricing and the date of invoicing. The Buyer acknowledges this fact and that the effectiveness of such a review measure will never require a prior agreement from the Buyer to be valid. Nevertheless, and to the fullest extent possible, the Seller shall inform the Buyer of its intention to proceed with such review prior to its entry into force and give the latter all details of which it is aware of the importance and terms of its implementation.

6.4 - In the event of unforeseeable events occurring on the day of the order which would have the effect of disrupting the economy of the contract to the detriment of the Seller, the latter shall without delay send the Buyer a formal request for a review of the order(s) affected by such circumstances, in such a way that the parties will agree in good faith and as soon as possible on an adjustment of the price, or if necessary, of the elements of the price indexing formula, so as to place the parties in a balanced position comparable to that which existed at the time of conclusion of the contract. In the absence of amicable agreement within thirty (30) calendar days from the request for adjustment of the price or economic conditions of the contract, each party shall have the right to terminate the contract, without compensation other than the sums due to the Seller under Article 16 below, and subject to seven (7) days' notice to be notified by registered letter.

## **7. PAYMENT**

7.1 - Invoices are payable thirty (30) days net of the invoice date. When a different term is agreed, the due date is always calculated from the invoice date. If the date of payment is expressly stated on the invoice, this date is the exact due date for the payment. Any due date shall mean the date on which the Seller's accounts were credited, in value, to the full amount due. Unless agreed in writing by the parties under specific conditions, no discount shall be granted for early payment.

7.2 - The Seller reserves the right to assign its debt to a factoring company or to a special purpose entity (bank, financial vehicle, etc.) without this leading to a change in the business flow, nor any change in the management and execution of the Buyer's orders.

7.3 - Non-payment of a fraction of the price on its due date or non-compliance with any payment due date shall entail, as of right and without formal notice (i) the immediate payment of the amounts still due in any respect whatsoever (ii) the retention of payments received, tools or documents held by the Seller (iii) the termination of deliveries of Products, until full payment of the sums due, without prejudice to default interest and any damages.

7.4 - As compensation for the damage suffered as a result of said late payment, the Buyer may be liable for an amount calculated by application to all amounts remaining due at an annual interest rate of 15%, payable on the day following the payment date appearing on the invoice without a reminder being required. To this interest shall be added the recovery costs incurred by the Seller, with a minimum of €40 (or its equivalent in the currency invoiced) per unpaid invoice.

## **8. RETENTION OF TITLE**

8.1 - The transfer of ownership of the Products delivered will only occur after full payment of their price in principal and accessories.

8.2 - Failure to pay on any of its due dates by the Buyer may result in the claim to the Seller for such Products, or any product of the same kind and of the same quality held by the Buyer.

In the event that the Seller takes back these Products, the Buyer shall be credited with the amount of the price of said Products, minus, on the one hand, the sums corresponding to the costs incurred by the recovery and, on the other hand, any reduction in the price of the Products between the date of the contract and the date of their recovery.

8.3 - As long as the ownership of the Products has not been transferred to the Buyer, the Buyer shall not grant to any third party any surety over these Products, transform or resell them without the Seller's prior written consent.

8.4 - The Buyer is obliged to assist the Seller if the Seller is required to protect its right of ownership. The Buyer undertakes to insure for the benefit of the Seller the Products against any risks they may run or cause as soon as they are delivered. The Buyer undertakes under all circumstances to keep said Products in such a way that they cannot be mistaken as being the property of the Seller.

## **9. ACCEPTANCE**

The Products are checked and verified prior to the departure from the plants and are subject to normal tests in light of the Customer's technical specifications. All costs resulting from the checks, tests or quality samples carried out at the Buyer's premises shall be borne by the Buyer.

The Buyer is required to accept the Products and is responsible for carefully reviewing their compliance. As such, the Buyer is deemed to have accepted the Products within fifteen (15) days from the delivery date. After this period and in accordance with article 1642 of the French Civil Code, the Buyer is deemed to have accepted any apparent defects presented by the Product.

## **10. WARRANTY**

10.1 - The Seller warrants only that the products delivered to the Buyer are:

- (a) in accordance with the Buyer's technical specifications and quality instructions validated by the Seller;
- (b) free from material and manufacturing defects resulting from non-compliance with approved technical and quality documentation.

The Seller does not warrant that the delivered products meet a specific application or a defined period of use. The warranty period under standard storage conditions is 12 (two) months from the date of delivery of the products to the Buyer.

10.2 - The Seller does not provide any warranty other than those set forth herein. The Seller's warranty does not in any way extend:

- to the design or definition of parts and Products, the Buyer retains full responsibility for the industrial result of the Product.
- errors or deficiencies in specifications of requirements
- defects resulting from the storage or use of the Product by the Buyer or its customers under abnormal or non-compliant conditions.

10.3 - In the case of custom work, since the Seller is not responsible for the supply of the material to be processed, its warranty cannot be invoked in the case of a defect in the final product, except to demonstrate an origin of the defect in the processes implemented.

10.4 - Any claim must be addressed to the Seller's sales manager responsible for monitoring the Buyer, or to the quality department of the plant that delivers the Products, as soon as possible in order to cite any consequences thereof. The Products returned by the Buyer must be sent to the Seller's plant that delivered the Products. The risks associated with the return of the Product rests with the Buyer until it arrives at the Seller's plants.

The Seller assumes no liability for claims for amounts less than 1% of the total quantity, or 10 kg by weight, whichever is greater.

10.5 - In the case of a recognized defective Product, the Seller may only be bound under any circumstances to the reimbursement, repair or pure and simple replacement of this Product by the implementation of logistics means which it alone considers, and without any other compensation whatsoever. Any repairs made without the Seller's consent to a Product, even if it is not recognised as defective, result in the loss of any warranty, as well as any right to recourse against the Seller. The warranties defined above exclude the costs related to the assembly and dismantling of the Product as well as any ancillary costs, which remain payable by the Buyer.

10.6 - The Buyer undertakes to maintain traceability of the products delivered by the Seller in its production or assembly chains, those of its subcontractors or customers.

## **11. LIABILITY**

11.1 - In any event, for a given order, the Seller's contractual liability is expressly limited to and may under no circumstances exceed a maximum amount corresponding to thirty percent 30% of the net invoiced value of the order in question, the Purchaser waiving on its own behalf, that of its insurers or any third parties, any compensation beyond that amount. It is understood that, in the event of partial deliveries of an order, this limit of liability and financial compensation is applicable per calendar year and is stipulated for the benefit of the Seller, its directors, employees and guarantors, as well as the respective insurers and beneficiaries. Under no circumstances shall the Seller be liable for any indirect or intangible loss suffered by the Buyer (including business interruption, loss of customers, contracts, image, suspension of business, and any other damage that would not be an immediate and direct result of the Seller's non-performance), or damage suffered by its customers. The Buyer is responsible for avoiding any risk of dependency on its suppliers and establishing the stocks necessary to secure its supplies.

11.2 - The Seller shall be automatically exempted from any contractual liability if the Buyer has not provided the Seller in due time with the necessary elements for the proper execution of the order, or if the Buyer has provided the Seller with incorrect elements that have not allowed it to execute the order in accordance with what was agreed upon. In this case, the parties will meet and discuss the terms of an amendment to the order in order to remedy this situation.

11.3 - It is agreed that the amount of compensation which may be requested from the Seller by the Buyer or by any other person for a Product intended for use in the nuclear sector (irradiated zone) and recognised as defective after verification of the decontaminated Product, shall be calculated by excluding the costs of decontamination, the addition of costs related to work in the irradiated area, and the extensions of time due to the technique of these works. The Buyer, failing the end customer, shall be responsible for these costs. The alleged defective Products will be presented decontaminated to the Seller, the Buyer being responsible for decontamination costs.

11.4 - In the event of nuclear damage, whether property damage or bodily injury, arising in the absence of the Seller's supply, the Seller's liability may under no circumstances be sought by any person and at any location whatsoever. The Buyer shall ensure that, in the legislative framework of the country where the Product will be installed, no recourse may be exercised against the Seller for such damages. In the event that such recourse is exercised against the Seller, the Buyer shall guarantee it and replace it for the payment of any sum whatsoever, principal, interest and fees.

11.5 - In any event, and in accordance with article L 110-4 of the French Commercial Code, the Seller's contractual liability may not be sought beyond 5 years after the date of delivery of a Product.

## **11. QUALITY - QUANTITY - WEIGHT**

11.1 - Except in the case of an agreed price in terms of number of items, the Products are sold at weight and any quantity will be invoiced at weighing.

Any dispute based on another method of measuring quantity is unenforceable on the Seller. In the case of a material transformation it is the incoming weight that will be taken into account for invoicing.

11.2 - Whether delivery is agreed in weight or length, or in number of bulk items, the Seller reserves the right to deliver a quantity that differs significantly from that placed on the order, this difference not exceeding a tolerance margin of more or less than ten percent (10%).

## **12. TOOLS / PROTOTYPE**

12.1 - In the case of stamped or forged parts, the Buyer's participation in financing the costs of studying, creating, manufacturing and developing the manufacturing of the tools will be subject to a separate prior order.

12.2 - It is understood that the Buyer's financial participation in the tooling costs only gives the Buyer a right to use said tools in the Seller's plants for the purposes of the execution of its order and that the Seller retains full ownership of these tools.

12.3 - In this respect, the tools created for the needs of the Buyer remain physically in all circumstances in the Seller's workshops and are, in principle, immune from seizure and non-transferable.

The Seller reserves the right to scrap these tools without prior notice, in the event that it remains more than two years without receiving a new order of sufficient size to justify the assembly thereof.

12.4 - When the tools are supplied by the Buyer, the Seller does not warrant the duration of use of these tools. Furthermore, if the Seller considers it necessary to make changes for the proper performance of the parts, the costs shall be borne by the Buyer. The Buyer shall replace the tools at the Seller's request.

12.5 - The Purchaser guarantees the Seller against all the consequences of the actions that may be brought due to the performance of the parts covered by a private right such as patent, design or model filed.

12.6 - Unless expressly agreed otherwise between the parties, any delivery of tools and/or prototypes and/or information relating to the tools and/or prototypes delivered to the Buyer and any receipt of payments by the Seller does not in any way amount to the exhaustion of the Seller's intellectual property rights. To this end, the Seller shall not be deemed to have waived any infringement action against the Buyer, its customers and/or its subcontractors for any ownership, use, repair, tools and/or prototypes and/or information relating to the Products that the Seller would have delivered to the Buyer under the order.

12.7 - The Buyer undertakes to take all necessary measures to avoid infringing or allowing third parties to infringe the Seller's intellectual property rights on the tools, prototypes and information relating to these tools and/or

prototypes, and to affix on the tools and/or prototypes and/or documents, samples, prototypes the markings specified by the Seller, to the exclusion of any marking that would be specific to it.

### **13. RIGHT OF ACCESS TO THE SELLER'S SITES**

13.1 - Any inspection by the Buyer shall be carried out in accordance with the terms and conditions defined by the Seller. The Buyer must send the Seller a written request with one month's notice before carrying out these checks.

13.2 - Any such intervention shall be carried out for the sole purpose of verifying the proper execution of the Buyer's orders, within the limits of protecting the Seller's know-how and protecting the rights of third parties. The cost to the Seller of such interventions shall not exceed the reasonable framework of the transactions agreed upon during the formation of the contract.

### **14. SUBCONTRACTING**

The Seller reserves the right to entrust all or part of the order to one or more subcontractors of its choice and duly selected by it.

In the event that the Buyer has appointed a supplier ("Directed Supplier") from which the Seller has to procure, it is understood that in the event of fault attributable to the Directed Supplier (time, quality, etc.), the Seller's liability to the Buyer may never exceed the amount of collection that the Seller has previously recovered from the Directed Supplier, less any amounts necessary to compensate the Seller's loss.

### **15. CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

15.1 - The documents provided by the Seller such as offers, quality plans, specifications, qualification files, and all documents drawn up by the Seller remain the Seller's intellectual property and may not be transmitted to third parties without the Seller's prior written consent.

15.2 - The data contained in the control and compliance certificates, issued individually, are provided exclusively in order to demonstrate the conformity of the delivered Product. Any result of statistical analysis, regardless of its author, made from the compilation of this data shall remain the property of the Seller and may not be transmitted to a third party.

15.3 - The Purchaser guarantees the Seller against any claims by third parties in relation to intellectual property relating to items that the Purchaser has entrusted to the Seller or that the Seller uses at the request of the Purchaser in the execution of the order, and undertakes to assume responsibility for all the consequences (including defence costs) and financial convictions that may result for the Seller. These guarantees, and the resulting obligations, will continue their effects as long as the delivered Products are subject to industrial or commercial exploitation.

15.4 - Unless expressly agreed otherwise between the parties, the Seller retains the full intellectual property of all the results of the studies, developments, and/or services carried out in respect of the order, including, in particular, all inventions, documents, software, equipment (ingots, samples, drafts, prototypes, etc.), all information, data and any specific technical or non-technical know-how developed or obtained by the Seller prior to and during the performance of the Order (hereinafter "the Results"), and the Buyer undertakes to take all necessary measures not to infringe or allow third parties to infringe the Seller's intellectual property rights, and to affix to the documents and materials constituting or including the Results the markings specified to it by the Seller, excluding any markings specific to it.

15.5 - The Seller does not grant the Buyer any licence on the trademarks for the delivery of Products to the Buyer. The Purchaser undertakes to take all necessary measures to avoid infringing or allowing third parties to infringe the Seller's intellectual property rights on its trademarks, and to affix to the documents and materials referring to the Seller's trademarks the markings specified to it by the Seller, to the exclusion of any marking that would be specific to it.

### **16. CANCELLATION - TERMINATION**

16.1 - A simple delay in delivery, non-compliance with a procedure, a case of Force Majeure or any external cause or cause of a third party who has made it impossible for the Seller to fulfil its obligations, may never justify any claim for compensation, action for termination or cancellation of all or part of the order from the Buyer.

16.2 - The contract may be terminated by the Seller as of right in the event that the Buyer is declared in receivership or liquidation of assets; the same shall apply in the event of a significant change in the Buyer's legal situation, which would reduce its solvency. Nevertheless, the termination of the contract does not affect the receivables already due between the parties.

16.3 - Any partial or total unilateral termination or cancellation of an order on the Buyer's initiative during execution for reasons specific to it, shall give rise to the immediate payment by the latter to the Seller of a financial indemnity the amount of which will directly depend, by application of the scale below, on the time chosen by the Buyer to terminate or cancel all or part of the order concerned in respect of the delivery schedule originally selected. The purpose of this indemnity is to cover the loss of capacity booking, loss of significant business opportunities, administrative management costs.

Financial indemnity table:

	Delivery time of the order (in weeks)				
	< 8	8 to < 16	16 to < 20	20 to < 24	24 and >
Termination period					
(From date					
of the Acknowledgment of Receipt					
of the order)					
< 2 weeks	20%	15%	10%	10%	10%
≥ 2 to < 4 weeks	75%	75%	40%	35%	35%
≥ 4 to < 8 weeks	85%	85%	75%	55%	45%
≥ 8 to < 16 weeks			85%	75%	60%
≥ 16 to < 20 weeks				85%	75%
≥ 20 to < 24 weeks					85%

16.4 - In addition, and regardless of the cause of termination of an order or set of orders, whether due to a failure by the Seller, the Buyer must always take delivery and pay for the Products manufactured and stored or in the process of production on the date of termination and reimburse the Seller, upon presentation of supporting documents, as well as assume and compensate the Seller for any sum that the Seller may have paid to its own suppliers or subcontractors in respect of any cancellations of contracts or corresponding orders. The payment, if any, received by the Seller in respect of the terminated order shall remain acquired in any circumstances and shall not be subject to any return to the Buyer or compensation from the latter. In the event that the Seller's fault gives rise to a right of termination in favour of the Buyer, the Seller shall not be required to bear the costs of research and qualification by the Buyer of a new source of production of the Products, nor to bear any other additional costs incurred by the Buyer as a result of such termination.

## **17. REACH**

17.1 - In accordance with REACH Regulation no. 1907/2006, the Buyer undertakes to communicate in writing to the Seller all the uses envisaged by itself, identified by its own customers, or, where applicable, by the Users upstream. For this purpose, the Buyer shall provide at least a brief general description of each Use, in order to contribute to the establishment of any Registration Request, and to the establishment of the Safety Data Sheets. Failing that, the Seller shall not be held liable for any reason whatsoever as a result of the Seller's failure to take into account any Use for the Registration or the establishment of Safety Data Sheets.

17.2 - The Seller shall pre-register and/or register substances contained in or comprising the Product which it manufactures or imports with the European Chemicals Agency, taking into account the uses identified by the Buyer and which have been communicated to the Seller.

17.3 - It shall ensure, within the limits of its obligations under the REACH Regulation, that the Substances contained in or made up of the product manufactured or imported by its own suppliers are or will be pre-registered and/or registered by the latter within the required time limits taking into account the uses identified by the Buyer. In any event, the Buyer may not in any way seek the Seller's liability for failure by its suppliers to comply with their obligations under the REACH Regulation, resulting in the Seller's inability to provide temporary or final supplies.

17.4 - If a Substance contained in or made up of the Product sold becomes subsequently subject to authorisation or limitation, the Seller shall inform the Buyer thereof. The Seller and the Buyer shall meet as soon as possible to analyse the availability of alternative solutions, to examine the risks they involve, and their technical and economic feasibility, and to consider the steps to be taken in the contract (continued performance, sustainability of the use by the customer). In any event, the impossibility of continuing the performance of the contract, temporarily or definitively, due to a limitation or absence of authorisation for the Substances contained in or made up of the product, manufactured or imported by the Seller or one of its own suppliers, shall be considered as a force majeure event exonerating the Seller from any liability relating to said impossibility of performance.

## **18. EXPORT CONTROL**

Certain products are subject to foreign, European or national import and export regulations. Unless otherwise agreed, the Seller undertakes to carry out the necessary steps to obtain the required export documents. The Buyer undertakes to provide the Seller with any documents requested by the competent authorities. The Seller's liability may not be incurred in the event that an export licence was not granted or subsequently withdrawn.

The Seller undertakes not to export the products delivered by the Seller to a country that is part of the list of countries declared under embargo by the US and/or European authorities.

## **19. DATA PROTECTION**

The applicable legislation (hereinafter "Applicable Law") on data protection includes (i) European Directive 95/46 on the protection of persons with regard to the processing of personal data and on the free movement of such data (ii) European Regulation 2016/679 on the processing of personal data from its date of application, and (iii) any other law on the processing of personal data applicable during the term of the contract.

Each party must comply with its obligations under the Applicable Data Protection Laws applicable to the performance of the Contract with respect to its respective role as described below:

- "Data Controller" means the Buyer who determines the purposes and means of processing personal data.
- "Data Processor" means the Seller who is authorised to process on behalf of the Buyer the personal data necessary to provide the service(s) which is the subject of the contract
- "Personal Data" means any information relating to an identified or identifiable natural person.

The Buyer shall act as Data Controller and the Seller shall process the Personal Data only on behalf of the Buyer. The Seller shall process the personal data in accordance with the written instructions of the Buyer and only for the purposes of the performance of the contractual relationship.

In the absence of a more precise provision of the Buyer, the Seller:

1. Takes appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss, destruction or deterioration of personal data to ensure an appropriate level of security for:
  - a. Damage that may result from unauthorised or illegal processing or accidental loss, destruction or damage; and
  - b. The nature of the personal data to be protected.
2. Keeps a written register of all categories of processing activities carried out on behalf of the Data Controller including (i) the name and contact details of the Data Controller (ii) the categories of processing carried out (iii) where applicable, transfers of personal data to a third country or to an international organisation (iv) a general description of the technical and organisational security measures put in place.
3. Undertakes to cooperate with the Buyer to enable the Buyer to assess and document the compliance of the processing of personal data carried out under this contract, taking into account the nature of the processing and personal data.
4. Shall not subcontract performance of the contract and shall not share the Buyer's personal data with third parties without the Buyer's prior express written consent.
5. Shall not use third parties located in countries outside the European Union without the Buyer's prior express written consent.
6. Notifies the Buyer of any personal data breach within a maximum of 48 hours after becoming aware of it and by e-mail. This notification must be accompanied by any useful documentation in order to enable the Data Controller, if necessary, to notify the competent supervisory authority (the description of the nature of the breach, the categories and number of data subjects, the description of the likely consequences of the breach,

the description of the measures taken to remedy the breach, including, where appropriate, the measures to mitigate any negative consequences, etc.).

The Seller makes available to the Buyer the documentation necessary to demonstrate compliance with all its obligations and to enable audits to be conducted, including inspections, by the Data Controller or any other auditor that it has appointed.

In the event of termination or expiry of the contract, the Seller shall cease any processing of the Buyer's personal data and shall return and/or delete the Buyer's personal data in accordance with the Purchaser's request.

## **20. ETHICS AND COMPLIANCE**

The Buyer must ensure compliance with all applicable laws and/or regulations (including those relating to labour, health, safety) as well as the principles set out in the ERAMET Ethics Charter available on:

[https://eramet.com/sites/default/files/2019-05/charte\\_ethique\\_groupe\\_eramet\\_2018\\_fr.pdf](https://eramet.com/sites/default/files/2019-05/charte_ethique_groupe_eramet_2018_fr.pdf)

In particular, the Buyer acknowledges the promotion of resource conservation, goods recycling and environmental preservation. The Buyer guarantees the maintenance of a high level of commercial ethics.

In the event of a clear breach by the Buyer of these laws and regulations, the companies of the ERAMET Group reserve the right to immediately interrupt all or part of the contracts/orders with the Buyer for fault and without any compensation.

In addition, the Buyer shall endeavour to anticipate any reasonably foreseeable changes in the laws and regulations applicable to its activities.

The Buyer must implement all necessary means, processes and actions and do whatever is necessary to ensure its compliance with all applicable laws and/or regulations.

## **21. JURISDICTION – APPLICABLE LAW**

21.1 - Any dispute between the parties relating to the existence, validity, interpretation, execution of an Order and the GTC, or any of their clauses, which the parties cannot resolve by amicable means, is submitted by the party first taking action to the competent courts of the Seller's site.

21.2 - These GTCs are subject to French law, to the exclusion of its conflict of law rules.