

## General Terms and Conditions of Sale

### 1. GENERAL INFORMATION

In accordance with Article L 441-6 of the French Commercial Code, these general terms and conditions of sale constitute the sole basis of the commercial relationship between the Parties.

Their purpose is to define the conditions under which HellermannTyton («the Supplier» or «the Party») provides the Purchaser («the Purchaser» or «the Party») (together «the Parties») upon request, with the following products: Standard Products (products whose technical characteristics are defined by the Supplier) or Customised Products (i.e. parts whose technical characteristics are specified by the Purchaser) (together «the Product(s)»).

They apply without restriction or reservation to all sales concluded by the Supplier with the Purchaser, regardless of the clauses that may appear on the Purchaser's documents, and in particular its general terms and conditions of purchase.

The information contained in the Supplier's catalogues, prospectuses and prices are given for information purposes only and may be revised at any time. The Supplier is entitled to make any changes that it deems necessary.

The publication of the general terms and conditions of sale on the Supplier's website complies with the legal obligation to communicate the general terms and conditions. The most recent version of the general terms and conditions of sale will be applicable to the relationship, which may be freely consulted by the Purchaser at the following address "www.hellermanntyton.fr", under the heading general terms and conditions of sale.

In accordance with the regulations in force, the Supplier reserves the right to derogate from certain clauses of these General Terms and Conditions of Sale, depending on the negotiations conducted with the Purchaser, by establishing Specific Terms and Conditions of Sale.

Any order of Products implies, on the part of the Purchaser, the acceptance of these General Terms and Conditions of Sale. Any deviation from any of these general terms and conditions must be expressly accepted in writing by the Supplier. Such derogation shall only apply to the agreement or order for which it has been accepted.

For the purposes of these general terms and conditions, «written» means any paper document, fax or electronic written document.

### 2. INFORMATION AND ADVICE

In accordance with Article 1112-1 of the French Civil Code, the Supplier is bound by an obligation to provide information and advice to the Purchaser. To enable the Supplier to properly fulfil its obligation to provide information and advice, the Purchaser undertakes to express as clearly and comprehensively as possible its needs, constraints, objectives and the challenges for each order placed with the Supplier throughout the performance of the agreement. In this respect, the Purchaser has an essential role to play in identifying the target to be reached and in deciding on the choices, both technical and functional, that will be necessary for the performance of the agreement. The Purchaser also undertakes to provide the Supplier with the information, documentation, means and/or elements necessary to understand its expectations.

### 3. DATA PROTECTION

The protection and security of personal data are extremely important imperatives. Consequently, the Supplier undertakes to protect private matters and to treat the Purchaser's data in the strictest confidence.

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

For information on how the Supplier processes the Purchaser's personal data, to be informed of the Purchaser's rights concerning said data, and to learn more about cookies, the Purchaser may freely consult the privacy policy available on the Supplier's website, under the heading «www.hellermanntyton.fr/confidentialité».

### 4. CONTRACTUAL DOCUMENTS

Are an integral part of the agreement and in order of priority in case of contradiction:

- the price offer,
- the special conditions accepted by both Parties,
- the present general terms and conditions,
- the order accepted by any means, in particular by acknowledgement of receipt or confirmation of order,
- the Supplier's documents supplementing these general terms and conditions,
- design studies, specifications and technical documents communicated before the stipulation of the main agreement and accepted by the Parties,
- the delivery note,
- the invoice.

### 5. OFFERS AND ORDERS

5.1 Unless otherwise specified in the offer, the offer automatically expires 180 calendar days following its date of issue. However, the Supplier may withdraw its offer at any time before its acceptance by the Purchaser. Offers for Customised Products may depend on certain information or circumstances, including the information provided by the Purchaser. If the information or circumstances on which the offer is based change, the Supplier may adjust its offer accordingly. The prices, information and characteristics appearing in catalogues, circulars, prospectuses, technical data sheets or other documents are given for information purposes only and can under no circumstances be considered as firm offers. The Supplier reserves the right to modify its offer as long as it is not accepted, and, in addition, the right to make any modifications

or improvements it deems necessary on any standard equipment at any time and without notice, without the Purchaser being able to invoke any damages whatsoever.

5.2 Sales are only concluded after the Supplier has expressly accepted the Purchaser's order in writing. Firm or open orders must be confirmed in writing, using an order form duly signed by the Purchaser. If the order differs from the offer, it shall only have effect to the extent of such express acceptance by the Supplier, in accordance with Article 1118 of the French Civil Code. Any dispute concerning a price, deadline, packaging, or any other information stated on the acknowledgement of receipt sent by the Supplier must be made by the Purchaser within 48 hours of receipt of the document, the absence of dispute being deemed acceptance.

5.3 Mandatory information: For Customised Products the Purchaser must, in writing, at least nine (9) months before the series production start date (DMS in the French acronym), confirm the Supplier's assignment and communicate the date (month, year) of the start of series production, the annual quantity to be produced and the details of the ramp up over the first 6 months. In the absence of this information, the Supplier does not guarantee production of the Products in the desired quantities and timescales and declines all liability in the event of late delivery and any additional costs or costs of any production line stoppages.

5.4 Modification of the order. Any modifications requested by the Purchaser may only be taken into account, within the limits of the Supplier's possibilities and at its sole discretion, if they are notified in writing within a reasonable time before the date set for the delivery of the Products ordered and after signature by the Purchaser of a specific order form. These modifications, in particular concerning the products themselves, incoterms, delivery times, quantities or materials, are subject to the express agreement of the Supplier, who will inform the Purchaser of the consequences on the commercial conditions, in particular in terms of stocks, costs and deadlines.

5.5 Open orders. An open order is defined as an order in which the Purchaser does not make a firm commitment on the quantity of the Products or on the performance or delivery schedule, and which must be followed by delivery calls. It is limited in time by the agreed deadline. Prices and other conditions are defined on the basis of the estimated quantities notified by the Purchaser. In the event of non-compliance with the forecast quantities, in the schedule submitted, the Supplier may modify these conditions and request compensation from the Purchaser for supplies and other costs.

5.6 If the corrections made by the Purchaser to the provisional estimates of the schedule of the overall open order or delivery orders deviate by more than 20% more or less from the amount of the said estimates, the Supplier shall assess the consequences of these variations. In the event of a downward variation of more than 20%, the price of the products may be updated. In the event of an upward variation of more than 20%, the Supplier shall do its utmost to satisfy the Purchaser's request with regard to quantities and within deadlines compatible with its capacities, in particular, production, transport, subcontracting, human and financial resources. The Supplier may, at its discretion, (i) modify its terms and conditions and request compensation from the Purchaser for supplies and other costs or (ii) refuse to deliver unscheduled quantities, excluding any liability for late delivery. In any event, such variations will call into question the analyses provided previously. With regard to the automotive sector, the Supplier refers to professional practices relating to the capacities of industrial manufacturers and fastening suppliers - ARTEMA No. 2015044936.

### 6. INVOICING - PRICE

6.1 The products are supplied at the Supplier's prices in force on the day the order is placed and, where applicable, in the specific commercial proposal addressed to the Purchaser.

Prices will be revised in the event of an increase of more than 10 points in the PA 6.6 price index (Source ICIS PRICING), as published by the platurgy and composites Federation. The price variation will be calculated according to the impact on the weight of the part. The new prices will be communicated in January and July for application on 1 February and 1 August respectively.

6.2 On the other hand, given an event beyond the control of the Parties that compromises the fairness of the agreement to such an extent that one of the Parties will suffer a loss by fulfilment of its obligations, the Parties agree to negotiate in good faith the appropriate amendment of the agreement. The following events in particular are covered: changes in customs duties, changes in exchange rates, changes in legislation.

In the event that the Purchaser does not take into account, in its orders, said updated or negotiated prices, the Supplier reserves the right to suspend deliveries.

6.3 The sale prices are always in Euro, excluding taxes and «ex works» according to the prices in force on the date of delivery (EXW 15 rue des osiers, Coignières, France, according to the Incoterms in force at the time the agreement is concluded). They are calculated in consideration of the quantities estimated or agreed by the Parties at the time of the order. In the event of a significant drop in production volumes, the price of the products will be updated.

6.4 The costs of packaging and transport of the Products sold are the responsibility of the Purchaser. Any request for a certificate of compliance will be invoiced at €15 per delivery call. Any design study, in particular of layout, compatibility, assembly or relating to the development of specific tooling, accepted and undertaken at the Purchaser's request, will be invoiced. Any modification of the order by the Purchaser may result in the modification of the agreed prices.

6.5 Any invoice shall be deemed to be fully due and payable to the Supplier if the Purchaser does not dispute it in writing within one clear month of the invoice being issued.

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### 7. TERMS OF PAYMENT.

7.1 Procedures. For Purchasers who do not have an account opened in our books, for any first business, or for any Purchaser whose account is no longer active, payment is made in advance by means of a bank transfer.

For Purchasers with an account, payment is due 30 days after the date of receipt of the Products or performance of the service.

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

7.3 Special supplies and tooling. For special supplies and tooling, a deposit of 30% is required when ordering. If local legislation requires the Supplier to collect, any tax from the Purchaser, this amount shall be added to the Purchaser's invoice and the Purchaser shall pay it, unless the Purchaser provides the Supplier with a valid tax exemption document. Any proof of exemption provided by the Purchaser which subsequently become invalid shall oblige the Purchaser to pay the tax previously due.

7.4 - Subcontracting When the agreement is part of a chain of works contracts within the meaning of Law No. 75-1334 of 31 December 1975, the Purchaser has a legal obligation to have the Supplier accepted by its own Client. It is also under an obligation to have the Supplier's payment terms accepted by the Client. If the Client is not the final Purchaser, the Purchaser undertakes to impose compliance with the formalities of the 1975 law.

In accordance with Article 3 of the 1975 Law, the absence of presentation or approval makes it impossible for the Purchaser to invoke the agreement against the Supplier. This impossibility applies in particular to any complaints relating to any lack of compliance of the specifications. However, in accordance with the said article, the Purchaser remains bound to fulfil its contractual obligations vis-a-vis the subcontractor. Under these general terms and conditions, the 1975 law is considered international policy law applicable through the Purchaser to foreign Clients.

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

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

7.7 Late payment. Any late payment in relation to the contractual date shall automatically entail, without formal notice, the application of default interest equal to 3 times the legal interest rate. Flat rate compensation for recovery costs of €40 will also be due as well as additional compensation if the recovery costs incurred exceed the amount of the flat rate compensation. However, interest of less than €30 will not be due, if the late payment is a one-off occurrence or, on if the delay is justified by the Purchaser. It is the responsibility of the debtor for late payment to spontaneously pay, when paying the invoice, the amount of interest for late payments and flat-rate recovery costs.

7.8 Non-payment of an invoice on its due date will render due payment of all other invoices immediately even if they have given rise to bills of exchange already in circulation. The Supplier reserves the right in special cases either to request advance payments or to accept orders only against reimbursement or cash payment upon collection or payment in advance by bank transfer. The Supplier reserves the right, in the event of non-compliance with payment deadlines, to temporarily block, close a Purchaser account or suspend the delivery of Products or the performance of services resulting from orders placed subsequently.

7.9 Debit note. The Purchaser expressly refrains from any practice of automatically debiting or invoicing the Supplier for amounts that have not been expressly recognised by it as due under its responsibility. Any automatic debit constitutes an unpaid amount giving rise to the application of the above provisions on to late payment and may incur the Purchaser's liability under Article L442-1 of the French Commercial Code. The fact that the Supplier avails itself of one and/or other of these provisions does not deprive it of the right to implement the retention of title clause.

### 8. DELIVERY

8.1 Variability of the quantities of parts per box: the Purchaser acknowledges that the quantity of parts per box may vary within the following limits: part less than 5g: -5% to +5%, part from 5g to 10g: -2.5% to +2.5%, part more than 10g: +1%.

8.2 Packaging. The Products are delivered in standard inner and outer packaging. For orders for Products that do not meet the Supplier's standard specifications, it is the Purchaser's responsibility to provide the Supplier with all necessary information and specifications to enable the Supplier to ensure their supply. The Purchaser shall bear all damaging consequences of any errors or omissions in the information or specifications thus provided. Non-returnable packaging is not taken back by the Supplier. The packaging complies with the environmental regulations applicable according to the destination of the Products. The Purchaser undertakes to dispose of the packaging in accordance with local environmental legislation.

8.3 Deadlines. For Customised Products, the standard delivery time for pre-series is 10 weeks and for series-production parts 12 weeks from the date of order. In the event of delay in delivery in relation to the deadlines agreed between the Parties: if special agreements stipulate penalties, these may in no case exceed 0.5% for each full week of delay, with a maximum cumulative value of 5% of the ex-works value of the Products delivered late. (ARTEMA GENERAL TERMS AND CONDITIONS OF SALE). These penalties are in the nature of damages, lump sum, in full discharge and exclusive of any other sanction or compensation. In the event of a delay of more than 3 months, the Purchaser may request the cancellation of the sale. The Supplier shall be automatically released from any commitment relating to delivery times if the payment terms have not been observed by the Purchaser or in the event of Force Majeure as defined below.

8.4 Delivery calls / delivery schedule - Manual and EDI sending: the Purchaser undertakes to provide the Supplier with the most reliable and firm forecast of calls possible over a minimum period of 14 weeks. The variation allowed between the initial call and the delivery date is +/- 20%. Changes to firm delivery schedules require the prior written consent of the Supplier.

8.5 The Supplier shall not be held liable in the event of non-receipt of the schedules. Similarly, the Purchaser is responsible for the accuracy of the information sent, in particular by EDI. If these data are incorrect, the Supplier shall not be held liable in the event of non-delivery, late or early delivery, or incorrect quantities.

### 9. EXPORT AND IMPORT CONTROLS

The Purchaser shall be responsible for all rules governing the export of parts incorporated in its Products and may not invoke a case of Force Majeure or any other exemption in the event of an import ban on said equipment or its components. The Purchaser is required to inform the Supplier in advance of the existence of such regulations when they are applicable to its Products or services and when they include obligations towards it.

The Supplier shall not be liable for delays and other consequences due to the application of said regulations. Contractual deadlines are extended by the time required to obtain approvals. In any event, the invoice must be paid in accordance with the terms defined by these general terms and conditions of sale or by the special conditions.

### 10. COMPLAINTS - RETURNS

The Purchaser must, at its own expense and under its own responsibility, check or have checked that the Products comply with the terms of the order. Any complaint must be made in writing within 48 hours of receipt of the goods in order to be admissible.

No returns will be accepted without the prior written consent of the Supplier, and on the express condition that the goods are in the condition in which they were delivered, unused, unprocessed, and in their original packaging. Under no circumstances will Products that have been specially manufactured be taken back or exchanged.

The return postage is at the Purchaser's expense. A minimum contribution of 20% of the sale price of the returned items will remain the responsibility of the Purchaser. In the event of a dispute, the Purchaser must pay the invoice for the uncontested amount on the normal due date of the invoice.

### 11. RETENTION OF OWNERSHIP - TRANSFER OF RISK

**WITH REGARD TO RETENTION OF OWNERSHIP, THE PURCHASER ACCEPTS THAT THE PRODUCTS REMAIN THE SUPPLIER'S PROPERTY UNTIL FULL PAYMENT OF THEIR PRICE, NOTWITHSTANDING THE ACCEPTANCE OF ANY COMMERCIAL INSTRUMENT, PAYMENT BEING CONSIDERED TO HAVE BEEN MADE ONLY ON THE EFFECTIVE COLLECTION DATE OF THE CORRESPONDING PAYMENT INSTRUMENT. FAILURE TO PAY ANY OF THE DUE INSTALLMENTS MAY RESULT IN THE PRODUCTS DELIVERED BEING RECLAIMED. FOR THESE REASONS, THE PURCHASER IS PROHIBITED FROM DISPOSING OF THE PRODUCTS IN ANY WAY WHATSOEVER. IN THE MEANTIME, THE PRODUCTS MUST BE KEPT SO THEY ARE INDIVIDUALLY IDENTIFIABLE IN THE PURCHASER'S WAREHOUSES OR WORKSHOPS.**

All risks relating to the Products, including those of loss or destruction, are transferred to the Purchaser at the time of handover by the Supplier of the Products to the carrier or their collection by the Purchaser. The Purchaser 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.

### 12. FORCE MAJEURE

12.1 Neither Party shall be liable for any delay in fulfilment or failure to fulfil any of its obligations hereunder provided that such delayed or non-fulfilment results from events or circumstances beyond the control of the defaulting Party, for example:

- the occurrence of a natural disaster;
- sanitary crisis;
- a war;
- a riot;
- a labour dispute;
- measures of any kind implemented by a governmental or intergovernmental authority.

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 shall endeavour to mitigate the effect of an event of Force Majeure on the fulfilment of its obligations. The suspension of obligations may under no circumstances be a cause of liability for failure to perform the obligation in question, nor induce the payment of damages or penalties for late payment.

### 13. NON-PERFORMANCE - TERMINATION

13.1 The Party which is the victim of non-performance may, in the event of a sufficiently serious breach of any of the obligations incumbent on the other Party, notify the defaulting Party by registered letter with acknowledgement of receipt, of the termination of the present agreement, 90 days after the sending of a formal notice to comply, producing no result, pursuant to Article 1224 of the Civil Code.

13.2 Enforcement. By way of derogation from the provisions of Article 1221 of the Civil Code, the Parties agree that in the event of failure by either Party to fulfil its obligations, the Party, which is the victim of the failure, may not request its specific performance. By express derogation from the provisions of Article 1222 of the Civil

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Code, in the event of failure by either Party to fulfil its obligations, the Party which is the victim of the failure may not itself have the obligation fulfilled by a third party at the expense of the defaulting Party. The Party which is the victim of the default may, in the event of non-fulfilment of any of the obligations incumbent on the other Party, request termination of the agreement in accordance with the procedures defined in this article.

13.3 It is expressly agreed between the Parties that the debtor of an obligation to pay under this agreement shall be validly deemed in default by the sole enforceability of the obligation, in accordance with the provisions of Article 1344 of the Civil Code.

13.4 In addition, in the event that the Purchaser wishes to terminate the Order for its convenience, i.e. excluding any failure attributable to the Supplier, the Purchaser shall officially inform the Supplier of its intention to terminate the Order, said termination becoming effective six (6) months after receipt by the Supplier of the notification. Within three months of the effective date of termination of the Order, the Purchaser undertakes to reimburse the Supplier, on the basis of the information and supporting documents provided by the Supplier, for the following items:

- The operating stock and work in progress,
- The buffer stock of finished products if available,
- Raw materials - up to 3 months of stock,
- Components and sub-assemblies manufactured or purchased specially by the Supplier in the context of the implementation of the order,
- Costs and investments incurred by the Supplier in connection with the implementation of the order, and not amortised at the effective date of termination of the order,
- Complaints from HellermannTyton suppliers.

In any event, any advance payments already made shall remain the property of the Supplier.

### 14. QUALITY

Concerning Standard Products:

The products are designed and manufactured in accordance with the standards and regulations applicable in the country of manufacture. The Supplier has obtained numerous approvals as set out in the product catalogue and on the Supplier's website.

Concerning Customised Products:

The products are designed and manufactured in accordance with the standards and regulations applicable in the country of manufacture and those expressly referred to in the specifications. For countries applying regulations other than those in force in the European Union and the United States of America, the Purchaser must first provide a list of these countries and the content of the applicable regulations.

The Supplier's technical commitments on the series production products delivered to the Purchaser are limited to the reference quality file. Which is composed, unless otherwise agreed by the Parties, exclusively of the following elements:

- initial sample parts,
- inspection reports for the initial samples,
- the list of deviations from the definition proposed by the Purchaser.

The format used to provide the above information is defined by the Supplier.

Any delivery of Products, new or modified, is subject to the written acceptance of the reference quality file by the Purchaser. Failing this, any placing of an order or series-production delivery call constitutes acceptance by the Purchaser of the reference quality file.

The monitoring of the characteristics of the Product and the process is determined by the Supplier in agreement with the Purchaser. The level of monitoring depends on the production process deployed by the Supplier and cannot be unilaterally imposed by the Purchaser. For the automotive sector, the Supplier refers to the Quality Agreement for Fastening Products - Artema - D2017044367.

The Supplier shall set up an identification system for labels to ensure the traceability of the components used in the manufacture of its products. The Purchaser must implement systems to ensure that the traceability chain is not broken.

### 15. WARRANTY

15.1 Contractual guarantee

a) Defects and materials concerned. The guarantee consists for the Supplier in correcting any malfunction resulting from a defect in design, materials or manufacturing (including assembly if this operation is entrusted to Supplier), within the limits of the following provisions. The warranty covers only parts marketed by the Supplier.

(b) Duration and starting point. A warranty period is defined for each product. This information is provided upon request of the Purchaser. Unless otherwise agreed, the warranty applies only to defects that have occurred during the warranty period. The warranty period runs from the date of delivery to the Purchaser.

c) Obligations of the Purchaser. The Purchaser must, at his own expense and under his own responsibility, check or have checked the conformity of the Products with the terms of the order.

In order to be able to invoke the guarantee, the Purchaser must notify the Supplier, in writing and at the latest within 48 hours of their occurrence, of the defects that he attributes to the part, provide all justifications as to their reality (such as the photo of the product identifying the suspected defect in relation to the compliant product, traceability elements, conditions of use, samples, etc.), and give him every facility to proceed to the detection of these defects and to remedy them.

(d) Methods of exercise. The exercise of the warranty consists exclusively in the supply to replace parts recognized as defective by the Supplier, or, at its choice, in their repair in its workshops. It reserves the right to modify the materials if necessary, in order to meet its obligations. The Purchaser must give the Supplier every facility to detect

and remedy these defects. For any non-compliance for which the Supplier is proven responsible, the Supplier may assume, at its discretion, after prior written consent, some of the following costs:

- the cost of products to replace non-conform products,
- the transport cost for return of non-conform products,
- the cost of sorting operations carried out by the Purchaser and/or other service providers selected by the Purchaser, on batches likely to contain non-conform products and identified as such according to the traceability information defined and communicated by the Supplier.

As such, it is understood that the actual hourly cost, the estimated number of hours required and the sorting methods, including the means and acceptance criteria implemented, will be subject to prior agreement between the Parties. In any event, all other costs, expenses, losses, etc. such as administrative processing of non-conformities, productivity losses, losses relating to assembled products, handling costs, specific sorting equipment shall under no circumstances be paid by the Supplier.

Where, after carrying out an expertise or operation to sort or replace parts, it appears that the Supplier's liability is not recognised and that the defect found is not attributable to him and does not give rise to a right to claim compensation, the Supplier is entitled to claim compensation for all costs incurred, including personnel, transport, sorting, and replacement or repair of parts.

### 15.2 Automotive product warranty

With regard to the Automotive sector, the Supplier refers to the professional practices of manufacturers and fastener suppliers with regard to extra-legal guarantees in the automotive sector, filed by Artema with the Bureau des expertises et des Usages professionnels du Tribunal de Commerce de Paris under number D2019039695, on 19 April 2019.

### 15.3. Warranty Exclusions

The contractual guarantee is excluded:

- for wear parts,
- in the event of intervention, repair or retouching by the Purchaser or a third party without the prior agreement of the Supplier,
- in the event of use of the equipment unsuitable for its use, in the event of abnormal or atypical use or non-conformity with the normal purpose of the equipment or with the technical characteristics prescribed by the Supplier or in the event of storage not in accordance with the Supplier's requirements as stipulated in its catalogue,
- in case of negligence, lack of supervision, lack of maintenance, improper assembly,
- in the event of the Purchaser's non-payment, the Purchaser may not use the refusal of the guarantee to suspend or defer its payments.

### 16. LIABILITY

16.1 Definition. The Supplier's liability is strictly limited to the compliance, by itself or its subcontractors, with the contractual specifications expressly agreed. The Supplier must carry out the equipment or service requested by the Purchaser, in accordance with the best practices of his profession. The Purchaser is responsible for the use of the Product under normal foreseeable conditions of use and in accordance with the safety and environmental legislation in force at the place of use of the Final Product. The Purchaser will always undertake layout, compatibility and assembly studies. The operating characteristics of an assembly are under its responsibility. In the event that the Supplier has agreed to carry out certain layout, compatibility or assembly studies, its liability may only be incurred in the event of gross negligence on its part in non-compliance with the rules of the art. The Supplier shall not be liable for the quality of the pre-series that may be found in a package made commercially available by the Purchaser.

16.2 Limitations. The Supplier's civil liability, all causes combined (guarantee, contractual fault, tort) with the exception of personal injury and gross negligence, is limited to an amount capped at the selling price of the lot to which the non-conforming part belongs.

The Supplier shall not be required to repair any harmful consequences of the Purchaser's or third parties' faults in the performance of the contract, or any damage resulting from the Purchaser's use of technical documents, information or data issued by the Purchaser or imposed by the latter.

Under no circumstances shall the Supplier be liable to compensate for direct and/or indirect immaterial damages (such as loss of business, profit, loss of opportunity, commercial prejudice, loss of profit, loss of profit, etc.) whether such damages came from or result from a contractual breach, warranty, tort (including negligence), strict liability or otherwise, and even if the contract does not achieve its essential purpose. In the event that penalties and compensation provided for have been mutually agreed, they shall have the value of lump-sum compensation, in full discharge and shall be exclusive of any other sanction or compensation.

16.3 Implementation. The Supplier's liability may only be incurred if the Purchaser has previously demonstrated the existence of the damage, the existence of a fault of the Supplier and the fact that this damage was caused by this fault, these elements can only be established, in the absence of a court decision having the force of law, by a previously negotiated and agreed transaction, in accordance 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.

16.4 Waiver of recourse. The Purchaser waives its right of recourse and guarantees the waiver of recourse by its insurers and third parties in contractual relationship with it, against the Supplier or its insurers, beyond the limits and exclusions determined in these general conditions.

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### 17. CONFIDENTIALITY

In the framework of preparation and fulfilment of the order, the Parties will have access to confidential information; therefore, they mutually undertake to respect a general obligation of confidentiality with regard to the information exchanged. In the event of the signature of a confidentiality agreement, it must necessarily provide for reciprocal commitments on the part of the Parties.

### 18. INTELLECTUAL AND INDUSTRIAL PROPERTY

Unless expressly agreed otherwise in writing, the Supplier shall not transfer to the Purchaser any ownership rights in any patents, copyrights, trademarks, technologies, plans, specifications, drawings or any other intellectual property relating to the Products and/or services. In the event of a license agreement, the rights granted are non-exclusive, non-sub-licensable, non-transferable and limited to the agreed use only.

The plans, diagrams, specifications, technical and commercial nomenclatures, recommendation documents, test results, industrial catalogues, brochures, notices, patents, models and drawings communicated to the Purchaser remain the property of the Supplier. They are communicated as a loan for use, the purpose of which is to evaluate and discuss the commercial offer. These documents must be returned to the Supplier at first request or at the end of the Agreement.

The execution of the order does not entail the transfer to the Purchaser of the intellectual property rights to said documents and the rights attached to them. As a result, the Purchaser may not disclose or dispose of them without a specific agreement on such matters.

If studies carried out at the request of the Purchaser, or on the basis of documents provided to the latter, are not followed by an order, the costs incurred will be invoiced and the documents must be returned.

Any clause of the Purchaser stipulating the automatic assignment of rights to the Purchaser solely as a result of a commercial relationship shall be deemed to be unwritten. The Purchaser shall refrain from using, for the execution of the order, intellectual property rights belonging to a third party without the prior written authorisation of said third party. Any fees or charges that may be due for such use shall be the sole responsibility of the Purchaser. Consequently, the Purchaser indemnifies the Supplier against any claim, dispute or action brought by third parties, in any location whatsoever, based on infringement of intellectual property rights, unfair competition or any similar action relating to the Supplier's use of intellectual property rights.

All documents, information, texts, graphics, images, photographs or any other content published on the hellermanntyton.fr website are the exclusive property of the Supplier.

### 19. SPECIAL TOOLING

**Contributions.** The costs incurred by the Supplier for the design, creation and manufacture of tooling may be the subject of a financial contribution from the Purchaser. The payment can be amortised on the price of the part. In this case, if production is stopped prematurely and/or if the quantified volumes are not reached, the Supplier reserves the right to invoice the Purchaser for the non-amortised portion of the mould. The tooling, being designed by the Supplier and adapted to its methods and equipment, remain its property and remain in its workshops. The Purchaser's participation in the tooling costs confers exclusively the right for use of the tooling in the Supplier's workshops. It shall in no case entail the transfer of any material or intellectual property rights or know-how.

**Tooling wear and tear:** Tooling has a lifetime that is determined according to the number of parts to be produced. If the tooling is used and/or the number of parts to be produced exceeded, the Supplier may increase the price of the Products to amortise the cost of new tooling, 3 months after written notification from the Purchaser.

**Destruction.** The Supplier shall be entitled to destroy or dispose of the tooling if it remains more than two years without receiving a new order of sufficient size to justify its use. In this case, the Supplier shall notify the Purchaser by registered letter with acknowledgement of receipt. In the absence of a response from the Purchaser and agreement between the Parties on the conditions for any extension of the deadline, the Supplier will dispose of the tooling 3 months after receipt by the Purchaser of the registered letter with acknowledgement of receipt serving as notification.

### 20. SPARE PARTS

During series production, the price of spare parts will be the series production price plus additional costs justified by specific constraints notably in terms of handling, storage or logistics. The price of spare parts to be delivered after the end of the series production shall be negotiated between the Parties no later than 3 months before the end of series production, taking into account the additional costs to cover the production of batches on a non-continuous basis as well as specific packaging and logistics constraints. The production of spare parts will be ensured for a period of 10 years after the end of series production.

### 21. DOCUMENTATION

All documents and/or revisions of documents referred to by the Purchaser of the CSR - Customer Specific Requirement - type, must be sent to the Supplier by email. These documents covering many subjects are analysed by the departments concerned and are only applied with the Supplier's written consent.

### 22. TESTIMONIALS

The Supplier may refer to the name of the Purchaser for the promotion of its Products. Thus, the Purchaser agrees that the Supplier may refer to its name, corporate

name, logo or registered trademark of the Purchaser on any media including all websites worldwide. However, the Purchaser may inform the Supplier by any written means and at any time of its refusal and/or request, if necessary, the removal of the above-mentioned references.

### 23. MISCELLANEOUS PROVISIONS

The fact that the Supplier does not at any given time invoke any of the clauses of the general terms and conditions shall not be construed as a waiver of its right to invoke them at a later date.

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

### 24. CONVENTION OF PROOF

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 Civil Code, i.e. as having the same value as that given to the original. The Parties agree to keep faxes or writings in such a way that they can constitute reliable copies within the meaning of Article 1379 of the Civil Code.

### 25. APPLICABLE LAW - JURISDICTION

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

**THEY ARE WRITTEN IN FRENCH. IN THE EVENT THAT THEY ARE TRANSLATED INTO ONE OR MORE LANGUAGES, THE FRENCH TEXT ALONE SHALL PREVAIL IN THE EVENT OF A DISPUTE.**

**IN THE EVENT OF A DISPUTE, AN AMICABLE SOLUTION WILL BE SOUGHT BEFORE ANY LEGAL ACTION IS TAKEN.**

**IN THE ABSENCE OF AN AMICABLE AGREEMENT, THE VERSAILLES COURT OF FIRST INSTANCE SHALL BE THE COMPETENT COURT TO HEAR THE DISPUTE, IN PARTICULAR IN THE EVENT OF A JOINDER OF THIRD PARTIES AS GUARANTORS OR MULTIPLE DEFENDANTS.**