

## GENERAL TERMS AND CONDITIONS OF SALE FOR OLDHAM SIMTRONICS

### Article 1 — Scope of application

These General Terms and Conditions of Sale apply as from 1<sup>st</sup> of January 2019 to the exclusion of all of the Buyer's conditions of purchase and the Vendor's previous General Terms and Conditions of Sale, to all products/equipment and services sales concluded by OLDHAM SIMTRONICS (part of 3M Group) (hereafter the 'Vendor') with professional buyers (hereafter the 'Buyer').

### Article 2 — Order

All orders imply acceptance of these General Terms and Conditions of Sale and are to be expressly accepted by the Vendor. The Vendor notably reserves the right not to accept orders that fail to observe the units of delivery specified by the Vendor. It is specified that any derogation from the agreement/business proposition (e.g. request included in the order) must be expressly approved by the Vendor. A mere acknowledgement of receipt will not constitute such an approval.

### Article 3 — Price

Products and services are invoiced based on the price lists in force on the date the order is received by the Vendor. The Vendor's pricing conditions can be modified at any time in order to take account, *inter alia*, the general evolution of prices, monetary fluctuations, the price of raw materials, production costs, operating costs and the Vendor's production costs. The prices indicated are valid for an amount net of rebates and taxes for a minimum order as defined in the price list in force. Otherwise, a lump sum of 50 EUR is added for participation in the handling costs.

### Article 4 — Invoicing/Payment

Invoices are, unless special approval by Vendor in compliance with applicable laws, issued on shipment. Unless otherwise provided, the Vendor's invoices are payable sixty (60) days net following their issuance date.

No discount is granted for payment in cash.

Payments must be sent to the address indicated in the letterhead of the invoice.

The date of payment refers to as effective cashing of the price by the Vendor and not the date on which the means of payment are received.

Contractual set-off between the amounts due by the Buyer to the Vendor and any amount that might be due from the Vendor to the Buyer for any reason whatsoever is formally excluded. Only legal set-off, as specified in the French Civil Code, shall apply (save for compensation or penalties), provided that the conditions for this operation are met.

No deferment of payment can be granted without prior formal consent on our part.

Any dispute regarding invoicing must be notified within 12 months following the date of the invoice. The non-litigious part of the invoice must be paid by the Buyer on the due date.

Default on payment of an invoice on its due date results, on expiry of this due date, in the following:

- amounts remaining due shall be paid immediately, whatever the payment methods and deadlines initially provided for and including the other invoices due by the Buyer, even if they have not yet fallen due;
- application of late charges calculated on the basis of the interest rate applied by the ECB to its most recent refinancing operation increased by ten (10) points;
- the right for the Vendor to suspend execution of all other current orders and to refuse or to postpone any new orders coming from the Buyer;
- the right for the Vendor to invoice the 40 EUR penalty as defined by the French Code de Commerce.

### Article 5 — Transfer of ownership – Transfer of risks

**The Vendor shall retain ownership of the products sold until effective payment of the full price in principal and accessory. Otherwise, the Vendor benefits from a right of claim forthwith.**

In any event, transfer of the risks of loss and deterioration of the products to the Buyer is effective on the date of first presentation of the products at the place of delivery.

### Article 6 – Studies and projects

Projects, studies and documents of any kind delivered or sent by the Vendor remain its entire property and must be returned to it at his request. The Vendor retains all the intellectual property of its projects, studies and documents that cannot be communicated or executed without his prior written authorization.

### Article 7 — Delivery

Except for exports, the Vendor pays for transport of the products and assumes responsibility for the products in case of loss or damage.

The Vendor agrees to use its best efforts to deliver the products within the agreed time-frame. In case of undue delay by the Vendor, the Buyer can request cancellation of the corresponding sale to the exclusion of all requests for compensation or penalties after submitting a formal claim notice remaining without response by the Vendor fifteen (15) days following its receipt.

The reception date of the products is recorded by a delivery note validated by the Buyer and including any claims related to visible defects (missing transport unit, defective external packaging).

The Buyer has, from the delivery date:

- toward the transporter: three (3) calendar days to confirm in writing by letter with acknowledgment of receipt, claims included in the delivery note.
- toward the Vendor: ten (10) calendar days to express in writing any claims (e.g. missing product, wrong reference...).

If no claim is made, the products delivered by the Vendor are considered compliant in quantity and in quality with the order.

**In case of specified and documented claim regarding the delivery of the products, the Vendor's commitment is limited, at the Vendor's option, solely to replacement of the products or to refund of the purchase price of the products concerned to the exclusion of all other penalties or compensation.**

### Article 8 - Order Cancellation - Returns

In case of return of products, the Vendor will apply a deduction to the amount initially invoiced. For any return of new equipment (unpacked) returned to the Vendor within 1 month of the delivery date, this deduction will be 15% of the amount invoiced for this material. In all other cases, the acceptance of a return must be the subject of a formal written agreement of the Vendor and the applied deduction will be determined unilaterally by the Vendor.

### Article 9 – Commissioning

For any intervention on site by the Vendor, the supply of energy, handling equipment or other, raw materials or ingredients of any kind, will be the sole responsibility of the Buyer. Any adaptations of equipment will be the responsibility of the Buyer, if adaptations come from a deficiency or an error in data submitted, a modification compared to specifications: the cost of adaptations and the time spent will be charged to the Buyer.

If the on-site intervention of the Vendor's personnel is delayed for reasons beyond the control of the Vendor, the waiting time will be charged to the Buyer, as well as any unjustified travel of the Seller's employees.

### Article 10 — Warranty – Limitation of liability

#### 10.1 Warranty/Vendor liability

Unless provided otherwise, the products supplied by the Vendor benefit solely from applicable mandatory provisions with regard to guarantees.

In accordance with these provisions, the Vendor's liability is in all cases limited to 12 months from the date of delivery, and will result, at the Vendor's option, in the repair or replacement of the product or refund of the purchase price of the product to the exclusion of any penalty and/or compensation. The Vendor cannot be held liable for any other direct, indirect, material, intangible, incidental or consequential damage.

#### 10.2 Buyer's liability

Save for the Vendor's prior and written acceptance, only Vendor product specification documentations shall apply.

The Buyer warrants that it is in possession of the operating instructions and instructions for use relating to the products sold. In accordance with these documents, the Buyer alone bears full responsibility for the environments pertaining to the storage and the use of the said products as well as the advice and recommendations it provides regarding the Vendor's products.

The Vendor recommends to the Buyer, prior to implementing a product or recommending its use in a particular case, that it ensures that the product exactly suits the use under consideration by proceeding, with preliminary trials. The Vendor which cannot verify or control these elements cannot be held liable for the consequences, of whatever nature, which remain in any case outside its perimeter of decision and control.

### Article 11 — Intellectual property

The intellectual property rights attached to the products and services as well as to the matrices, drawings, pictures, tools, technical studies and other documents made by the Vendor with or without the Buyer's collaboration remain, unless otherwise formally agreed, the exclusive property of the Vendor, even in the case in which a price might have been paid by the Buyer for these documents. In no event can these documents be sold or shared without prior formal consent from the Vendor.

In addition, the Buyer is prohibited from using all trademarks, logos and other distinctive signs belonging to the Vendor's group without prior and limitative authorisation by the Vendor.

When the Vendor grants this authorisation, the Buyer agrees to observe the rules relative to the use of the Vendor trademarks and logos.

### Article 12 - Ownership of computer programs

When the products/equipment supplied by the Vendor to the Buyer include computer programs, the property remains with the Vendor, the Buyer acquiring the right to use the computer programs in order to operate the delivered equipment, within the limits of the object of the contract between the Vendor and the Buyer. This right of use does not include the right to make copies (with the exception of a backup copy), to make use of it in a manner other than that provided for in the contract/business proposition concluded between the Vendor and the Buyer or to deliver it, irrespective of the formal method adopted, to a third party.

### Article 13 — Personal data

Personal data provided by Buyer shall be processed by Vendor, data controller, for the purpose of execution of agreement or legitimate interest of the Vendor, including notably order management, after sell management or marketing activities (in accordance with preferences provided by Buyer), on the legal basis of execution of agreement, legal compliance and consent of data subjects. With regards to those operations, personal data provided may be transferred or made accessible to 3M Group's employees (such as marketing service, sales teams and compliance teams) situated in or out European Union, in particular in the United States of America and to external processors. Transfers are operated in accordance with applicable laws and are subject to signature by any recipient of transfer agreements based on the European model clause templates or similar accepted legal protection system. Personal data shall not be retained for longer than needed to execute above processing. Data subjects can, in accordance with applicable laws, access and upgrade their data anytime. They can also oppose to any processing or request, as far as it remains compatible with the above and applicable law, request minimization or deletion of data. Any request can be provided through commercial contact of Buyer. In case of question or to get any additional information, 3M data privacy officer can be contacted at the following address:

Attn:EU Data Protection Officer - 3M Belgium, Hermeslaan - 7, B-1831 Diegem, Belgique - DPO\_EU@mmm.com - Telephone: +32 2 7224594 - Data subject remain free to submit any question or claim to relevant privacy authority anytime. For more information regarding 3M privacy policy standards, click <https://www.3mfrance.fr/3M/fr/notre-societe-fr/politique-de-confidentialite/>

### Article 14— Export

Some products due to their nature and/or place of origin and/or place of destination are subject to national or international regulations restricting importation or exportation. As a result of the foregoing, the Buyer shall engage in matters with all due transparency regarding the use of or exportation of the products sold herein within the framework of the aforementioned regulations.

### Article 15 — Compliance and Ethics

The Buyer warrants and guarantees that the Buyer as well as its affiliates, owners, directors, administrators, employees, agents, subcontractors, consultants and representatives (jointly the 'Representatives') will comply with all obligations incumbent on them with regard to the national, local and international laws, directives, rules, regulations and orders, including, without limitation, legislation on anti-corruption measures (particularly but not restrictively the American law on Foreign Corrupt Practices Act (FCPA), the UK Bribery Act), anti-laundering measures, competition law, business law, the environment, transport, safety, health and employment (referred to jointly as the 'Laws') which apply to the Vendor, the Buyer and the activity of one or the other party as well as to products and/or services of the Vendor to which this agreement relates.

The Buyer warrants and guarantees that neither it nor its Representatives will act in a manner that might cause the Vendor to violate the Laws. The Buyer shall inform the Vendor forthwith if it has knowledge or information leading it to suspect a violation of the Laws by the Buyer or by its Representatives relating to performance of this agreement.

### Article 16 — Disputes and Governing law

In the event of a presumed failure to meet obligations, the parties shall seek an amicable resolution.

If an amicable resolution is not reached, the Commercial Court of Pontoise – France alone shall have jurisdiction, including for interim proceedings.

All of these General Terms and Conditions of Sale as well as all of purchasing and sale operations attached thereto are governed by the laws of France.