



General Terms and Conditions of Sale

ARTICLE 1 - GENERAL CLAUSE

These general terms and conditions of sale shall apply to all sales, services and requests for manufacture concluded by the simplified joint stock company IEV (hereinafter referred to as IEV) with professional Buyers. The present provisions cancel and replace all previous conditions and prevail over any other document previously issued.

They are given to each buyer to enable them to place an order.

Consequently, the placing of an order implies the full and unreserved acceptance by the Buyer of these general terms and conditions of sale, to the exclusion of all other documents such as leaflets, catalogues or other documents issued by IEV, which are only indicative.

Annexes to these general terms and conditions of sale may provide for special conditions applicable only to the category of Buyers concerned.

In case of contradiction between these general terms and conditions of sale and IEV's special terms and conditions of sale, the latter shall prevail.

The fact that IEV does not avail itself at a given time of any of the clauses of these GTC shall not be interpreted as a waiver of the right to avail itself of such clause at a later date.

The present general terms and conditions of sale are communicated immediately to any buyer who requests them.

Primacy of the GTC over the GCP

These general terms and conditions of sale shall prevail over any general or special terms and conditions of purchase, unless IEV formally accepts otherwise in writing. Any contrary or different condition imposed by the buyer shall therefore, in the absence of express acceptance, be unenforceable, regardless of the time at which it may have been brought to the attention of IEV.

ARTICLE TWO - ORDERING

Following the making of the price offer, or quotation, or commercial offer, the buyer shall place an order, which shall be confirmed by IEV by acknowledgement of receipt in the form of a simple letter, an e-mail or the affixing of an IEV stamp on the order. Any order, to be taken into account, must be placed in writing or communicated by fax or e-mail to the main office of IEV located in VERDUN.

The order and any amendments thereto shall define the references of the quotation, or price offer, or commercial offer, the price, the foreseeable delivery times and the terms of payment as well as the reference of the documents relating to the technical specifications of the product, its packaging, the place of delivery and, if necessary, the quality assurance plan and the guarantees. From the date of acceptance of the order by IEV, all orders shall be deemed firm and final.

IEV shall only be bound by orders placed by its representatives or employees subject to written and signed confirmation. Acceptance may also result from the dispatch of the products.



The benefit of the order is personal to the buyer and may not be transferred without the consent of IEV.

Any request for modification or cancellation of an order shall not be possible after TWO (2) working days after the order has been placed, unless otherwise agreed in writing by IEV.

The request for amendment or termination within the above-mentioned period must be made by registered letter with acknowledgement of receipt and accepted by IEV. The above-mentioned period shall be deemed to be the date of the registered letter, as evidenced by the postmark. If IEV does not accept the modification or cancellation, the advance payments made shall not be refunded, except in cases of force majeure.

If no advance payment has been made and in the event of an accepted request to cancel the order within the above-mentioned period, a sum corresponding to 10% of the total invoice (including VAT) shall be retained by IEV, by way of damages, as compensation for the prejudice thus suffered, except in cases of force majeure.

ARTICLE THREE - CHANGES AND DEVELOPMENTS

3.1 Developments at the initiative of IEV

In the context of subcontracted design or product development partnerships, IEV may propose technical solutions, specific studies, new plans, develop specific tools in order to meet a technical problem, which are and remain the exclusive property of IEV. These developments shall be accepted by the Buyer, and shall be subject to prior negotiation between IEV and the buyer with a view to the acquisition of the intellectual property by the Buyer.

In the context of a production order, any subsequent changes at the request of the buyer shall be deemed to be a change in the original terms of IEV's commitments and shall be subject to further negotiation.

If IEV is required to propose technical solutions necessary for the proper functioning of the product in question, resulting in an index modification of any of the reference documents, such studies and work shall be subject to prior negotiation between IEV and the Buyer with a view to the acquisition of the intellectual property by the Buyer.

3.2 Changes at the initiative of the Buyer

They shall be the subject of a new order or an amendment to the current order and, in the case of manufacturing, of the drawing up and communication of precise specifications by the buyer.

3.3 Tools and samples



At the request of the buyer, IEV may be required to create specific moulds and tools. Thus, IEV undertakes to make a price offer in advance, including the amount of the study as well as the manufacturing costs.

IEV reserves the ownership of the moulds and tools until they have been paid for in full by the customer in accordance with Article 8 hereof. Unless expressly agreed by the customer, these tools may not be entrusted to third parties but may be destroyed in the workshops of IEV at the express request of the customer.

For parts supplied on a regular basis and in order to take into account the lead times for the supply of functional elements of the tools which would be the responsibility of IEV, the Buyer undertakes to notify any stoppage of supply with a notice period of 6 months. Otherwise, the Buyer shall be responsible for the reimbursement of all costs incurred.

ARTICLE FOUR - DELIVERIES - TRANSPORT - TRANSFER OF RISK

4.1. Transport and costs

The goods are sold EXW (Ex Works), in accordance with Incoterms 2020, so that IEV will pack the goods (if applicable) and make them available at its own premises.

The Buyer shall bear all costs and risks involved in loading, transporting and unloading the goods to their destination. Customs formalities for export, if any, shall be borne by the Buyer, as well as all other such costs.

IEV may offer to organise the transport, if necessary, at an additional cost specifically mentioned in its price quotation, which the buyer is free to accept or not. In any event, the transport shall be at the expense and risk of the buyer, whether the Buyer uses his own carrier or allows IEV to organise the Transport.

In case of special requests from the buyer concerning the packaging or transport conditions of the ordered products, duly accepted in writing by IEV, the related costs shall be subject to a specific additional invoice to be paid by the buyer.

4.1. Transfer of risks

The goods sold shall be transported at the risk of the buyer, the transfer of risk is taking place at the time of loading into the vehicle of departure at the premises of IEV.

The buyer takes delivery at the agreed destination and pays the costs of unloading. The buyer is responsible for insuring and bearing the costs and risks of the goods sold, from the beginning of the loading operations and during the entire transport, until delivery at its own premises.

4.2. Delivery times



Delivery times are stated as accurately as possible, but are subject to supply and transport possibilities. IEV undertakes to use its best endeavours to meet the deadlines.

Exceeding the delivery time cannot therefore give right to compensation, deductions nor cancellation of orders in progress.

In addition, IEV shall not be liable for any delays caused by delays of subcontractors imposed on it by the client. Any change will result in a consequential change in the deadlines.

However, if this delay exceeds 60 days, for any other reason than a case of force majeure as defined below, the sale may be cancelled at the request of one of the parties by a simple registered letter. The buyer may obtain the return of his deposit to the exclusion of any other compensation or damages.

In any event, timely delivery shall only occur if the Buyer is in compliance with its obligations towards IEV, regardless of the cause.

4.3. Place of delivery

Delivery will be made to the place indicated on the order form.

ARTICLE FIVE - RECEPTION

Upon receipt, it is the responsibility of the buyer, in the event of damage, loss or shortage, and more generally of any anomaly, to make all necessary observations and to confirm its claims by registered letter with acknowledgement of receipt to the carrier, within three (3) working days following receipt of the goods. Visible damage must be photographed in the presence of the carrier.

In the event of a specific technical acceptance procedure, this will be subject to special conditions and this acceptance will be formalised by a written report signed by the parties.

In the absence of claims expressly made by the buyer at the time of delivery, the products delivered shall be deemed to conform in quantity and quality to the order.

Without prejudice to the measures to be taken with respect to the carrier, complaints about apparent defects or the non-conformity of the product delivered with respect to the product ordered or to the delivery note, must be made in writing to IEV by registered letter with acknowledgement of receipt, within FORTY-EIGHT (48) hours following the arrival of the products.

It shall be the responsibility of the buyer to provide any justification as to the reality of the defects or anomalies found. He shall allow IEV every facility to proceed with the observation of these defects and to remedy them if necessary. He shall refrain from intervening himself or from having a third party intervene for this purpose.

ARTICLE SIX - RETURNS



Any return of products must be subject to a prior written agreement between IEV and the buyer. Any product returned without such agreement shall be held at the disposal of the Purchaser and shall not give rise to the issue of a credit note, without prejudice to the payment of storage costs.

The costs and risks of the return are always at the Buyer's expense.

ARTICLE SEVEN- PRICE

7.1. Determination of the price

The products shall be supplied at the price in force at the time of delivery, unless a specific agreement (in particular for manufacturing) has been reached between the parties and, if applicable, in the specific commercial proposal sent to the buyer. These prices are firm and non-revisable during their period of validity, as indicated by IEV.

Except for specific conditions specific to the sale, the prices of the products are those negotiated between the parties for each service and fixed in the price offer, or the quote or the commercial offer. The period of validity of the quotation is 3 months.

The prices indicated on the quotations are exclusive of tax and include packaging costs. They do not include transport costs, which are additional. In the event of a particular packaging request from the customer, the customer must inform IEV prior to placing the order, so that IEV can adapt its price offer accordingly.

Any tax, duty or other additional service to be paid in application of French or European regulations, or those of an importing country or a country of transit, are the exclusive responsibility of the buyer.

Special pricing conditions may be applied according to the specificities requested by the buyer, in particular concerning delivery terms and deadlines, or payment terms and conditions. A price quotation, or an estimate, or a special commercial offer will then be sent to the Buyer by IEV.

The company reserves the right to change its tariff and tariff structures at any time according to changing economic conditions, its costs and those of its suppliers (excluding the validity periods indicated by IEV).

In that case, the new price will be announced 15 days in advance.

7.2. Payment

Unless other terms are expressly provided for in the special conditions, the price is payable either in cash on receipt of the invoice, less a cash discount of 0.5%, to be calculated on the amount excluding VAT, or within 30 days of the date of issue of the invoice, net and without discount.

Under no circumstances may payments due to IEV be suspended or be subject to any reduction or set-off without the written consent of IEV. Any payment made to IEV shall be set off against the



amounts due, irrespective of the cause, starting with those due the earliest. The currency of payment is the euro.

In the case of deferred or due date payment, payment within the meaning of this article shall not be deemed to be the mere delivery of a bill of exchange or cheque implying an obligation to pay, but the actual payment on the agreed date.

7.3 Late and non-payment

In the event of late payment, a fixed indemnity for collection costs of EUR 40 shall be payable by the Buyer as of right and without prior notice. IEV reserves the right to request additional compensation from the buyer if the collection costs actually incurred exceed this amount.

Without prejudice to the fixed compensation for collection costs and any action that IEV may be entitled to take against the buyer in this respect, late payment shall give rise to the application of late payment penalties payable on the day following the date shown on the invoice, calculated at the rate of (THREE) 3 times the legal interest rate, applied to the entire amount of the sums due, including VAT.

In addition, in the event of non-payment of any of the instalments, the other instalments shall become immediately payable by operation of law, even if they have given rise to bills of exchange, if the sending of a registered letter with acknowledgement of receipt has remained without effect for 8 days after its sending

7.4 Settlement guarantees

Any deterioration in the buyer's credit (including, but not limited to, the sale or contribution of any part of the business, death, In the event that the customer is unable to pay, has difficulty in paying or has ceased to pay, is in receivership or in liquidation, guarantees or payment in cash or by bill of exchange payable at sight may be required before orders are executed.

ARTICLE EIGHT - TRANSFER OF OWNERSHIP - TRANSFER OF RISK

The products are sold with a clause expressly subordinating the transfer of ownership of the products to full payment of the price in principal and accessories, in accordance with Articles 2367 to 2372 of the Civil Code, allowing IEV to take possession of the said products.

In the event of non-payment, any advance payment made by the Buyer shall be retained by IEV as a lump-sum compensation, without prejudice to any other action that IEV may be entitled to take against the Buyer as a result.

It is understood that the mere delivery of an instrument creating an obligation to pay, whether a bill of exchange or otherwise, does not constitute payment within the meaning of this clause, IEV's



original claim on the buyer subsisting with all the guarantees attached thereto, including the retention of title, until the said instrument has actually been paid.

The above provisions do not prevent the transfer to the buyer of the risks of loss or deterioration of the goods subject to retention of title or of any damage they may cause, as soon as the goods are delivered.

The buyer shall take out, at its own expense, an ad hoc insurance policy covering the risks arising from the delivery of the products until full payment of the price and to justify this to IEV upon delivery. Failing this, IEV shall be entitled to delay the delivery until the presentation of such proof.

As long as the price has not been paid in full, the buyer shall individualise the products delivered under this contract and not mix them with other products of the same nature from other suppliers. If the products are not segregated, IEV may demand reimbursement or take back those still in stock.

In case of seizure or any other intervention of a third party on the products, the buyer shall imperatively inform IEV without delay in order to allow it to oppose it and to preserve its rights.

The buyer is also prohibited from pledging or transferring the ownership of the said products by way of security.

Authorisation for resale

The Buyer is authorised, in the normal course of business, to resell the products, subject of this contract. However, in the event of resale, the Buyer shall immediately pay the balance of the price still due to IEV (or inform the sub-purchasers that the said products are subject to a retention of title clause and notify IEV of this transfer so that it may preserve its rights and, if necessary, exercise a claim on the resale price against the sub-purchaser).

Resolutive clause

It is expressly agreed that in the event of non-payment of any of the instalments, or more generally, of total or partial non-performance of any of the obligations incumbent on the Buyer, the full price shall be payable by operation of law and without delay, if the sending of a registered letter with acknowledgement of receipt has remained without effect for 8 days after its sending.

In addition, in the event of late payment or breach by the Buyer of any of its obligations, IEV may suspend all outstanding orders, without prejudice to any other remedy, suspend the performance of its obligations, reduce or cancel any discounts granted to the Buyer

ARTICLE NINE - GUARANTEE

9.1. The guarantees to be provided by IEV shall only operate and be enforceable if the buyer has fulfilled all his obligations. Guarantee of hidden defects



The products delivered by IEV benefit from the legal guarantee against hidden defects under the conditions and within the time limits provided for in Articles 1641 et seq. of the Civil Code.

However, and by exception, if IEV addresses professional Buyers of the same speciality, the legal warranty for hidden defects is expressly excluded.

9.2. Compliance with the order

In case of apparent defect or non-conformity of the products delivered in relation to the order, duly noted by IEV, the Buyer may obtain the compliance, replacement or reimbursement of the products at IEV's discretion, to the exclusion of any compensation or damages.

9.3. Commercial guarantee

Without prejudice to the provisions of Article 9.1 above, the products delivered by IEV shall benefit from a commercial warranty of one (1) year from the date of delivery of the goods (date of receipt by the customer), covering the functioning of the products.

Under this commercial warranty, IEV shall replace or repair Products or parts under warranty that are defective, up to a maximum of the order value, including labour costs.

The choice between replacement or repair is up to IEV.

The benefit of this commercial guarantee is subject to compliance with the following conditions, on pain of forfeiture:

- The registration by the buyer of the goods purchased, on the ENI form specifically provided for this purpose, as soon as they are received.
- The description and transmission to IEV by the Buyer, in writing and on a durable medium, of the alleged malfunction, within a maximum period of ten (10) days from its occurrence.
- The prior demonstration of a malfunction duly noted and accepted by both parties.

The commercial guarantee forms an inseparable whole with the Product sold.

The replacement of defective Products or parts shall not have the effect of extending the duration of the commercial warranty set out above.

The Product may not be resold altered, transformed or modified; in this case, there is no commercial guarantee.

The commercial guarantee only applies to sales made by IEV on French territory, in EU countries and in Switzerland.

In the event of resale of the products by the buyer (in the normal course of business) to another customer (hereinafter referred to as the "end customer") located in an EU country or Switzerland, IEV's commercial warranty shall apply provided that the following cumulative conditions are met



- The Buyer/Reseller shall inform the end customer in writing and on a durable medium of all the provisions relating to the IEV guarantee (and in particular of the clauses excluding the guarantee), on pain of purely and simply losing the benefit of the commercial guarantee.
- The reseller Buyer shall communicate to IEV at the time of the resale and at the latest within 8 (eight) days of the resale, by e-mail, fax or registered letter, the full details of the end customer and in particular its e-mail and postal address, its telephone number, its identification number and its activity. The notification of the end customer's complete contact details is a condition for the validity of the transmission of the commercial guarantee.

This resale shall not have the effect of extending the duration of the commercial warranty, which shall run from the date of receipt of the first sale. IEV's commercial warranty shall cease if the end customer resells the product himself.

In the event of resale outside the EU, the IEV commercial warranty will automatically lapse.

9.1. Warranty exclusions

The following exclusions shall apply to all cover provided by IEV hereunder.

All guarantees of IEV are excluded in case of:

- **misuse, abnormal use**
- **lack of maintenance or poor maintenance**
- **normal wear and tear,**
- **use or storage under unsuitable or different conditions from those recommended or intended,**
- **deterioration due to accident, impact, fall**
- **negligence, lack of supervision,**
- **processing of the product by the customer or a third party,**
- **parts subject to a manufacturer's warranty,**
- **used goods,**
- **force majeure.**

Any warranty is also excluded in case of manufacture by IEV of products designed by the Buyer, or in case of manufacture using defective or unsuitable products supplied by the Buyer.

ARTICLE TEN - LIABILITY FOR DEFECTIVE PRODUCTS



With regard to liability as provided for in Articles 1245 et seq. of the Civil Code, IEV shall be released from its security liability in all cases compatible with the provisions of the above articles.

With regard to damage caused to goods which are not used by the victim primarily for his own private use or consumption, the supplier shall be exempt from liability in accordance with Article 1245-14 paragraph 2 of the Civil Code.

In any event, in the context of a request from the Buyer to manufacture in accordance with its specifications, IEV shall not be held liable for any damage caused, directly or indirectly, by a design defect on the part of the Buyer. In this respect, the parties hereby acknowledge that IEV shall not be bound by any obligation to advise, warn or inform with respect to the design and specifications of the Buyer.

ARTICLE ELEVEN: FORCE MAJEURE

IEV shall not be held liable if the non-performance or delay in the performance of any of its obligations, as described herein, results from a case of force majeure within the meaning of Article [1218 of the Civil Code](#).

It is recalled that force majeure in contractual matters occurs when an event beyond the debtor's control, which could not reasonably be foreseen at the time of conclusion of the contract and the effects of which cannot be avoided by appropriate measures, prevents the debtor from performing his obligation.

If the impediment is temporary, performance of the obligation shall be suspended unless the resulting delay justifies termination of the contract. If the impediment is definitive, the contract shall be terminated ipso jure and the parties shall be released from their obligations under the conditions set out in Articles [1351](#) and [1351-1](#) of the Civil Code.

The following are considered as cases of force majeure, without this list being exhaustive: war, riot, fire, strikes, accidents, the impossibility of being supplied, natural disasters, acts of terrorism and cybercrime...

By express agreement, pandemics, such as Covid19 , are considered to be force majeure.

ARTICLE TWELVE - CONFIDENTIALITY AND INTELLECTUAL PROPERTY

Intellectual & Industrial Property

The research of technical solutions, studies, plans, drawings, documents delivered or sent by IEV, are and remain the exclusive property of IEV, including those services performed prior to the quotation and/or order. The same shall apply in case of subcontracted design or product development partnership, or a manufacturing order, in the absence of specifications given to IEV by the buyer for manufacturing.



The studies, plans, drawings, etc. belonging to IEV may not be communicated by the buyer to third parties for any reason whatsoever, except with the express prior written consent of IEV.

Confidentiality

All information provided to the buyer by IEV, such as quotations, designs, images, drawings and know-how ..., of whatever nature and in whatever form, is confidential. The customer shall not use them for any other purpose.

The buyer undertakes to maintain confidentiality by not disclosing or reproducing, directly or indirectly, any information, knowledge or know-how concerning IEV and its operation to which they may have had access in the course of the performance of this contract, unless such information, knowledge or know-how has entered the public domain or its disclosure is made necessary by virtue of a specific regulation or an administrative or judicial order.

ARTICLE THIRTEEN - SETTLEMENT OF DISPUTES

13.1. Conciliation procedure

In the event of a dispute, the parties undertake to attempt to reconcile before taking any legal action. To this end, the plaintiff shall notify the elements of the dispute to the other party by registered letter with acknowledgement of receipt. The conciliation phase shall have a duration of one (1) month, starting from the receipt of this letter or its first presentation in case of non-receipt. At the end of this period, the parties shall be deemed not to have succeeded in conciliating, unless proof to the contrary is provided. During the period of conciliation, the parties shall refrain from bringing any legal action against each other in connection with the present contract. However, by way of exception, even during the conciliation period, the parties may request judicial investigation measures on the basis of Article 145 of the Code of Civil Procedure.

13.2. Jurisdiction clause

All disputes arising from the operations referred to in these general terms and conditions of sale shall fall under the exclusive jurisdiction of the **French courts**.

More precisely, these disputes will, in the absence of a successful conciliation procedure, be under the exclusive jurisdiction of the BAR-LE- DUC COMMERCIAL COURT, which will be the only one competent for all disputes, even in the event of a guarantee appeal, multiple defendants or a clause of contrary jurisdiction appearing on the letters or other documents of the Purchaser.

13.3. Applicable law



All the clauses contained in these general terms and conditions of sale as well as all the purchase and sale operations referred to herein shall be subject to **French law**, the 1980 Vienna Convention being expressly disregarded.

More generally, exclusively French law governs relations with IEV.

13.4 Language of these General Terms and Conditions of Sale

The present general conditions are written in French. In the event that they are translated into one or more languages, and in the event of a contradiction between the translations, the **French** text shall take precedence and be authoritative in the event of a dispute.

ARTICLE FOURTEEN - MODIFICATIONS to the GTC

IEV reserves the right to make any necessary changes to these general terms and conditions at any time.

ARTICLE FIFTEEN - BUYER'S ACCEPTANCE

These general terms and conditions of sale as well as the price lists, scales of differences concerning discounts, rebates and discounts, are expressly approved and accepted by the Buyer, who declares and acknowledges that he has perfect knowledge of them, and thereby waives the right to rely on any contradictory document and, in particular, his own general terms and conditions of purchase.

ARTICLE SIXTEEN - PERSONAL DATA

The personal data collected from the Buyers are subject to computer processing by IEV. They are recorded in its Customer file and are essential to the processing of the order. This information and personal data are also kept for security purposes, in order to comply with legal and regulatory obligations. They shall be kept for as long as necessary for the execution of orders and any applicable guarantees.

The data controller is IEV.

Access to personal data will be strictly limited to employees of the data controller who are authorised to process them by virtue of their duties. The information collected may be communicated to third parties linked to the company by contract for the execution of subcontracted tasks, without the Buyer's authorisation being necessary.

In the context of the performance of their services, third parties have only limited access to the data and are obliged to use them in accordance with the provisions of the applicable legislation on the protection of personal data.



**INTERCONTINENTAL
EQUIPEMENT VERDUN**

Apart from the cases set out above, IEV shall not sell, rent, transfer or give access to third parties to the data without the prior consent of the Buyer, unless compelled to do so by a legitimate reason.

If the data is transferred outside the EU, the Buyer will be informed and the guarantees taken to secure the data (for example, the external service provider's adherence to the "Privacy Shield", adoption of standard protection clauses validated by the CNIL, adoption of a code of conduct, obtaining CNIL certification, etc.) will be specified.

In accordance with the applicable regulations, the Buyer has a right of access, rectification, deletion, and portability of the data concerning him/her, as well as the right to oppose the processing for legitimate reasons, rights that he/she may exercise by contacting the data controller at the following postal or email address

iev@iev-verdun.fr

In the event of a complaint, the Buyer may submit a complaint to the Supplier's personal data protection officer at the Commission Nationale de l'Informatique et des Libertés.

ARTICLE SEVENTEEN - INVALIDITY

If any provision hereof is or becomes void or voidable, this shall not affect the validity of the remaining provisions and the disputed provision shall be deemed not to have been written.

Signature and stamp of the Buyer

preceded by the handwritten words: "read and approved" At :

Date: