

GENERAL TERMS AND CONDITIONS OF SALE - LABARONNE-CITAF

1. APPLICATION – ENFORCEABILITY

These General Terms and Conditions of Sale (GTCS) are systematically provided or made available to each buyer to enable them to place an order. Consequently, the act of placing an order implies the buyer's full and unconditional adherence to these General Terms and Conditions of Sale, to the exclusion of any other document, such as brochures or catalogues issued by the seller, which are for information purposes only and may be modified without prior notice. Any opposing condition put forward by the buyer, in particular those arising from their own general purchasing conditions, shall therefore, in the absence of express acceptance, be unenforceable against the seller, regardless of when they may have been brought to the seller's attention. The fact that the seller does not invoke, at a given time, any provision of these General Terms and Conditions of Sale shall not be construed as a waiver of the right to invoke such provision at a later date.

2. INTELLECTUAL AND INDUSTRIAL PROPERTY

All technical documents, photographs, studies, sizing calculations and, in general, any materials delivered to the buyer in connection with the product sold shall remain the exclusive property of LABARONNE-CITAF, the sole holder of the intellectual property rights over said documents, and must be returned upon request. The buyer undertakes not to make any use of these documents that could infringe the industrial or intellectual property rights of LABARONNE-CITAF, and further undertakes not to disclose or communicate them to any third party under any circumstances.

3. ORDERS

3.1 - Validity

Orders or validated offers bearing the notation "Approved" and the buyer's signature shall only become final once they have been expressly confirmed in writing by the seller. It is the buyer's responsibility to verify the accuracy of the order confirmation and to immediately notify any error. The buyer must confirm and sign each order for the seller to be legally bound. Until such confirmation is received, the seller shall have no obligations under the order. Any rights arising from the order are personal to the buyer and may not be assigned or transferred without the prior written consent of the seller.

3.2 - Order modification

Accepted offers (bearing the notation "Approved" and signed by the buyer) and transmitted to the seller are irrevocable for the buyer once an order confirmation has been issued and sent, except with the seller's written acceptance of a modification request. Such acceptance is subject to the buyer's agreement on the consequences of such modification (price, delivery, etc.). In the event of a modification of the order by the buyer that is accepted by the seller, the latter shall be released from the agreed delivery deadlines for its execution.

3.3 - Order cancellation

Accepted offers (bearing the notation "Approved" and signed by the buyer) and transmitted to the seller are irrevocable for the buyer from the moment an order confirmation has been issued and sent, except with the seller's written acceptance of the cancellation request submitted by the buyer. Under no circumstances shall advance payments be refunded.

4. DELIVERY

4.1 - Terms

Delivery shall be made either by direct handover of the product to the buyer, by simple notice of availability, or by delivery to a courier or carrier at the seller's premises or warehouses. The buyer undertakes to collect the goods within fifteen (15) days following the notice of availability. After this period, the seller may consider the order to have been cancelled and the sale unilaterally rescinded by the buyer, with the seller retaining any advance payment that may have been made

4.2 - Delivery time

Deliveries shall be made solely based on product availability and in the order in which orders are

received. The seller is authorized to make deliveries in full or in part. Delivery times are indicated as accurately as possible but depend on the seller's supply and transport capabilities. Delivery delays shall not give rise to any penalties, compensation, or retention, nor shall they justify the cancellation of ongoing orders. The seller undertakes to make best efforts to meet the delivery times indicated at order acceptance provided that the buyer has submitted all requested documents and paid the agreed advance payment within the stipulated deadlines. The seller shall use reasonable efforts to fulfill the order except in cases of force majeure or circumstances beyond the seller's control, such as strikes, frost, fire, storms, floods, epidemics, or supply difficulties, without this list being exhaustive.

However, if after two months from the confirmed delivery date the product has not been delivered for reasons other than force majeure or delays attributable to the buyer, the sale may then be rescinded at the initiative of either party in accordance with Article 14 of these General Terms and Conditions; the buyer may obtain a refund of any advance payment, excluding any other compensation or damages. Force majeure events, relieving the seller from its delivery obligation, shall include, without limitation: war, riot, fire, strikes, accidents, transport interruptions, or impossibility of supply. The seller shall inform the buyer, in a timely manner, of the occurrence of any of the above-mentioned events. In any case, delivery within the indicated period can only occur if the buyer has fulfilled its obligations towards the seller, regardless of the reason. Under no circumstances shall the seller be liable for delivery delays attributable to its suppliers.

4.3 – Transfer of Ownership and Risk

4.3.1 The transfer of ownership of the Products to the buyer shall take place only after full payment of the price by the latter, regardless of the delivery date of such Products.

4.3.2 The Products shall be delivered to the agreed location; in any case, they travel at the buyer's risk. In the event of delivery to a carrier, the buyer acknowledges that it is the carrier's responsibility to effect delivery, and the seller shall be deemed to have fulfilled its delivery obligation once the ordered Products have been handed over to the carrier, who has accepted them without reservation. Consequently, the buyer shall have no recourse against the seller for failure to deliver the ordered Products or for any damage occurring during transport or unloading.

If the buyer notices missing items, defects, or damage upon delivery, its duly authorized representative must record the reservations on the transport document and, in accordance with Article L. 133-3 of the French Commercial Code, notify both the carrier and the seller within three (3) business days, excluding public holidays, by registered letter with acknowledgment of receipt containing justified claims.

The buyer undertakes to insure the Products from the moment the risk passes to it, in accordance with the above.

5. RECEIPT

Except in the case of non-delivery of the ordered Products or damage occurring during transport or unloading (see Article 4.3.2), any claim or reservation regarding apparent non-conformities or discrepancies relating to the characteristics, quantity, or quality of the Products must be submitted in writing within eight (8) days from the receipt of the Product(s). After this period, no claims shall be accepted, regardless of any breach by the seller. The buyer shall pay the full price of the Products. It is the buyer's responsibility to prove the existence of the identified non-conformities. Furthermore, the buyer must provide the seller with all necessary facilities to verify and remedy such non-conformities, refraining from taking any action personally or involving a third party for that purpose.

6. RETURNS

6.1 - Terms

Any return of Products requires a formal and written agreement between the seller and the buyer. Any Product returned without such agreement will be refused and will not give rise to the issuance of a credit note. The costs and

risks of return shall always be borne by the buyer. No return shall be accepted after eight (8) days from the delivery date. Returned goods must be accompanied by a return slip issued by the seller, which must be affixed to the package, and the goods must be returned in the condition in which they were delivered by the seller.

6.2 - Consequences

In the event of an apparent defect or non-conformity of the delivered Products, duly demonstrated by the buyer and verified and approved by the seller in accordance with the conditions set out above, the buyer may obtain either a free replacement or a refund of the Products at the seller's discretion, excluding any other compensation or damages.

7. WARRANTY

7.1 - Scope

The Products are guaranteed against any hidden defect arising from a material, design, or manufacturing fault that affects the delivered Products and renders them unfit for use, for a period of one (1) year (unless expressly stated otherwise in the contract) from the date of issuance of the invoice by the seller. Any interventions carried out under the warranty shall not extend its duration.

Submission of the paid invoice will be strictly required for any warranty claim. Under this warranty, the seller's sole obligation shall be, at its exclusive discretion, either the free replacement or repair of the Product or the component recognized as defective by its services.

To benefit from the warranty, all Products must first be submitted to the seller's after-sales service, which must confirm the defectiveness of the Product. The seller's express written consent is required for any replacement or repair. Any shipping costs shall be borne exclusively by the buyer.

7.2 - Exclusions

The warranty does not cover superficial imperfections of the material (color variations, air bubbles, etc.) that may be covered by an additional welded part, nor defects and deterioration caused by normal wear and tear or by an external accident (improper maintenance, abnormal use, failure to comply with the installation and usage conditions prescribed by the seller, damage caused by movement of the tank), as well as any modification of the Product not provided for or specified by the seller.

It also does not apply in the event of damage or accident resulting from impact, drop, negligence, lack of supervision, or improper maintenance.

7.3 - Limitation of liability

In the event that the seller's liability is engaged due to the Products sold, regardless of the cause or nature of the damage, the amount of compensation that may be payable is expressly limited to the invoiced value of the Product, excluding VAT. The seller shall not be held liable for any immaterial, indirect, incidental, or consequential damages suffered by the Buyer or any third party, including, without limitation, commercial or financial loss, loss of business, loss of profit, or loss of clientele. It is specified that the loss of liquid contained in a tank does not constitute compensable damage.

8. PRICE

The Products are supplied at the price in effect on the date the order is placed and, where applicable, according to the specific commercial proposal sent to the Buyer. These prices are firm and not subject to revision. Prices are understood to be net, ex-works, excluding taxes, based on the rates communicated to the Buyer, with packaging charged separately. Any tax, duty, fee, or other charge payable under French law or the law of an importing or transit country shall be borne by the Buyer. Unless otherwise agreed in writing by the Seller, transportation and handling costs shall always be borne by the Buyer, as well as any applicable customs duties and insurance.

GENERAL TERMS AND CONDITIONS OF SALE - LABARONNE-CITAF

9. INVOICING

Every purchase of goods shall be invoiced in accordance with the provisions of Article L.441-9 of the French Commercial Code.

10. PAYMENT

10.1 – Terms and Methods

Unless otherwise agreed, payments shall be made within 30 days end of month. For the purpose of this payment term, the parties agree to calculate the 30 days as follows: invoice issuance date plus 30 days, with the payment deadline being the end of the calendar month during which these 30 days expire. The only payment method accepted by the Seller is bank transfer, to the exclusion of any other means of payment. Payments made by the Buyer shall not be considered deemed final until the Seller has effectively received the amounts due. The Seller's bank details shall be communicated to the Buyer at the latest upon issuance of the invoice. The Buyer is required to verify the provided bank details, and in the event of a cyberattack affecting the Seller, the Seller shall not be held liable, and the payment must be made again by the Buyer.

The Seller shall not grant any discount for early payment.

10.2 - Delay or default

In the event of late payment, the Seller may suspend the performance of its own obligations, without prejudice to any other available remedies. Any amount not paid by the due date indicated on the invoice shall automatically accrue late payment interest at a rate equal to three times the statutory interest rate, calculated on the total invoice amount including taxes. Such penalties shall be due by operation of law. In addition to the aforementioned penalties, any delay in payment shall also give rise, by operation of law, to the payment by the Buyer of a fixed indemnity of €40 to cover collection costs.

The amount of such late payment interest shall, by operation of law, be offset against any discount, rebate, or reduction owed by the Seller. Unless otherwise expressly agreed in writing by the Seller, and provided that the mutual debts and credits are certain, liquid, and due, no set-off shall be validly made between any penalties for late delivery or non-conformity of the products ordered by the Buyer, on the one hand, and the amounts due by the Buyer to the Seller for the purchase of said products, on the other hand.

In the event of default of payment, and in accordance with the provisions of Article 14 of these General Terms and Conditions, the sale may be terminated. Any deposit paid by the Buyer shall remain the property of the Seller as a lump-sum indemnity, without prejudice to any other action the Seller may take against the Buyer. The Seller reserves, until full payment of the price by the Buyer, a proprietary right over the products sold, allowing the Seller to recover possession of such products. In the case of installment payments, non-payment of a single installment shall render the entire debt immediately due, without prior notice. Additional compensation may be claimed, if justified, where collection costs incurred exceed the lump-sum indemnity. Under no circumstances may payments be suspended or set off without the Seller's prior written consent. Any partial payment shall be applied first to the oldest outstanding amounts.

10.3 – Guarantees or Payment Requirements

The Seller reserves the right, at any time and depending on the risks involved, to set a maximum credit limit for each Buyer and/or to require certain guarantees. This shall be particularly applicable if any modification, transfer, lease with management option, pledge, or contribution of the Buyer's business has an adverse effect on the Buyer's creditworthiness.

11. RESERVATION OF TITLE

The products are sold under retention of title. The seller retains ownership of the products until full and effective payment of the price by the buyer. In the event of non-payment when due, the seller may reclaim the products, which must be returned immediately, and terminate the sale, as specified above.

until full payment of the price, the buyer undertakes, under penalty of immediate reclamation of the products by the seller, not to process or incorporate the products, nor to sell or pledge them.

12. PACKAGING

Packaging, where applicable, shall be charged and will not be returned. Packaging bearing the seller's trademark may only be used for the seller's products and must not be used under any circumstances for third-party products. Any breach of this rule may give rise to criminal actions and the payment of compensation for damages.

13. FORCE MAJEURE

The Parties shall not be held liable if the non-performance or delay in the performance of any of their obligations under these terms and conditions is due to a case of force majeure within the meaning of Article 1218 of the Civil Code, or to exceptional health or weather hazards beyond the control of the Parties, such as, for example, the spread of a virus classified by the authorities as phase 3 of an epidemic or an equivalent situation. The Party experiencing the event shall promptly notify the other Party of its inability to perform and provide justification. Suspension of obligations shall in no case be deemed a breach of the obligation in question, nor give rise to any compensation or penalties for delay. Performance of the obligation shall be suspended for the entire duration of the force majeure event if it is temporary. Once the cause of the suspension has ceased, the Parties shall make all reasonable efforts to resume normal performance of their contractual obligations as soon as possible. To this end, the affected Party shall inform the other Party of the resumption of its obligation by registered letter with acknowledgment of receipt or by any other extrajudicial act.

14. TERMINATION OF THE CONTRACT FOR BREACH OF OBLIGATIONS BY A PARTY

In the event of a breach by either Party of the following obligations, in particular:

- The Buyer's failure to comply with the payment terms and conditions (terms and deadlines) set out in Article 10 of this General Terms and Conditions;
- The Seller's delivery delay exceeding two months, except for the exceptions and exclusions provided in Article 4.2 of these General Terms and Conditions,

the Agreement may be terminated at the discretion of the aggrieved Party.

It is expressly understood that such termination for breach shall occur automatically fifteen (15) days after the sending of a notice to perform, which has remained wholly or partially without effect. The notice may be sent by registered letter with acknowledgment of receipt or by any other extrajudicial act. The notice must specify the intention to invoke this clause. In any case, the aggrieved Party may seek damages in court. By express derogation from the provisions of Article 1222 of the French Civil Code, in the event of a breach by either Party of its obligations, the

aggrieved Party may not have the obligation performed by a third party at the expense of the defaulting Party. However, the creditor of the obligation may request through the courts that the defaulting Party advance the sums necessary for such performance. In the event of non-performance of any obligation by the other Party, the aggrieved Party may request termination of the contract in accordance with the procedures set forth in this article.

15. PERSONAL DATA

Personal data collected from buyers is processed electronically by the seller. It is recorded in the seller's Customer database and is essential for the processing of orders. This information and personal data is also retained for security purposes and to comply with legal and regulatory obligations. It will be kept for as long as necessary for the execution of orders and any applicable warranties. The data controller is the seller. Access to personal data is strictly limited to employees of the data controller authorized to process it as part of their duties. Collected information may be disclosed to third parties contracted by the company for the performance of outsourced tasks, without requiring the buyer's consent. In the course of providing their services, such third parties have limited access to the data and are obliged to use it in accordance with applicable data protection laws. Outside of the cases described above, the seller undertakes not to sell, rent, transfer, or provide access to third parties to the data without the buyer's prior consent, unless required to do so for a legitimate reason. If data is to be transferred outside the EU, the Buyer will be informed and the safeguards put in place to protect the data (e.g., external provider adherence to the Privacy Shield, adoption of CNIL-approved standard contractual clauses, adoption of a code of conduct, obtaining CNIL certification, etc.) will be specified. In accordance with applicable regulations, the buyer has the right to access, rectify, erase, and port their data, as well as the right to object to its processing for legitimate reasons. These rights can be exercised by contacting the data controller at the company's postal address or by email at: contact@citaf.eu. In case of a complaint, the buyer may file a complaint with the French Data Protection Authority (Commission Nationale de l'Informatique et des Libertés – CNIL).

16. DISPUTES – APPLICABLE LAW

the courts of vienne (isère), france shall have exclusive jurisdiction in the event of any dispute or claim of any kind relating to the formation, execution, validity, interpretation, or termination of the order, as well as its consequences and effects, unless the seller chooses to bring the case before any other competent jurisdiction under general law.

this clause shall apply even in cases of interim measures, incidental claims, multiple defendants, or third-party claims, and regardless of the method or terms of payment, without prejudice to any jurisdiction clauses that may appear in the buyer's documents, which shall not prevent the application of this clause.

Any matter relating to the general terms and conditions of sale, as well as the sales governed thereby, which is not expressly addressed in these contractual provisions, shall be governed by French law (regardless of the place of order, delivery, or payment), to the exclusion of any other law.