

## TERMS AND CONDITIONS OF SALE STANDARD

### 1. DEFINITIONS

In the present general terms and conditions of sale, the following definitions shall apply:

"Buyer" means the person or entity identified on Buyer's purchase order or, if different, on Seller's Quotation, Acknowledgement or Order Confirmation.

"Party(ies)" means the Seller and/or the Buyer.

"Order": Order by which the Buyer requests delivery of a product or service.

"Quotation" means a document issued by the Seller to the Buyer, describing the details of the Products and the prices offered to the Buyer which are in force at the date of the quotation.

"Products": refers to all products marketed by HellermannTyton, regardless of the brand name used.

"Intellectual Property Rights" means all copyrights, trademark rights, trade secret rights, patent rights, moral rights and other recognized intellectual property and proprietary rights, present and future, in any jurisdiction, including filings, applications, renewals and extensions of such rights.

"Vendor" means HellermannTyton S.A.S, having its registered office at 2 rue des Hêtres, 78190 Trappes, registered with the Versailles Trade and Companies Register under number 612 056 549, and its affiliated companies.

"writing" means any paper document, facsimile, or electronic writing.

### 2. GENERAL

In accordance with article L 441-6 of the French Commercial Code, these General Terms and Conditions of Sale (GTCS) constitute the sole basis of the commercial relationship between the parties.

Their purpose is to define the conditions under which the Vendor provides the Purchaser, who requests it, with the products in its catalog. They apply without restriction or reservation to all sales concluded by the Vendor with the Purchaser.

They may be supplemented by Special Conditions of Sale granted by the Seller as part of its commercial policy in return for the Buyer's performance of obligations requested by the Seller relating to purchase-sale operations.

Any derogatory or special agreements, such as, in particular, the Buyer's general terms and conditions of purchase or supply, shall not prevail over these GCS unless expressly accepted in advance by the Seller. Any such derogation applies only to the contract or order for which it has been accepted. Any contrary clauses emanating from the Buyer are deemed unenforceable. The fact that the Vendor does not avail itself at a given time of all or part of the clauses contained in the present GCS may not be interpreted as a waiver of the right to avail itself of such clauses at a later date.

The information contained in the Seller's catalogs, prospectuses and price lists is given for information only and may be revised at any time. The Vendor is entitled to make any changes it deems necessary.

The publication of the General Terms and Conditions of Sale on the Vendor's website complies with the legal obligation to communicate general terms and conditions. The most recent version of the GCS will be applicable to the relationship, and may be freely consulted by the Buyer at [www.hellermanntyton.fr](http://www.hellermanntyton.fr), under the heading General Terms and Conditions of Sale. The original version of these GCS is written in French and is the sole authentic version, prevailing over any other version.

### 3. INFORMATION AND ADVICE

In accordance with article 1112-1 of the French Civil Code, the Vendor is bound by an obligation to inform and advise the Purchaser. To enable the Vendor to properly fulfil its obligation to provide information and advice, the Buyer undertakes to express its needs, constraints, objectives and issues as clearly and comprehensively as possible for each order placed with the Vendor, throughout the performance of the contract. In this respect, the Buyer has an essential role to play in identifying the target to be reached and in arbitrating the choices, both technical and functional, that the performance of the contract will require. The Buyer also undertakes to provide the Seller with the information, documentation, resources and/or elements required to understand its expectations.

### 4. CONTRACTUAL DOCUMENTS

The following are an integral part of the contract, in the event of contradiction, in order of priority:

- The Quotation,
- special conditions agreed by both parties,
- the present general conditions,
- the order accepted by any means, in particular by acknowledgement of receipt or order confirmation,
- the Seller's documents supplementing the present terms and conditions,
- studies, estimates and technical documents communicated prior to the formation of the main contract and accepted by the parties,
- delivery note,
- the invoice.

### 5. QUOTATIONS AND ORDERS

5.1 Quotation features. Unless otherwise specified in the Quotation, it shall automatically expire 30 calendar days after its date of issue. However, the Seller may withdraw the Quotation at any time prior to its acceptance by the Buyer. The prices, information and characteristics appearing in catalogs, circulars, prospectuses, technical data sheets or other documents are given for information purposes only and may under no circumstances be considered as firm offers. The Seller reserves the right to make any modifications or improvements to the Products it deems necessary, at any time and without prior notice, without the Buyer being entitled to claim any prejudice whatsoever.

5.2 Minimum Order Quantities and/or Values. All orders for Products are subject to applicable minimum amounts specified in the Quotation. Minimum order requirements may be in the form of Product quantities or monetary amounts.

5.3 Order Acceptance. Orders are sent by the Buyer to the Vendor by fax, post or e-mail. They must state precisely the characteristics, references and quantities of the products required, as well as the delivery and invoicing address. The issue by the Buyer of an Order to the Vendor for Products shall constitute acceptance by the Buyer of the present General Terms and Conditions of Sale. Orders placed by the Buyer will only be definitively accepted by the Vendor subject to the latter's prior written acceptance. Orders from the Buyer which have given rise to the issue of an invoice or to the actual delivery of Products by the Vendor shall be deemed to have been accepted. Any dispute concerning price, delivery time, packaging, or any other information mentioned on the acknowledgement of receipt sent by the Vendor must be made by the Buyer within 48 hours of receipt of the document, the absence of a dispute being deemed acceptance.

5.4 Order modifications, substitutions and cancellations. Orders accepted by the Seller are not subject to modification or cancellation except with the express written authorization of the Seller. Authorized changes in orders may require adjustments in pricing, scheduling and new special conditions. Restocking, storage or other charges, including reimbursement of direct costs, may apply to modified or cancelled orders. The Seller reserves the right to replace with the latest revision, replacement series or equivalent Product of comparable form, suitability and functionality.

### 6. PRICES AND BILLING

6.1 Unless otherwise specified in the Quotation, the prices of the Products shall be the catalog prices published by the Vendor which are in force at the time the Vendor accepts the Buyer's Order, provided that the delivery date requested by the Buyer occurs before December 31st of the current year. In the event of delivery beyond this deadline, the Vendor reserves the right to refuse the delivery request or to revise the applicable conditions. The Vendor may correct errors or omissions in catalog or quotation prices, and/or modify its published prices, at any time and without notice.

6.2 Unless otherwise stated, prices do not include the cost of freight, shipping, handling, storage, insurance, special packaging or insulation, all of which must be paid by the Buyer. Prices do not include sales, use, excise, customs, value-added or similar taxes, duties or fees. Buyer shall pay or reimburse Seller for all applicable taxes.

6.5 Orders for Products will be invoiced upon shipment.

### 7. TERMS OF PAYMENT

7.1. Payment terms. For Buyers who do not have an account with us, for first-time buyers, or for Buyers whose account is no longer active, payment shall be made in advance by bank transfer.

For account Buyers, payment is due 45 days from the invoice date, end of month.

7.2. Discount. Unless expressly agreed in advance by the Seller, no discount will be granted for cash or advance payment.

7.3. Partial delivery. In the event of partial delivery, an invoice will be issued and payment must be made in accordance with the aforementioned conditions.

7.4. Exports. For exported Products, the Seller reserves the right to require payment by irrevocable letter of credit, confirmed by a first choice bank in France, or payment in advance by bank transfer.

7.5. Late payment. Any delay in payment in relation to the contractual date automatically entails, without formal notice, the application of late payment interest equal to 3 times the legal interest rate. A flat-rate indemnity for collection costs of €40 will also be due, as well as additional compensation if the collection costs incurred exceed the amount of the flat-rate indemnity. However, interest of less than €30 will not be due if the delay is unique or if the delay has been justified by the Buyer. It is the responsibility of the defaulting debtor to spontaneously pay the amount of late payment interest and the fixed collection costs when settling the invoice.

7.6. Non-payment of an invoice on its due date will render payment of all others immediately due, even if they have given rise to bills of exchange already in circulation. In special cases, the Vendor reserves the right either to require down payments, or to accept orders only against cash on delivery, cash on collection or advance payment by bank transfer. The Vendor reserves the right, in the event of non-compliance with payment deadlines, to temporarily block or close a Buyer's account, or to suspend deliveries of Products or the performance of services resulting from orders placed subsequently.

7.7. Debit note. The Buyer formally refrains from any practice consisting in automatically debiting or automatically invoicing the Seller for sums which have not been expressly recognized by the Seller as due. Any automatic debit shall constitute an unpaid amount giving rise to the application of the above provisions relating to late payment, and may engage the Buyer's liability under Article L442-1 of the French Commercial Code. The Vendor's invocation of either or both of these provisions does not deprive him of the right to enforce the retention of title clause.

7.8. Claims and errors. Claims for incorrect charges or price corrections must be made within ten (10) days of the invoice date, failing which they will be rejected. Claims for missing items or shipping errors must be made in writing within ten (10) days of the invoice date, failing which they will be rejected.

## 8. DELIVERY

8.1. Packaging. Products are delivered in standard packaging. Packaging complies with environmental regulations applicable to the destination of the Products. The Buyer undertakes to dispose of packaging in accordance with local environmental legislation.

8.2. Delivery times. All Orders are subject to the availability and delivery times of the Products transmitted at the time of the Quotation. Delivery times run from the date of acknowledgement of receipt of the corresponding order.

8.3. Delivery charges. Unless specific allowances apply, Buyer shall be responsible for all shipping and handling charges, including all storage, insurance or other charges, associated with Buyer's delayed acceptance of delivery or collection of Products after Buyer has been notified of appropriate availability for collection. At its sole discretion, the Seller may make shipments to locations specifically designated by the Buyer. Additional charges may apply.

8.4. Delay in delivery. The Buyer is informed that delivery times are given for information only. The Seller will use commercially reasonable efforts to ship products on the estimated shipping date. A delay in delivery shall not justify cancellation of the order, nor any claim for compensation, late delivery penalties or damages.

In the event of late delivery in relation to the contractual deadlines, and if special agreements stipulate penalties, these may in no case exceed 0.5% per full week of delay, with a maximum total of 2% of the ex-works value of the Products whose delivery is late. These penalties are in the nature of liquidated damages and are exclusive of any other sanction or indemnity. In the event of a delay of more than 3 months, the Buyer may request that the sale be rescinded, except in the event that partial deliveries have already been made, in which case the sale may only be rescinded in respect of the remaining deliveries. The Vendor is released, ipso jure, from any commitment relating to delivery times if the payment conditions have not been observed by the Buyer or in the event of Force Majeure as defined below.

8.5. Delivery calls / delivery schedule - Manual and EDI dispatch: the Buyer undertakes to provide the Seller with the most reliable forecast and firm calls over a minimum period of 14 weeks. The quantity variation allowed between the initial call and the delivery date is +/- 20%. Modification of firm delivery schedules requires the prior written agreement of the Seller.

8.6. The Vendor cannot be held responsible for the non-receipt of programs. Similarly, the Buyer is responsible for the accuracy of the information sent, particularly by EDI. If this data is incorrect, the Vendor cannot be held responsible for non-delivery, late or early delivery, or incorrect quantities.

## 8.7. Delivery reserves

Deliveries are made subject to carrier availability. The Vendor reserves the right to make full or partial deliveries for the same order. The Seller expressly reserves the right to choose its carriers and forwarding agents. Any deviation from this rule will require the Vendor's written agreement and an additional charge. Unloading on site is the sole responsibility of the Buyer. The Buyer shall provide all necessary handling equipment for unloading at the feet of the truck, or for moving or handling the products. The Buyer must expressly ensure that the Products are in good condition. This verification must be carried out in the presence of the carrier. Under no circumstances, and regardless of the carrier's requirements, shall the Buyer sign the carrier's delivery slip without having checked the condition of the Products. Should the Buyer have any reservations concerning the condition of the Products, these must be specified and detailed (listing the damage noted on the delivery note) and must be indicated on the Product delivery note in the presence of the carrier. Furthermore, these reservations must be notified to the Vendor within 24 hours of receipt of the Products, and completed within 48 hours by registered letter. Should the Buyer fail to comply with these provisions, the Vendor will not be able to accept any claim or recourse. Transport and repair costs will be borne exclusively by the Buyer.

## 9. EXPORT AND IMPORT CONTROLS

The Buyer shall be responsible for all regulations governing the export of parts incorporated in its products and shall not be entitled to invoke Force Majeure or any other exonerating cause in the event of an import ban on such materials or their components. The Buyer is required to inform the Seller in advance of the existence of such regulations when they are applicable to its Products and entail obligations for it.

The Seller shall not be liable for any delays or other consequences resulting from the application of these regulations. Contractual deadlines are extended by the time required to obtain authorizations. In all cases, the invoice must be paid in accordance with the terms of the present general sales conditions or the special conditions.

## 10. RETENTION OF TITLE - TRANSFER OF RISK

**WITH REGARD TO RETENTION OF TITLE, THE BUYER ACCEPTS THAT THE PRODUCTS REMAIN THE PROPERTY OF THE VENDOR UNTIL FULL PAYMENT OF THEIR PRICE, NOTWITHSTANDING THE**

**ACCEPTANCE OF ANY BILL OF EXCHANGE, PAYMENT BEING CONSIDERED COMPLETE ONLY ON THE DATE OF EFFECTIVE COLLECTION OF THE CORRESPONDING PAYMENT INSTRUMENT. FAILURE TO PAY ON ANY OF THE DUE DATES MAY RESULT IN THE PRODUCTS DELIVERED BEING RECLAIMED. FOR THESE REASONS, THE BUYER IS PROHIBITED FROM DISPOSING OF THE PRODUCTS IN ANY WAY WHATSOEVER. IN THE MEANTIME, THE PRODUCTS MUST REMAIN INDIVIDUALIZED IN THE BUYER'S WAREHOUSES OR WORKSHOPS.**

All risks relating to the Products, including those of loss or destruction, are transferred to the Buyer when the Products are handed over to the carrier by the Seller or collected by the Buyer. The Buyer undertakes to take out insurance covering the transport and storage of the Products for their purchase value, as well as insurance covering damage after delivery.

## 11. FORCE MAJEURE

Neither party shall be liable for any delay in performance or failure to perform any of its obligations hereunder, provided that such delay in performance or failure to perform results from events or circumstances beyond the control of the defaulting party, such as earthquake, cyclone, mobilization, state of war, riot, act of terrorism, embargoes or strikes, even partial, whatever the cause, lock-out of the seller's factories or of the industries or public services contributing to their supply or operation, epidemic, shortage of manpower or components, interruption or slow-down of means of transport of any kind, fire, flood, manufacturing or transport accident, tooling breakdown, shortage of raw materials, energy, etc....

The defaulting party shall inform the other party in writing without delay of the reason for the delay and its probable duration. Notwithstanding the foregoing, the defaulting party will endeavor to mitigate the effect of an event of Force Majeure on the performance of its obligations. The suspension of obligations shall under no circumstances be a cause of liability for non-performance of the obligation in question, nor lead to the payment of damages or penalties for delay.

## 12. INEXECUTION - RESOLUTION

12.1 In the event of sufficiently serious non-performance of any of the obligations incumbent upon the other Party, the Party suffering the default may notify the Defaulting Party by registered letter with acknowledgement of receipt, of the wrongful termination of the present contract, 90 days after the sending of a formal notice to perform which has remained unsuccessful, in application of the provisions of article 1224 of the French Civil Code.

12.2 Compulsory performance. Notwithstanding the provisions of article 1221 of the French Civil Code, the Parties agree that in the event of either Party failing to meet its obligations, the defaulting Party will not be entitled to request enforcement. As an express exception to the provisions of article 1222 of the French Civil Code, in the event of either Party failing to fulfill its obligations, the defaulting Party may not itself have the obligation performed by a third party, at the defaulting Party's expense. In the event of non-performance of any of the obligations incumbent on the other Party, the defaulting Party may request termination of the contract in accordance with the terms and conditions set out in the present article.

12.3 It is expressly agreed between the Parties that the debtor of an obligation to pay under the terms of the present agreement will be validly put in default by the mere payability of the obligation, in accordance with the provisions of article 1344 of the French Civil Code.

## 13. QUALITY

The products are designed and manufactured in compliance with the standards and regulations applicable in the country of manufacture. The Vendor has obtained numerous approvals as set out in the product catalog and on the Vendor's website. In the event of a complaint, the Buyer must comply with the Seller's quality procedures.

## 14. LIABILITY

14.1 Under no circumstances will the Seller be liable to compensate for direct and/or indirect consequential damages (such as loss of business, loss of profit, loss of opportunity, commercial loss, loss of profit, loss of business opportunity or reputation, costs of purchasing replacement Products or services, loss of data, downtime costs, sorting costs or any loss resulting from delay in performance or delivery) whether such damages arise out of or result from breach of contract, warranty, tort (including negligence), strict liability or otherwise, and even if the contract fails of its essential purpose. In the event that penalties and indemnities have been mutually agreed, they shall have the value of a lump-sum, dischargeable indemnity and shall be exclusive of any other penalty or indemnity.

14.2 Limits : The total liability, if any, of the Seller, for all causes (warranty, contractual fault, tort) with the exception of personal injury and gross negligence, is limited to a sum not exceeding the purchase price paid by the Buyer for the Product, the batch to which the non-conforming Product belongs and/or the services for which a claim has been made

14.3 Implementation. The Seller's liability may only be incurred if the Buyer has first demonstrated the existence of the damage, the existence of a fault on the part of the Seller and the fact that this damage was caused by this fault, these elements only being able to be established, in the absence of a jurisdictional decision having the force of law, by a previously negotiated and agreed transaction, in compliance with legal requirements. Any action hereunder must be brought within one year of the date on which the event

giving rise to the action occurred.

14.4 Waiver of recourse. The Buyer waives and guarantees the waiver of recourse by its insurers and third parties in a contractual relationship with it, against the Seller or its insurers, beyond the limits and exclusions set forth in these general terms and conditions.

#### 15. GUARANTEE

Certain Products are subject to the terms, conditions and limitations of a Commercial Warranty in effect at the date of shipment. The Commercial Warranty for the products concerned is available on request from the seller's sales teams and is incorporated in this document by reference.

#### 16. PRIVACY

In the course of preparing and executing the order, the parties will have access to confidential information, and they therefore undertake to respect a general obligation of confidentiality with regard to the elements exchanged. If a confidentiality agreement is signed, it must include reciprocal undertakings by the parties.

#### 17. INTELLECTUAL AND INDUSTRIAL PROPERTY

All intellectual property rights pertaining to the Products and to documents delivered by the Vendor remain its exclusive property. Consequently, the Vendor will remain the exclusive owner of the studies, plans, diagrams and all documents delivered to the Buyer or of which the Buyer may have become aware within the framework of the contract or a commercial proposal. The Vendor grants the Buyer the right to use the documents transmitted for its own operating and maintenance needs, under its own responsibility. The Buyer acknowledges that these documents are confidential and may not be communicated to third parties in any way whatsoever without the prior written consent of the Seller, and must be returned to the Seller without delay if the contract is terminated or not concluded, or at the Buyer's request.

The photographs presented in all technical and commercial media are intended to provide sufficient information on the Products, but are non-contractual and the material shown does not necessarily include all the elements making them up. The purchase of products by the Buyer in no way confers on the latter any right whatsoever to reproduce all or part of the Products or to exploit the intellectual or industrial property rights attached thereto.

In the event that a third party brings an action for infringement of its industrial property rights concerning Products delivered to the Buyer, the Seller undertakes, at its option and expense, to defend or settle. Should an unfavorable final judgment be rendered against the Vendor, the latter will, at its option, (i) take license of the rights of the aforementioned third party, or (ii) modify the incriminated Products in such a way as to avoid infringement, or (iii) if such a solution is not possible for economic and/or technical reasons, take back the delivered Products and proceed with the reimbursement of their purchase price less a reasonable rate due to the normal use and aging of the Product. The above undertaking shall only apply insofar as the Buyer has immediately informed the Seller in writing of any claim of infringement concerning the delivered Products and the Seller has full control of the action or proceedings. The Seller's liability is expressly excluded if the infringement results from the combination or association of the delivered products with any other product or from any modification of all or part of the product resulting from any intervention whatsoever carried out other than by the Seller.

Furthermore, the Vendor shall not be held liable for any costs or expenses incurred by the Buyer without its authorization, nor for any direct or indirect damage which may result from any loss of use of the Products delivered. The above provisions constitute the entirety of the Vendor's commitments to the Buyer in the event of disputes arising from third-party industrial property rights relating to the delivered Products. In the event that the Buyer communicates drawings or technical specifications to the Vendor for special requirements, the Buyer guarantees to the Vendor the respect of third-party rights such as, in particular, copyrights, drawings, models or patents belonging to or registered by third parties. The Buyer shall be liable for any legal action, costs and damages arising from the Seller's supply of products manufactured in accordance with its specifications.

#### 18. COMPLIANCE

The Buyer declares that it is aware of and adheres to the HellermannTyton Group's commitments to sustainable development and business ethics, which are set out in particular in the Group's Code of Professional Ethics. The Buyer undertakes to respect the HellermannTyton Group's Code of Business Ethics in its environmental, social and economic dimensions. The Buyer undertakes to adopt the fundamental values of the HellermannTyton Group. In economic matters, and more particularly with regard to business ethics, the Buyer undertakes to conduct its activities in compliance with the laws and regulations in force and

with the most demanding ethical rules concerning corruption and restrictive competition practices. The Buyer also undertakes to comply with all laws and regulations relating to embargoes, economic, commercial and financial sanctions or restrictive measures of France, the United States, the European Union or any other applicable national legislation. The Seller reserves the right, at any time, to audit the Buyer's compliance with obligations relating to these matters. The Seller reserves the right to cancel any order concerned, in the event of breach by the Buyer of any of the provisions of the present article, without this giving rise to any liability whatsoever towards the end user.

#### 19. REFERENCES

The Seller may use the Buyer's name to promote its Products. Thus, the Buyer accepts that the Vendor may refer to its name, its corporate name, a logo or a registered trademark of the Buyer on any media, including all Internet sites, throughout the world. The Buyer may, however, inform the Seller by any written means and at any time of its refusal and/or request the withdrawal of the aforementioned reference.

#### 20. DATA PROTECTION

The protection and security of personal data are extremely important. Consequently, the Seller undertakes to protect the private sphere and to treat the Buyer's data with the utmost confidentiality.

The Seller is responsible for the processing of the Buyer's personal data and is, in this capacity, responsible for the processing of such data in accordance with applicable data protection laws and provisions.

To find out how the Seller processes the Buyer's personal data, to be informed of the Buyer's rights with regard to such data, and to learn more about cookies, the Buyer may freely consult the Privacy Policy accessible on the Seller's website, under the heading "www.hellermanntyton.fr/confidentialité". The Vendor reserves the right to regularly update this Privacy Policy by updating its website, which the customer expressly accepts. No modification of the conditions defined in this Privacy Policy will be accepted unless specifically agreed in writing by the Vendor.

#### 21. ENVIRONMENT

The Seller, subject to the principle of extended responsibility, is registered with the French Agency for Ecological Transition (ADEME) under the number :

- FR200189\_03JJWA for papers
- FR200189\_01BBZM for household packaging
- FR027719\_05LSIY for WEEE

These numbers guarantee that the Seller, by adhering to eco-organizations, is in compliance with the regulatory obligations incumbent upon it pursuant to Article L 541-10 of the Environmental Code .

#### 22. MISCELLANEOUS PROVISIONS

The fact that the Vendor does not invoke any of the clauses of the general terms and conditions at a given time shall not be interpreted as a waiver of the right to do so at a later date.

The invalidity of any one of the clauses of these conditions shall not affect the validity of the other clauses.

#### 23. PROOF AGREEMENT

The Parties agree to consider messages received by fax or electronic means, and more generally electronic documents exchanged between them, as original writings within the meaning of Article 1366 of the French Civil Code, i.e. as having the same value as that accorded to the original. The Parties agree to keep faxes or writings in such a way that they may constitute reliable copies within the meaning of article 1379 of the French Civil Code.

#### 24. APPLICABLE LAW - JURISDICTION

BY EXPRESS AGREEMENT BETWEEN THE PARTIES, THESE GENERAL TERMS AND CONDITIONS OF SALE AND THE RESULTING SALES AND PURCHASE TRANSACTIONS ARE GOVERNED BY FRENCH LAW.

THEY ARE WRITTEN IN FRENCH. SHOULD THEY BE TRANSLATED INTO ONE OR MORE LANGUAGES, ONLY THE FRENCH TEXT WILL PREVAIL IN THE EVENT OF A DISPUTE.

IN THE EVENT OF DISPUTE OR LITIGATION, THE LATTER WILL BE SUBMITTED TO THE COMPETENT COMMERCIAL COURT OF VERSAILLES (FRANCE), EVEN IN THE EVENT OF APPEAL OR RECOURSE IN WARRANTY, OR MULTIPLE DEFENDANTS.