

GENERAL CONDITIONS OF SALE

I –GENERAL PROVISIONS

These general conditions of sale are handed over by Tarifold to any customer or person acting in a professional capacity to enable them to place orders.

These provisions cancel and replace all the previous conditions and shall prevail over any other document previously issued.

The orders made by our customers, as well as their acceptance of any product, shall imply their adherence without reservation to the Tarifold general conditions of sales. They form the basis of trade negotiations

Any derogation from these conditions, unless the customer conditions are accepted on an exceptional basis, must be the subject of written agreement by Tarifold, in the absence of which they shall be deemed to be exclusively applicable.

The customer is responsible for providing to Tarifold any relevant information needed related to the order.

The customer is the only responsible for the fitting of technical characteristics of ordered products to his specific needs.

II - PURPOSE OF THE DELIVERY

Products are available in Tarifold's catalogue and website.

Tarifold reserves the right, at any time, to make any amendment to the presentation or design of its products that it deems fit, with no obligation to amend ordered goods that are in the course of execution.

It also reserves the right to amend without prior notice the products defined in its prospectuses and catalogues.

III – FORMATION OF THE AGREEMENT

Tarifold offers are only valid for three months. The orders are only definitively accepted when they have been confirmed in writing by Tarifold and, where relevant, after payment of the agreed deposit. Acceptance may, nevertheless, result from dispatch of the goods.

An order that has become definitive may not be cancelled, failing which the full price of the goods shall be invoiced to the customer and shall be immediately payable.

Tarifold reserves the right, nevertheless, in the event of new customer, deterioration of the customer credit or where it has legitimate reasons to consider that it will be impossible for it to honour the price on the agreed due dates:

- require cash payment on order
- either to cancel a current order, even if it has become definitive,
- or to require a serious guarantee.

Tarifold reserves the right to refuse any abnormal order by informing the customer within the month.

IV – PRICES – PAYMENT

1. Prices.

Price list and fees scale are provided to any prospect or customer to enable them to place orders.

The applicable prices are those in force on the date of the order confirmation.

The amounts are set out in the individual conditions.

Price list can be updated depending on different criteria such as: increase of raw materials costs, supplying costs, manufacturing costs...

Tarifold reserves the right to change the price list with a 2 months notice period.

The prices are drawn up in Euro not including tax and do not include any tax, customs duty or duty of any kind. The invoice is therefore increased by this outlay where appropriate.

2. Order minimum

The minimum order amount is established at 50 € net invoiced not incl. VAT.

Any order for less than 50€ will be processed only after acceptance of fees by the customer.

3. Payment.

Our invoices shall be payable 30 days net from the date of invoice by bank transfer. To any payment previous to the contractual due date, a discount of 0.5 % per month shall be applied. Tarifold reserves the right to amend this rate at any time.

Penalties for delay shall be payable on the day after the payment date that appears on the invoice where the amounts due are paid after this date. The rate of interest of these penalties is fixed at three times the legal French rate of interest until the day of payment.

A fee of 40€ will be payable for the recovery costs. This fee amount may be increased by the actual costs of recovering.

The sums and penalties recovered by Tarifold through litigation shall be increased by a fixed indemnity of 15 % of their amount in addition to interest, in the form of a penalty clause. The legal costs and fees shall be payable by the customer.

V –DELIVERY- COSTS - RISKS

As the delivery periods are indicative only, delays that may arise shall not give rise to any indemnity on the part of Tarifold and shall not be grounds for refusal of goods.

Tarifold reserves the right to proceed to partial deliveries. Any complaint regarding deliveries must be made by grounded registered letter with acknowledgement of receipt to Tarifold. Tarifold will answer within 3 weeks.

The value of the carriage free and the flat fee are defined in special conditions or, failing that, are those of the fees scale.

The goods always travel at the risk and peril of the recipients, even when Tarifold pays the carriage costs upon departure. Regardless of the destination of the goods, the means of transport used, the conditions of sale and delivery, the transfer of risk takes place in our factories or warehouses and notwithstanding sale carriage free.

All operations of transport, unloading, insurance, customs and maintenance shall be at the cost, risk and peril of the customers, who must verify the dispatches upon arrival and institute, where appropriate, any proceedings against the transporter.

VI – ACCEPTANCE OF GOODS – COMPLAINTS - RETURNS

Upon taking delivery of the goods, the customers must ensure that the parcels are in a good condition. Damage or omissions must be the subject of reservations with grounds written on the transporter receipt by the recipient at the time of delivery of the goods and in writings within 3 days after delivery or following consignment note (CMR) or other specific rule.

1. Complaints

To be valid, any complaint whatsoever related to the order must be sent to Tarifold and the products sent back within 3 days excluding public holidays following receipt of the goods or of the invoice.

Customers who have non-compliant or defective goods to return must give notice to Tarifold in advance and await instructions from this latter before dispatching them. Any goods returned without its prior agreement shall be refused.

Under no circumstances shall such returns take place where the goods have undergone a transformation or beginning of transformation, even where the delivery has been made to a third party representative of the customer.

2. Returns

Any return whatsoever must be accepted by Tarifold and carriage fees paid by the customer. The products must be returned in their original packaging and conditions, with original invoice attached. Failing that no warranty can be accepted.

3. Warranty conditions

Excluding any other more favourable provision, and by derogation from product warranty conditions as defined by French Civil Code regarding guarantee of hidden defects and

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compliance, Tarifold, excluding the cases below, guarantees the proper functioning of its products and their material defect as confirmed after review by its internal departments under the following conditions:

- For guarantee of compliance for apparent defects: warranty period is limited to 6 months after products' delivery.
- For hidden defects, warranty is limited to 12 months after products' delivery.
- For commercial warranty on eligible products: warranty period is limited to 10 years after delivery.

4. Warranty implementation

To implement commercial or legal warranty, the customer must send to Tarifold, within the warranty period, a grounded recorded letter with acknowledgement of receipt providing evidences of the defects found at latest 15 days after having discovered the defect, otherwise there will be foreclosure.

In case of non-conformity as accepted by Tarifold in the conditions described above, Tarifold shall choose between replacement or refund of the products.

Warranty is limited to repair, replacement or refund of the products following the decision made by Tarifold, and carriage fees could be supported by Tarifold. Any other compensation related to direct or indirect damages is excluded.

The warranty does not cover damage resulting from fair wear and tear, misuse, negligent handling, lack of reasonable maintenance, handling and care, non-compliance with the assembly or caring instructions.

Tarifold can not be held responsible for product defects resulting from lack or mistake of information about special site's needs, technical or physical specificities, or terms and conditions of use of the products.

VII – RESERVATION OF PROPERTY

The goods sold shall remain the property of Tarifold until full payment of the price. The transfer of ownership of the goods shall be subject to full payment of the price including fees, penalties aso.... Tarifold may, by simple registered letter, require restitution of the goods at the cost of the customer where this latter does not observe one of the payment dates or any part of the general conditions of sales.

It is the responsibility of the customer to keep the goods in a perfect state. Any loss must be notified to Tarifold.

The customer must inform Tarifold (reservee seller) of any bankruptcy proceedings. The customer must not constitute any surety on the goods sold subject to reservation of property.

Resale is allowed if the customer informs his sub-purchaser of the reservation of property and provides Tarifold with the full identity of the sub-purchaser.

VIII – TERMINATION CLAUSE

In the event of failure by the customer to perform any of its obligations, and five days after notice has been served by registered letter with acknowledgement of receipt, and this remains wholly or partially ineffective during this period, the sale agreement shall be terminated legally and without formalities should Tarifold deem fit. The goods must be returned without delay to Tarifold, which may keep purchase amounts already received as compensation for the supplies paid, without prejudice to any action for full compensation for the damage.

IX - LIABILITY

In any event, the liability of Tarifold shall be limited to the amount of the goods in question and shall not cover possible indirect and/or intangible loss.

X – FORCE MAJEURE

Force majeure that shall discharge Tarifold from its obligations or excuse delay in the performance of its obligations, is understood to be any event that cannot be surmounted, in spite of reasonable

diligence by Tarifold such as, although not exhaustively, fire, explosions, attacks, floods, shortage of materials or transport, insufficiency of electrical current or energy, significant accident affecting the production of the manufacturers or subcontractors, *force majeure* of the suppliers/or subcontractors, any delay in the normally foreseeable transport period of more than five days, strike, lock-out, riots, wars, pandemics.

XI - DATA PROTECTION

In application of the regulations relating to the protection of personal data including the provisions of the law n°78-17 of January 6, 1978 relating to data processing, files and freedoms, modified by the law n°2018-493 of June 20, 2018 relating to the protection of personal data, as well as the regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, Tarifold informs the customer that it implements personal data processing. The personal data collected in the context of our relationship is only used for the following purposes, on the legal basis associated with them:

Purpose of processing	Legal basis
Management of customer business activities: management of orders, deliveries, supply of products	Execution of the customer contract
Carrying out commercial and marketing activities	Carrying out Tarifold's legitimate interest
Bookkeeping, invoicing, payments	Compliance with legal obligations

The data collected in the context of these processes are not transferred outside the European Union. In accordance with its commitments, Tarifold, as the data controller, does not sell the personal data of its customers and only communicates it to authorized and determined recipients, namely its internal services or external IT or logistic service providers.

This personal data is only kept for the time necessary for the operations for which it was collected and in compliance with the regulations in force: the data necessary for the commercial relationship is kept for the entire duration of the contractual relationship, plus 5 years. The data necessary for bookkeeping purposes are kept for a period of 10 years.

In accordance with the applicable regulations, the persons concerned have, depending on the processing in question, rights relating to their personal data: right of access, rectification, opposition on legitimate grounds, limitation, deletion or portability.

To exercise these rights, the persons concerned must contact, enclosing a copy of a signed identity document: TARIFOLD SAS - Référént à la protection des données - BP 30021 - 67401 Illkirch Cedex or by e-mail to: adv-T3Lsouth@T3Lgroup.com

Finally, the individuals concerned have the right to lodge a complaint directly with the Commission Nationale Informatique et Libertés (CNIL), regarding the way in which Tarifold processes their personal data, in particular from its website www.cnil.fr.

XII – ATTRIBUTION OF JURISDICTION

It is expressly agreed that French law alone shall be applicable. In the event of a dispute of any kind whatsoever, only the courts within the jurisdiction of the City of Strasbourg shall have jurisdiction, including in the event of summary proceedings, warranty claims or multiple defendants. The customers, because they are dealing with the company Tarifold, accept this attribution of jurisdiction without any restriction or reservation.

Before any legal proceedings the parties will attempt to resolve the existing dispute amicably.

Please note that this English version of general conditions of sale is only provided on information purpose. In case of interpretation issue the relevant version is the French one.

Date, signature and company stamp for acceptance: