

EMFI SAS General Conditions of Sale

Article 1st — Scope of application

These general conditions of sale apply as from 1st January 2019 to the exclusion of all of the Buyer's conditions of purchase and the Vendor's previous conditions of sale, to all sales of products and services concluded by EMFI SAS, (hereafter the 'Vendor') with professional buyers (hereafter the 'Buyer'). Any placed order by the Buyer implies full, express and unreserved acceptance of these general terms and conditions of sale in force at the time of the order.

Article 2 — Order

Any and all orders imply full acceptance of the present 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. Any exemption to the contract/price offer (for instance: when notified in the order) can only be set by a written express consent from the Vendor, that cannot result from the single acknowledgement of receipt.

Article 3 — Price

Products and services are billed on the basis of the prices 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 cost price. 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, unless expressly provided to the contrary, an all-inclusive sum of 50 euros 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 on the thirtieth (30) day after receipt of the Products or performance of the service or the date of custom's clearance of the products at the final arrival port for deliveries of goods subject of an importation into the tax territory of the departments of Guadeloupe, Martinique, French Guiana, Reunion and Mayotte as well as the overseas collectivities Saint-Barthelemy, Saint-Martin and Saint Pierre and Miquelon. When the goods are made available to the buyer, or to its representative, in mainland, the period is counted from the twenty-first day following the date of cash or from the date of the custom's clearance if the latter occurred earlier.

Unless special terms of sale have been agreed, no discount is granted for cash payment.

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

The date of payment is understood as the date on which the means of payment is received.

Contractual set-off between the sums due by the Buyer to the Vendor and any sum 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 and penalties), provided the conditions for this operation are met.

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

The Buyer shall return any bill of exchange or promissory note upon receipt of the invoice or of the invoices' statement and at latest within 48 hours. After 15 days, the Seller reserves the right to have the lack of such return ascertained by law-protest ("*protêt*") as a refusal of the bill of exchange or promissory note.

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:

- payability of all sums remaining due, whatever the terms and the deadlines for payment initially provided for and including the other invoices due by the Buyer, even if they have not yet fallen due;
- application of delay penalty interest calculated on the basis of the interest rate applied by the ECB to its most recent refinancing operation increased by ten (10) percent;
- 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 a lump sum 40€ penalty as defined by the French Code de Commerce.

If collection costs actually incurred are higher than the said 40€ penalty, a justified additional compensation may be requested from the Buyer.

Article 5 — Transfer of ownership

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

Article 6 — Delivery - Transfer of risk

The place of delivery, the transfer of risk of loss of or damage to the products, as well as the liabilities/duties sharing between the Buyer and the Seller (loading/unloading operations, transport mode and costs, insurance, customs clearance and charges etc.) are determined by the Incoterm agreed, in writing, between the Buyer and the Seller.

The Vendor agrees to make every effort to deliver the products within the agreed deadlines. In case of undue delay by the Vendor, the Buyer can demand cancellation of the corresponding sale to the exclusion of all requests for compensation or penalties after submitting a formal claim notice remaining without intimating any response by the Vendor fifteen (15) days following its receipt.

However, for products manufactured under the Buyer's own trademark(s) or to be sold outside Mainland France, delivery deadlines are provided for information purpose only. Under no circumstances, may delayed deliveries result in either order cancellation by the Buyer or payment by the Seller of any compensation or penalties.

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

The Buyer has:

-toward the transporter: three (3) calendar days starting from the day of delivery of the ordered products to confirm reservations made into the delivery slip to the transporter in writing.

-toward the Vendor: ten (10) calendar days starting from the day of delivery of the ordered products to express its reservations (e.g.: missing product, wrong reference) to the Vendor in writing.

If no reservation is issued within the above conditions, the products delivered by the Vendor are considered compliant in quantity and in quality with the order.

In the event of justified detailed reservation(s) or claim(s) related to compliant delivery of the products, the Vendor's commitment is limited, as it so chooses, solely to replacement of the products or to refund of the price of the products in question to the exclusion of all other penalties or compensation.

Article 7 — Buyer's specific packing, packaging materials and/or labels

The Seller reserves the right to invoice, at their purchase price, any outstanding inventories of packing, packaging materials and/or labels specific to or bearing the Buyer's own trademark(s) in the event of a change of the specifications mentioned therein either consecutive to a regulatory amendment or to a change made at the Buyer's request, or should the relationship between the Buyer and the Seller end.

Article 8 — Warranty – Limitation of liability

8.1 Warranty/ Vendor liability

Unless specially stipulated otherwise, the products supplied by the Vendor benefit solely where appropriate from the mandatory applicable provisions with regard to guarantees.

In observance of these provisions, the Vendor's liability is limited, as the Vendor so chooses, to repair, replacement or refund of the price of the said product to the exclusion of any penalty and/or compensation. The Vendor's responsibility cannot be engaged for any other direct, consequential, material, intangible, subsequent or non-subsequent damage.

8.2 Buyer's liability

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

The Buyer warrants that it is in possession of the operating instructions and precautions for use bearing on the sold products. Pursuant to this documentation, the Buyer alone bears full responsibility for the environments pertaining to the storage and use of the said products as also advice and recommendations it provides with regard to 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 can neither verify nor control the Buyer's aforesaid recommendations, shall not be held responsible for the consequences, of any nature whatsoever, which remain in any event outside its decision and control fields.

Article 9 — Intellectual property

The intellectual property rights attached to the products and services as well as to the matrices, drawings, negatives, tools, technical studies and other documents realised 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 case can these documents be marketed or shared without prior formal consent from the Vendor.

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

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

Article 10 — 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 Vendor'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 the commercial contact of the 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 - Téléphone : +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_FR/notre-societe-politique-de-confidentialite/

Article 11 — Export

Some products due to their nature/origin/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 12 — Specific Diffuse Waste

Pursuant to Article R543-231 of the French Environmental Code, the Vendor joined and financially contributes to ECO DDS, approved French environmental body responsible for collection, removal and treatment of household waste from chemical products that may pose a significant risk to health and the environment (e.g.: some glues, aerosols...). Pursuant to Article R543-230 of the French Environmental Code, any professional providing products governed by this regulation to the general public shall, visibly at its point of sale, inform users of the possibility and means for collection of household waste from these products.

Article 13 — Force Majeure

The Seller shall not be liable to the Buyer if the occurrence of a case of Force Majeure prevents, restricts or hinders the manufacture, the shipment and/or the delivery of the products. Are considered as a case of Force Majeure within the meaning of these General Conditions of Sale: floods, fires, natural disasters, embargoes, wars, strikes, serious accidents, breakdowns or partial tool failures, shortages of raw materials and/or of means of transport or energy, inability to obtain raw materials, electricity or supplies (not due to the Seller's negligence, fault or to any delayed order by the Seller), modifications of the legal or regulatory framework or any other cause beyond the Seller's reasonable control which would render the fulfillment of the Seller's obligations impossible or excessively onerous. In such circumstances, the Seller's obligations shall temporarily be suspended for a period equal to the duration of the case of Force Majeure or of the consequences thereof. The Seller may further distribute its production among its Buyers in such manner it considers most equitable.

Article 14 — Compliance and Ethics

The Buyer warrants and guarantees that it as well as its affiliates, owners, directors, administrators, employees, agents, subcontractors, consultants and representatives (jointly the 'Representatives') will satisfy 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 Corrupt Practices Abroad (FCPA), the UK Bribery Act), anti-laundering measures, competition, 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 it or by its Representatives in connection with performance of this Agreement.

Article 15 — 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 Strasbourg – France alone shall have jurisdiction, including for emergency interim proceedings.

All clauses of these general conditions of sale as well as all operations of purchasing and sale attached thereto are governed by the laws of France, excluding its conflict of law provisions.