

GENERAL CONDITIONS OF SALE BETWEEN PROFESSIONALS

1. ORDER - FORMATION OF CONTRACT

The General Conditions of Sale and the product catalogue form an indivisible whole, which the CUSTOMER accepts by acknowledging having read and understood this document. Unless specifically agreed and notified in writing, these conditions are applicable to all transactions, regardless of what may be stated on the orders which are addressed to SCAIME or in the CUSTOMER's general conditions of purchase.

These conditions may only be amended or supplemented by SCAIME's special conditions of sale or written offer. Any amendment made to these conditions of sale without the express agreement of SCAIME shall be deemed unwritten. The contractual documents constituting the contract binding the parties are:

1. SCAIME's Special Conditions of Sale
2. SCAIME's offer, including the price offer and its provisions
3. SCAIME's General Conditions of Sale
4. The CUSTOMER's purchase orders
5. The CUSTOMER's specifications sheet and its provisions

An order is only accepted after the company SCAIME has sent confirmation of receipt of order to the CUSTOMER in which the delivery time is stated. Prices are given in Euros based on the economic conditions on their date of issue. Beyond the time provided in the quotes, these prices may be subject to adjustment.

The minimum order amount is set at €80 ex VAT. Any cancellation of order by the CUSTOMER taking place after SCAIME has issued the confirmation of receipt of order may result in cancellation charges, or return charges if the products have already been delivered. Cancellation charges are intended to cover expenses already incurred by SCAIME and processing time.

2. PACKAGING AND CARRIAGE

Packaging and carriage costs are calculated based on the carrier rates in force and according to the services requested (please consult SCAIME).

3. PRICE

Unless otherwise agreed, SCAIME's prices are given in Euros, deemed net ex VAT, not including packaging and carriage costs, ex-works Juvigny (F-74100). Packaging, shipping and customs charges are to be paid by the customer and may be invoiced as specific items.

4. CLAUSE RELATED TO SHIPPING AND TRANSFER OF RISKS

Unless otherwise agreed, products are delivered to the customer by the carrier chosen by SCAIME, according to the incoterm DAP. Consequently, delivery is deemed effective and risks transferred to the CUSTOMER upon delivery of the products (non-duty paid in the case of export) to the point defined by the latter. Regardless of the means of carriage and payment applied, it is the responsibility of the recipient to unpack the goods and express any necessary reservations to the carriers, and to inform SCAIME thereof within 48 hours of receipt of the goods. After such time, claims related to carriage will no longer be admissible.

The CUSTOMER undertakes to insure the goods against any risks they may incur and pose during their delivery. Where the CUSTOMER assumes responsibility for carriage, the transfer of risk is effective after the goods have been loaded into the carrier's vehicle at SCAIME's premises.

5. PAYMENT

Unless otherwise agreed, and only after agreement signified by the opening of a credit line by SCAIME's finance department, products are billed on the day of dispatch with a due date of 30 days end of month. In specific cases where a credit line is not opened, orders will be subject to cash payment.

No discount is given for early payment. Failure to pay by the agreed due date entitles SCAIME to suspend any delivery. For France, in the case of payment by bills of exchange, the latter must be returned accepted within 10 days of receipt of invoice. Special products or studies are subject to a 30 % instalment of the ex VAT amount of the quote, with a due date set by SCAIME according to the date specified in the pro forma invoice. The delivery time then runs as of receipt of this instalment.

6. DELIVERY TIME

Delivery times are given by way of indication and correspond to the date of dispatch of the products. The date of dispatch agreed by SCAIME is that of the confirmation of receipt of order. It is the case however that this date of dispatch may be deferred in the event of non-payment of a previous invoice or in the event of the allocated credit limit having been exceeded.

Once the payment incident has been resolved, a new date will be set and indicated to the CUSTOMER.

7. LATE-PAYMENT PENALTIES

By express agreement, failure to pay by the due date, or any refusal to accept a bill of exchange, will lead, automatically and without the need for prior notification, to:

- application of a penalty calculated on the basis of the most recent refinancing rate of the ECB plus ten percentage points, in accordance with Law 2008-776 of 4 August 2008, without being lower than three times the applicable legal interest rate, and without prejudice to any damages;
- application of a fixed-sum penalty for recovery costs of €40 in accordance with Directive No. 2011/7/EU;
- suspension of SCAIME's services and guarantee, and notably suspension of subsequent deliveries;
- payment by way of penalty clause of a fixed and irreducible sum equal to 15 % of the amounts due.

8. GUARANTEE

Peaceable possession guarantee: since the CUSTOMER purchases at its own risk, SCAIME shall not be bound by any guarantee where the CUSTOMER's possession is challenged by third-party claims. SCAIME shall not be liable for reimbursement of cost.

Hidden defects guarantee: SCAIME is liable for hidden defects in sold goods under the conditions provided for in Articles 1641 et seq. of the Civil Code. The CLIENT may issue a request under the terms of the guarantee concerning hidden defects in sold goods.

Contractual guarantee: Unless specifically agreed in a special contract, the goods are guaranteed against any defect 1 year from date of invoice and 3 years from date of invoice for certain ranges of products defined by SCAIME in its offers.

This guarantee is applicable in SCAIME's premises, the goods being returned carriage paid after obtaining an "RMA" (Return Merchandise Authorisation form) from SCAIME's after-sales service department.

The guarantee is limited to bringing into conformity or exchanging the goods, with the exclusion of any compensation, including for loss of enjoyment due to non-use of the goods during the period of repair.

Repairs outside guarantee will be subject to an advance quote and shall only be dispatched after agreement from the CUSTOMER.

SCAIME does not under any circumstances accept "debit notes" issued by the purchaser corresponding to the value of the goods returned.

9. TAXES AND DUTIES

Invoices received by French customers are subject to VAT at the rate in force on the date of invoicing. Instalment requests, where applicable, are expressed before tax.

Tax-suspended sales for re-export shall only be accepted upon provision of a declaration from the relevant tax office.

10. RETENTION OF OWNERSHIP

The products remain under full ownership of SCAIME until complete payment of the agreed price. In the event of non-payment, SCAIME is entitled to demand the unpaid goods, and the Purchaser is required to return them immediately upon request.

However, the CUSTOMER has the right to sell to their own customers, as part of the normal operation of their business, goods bought from SCAIME which still remain under retention of ownership, on the condition of informing the sub-purchaser that the goods sold have not been paid in full to SCAIME and are therefore encumbered by a retention of ownership clause in favour of the latter.

11. FORCE MAJEURE

In the case of occurrence of any event of force majeure, such as a strike, lock-out, fire, flood, disruption or delay of raw materials, at any time in the process (order, manufacture, delivery), SCAIME's obligations shall be suspended throughout the duration of the event of force majeure as of occurrence of the event of force majeure. SCAIME shall not incur any liability and is under no obligation to repair damages suffered by the CUSTOMER due to non-performance or inadequate performance of all or part of its obligations due to this event of force majeure. If an event of force majeure lasts for a period exceeding 7 days, SCAIME may cancel the sale, without the CUSTOMER being entitled to any compensation, by sending the CUSTOMER a standard letter or e-mail. SCAIME reserves the right to retain any instalments already received on the date of occurrence of the event of force majeure.

12. TOOLS, SPECIAL EQUIPMENT, PROTOTYPES

Any contribution to the costs of creating tools, special equipment or prototypes which may be requested from the CUSTOMER does not entail transfer to the latter of physical ownership of the above or of the intellectual property rights related thereto, unless otherwise agreed in writing.

13. INTELLECTUAL PROPERTY - CONFIDENTIALITY

SCAIME retains the intellectual property rights for projects, studies, drawings, models and objects it produces or which are produced on its behalf. These may not be used without prior written authorisation.

Unless otherwise agreed, the CUSTOMER shall maintain confidentiality regarding SCAIME's written or oral information communicated to it directly or indirectly, including after the end of the contractual relationship.

14. SETTLEMENT OF DISPUTES

SCAIME and the CUSTOMER shall strive to settle their differences amicably.

Failing which, any dispute shall by express agreement fall under the exclusive competence of the Commercial Court (Tribunal de Commerce) in Thonon-les-Bains (F-74200) including in the case of multiple defendants and the introduction of third parties. The applicable law is French law.

Where the contract includes an international element, the Vienna Convention of 11 April 1980 on the international sale of goods (United Nations Convention on Contracts for the International Sale of Goods) shall also apply.

15. DIVISIBILITY

Should any one of the provisions contained herein be considered unlawful, void or inapplicable by virtue of a law, regulation, or court ruling, this provision alone shall be deemed unwritten, without affecting the other provisions contained herein, which shall remain fully in force.

16. PROTECTION OF PERSONAL DATA

Within the framework of the commercial relationship, SCAIME may collect and use personal data concerning the CUSTOMER's staff. The data collected relates to surnames, first names, email addresses, telephone numbers and job titles. The processing operations performed concern the different stages of the commercial relationship: offer, account creation, confirmation of receipt of order, delivery, invoicing, and any exchanges justified by the above. The processing of personal data has its legal basis in

- the legitimate interest of the company when it pursues the following purposes:
 - prospection and coordination;
 - management of relations with its customers and prospects;
 - organisation, registration and invitation to company events.
- execution of pre-contractual or contractual measures when it undertakes processing for the purposes of:
 - production, management and monitoring of its customer cases;
 - recovery.
- compliance with legal and regulatory obligations when it undertakes processing for the purposes of:
 - invoicing;
 - accounting.

In accordance with Article 13 of the General Data Protection Regulation of 27 April 2016 no. 2016/679, SCAIME undertakes not to use such data for any other purpose, and to protect it. By signing these General Conditions of Sale, the CUSTOMER accepts that SCAIME may collect and use such data throughout the entire duration of the commercial relationship plus 3 years for purposes of coordination and prospection, without prejudice to obligations of conservation or prescription periods. For accounting purposes, this data is conserved for 10 years as of closure of the accounting year.

The data processed is sent to authorised people in the company, as well as its service providers.

Any employee of the CUSTOMER may exercise their right of access, rectification, erasure or limitation of processing, or obtain a copy of this data, by sending a request by email to the address: dpo@scaime.com or by post to the following address: SCAIME, 294 rue Georges Charpak, 74100 Juvigny, France.F

Those concerned have the right to submit a complaint to CNIL (the French data protection agency).

I hereby acknowledge having read and understood these General Conditions of Sale.

CUSTOMER STAMP

NAME, JOB TITLE AND SIGNATURE OF THE AUTHORISED PERSON

DATE