

# General Terms and Sales Conditions

## Article 1. General

1.1 - These General Terms and Sales Conditions (hereinafter referred to as the "T&Cs") apply to all sales of products as well as to all services provided by MAP SPACE COATINGS (hereinafter referred to as "MSC") with the Client (hereinafter referred to as the "Client") and apply to all products sold by MSC. The T&Cs are communicated to any Client who requests them. By placing an order, the Client declares that he or she has read the T&Cs before placing an order and that he or she has accepted them without reservation. The T&Cs take precedence over all other contractual or commercial provisions, including those appearing on the Client's documents, in particular its general terms and conditions of purchase. By placing an order, the Client waives the right to invoke, for any reason, at any time and in any form whatsoever, any provisions contrary to or derogating from these T&Cs and/or provisions not expressly specified in these T&Cs.

In accordance with the regulations in force, MSC reserves the right to derogate from certain clauses of these T&Cs, depending on the negotiations conducted with the Client through the establishment of specific terms and conditions of sale.

1.2 - The T&Cs are supplemented by the commercial proposal with which they form a contractual whole governing the sale.

## Article 2. Commands

2.1 All orders must be in writing (post, fax, e-mail). Thus, an order placed verbally by the Client must be confirmed by the latter in writing and include all the information required to enable MSC to analyse the said order. MSC will therefore have the right to request clarification from the Client and the latter must provide all the required answers. It is specified that this option cannot oblige MSC to carry out an exhaustive and prior analysis of the situation, the conditions and procedures for the provision of services being decided by MSC in the light of the information communicated to this effect by the Client, who must therefore take care to provide all the information necessary for MSC's assessment of the provision of services to be performed.

- All orders are only binding on MSC after:

- express acceptance by the Client of the commercial proposal drawn up by MSC made by (letter, fax, e-mail), by means of an order form duly signed by the Client during its period of validity, for a period of thirty (30) days, unless otherwise stated in said proposal.

- express and written confirmation of the Client's order, by MSC, which will ensure, in particular, the availability of the requested products, materialised by a document entitled "Acknowledgement Receipt of Order" (hereinafter the "AR") summarising the characteristics of the same.

Any acceptance of MSC's commercial proposal after the expiry of its period of validity would only bind MSC, under the conditions set out in the commercial proposal, upon written confirmation by MSC.

2.2 - Any changes to the order requested by the Client may only be considered, within the limits of MSC's possibilities and at its sole discretion, if they are notified in writing.

In any event, changes may only be accepted if they are notified to MSC at least five (5) days before the scheduled date of shipment, after the Client has signed a new specific purchase order.

This new purchase order may give rise to an adjustment of the price according to the modifications requested by the Client and will be accepted under the conditions described above.

2.3 - MSC is free to decide not to proceed with orders placed.

In general, no waiver of conclusion on the part of MSC constitutes fault and cannot give rise to a right to compensation for the Client.

2.4 - Except in cases of force majeure, no order may be cancelled in whole or in part, or more generally modified, by the Client, once the order has been accepted by MSC, unless the latter agrees in writing to this effect.

In this case, the sums incurred, and the work carried out by MSC under the contract must be paid by the Client according to the degree of progress.

2.5 - The benefit of the order is personal to the Client and may not be transferred without the prior written consent of MSC.

## Article 3. Price

3.1 - The products and services are provided at the rates on the day of the order, and, where applicable, in the commercial proposal sent to the Client.

These prices are firm and not subject to revision during their period of validity.

3.2 - These prices are net, excluding taxes and any customs fees.

These prices include the costs of external packaging necessary for transport as well as transport costs, unless otherwise stated on the AR, only for products. The prices of the services do not include transport costs, which are entirely at the expense of the Client.

Any request from the Client, concerning the financial assumption by MSC of transport and insurance may be subject of a financial proposal by MSC.

3.3 - Special pricing conditions may be applied according to the specificities requested by the Client, having regard to the terms and deadlines of delivery and/or the terms and conditions of payment.

A special commercial offer will then be sent to the Client by MSC.

## Article 4. Payment terms

4.1 MSC shall not be obliged to deliver the products ordered by the Client if the Client does not pay the price to MSC under the conditions and in the manner set out below.

4.2 The terms of payment are indicated on the price offer and negotiated in advance with the sales team. Invoices shall be payable in all circumstances at MSC's registered office or at any place designated for this purpose by MSC to the Client.

4.3 Payments will be made in Euros (€) and will be made by bank transfer, cheque or more generally any other payment method expressly and previously accepted by MSC, in accordance with the payment deadline set for the order, the Client must take all measures to ensure that the payment is effective on the same date.

4.4 - Any amount not paid by the due date will give rise to the automatic payment of late payment penalties calculated on the amount of the outstanding amount due at the interest rate applied by the European Central Bank to its most recent refinancing operation plus ten percentage points, in addition to the outstanding sums.

These penalties run from the day after the payment date on the invoice until the amount due is paid in full.

Any amount not paid by the due date will also be increased by fifteen percent (15%) as a penalty clause.

In the event of late payment, a fixed compensation for recovery costs in the amount of 40 Euros will be due, automatically and without prior notification by the Client. However, MSC reserves the right to request additional compensation from the Client, upon presentation of supporting documents, if the collection costs actually incurred exceed this amount.

In addition, the non-payment of a single invoice renders, at MSC's discretion, immediately due by operation of law the amount of the other invoices still due to MSC, all the sums in question immediately bearing interest in accordance with the terms and conditions defined in this article. In addition, and without prejudice to the late payment penalties, the penalty clause and the recovery indemnity set out above, MSC may:

- suspend its obligations concerning the order affected by the delay as well as all orders in progress until the remaining sums due have been fully paid by the Client.  
- make the execution of current orders subject to the taking of guarantees or to new terms (new payment conditions) giving any payment guarantees and deemed satisfactory by MSC.

- terminate the order by operation of law. This termination will affect not only the current order but also, if MSC so wishes, all or part of the previous or future unpaid orders, whether they are executed or in the process of being executed and whether their payment is due. Deposits paid by the Client will be retained by MSC.

The Client shall reimburse all costs incurred by MSC and incurred in the litigation recovery of the sums due.

4.5 - Any deductions and/or set-offs from the Client are expressly excluded, unless expressly agreed in advance by MSC.

4.6 - The delivery of bills of exchange or any other instrument creating an obligation to pay by the Client does not constitute payment.

4.7 - No discount is granted in the event of early payment or cash.

4.8 - Any deterioration in the Client's credit and, in general, any modification, whatever the cause, of the Client's situation may justify the requirement of guarantee(s) and/or special payment terms set by MSC, or even the refusal by MSC to follow up on the orders made by the Client.

## Article 5. Delivery

5.1 - The products ordered by the Client will be shipped within a maximum of four (4) weeks from MSC's receipt of the duly signed order.

As this period is not a strict deadline, MSC cannot be held liable to the Client if the delay in delivery does not exceed eight weeks.

5.2 - In the event of a delay of more than eight (8) weeks, the Client may request the cancellation of the sale. The deposits already paid will be returned to him by MSC.

5.3 - MSC may not be held liable under any circumstances in the event of delay or suspension of delivery attributable to the Client or in the event of force majeure.

5.4 - Delivery will be made to any place determined by the Client, the products travelling at the Client's own risk.

5.5 - The Client is obliged to check the apparent condition of the products upon delivery.

In the absence of reservations expressly expressed in writing by the latter, within eight (8) days of delivery, the products delivered by MSC shall be deemed to be in conformity in quantity and quality with the order.

No claim can be validly accepted in the event of non-compliance with these formalities by the Client.

5.6 - The supply and delivery of the products may take place at any other place designated by the Client, subject to seven (7) working days' notice, at the Client's exclusive expense. In this case, a new delivery time will be announced to the Customer.

5.7 - MSC will replace as soon as possible and at its own expense, the products delivered whose lack of conformity has been duly proven by the Client.

## Article 6. Transfer of ownership – Transfer of risk

6.1 - The transfer of ownership of the products sold, the subject of the order, to the Client by MSC is subject to the full payment of the price by the Client.

Failure to do so may result in MSC repossessing such products.

Any deposit paid by the Client shall then remain with MSC as a lump sum indemnity, without prejudice to any other actions that it may be entitled to bring against the Client as a result.

6.2 - On the other hand, the risk of loss and damage will be transferred to the Client as soon as the carrier collects the products ordered from MSC.

The Client therefore undertakes to have the products ordered insured, at his own expense and for the benefit of MSC, by an ad hoc insurance, until the complete transfer of ownership and to justify this at the time of delivery. Otherwise, MSC will be entitled to delay delivery until the presentation of this proof.

## Article 7. Warranty – Liability

7.1 - Products delivered by MSC are guaranteed for the duration of their lifespan as indicated by MSC on the packaging or on the documentation delivered.

This warranty covers any hidden defect resulting from a defect in material, design or manufacture affecting the products delivered and making them unfit for use.

7.2 - This warranty is excluded in the event of abnormal use (not in accordance with the indications given on the instructions provided, in particular the technical sheet of the product), improper storage or contrary to the indications of the product,

negligence or lack of maintenance on the part of the Customer, as well as in the event of normal wear and tear of the product or force majeure.

7.3 - In the event of discovery of the existence of defects, the Client must inform MSC in writing within a maximum period of fifteen (15) days from this discovery and before the expiry date of the product, under penalty of forfeiture of any action relating thereto.

7.4 - This warranty is limited to the replacement, repair or refund of products affected by a defect. This warranty also covers labor costs. The replacement of defective products will not extend the duration of the warranty set out above.

7.5 - MSC's warranties, obligations and liabilities and the Customer's remedies under this warranty are limited to those set forth herein and the Customer waives and discharges MSC from any other warranties, obligations and liabilities that MSC may have in relation to any non-conformity or defect in the Products.

MSC has no obligation or liability for any loss of use, revenue or profits or other direct, indirect damages relating to any non-conformity or defect of the products.

7.6 - In any event, and insofar as MSC's liability is incurred and definitively recognized by the competent courts, it is expressly agreed that the total amount of compensation and, more generally, of any sums charged to MSC may not exceed the amount of the order placed by the Client and approved by MSC.

7.7 With regard to the provision of services, MSC shall only be liable for direct damage that it may cause to the Client in the performance of its obligations, except for all indirect, material or immaterial damage resulting from the performance of the service, under the conditions specified below.

Consequently, MSC cannot be held liable for indirect damages, such as commercial damage, loss of customers, loss of orders, loss of turnover, loss of profit or loss of profit, suffered by the Client.

MSC is not liable for any damage caused to or by any property entrusted to it by the Client, the latter undertakes to guarantee it against any liability as a result.

7.8 MSC indemnifies the Client against any lack of conformity of the services and any hidden defect resulting from a defect in the design or execution of the services provided and rendering them unfit for the use for which they were intended, to the exclusion of any negligence or fault on the part of the Client, for a period of two (2) months from their supply to the Client.

7.9 In addition, and to assert its rights, the Client must, under penalty of forfeiture of any action, inform MAP, in writing, of the existence of the defects within seven (7) days of their discovery.

In any event, and insofar as MSC's liability is incurred and definitively recognized by the competent courts, it is expressly agreed that the total amount of compensation and, more generally, of any sums charged to MSC may not exceed the amount of the order placed by the Client.

#### **Article 8. Intellectual property**

The Client may not claim the transfer to itself or to any third party of any right of ownership or exploitation of all or part of the intellectual property rights held and/or exploited by MSC and relating to the products that are the subject of the order. The Client undertakes to respect the rights thus held or exploited by MSC and not to take any action that may infringe them or, more generally, that may harm MSC's interests.

#### **Article 9. Confidentiality**

The Client undertakes to keep confidential any information of which it has become aware during its relations with MSC, regardless of its nature and form, relating directly or indirectly to the existing relations between the Client and MSC, whether such information has been reported as confidential.

The Client will take all measures to ensure that this confidentiality commitment is also charged to its employees and partners and ensures that the latter respect this commitment.

This confidentiality agreement is applicable for the entire duration of the contractual relationship between the Client and MAP and continues after the termination of the said relationship, if the information concerned has not fallen into the public domain.

#### **Article 10. Communication**

If the Client wishes in any way to make any internal or external communication about MSC's participation or the products delivered by MSC, it must request prior authorisation from MSC, which will be entitled to request any changes to the content concerning it.

#### **Article 11. Force majeure**

MSC shall not be liable for any failure to perform its obligations resulting from force majeure.

Such a situation, without this list being exhaustive, includes the following events:

- the destruction affecting all or part of MSC's facilities. A plan for the restart of the activity is planned and can be sent to the customer on request.
- serious public disorder, wars, strikes, riots, epidemics, blockades of means of transport and communication.
- natural disasters, cold spells or any other similar event, and, more generally, any event or cause beyond the control of the MSC that prevents MSC and/or its subcontractors from delivering the products that are the subject of the order in good faith.

#### **Article 12. No waiver**

The absence of a claim by MSC of any of the provisions of the GTC cannot be considered as a waiver of this right for the future.

#### **Article 13. Divisibility**

The invalidity of one or more provisions of the GT&Cs does not affect the validity of the other provisions.

#### **Article 14. Applicable law-Jurisdiction**

14.1 - The relationship between MSC and the Client shall be governed by French law, unless otherwise agreed in advance and in writing between MSC and the Client.

14.2 - Any dispute between MSC and the Client, of any nature whatsoever, relating to the GT&Cs or, more generally, to the commercial relations existing between MSC

and the Client, shall be under the exclusive jurisdiction of the Commercial Court of Foix, France.

This clause applies even in the event of summary proceedings, incidental claims or multiple defendants or warranty claims.

#### **Article 15. Performance of the services**

15.1 MSC undertakes to perform the service ordered with all the care customary in its profession in accordance with the regulations in force.

15.2 MSC reserves the right to subcontract all or part of the performance of the service that is the subject of the order and, more generally, to substitute any third party in the context of the performance of the said service.

15.3 The service will be carried out in accordance with the information provided in the "AR" document issued by MSC.

15.4 The Client must take all measures to enable MSC to perform its service and must, in this respect, immediately transmit to MSC, at the latter's request, any element necessary for the proper performance of the said service or have delivered at its expense any goods on which the services are to be provided. In the latter case, the handing over of the goods, owned by the Client, does not have the effect of transferring the risk relating to these goods, and the Client remains liable, to the exclusion of the service provider, for any damage that may occur to the goods or as a result of the goods. He will therefore have to take out any insurance to cover these risks.

15.5 MSC shall communicate to the Client a provisional schedule for the execution of the service ordered, mentioning the deadlines for carrying out the study and the date of submission of the report or results of the study.

MSC will make its best efforts to meet these deadlines.

However, it is recalled:

- that the dates and deadlines for the performance of the service are given for information purposes only. Any delay by MSC cannot, as a result, give rise to damages, compensation, withholdings, or cancellation of an order for the benefit of the Client.

- that force majeure, as defined in Article 11 of these GT&Cs, releases MSC, at its discretion and temporarily or permanently, from any commitment to the performance of the provision of services, without compensation to the Client.

15.6 MSC will make available to the Client the deliverables as defined in the specifications.

Delivery will be made to any location designated by the Customer, with deliverables traveling at the Customer's own risk.

Customer is required to verify the apparent condition of the Deliverables upon delivery.

In the absence of reservations expressly formulated in writing by the latter, within seven (7) days of delivery, the deliverables shall be deemed to be in conformity with the order.

15.7 The descriptions and information relating to the provision of services appearing on MSC's commercial documents are given for information purposes only and are not contractual and therefore do not bind MSC, which therefore retains the right to modify all or part of the elements contained in the aforementioned documents.

#### **Article 16. Quality**

16.1 Previously validated Customer specifications are applicable on the date of the deliverables. Other documents/conditions/specifications cited in the order cannot be reviewed for application, except for documentation included in a signed contract.

For any item ordered, we cannot guarantee several batches or quantity of kits (Automatic batches by our ERP).

Unless otherwise agreed or otherwise agreed in advance, we guarantee a minimum of 75% (Products with a total shelf life of 6 to 12 months) or a minimum of 50% (Products with a total shelf life of 18 months or more) on the date of departure.

#### **Article 17. REACH/RoHS/Export control**

17.1 On the date of printing of the delivered documents, the following declarations are applicable and in accordance with the specific or generic declarations included in the contracts or specifications already signed.

\*REACH declaration: not all substances included in MAP SPACE COATINGS products are listed in Annex XIV and/or the "Candidate List". The safety data sheets of MAP SPACE COATINGS contain all relevant information regarding the substances included.

\*RoHS Declaration: All MAP SPACE COATINGS products meet the requirements of RoHS1 2002/95/EC, RoHS2 2011/65/EU, RoHS3 EU 2015/863.

\*Export control declaration: all MAP SPACE COATINGS products are produced in France, are not subject to any export control (EAR/ITAR) and are not controlled by the United States.