



**General Terms and Conditions of sale of ZB NOMEL SAS  
(Any entity is hereinafter referred to as the "Supplier")  
with effect 01/03/2025**

**1 – General:**

These General Terms and Conditions of Sale (GT&C) shall govern any order (the "Order") for the supply of products and related services (hereafter jointly the "Products") manufactured and supplied /or provided by the Supplier, placed after the date of effect of the GT&C by the client (the Buyer).

Any departure from these GT&C must be negotiated and duly accepted in writing by the Supplier. When the Order is accepted by the Supplier, the Contract is made ("the Contract").

The placement of an Order by the Buyer shall be deemed the Buyer's unconditional and irrevocable agreement to these GT&C and the waiver of the Buyer's own purchase terms and conditions or any other similar document unless otherwise negotiated and agreed by the Supplier in writing.

The Buyer shall ensure that the terms of its Order and of any applicable specification are complete and accurate. Any Order placed by the Buyer is presumed to take into account of its own needs (i), of its process and standards of use (ii), of its specifications (iii), and of that of its own customers or end customer (iv), of the recommendations drawn up by the Supplier as the case may be (v) as well as of any precautions for use detailed in the Supplier' offer (the Offer) and in the technical file including, in particular: the drawing, specifications and technical documents (vi).

When the Buyer issues a request for quotation for a new Product or an Order for a catalogue Product, the Offer and quotation by the Supplier may be subject to possible changes until and unless the Contract is made.

**2 - Scope of the Contract**

The Supplier is specialized in the conception and manufacture of its Products, of the development of new Products, of the design and specifications drafted by the Buyer as the case may be.

The Supplier cannot validate or give advices on the own components or parts of the Client in which the products are to be integrated.

The following documents shall form an integral part of the Contract and in order of priority in the event of any contradiction between documents or difficulty in their interpretation:

- the initial samples file presented by the Supplier and accepted by the Buyer,
- the Supplier's Offer,
- the Buyer's Order accepted by the Supplier,
- the particular terms and conditions accepted by the Parties,
- these GT&C,
- the Supplier's documents completing these GST&C namely: Logistics convention and Quality agreement,
- the studies, quotations and technical documents provided with in support of the Offer, prior to the conclusion of the Contract,
- the invoice, the delivery note.

The following shall not be deemed to be part of the Contract: any documents, catalogues, advertisements, pricelists not mentioned in the Contract. A quotation alone may not constitute an Offer. It may be withdrawn or modified at any time by the Supplier, prior to its acceptance by the Client.

Any material error or omission in any of the documents making up the Offer or other documents or information will be rectified by the Supplier and the Client in good faith, without rendering either party liable or affecting the balance of the Contract.

**3 - Procedure for placing Orders**

These GT&C, the Quality and Logistics agreement provide for the procedure for placing Orders, and confirm the Client's obligation to issue precise Order and to cooperate at the stage of the request for quotation, Offer, initial sample and pre-series in particular.

An Order may concern a Catalogue Product or a specific Product. In all these cases, the Contract is made when the Supplier expresses its acknowledgement of the Order.

**3.1 - Specific Orders**

Closed or Specific Orders are firm Contracts.

**3.2 - Open Orders**

Here the Contract consists of a framework contract which the Client performs by communication of estimated-forecast orders: the "Order book", confirmed in firm Orders; by Calls of Delivery.

-When an Open Order is placed, the Logistics agreement of the Supplier shall apply to the delivery Schedules.

**3.3 - Hardship**

Should an event occur that is beyond the control of the parties and compromises the balance and general economy of the Contract to the extent that it becomes detrimental to the Supplier, the parties shall negotiate the corresponding modification of the Contract in good faith. This concerns the following events *in particular*: variations in the price of raw materials and exchange rates, modification of customs duties, changes in tax and labour legislation and technical and environmental regulations applicable to the product/process.

**3.4 - Modification of Orders or forecasts**

Any modification of the Contract which is requested by the Buyer must be expressly made in writing and the relevant changes (whether technical, financial, in terms of quality logistics or delay, ..) have to be agreed by the Buyer. If corrections are made by the Client to the Open order forecasts or delivery orders of 20% or more upwards or downwards, the parties must reach an agreement to deal with the consequences of such variations for the Supplier.

In the event of an upwards variation, the Supplier will do its reasonable efforts to meet the request from the Client within the limits of its capacities regarding the quantities and lead times requested (production, logistics, subcontracting,.) subject to a relevant financial agreement.

**3.5 - Cancellation of Orders**

Orders are irrevocable, except with the express prior agreement of Supplier. In this case, the Client shall compensate the Supplier for any costs incurred (in particular investments, specific equipment, design costs, expenditure on staff and supplies, tooling, general overheads...) and for all the direct and indirect resulting consequences. Moreover, any down payments which have been made shall accrue fully to the Supplier.

An Order may no longer be cancelled if its performance has begun or the materials have been specially procured.

**3.6 - Modifications to the Contract - Effects on stocks**

The best and common practices in the industry are to build up stocks (of e.g: raw materials, tools, half-finished Products and finished Products) in a volume reasonable and in proportion of the Order book, or of the average volume of firm Orders in the Buyer's interest, in order that the Supplier can continue to offer a security, a fluidity of the supplies and a flexibility of the Orders. Any modification, non-performance or suspension of the Contract prevents the Supplier to delivering of the stocks as initially intended. In this case the Client shall be liable for the above-mentioned costs and the Supplier must be compensated.



#### **4 - Preparatory work carried out prior to fulfilling Client's Order.**

##### **4.1 - Moulds, designs, specifications**

Any quotes, plans, descriptions, drawings, calculation sheets, test data sheets, technical instructions, specifications or manufacturing processes which are provided to the Client shall be provided on a loan for use basis for the purpose of assessing and negotiating the Supplier's commercial Offer. These are confidential and shall not be disclosed by the Client to any third parties or used for any other purposes; such use would be deemed an infringement of the intellectual property rights. The Supplier shall retain full intellectual property rights.

These documents must be returned to it. All these costs, as well as any specific investments and the purchase of specific tooling, shall be incurred within the framework of a design contract, which ends with the acceptance of the PPAP file and the initial samples.

All these costs will be amortised in the volume of the forthcoming order. If no such order is placed or the volumes forecast are not achieved, the Client shall reimburse these costs in full, or in proportion to the actual performance and Orders of the Contract.

##### **4.2 - Provision of samples**

Samples, prototypes or pre-series Products provided to the Client are confidential. They may only be disclosed to third parties with the Supplier's express prior authorisation. They must be returned immediately when requested; no copies of any technical or commercial documents or other items may be disclosed to any third party.

##### **4.3 - Ownership of tools**

The Supplier may require that the Client bear part of any costs which the Supplier incurs in order to design or create tooling and adjust a production line. Given that the tools are designed by the Supplier and are intended to be adapted to its methods and equipment, they shall remain the Supplier's property and shall remain in its workshops. The Client's participation in the cost of producing the tools shall only give it a right to use said tools in the Supplier's workshops. It shall not result in any transfer of material title or intellectual property rights over the tools, nor of any know-how in connection with same.

The Supplier shall be entitled to destroy the tools if, over a period of two years, it does not receive orders of sufficient volumes to justify their use. The Supplier shall notify the Client in order to determine the level of stocks of spare parts for the contractual periods. If the Client fails to respond and no agreement is reached on the extension of the period, the Supplier may destroy the tools three months after the date of notification. However, the moulds for the tools shall be retained for the contractual periods.

#### **5 - Specifications and status of the Products Ordered.**

##### **5.1 - Contractual use of the Products**

The Products supplied shall comply with the agreed specifications, the applicable technical regulations and with the technical standards with which the Supplier has expressly declared their compliance.

The Client shall be responsible for using the Products under normal and foreseeable conditions of use and in accordance with the health and safety legislation applicable to the place of use as well as the best practices in its profession.

The Client shall be responsible for selecting a Product whose specifications meet its technical requirements and its implementation process, manual or automated. If it changes to an automatic process, the Client shall notify forthwith the Supplier in writing.

##### **5.2 - Product packaging**

Non-returnable packaging will not be taken back by the Supplier. The packaging shall meet the applicable

environmental regulations depending on the intended use of the Products. The Client undertakes to eliminate the packaging in line with local regulations.

Unless specifically requested by the Client and agreed by the Supplier, the Product packaging is suitable for standard land transport, for single-use conditions of storage and handling with no specific restrictions.

##### **5.3 - Provision of information concerning the Products**

The Client undertakes to provide all useful information on the Product to its own subcontractors and customers, and to guarantee traceability. If it fails to do so, any claims against the Supplier under the warranty would no longer be admissible.

#### **6 - Intellectual Property and Confidentiality**

##### **6.1 - Intellectual property and know-how**

The intellectual property rights and the know-how contained in the documents and Products supplied shall remain the exclusive property of the Supplier.

Any clause of the Client's which provides for an automatic assignment of rights as a result of the mere existence of a commercial relationship between the parties is not compliant with the Law or professional practice and shall be deemed null and void. The documents concerned are, in particular, the drawings, calculation sheets, test data sheets and technical instructions for the Products or processes. The Supplier may use its own technologies developed for the Contract and file any relevant patents, unless otherwise agreed.

##### **6.2 - Confidentiality**

The parties hereby mutually pledge to protect the confidentiality of any technical, commercial and legal information exchanged in the performance of the Contract. However, the following information shall not be considered confidential: any information which was already in the public domain at the time of signing the Contract, and any information which was already lawfully known during the preparatory work preceding the signing of the Contract. The Supplier reserves the right to restrict access to its installations and those of its suppliers to the Client or its substitutes, even if an audit is requested.

##### **6.3 - Warranty against infringements of intellectual property rights**

The Client warrants that at the time of placing its Order the content of its blueprints and specifications and the conditions governing their implementation do not rely on intellectual property rights or know-how belonging to any third party. It warrants that it is free to dispose of them without infringing any contractual or legal obligations.

The Client guarantees the Supplier against the direct or indirect consequences of any civil liability or criminal proceedings, in particular lawsuits for infringement of intellectual property rights or unfair competition.

#### **7 - Delivery, transport, incoming inspection of the Products**

##### **7.1 - Delivery times (Logistics agreement)**

These shall run as of whichever of the following dates occurs latest: - the date acknowledgment of the Order, -the date of receipt of the materials, equipment and tools or the date on which the Client has performed its preliminary contractual or legal obligations. Unless specifically agreed by the Parties, our delivery times are given for information only and may be changed in the event of circumstances beyond the Supplier's control, notwithstanding the application of Article 8. On no account may they be considered as a formal commitment. No delay in delivering the Products, even a prolonged delay, may constitute an acceptable cause for a refusal to take delivery or for any action for damages of any kind.



### **7.2 - Delivery terms**

Delivery is deemed to be FCA plant of the Supplier's. The risks shall be transferred to the Client upon delivery of the goods, although title is transferred to the Client only after full payment is made. In case of late collection of the Goods by the Customer, the Supplier may charge administrative and extra costs.

The delivery is made: by means of a notice of availability for collection by the handing over of the Products to a carrier designated by the Client or by delivery to the Client's premises. If the Client delays in collecting the goods, the Supplier may charge the Client a daily warehousing fee and administrative costs.

When the Client organises the transport, it shall guarantee the Supplier against any legal action or financial claims resulting from any direct action taken by its own the carrier against the Supplier.

### **7.3 – Transport, customs clearance, insurance**

Unless the parties agree otherwise, the Client shall be responsible for transporting, insuring, clearing through customs, handling and conveying the Products to its site at its own expense and risk. It is up to the Client to check any consignments of Products on arrival and to raise any claims against the carriers even if the consignment was sent carriage paid. The goods travel at the Client's risk.

The standard INCOTERM for exports is FCA, with the Client bearing the cost of customs clearance. In the event of any logistical or administrative difficulties, the Client must cooperate, and provide the Supplier, under its responsibility, with proof of the export of the Products.

### **7.4 – Acceptance of the Products and services.**

The Supplier's Logistics and Quality Agreement provide that the Client must, at its own expense and under its own responsibility, check that the Products and services comply with the Contract.

The checking by the Client or its substitute of the Products delivered and their packaging/labelling, in particular before they are made available for use on assembly lines, is required by the law on liability and transport (i), custom and good practice in the industry (ii) and the internal quality management systems (iii). Such checking and acceptance by the Client shall constitute an acknowledgment of compliance with the Contract and the agreed logistics arrangements, and absence of any apparent defects.

### **7.5 - Claims**

Claims relating to any apparent defects or to the nonconformity of the Products delivered with the Products ordered, must be formulated to the Supplier in writing without delay and at the latest within eight days of delivery.

It shall be the responsibility of the Client to provide proof of the existence of the defects or non-conformities observed. It must give the Supplier the opportunity to ascertain these non-conformities itself so that it may remedy them. Any intervention/initiative of the Client or its substitutes, of any kind, on the Products delivered shall be subject to the prior written agreement of the Supplier. Any return of the Products must be the subject of the formal agreement of the Supplier beforehand.

### **7.6 – Handling and storage**

The Client must abide by the recommendations relating to storage and handling, such as, but not limited to, the repackaging of pallets, the changing of packaging, the discarding of any Products which fall to the ground, or the management of the Products' modification indexes.

### **8 - Cases of force majeure, act of God, fortuitous events**

Neither of the Parties shall be held liable for any delay or failure to perform its obligations under this Contract, if this delay or failure is directly or indirectly due to a case of force majeure, or act of God, as defined in French case law, including such fortuitous cases such as: strike at the supplier's or at the sub-contractors of the Supplier, regulatory summon of any nature by an Administration, as well as financial or operational failure such as machine breakdown at a supplier of the Supplier, imperative injunctions of any kind, in particular the withdrawal of authorisation, application of customs regulations, as well as financial default.

Any occurrence of a case of force majeure, act of God or other fortuitous event must be notified as soon as it becomes known and it seems likely to affect the performance of the Contract. Should the balance of the Contract be affected, causing prejudice to either of the Parties, the latter pledge to negotiate the necessary modification in good faith, in order to restore the previous situation. If the duration of the hindrance exceeds 10 days, the Parties shall consult each other within a maximum of 5 days to examine whether and in what conditions the Contract may be continued.

### **9 - Prices**

The prices quoted are ex work prices exclusive of tax and customs duties. They shall be invoiced in accordance with the terms of the Contract. The prices are quoted in Euros unless otherwise agreed and shall cover only the Products and services specified in the Offer. The packaging and labelling of the Products are standard and in line with standard practice in the profession.

### **10 - Payment**

#### **10.1 - Payment deadlines**

In accordance with the Law Article L441-6 and fwd of the French Commercial Code the deadline agreed by the parties for the payment of the invoices shall not exceed forty-five days (45) end of month or sixty days (60) of the date of invoice. In case of late payment or of noncompliance with the starting point of the payment term, a penalty of 75.000 € for a natural person or 375.000 € for a Company may be charged by the Administration. It will be doubled in case of repeat offence. Shorter terms of payments remain unaffected.

The payment deadlines agreed may not be altered unilaterally by the Client on any grounds whatever, even in the event of a dispute. Reminder: down payments are to be paid immediately. Early payments shall not give rise to a discount unless specifically agreed otherwise.

#### **10.2 - Late payment**

In accordance with Article 441-6 of the Commercial Code, any late payment shall automatically give rise, as of the first day after the due date specified on the invoice, to the accrual of interest for late payment at the most recent refinancing rate quoted by the European Central Bank plus ten points (or no less than three times the legal interest rate), and a fixed debt collection lump sum of 40 Euros (currently) will be charged for each overdue invoice.

The Supplier reserves the right to invoice on top of this legal penalty further compensation if its debt collection costs are higher, subject to justification. Any failure to make a payment on the due date may result at the Supplier's discretion in a request for immediate payment of all remaining invoices even if not fall due, and future Orders will only be accepted against payment in advance of a pro forma invoice. In the event of any payment difficulties, the retention of title clause (Art 10.6) will apply and the Supplier may suspend its deliveries.

#### **10.3 – Deterioration in the Client's financial position**

In case of unusual modifications to the Orders or forecasts, the credit granted to the Client may be impacted. The same in case of deterioration in its financial position noted by a



financial institution or a credit insurer, or if its financial position is significantly different to the information provided to the Supplier.

Given these circumstances, the latter may legitimately require an advance payment against a pro forma invoice, declare that any terms of payment have lapsed and therefore request immediate payment of any moneys still owing, suspend all shipments, and avail itself of retention of title over any Products, or -to cancel all open Contracts and retain all down payments already made and appropriate tool and parts, until such time as all moneys owing have been paid in full, unless the client provides a financial guarantee acceptable to the Supplier.

#### **10.4 - Setting off of payments**

The Client shall refrain from unlawfully setting off any debits and credits and from invoicing the Supplier for any amount not expressly accepted by the latter. Any such setting off shall be deemed to constitute a payment default, and as for any late payment, the provisions of Article 10.2 shall apply. However, the parties reserve the right to carry out setting off in the circumstances allowed by the law or by contractual arrangement.

#### **10.5 – Subcontracting and Legal payment guarantee**

Where the Contract signed forms part of a chain of contracts within the meaning of Law no. 75-1334 of 31 December 1975, the Client shall have a legal obligation to ensure the Supplier and its terms of payment are accepted by its own principal. - Should the principal not be the end client, the Client shall require that its principal abide by the legal formalities. -For the purposes of these GT&C, the 1975 law shall be deemed to be a Law of public order internationally enforceable.

#### **10.6 - Retention of title**

The Supplier shall retain full title over the goods covered by the Contract until all components of the price; both principal and related expenses have been paid in full. The handing over of bills or drafts shall not constitute effective payment. Any failure to make even a single payment instalment may cause the claim back of these goods by the Supplier. The acceptance of this clause results for the Client from the placing of its Order governed by the GT&C. As this clause is included in our commercial documents (Order acknowledgment, Offers, invoices, etc.), it shall apply to Client who accepts it on signing the Contract.

### **11 – Liability, Legal warranties and guarantees**

#### **11.1 - Definition of the Supplier's liability**

When the Product specifications are issued by the Client, the Supplier's liability is strictly limited to respecting the Contract and its documents.

The Client, acting in its capacity of principal, defines the Product specifically according to its own operating requirements or to those of its clients or subcontractors; the Client is deemed to have a full knowledge of its business, and the command of its means of production.

The Supplier shall manufacture its Products, standard or as per the Client's specifications, in line with the professional practice, as collated by the federation of Mechanical Industry and its dedicated syndicates: AFFIX-ARTEMA and registered with the Practices Office of the Commercial Court.

The Supplier shall not be held liable for:

- Defects caused by raw materials or parts/components supplied by the Client,
- Defects due to a design/specifications by the Client
- Defects arising wholly or partly from normal wear and tear of any parts, or from damage caused by the Client or any third party, changes in the working process of the Products compared to the Supplier's specifications,
- Any abnormal or unusual use of the Products, or not compliant with the contractual use of it, with good

professional practice, with the Supplier's recommendations, or the storage, transport or repackaging conditions,

- Any loss of traceability of the Products by the Client.

#### **11.2 - Warranty, limitations on the Supplier's liability**

Subject to any other provisions of these GTC exempting the Supplier from liability, the latter shall be limited to *direct* material damage caused to the Client, resulting from the Supplier's direct and exclusive failure to perform the Contract correctly.

The Supplier shall not be liable for damage arising from the use by the Client of its own technical documents, or raw material or data imposed by the Client, nor from acts or omissions on the part of subcontractors or suppliers of the Client's or imposed by the latter on the Supplier.

Under no circumstances shall the Supplier be liable to compensate for any consequential or indirect damage such as *inter alia*: loss of production, loss of opportunity, loss of earnings, expenses and fees. Should any penalties and/or compensation be agreed, these shall be deemed to constitute full and final compensation of the claim, to the exclusion of any other remedy or compensation.

When the proof of the Supplier's liability is established, showing a direct immediate and exclusive link between the non-conformity and the damage, the compensation of the Client, for all causes with the exception of bodily injury, shall be limited to the replacement within a normal period of time, of the Products recognised as defective or nonconforming, after examination by the Supplier, or, at its choice, to the reimbursement of the Products, which may not in any case exceed an amount equivalent to sale price of the *batch supplied* to which the defective Products belonged, or the price of the service provided, whose performance is recognised as defective or non-conforming. The Client shall not unilaterally set off or refuse to pay the disputed invoice. The Client guarantees that it has secured an undertaking from its insurers or all its substitutes not to bring claims against the Supplier or its insurers in excess of the limits and exceptions contained in the GT&C.

#### **12 - Amicable settlement of disputes**

The parties undertake to endeavour to settle amicably any disputes which may arise prior to sue the other party.

#### **13 - Miscellaneous**

If one or more of the provisions of these GTC were to prove to be null and void or impossible to apply, they will be replaced in the same spirit and the other provisions would remain applicable. The fact that the Supplier does not apply any one of the provisions of these GT&C does not mean that it has waived its right to avail itself of same.

French version of these GT&C shall prevail in any case.

#### **14 - Applicable law Jurisdiction**

The Contract is governed by French law. The Client shall ensure that its business practices are in accordance with all applicable laws, directives and regulations, particularly with, but not limited to, anti-corruption and corporate duty of vigilance.

If the Contract is international, it is governed by the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980. For all matters not covered by this Convention, French law shall apply.

Should the parties fail to reach an amicable settlement, it is expressly agreed that all disputes arising in connection with this Contract will be subject to the exclusive jurisdiction of the Supplier's domicile, even in the event of the introduction of third parties or the involvement of several defendants. The French version of these GT&C shall prevail in case of misunderstanding or contradiction with the English version.