

1. General

- 1.1 The present terms and conditions represent KNF Neuberger S.A.S. (« KNF »)'s purchase offer towards their suppliers. Their purpose is to define KNF's needs in the context of purchase and sales operations, applicable between KNF and the contracting supplier, as well as its affiliates.
- 1.2 In accordance with article L. 441-1 of the French commercial code, the present Purchase Terms and Conditions are not aimed at preventing the supplier from communicating their general conditions of sales or service, nor from starting negotiations on that basis. If negotiations are started and succeed, the result is formalized in particular conditions of purchase and sales between the parties. Where the supplier has not established nor communicated general conditions of sales or service, or when he expressly or tacitly waived these conditions, the present Purchase Terms and Conditions apply exclusively. In both cases, the supplier acknowledges having freely accepted the present Purchase Terms and Conditions after having been put in a position to negotiate them.
- 1.3 Conflicting or deviating conditions of the supplier shall become part of the contract only and insofar as KNF has expressly agreed to them in writing. This shall also apply if KNF accepts the supplier's services without reservation in the knowledge of conflicting or deviating conditions of the supplier.
- 1.4 All legally relevant declarations of the supplier must be in writing to be effective.
- 1.5 The supplier shall perform all obligations under the contract itself. The involvement of subcontractors is only permitted with our prior written consent.

2. Orders

- 2.1 Unless our orders expressly contain a binding period, they are freely revocable until receipt of the order confirmation or - in the absence of an order confirmation - until delivery. The supplier shall be obliged to confirm our order in writing within a period of three working days by means of an order confirmation or by delivery. A delayed acceptance shall be deemed a new offer and shall require our confirmation.
- 2.2 Unless expressly agreed otherwise, the delivery times stated by us shall be binding. If the supplier does not perform or does not perform within the agreed delivery time or if the supplier is in default, our rights - in particular with regard to rescission and damages - shall be determined in accordance with the statutory provisions.

3. Prices, Terms of Payment

- 3.1 Prices agreed or stated in the order shall be binding. All prices are exclusive of VAT, but inclusive of packaging, insurance, transport and other ancillary costs.
- 3.2 Invoices shall state, in addition to the legally compulsory indications, the date of dispatch, our order data, the date of delivery as well as the individual delivery items according to quantities and price as well as the order and material number stated in our order and shall be submitted immediately after delivery to the invoice address stated on our order. If one or more of these details are missing and this delays processing by us in the normal course of business, the agreed payment deadlines shall be extended by a period of time equivalent to the time needed by KNF to find the missing information, limited to the maximum payment period authorized by law.
- 3.3 Unless otherwise agreed in writing, KNF shall pay the purchase price within 30 days after receipt of goods or invoice. Payment shall not be considered as acknowledgement of proper performance.
- 3.4 The parties shall be entitled to rights of set-off and retention to the extent provided by law.

4. Delivery dates

- 4.1 Agreed dates and deadlines are binding. The supplier is obliged to inform KNF immediately in writing if circumstances occur or become apparent to him which indicate that the delivery time cannot be met, whereby the occurrence of the delay in delivery shall remain unaffected thereby.
- 4.2 Acceptance of delayed deliveries and services shall not constitute a waiver of claims for compensation. Early delivery shall only be permissible with written consent and shall not affect the agreed payment date.
- 4.3 In case of delayed delivery, KNF shall be entitled, in addition to the statutory claims, to a lump-sum compensation of its damage caused by delay in the amount of 1% of the net price per completed calendar week, but in total not more than 5% of the net price of the delayed products. KNF reserves the right to prove a higher damage.

5. Delivery, transfer of risk

- 5.1 Delivery shall be made DDP Village-Neuf (Incoterms 2020) to the place of receipt specified by KNF in the order.
- 5.2 The risks shall pass to KNF upon delivery of the products to the place of receipt specified by us.
- 5.3 The supplier shall be responsible for professional packaging, marking and labeling, in accordance with the legal provisions at the place of performance and any instructions of KNF.
- 5.4 The supplier shall be responsible for the declaration of the classes of goods in the freight documents in order to obtain the most favorable tariff rates. The supplier shall be liable for all costs arising from non-compliance with our instructions, unless he can prove that he is not at fault.
- 5.5 If we are unable to accept a delivery as a result of circumstances outside the normal operating risk (e.g. operational disruptions of any kind or force majeure) for which we are not responsible, the transfer of risk shall not occur until the reasons for the impediment have been removed and the products are available at the place of delivery. We are obliged to inform the supplier without delay if impediments of this kind have occurred or are expected to occur. In such a case, the penalties mentioned at 4.3 do not apply and the parties set together the conditions of subsequent delivery.
- 5.6 Invoiced packaging can be returned by KNF freight prepaid for crediting.

6. Warranty

- 6.1 The supplier warrants that the products are free from material defects and defects of title, have the warranted characteristics, and comply with the specifications stated in the order, the intended use, the latest state of the art, as well as the applicable legal and technical regulations, standards and guidelines. The regulations applicable to KNF as manufacturer at the place of performance shall also be complied with.
- 6.2 If the products do not have the contractually agreed quality or if they are defective for other reasons, our claims shall be governed by the statutory provisions as well as by the following provisions. KNF shall be entitled to demand from the supplier, at its option, remedy of the defect or replacement delivery (subsequent performance). In this case the supplier is obliged to bear all expenses necessary for the purpose of subsequent performance. In case of breach of warranty or other non-performance or poor performance of the contract, the supplier shall compensate KNF for any damage arising directly or indirectly therefrom, which shall also include the resulting damage of other affiliated companies of the KNF Group. Furthermore, in the event of a material defect or defect of title, KNF shall be entitled to reduce the purchase price or to withdraw from

the contract in accordance with the statutory provisions and shall have a statutory claim for damages and reimbursement of expenses.

- 6.3 If the supplier fails to meet its obligation to remedy the defect within a reasonable period of time set by us, we shall be entitled to remedy the defect ourselves and to demand reimbursement of the expenses required for this purpose and/or a corresponding advance payment from the supplier. If subsequent performance by the supplier has failed or is unreasonable for us (e.g. due to particular urgency, risk to operational safety, imminent occurrence of disproportionate damage), no deadline need be set.
- 6.4 KNF shall be entitled to legal claims for recourse within a supply chain without limitation in addition to the claims for defects and shall also apply if the defective goods have been further processed by KNF or one of its customers, e.g. by incorporation into another product, prior to their sale to a consumer.
- 6.5 The warranty period is 36 months, calculated from the transfer of risk. The period shall commence with the delivery of the products, whereby this period shall be renewed in the case of subsequent improvements and longer statutory limitation provisions shall remain unaffected.
- 6.6 We shall inspect the products in the incoming goods department for any obvious deviations in quality or quantity (visual inspection) and we will formulate our reservations to the carrier at the time of delivery. KNF shall give notice of obvious and hidden defects to the Supplier immediately after discovery.
- 6.7 Any changes to the specifications shall require our prior approval. In contrast, the release of samples or specimens shall not constitute a waiver of warranty claims.
- 6.8 The warranty shall also cover the actions of the supplier's suppliers, employees and other vicarious agents.

7. Product liability, indemnification

- 7.1 Irrespective of the claims based on defects, the supplier shall indemnify KNF upon first request against all claims of third parties which are attributable to defects of the product for which the supplier is responsible. This shall apply in particular to claims based on the culpable infringement of third party property rights at the place of delivery as well as at the place of destination of the end product known to the supplier.
- 7.2 If a product liability claim is asserted against us, the supplier shall indemnify us upon first request to the extent that the cause lies within the supplier's direct sphere of control and organization and the supplier itself is directly liable in the external relationship.
- 7.3 In this context, the supplier shall also be obliged to reimburse any expenses arising from or in connection with a recall carried out by us. We shall inform the supplier about the content and scope of the recall measures to be carried out - as far as possible and reasonable - and give him the opportunity to comment.
- 7.4 The Supplier shall maintain adequate liability insurance with a lump sum coverage of at least CHF 10,000,000.00 per personal injury and property damage with extended product liability protection. He shall provide us with evidence of the coverage upon request.

8. Retention of title

- 8.1 If we provide materials to the supplier, we shall retain title thereto. The materials provided shall be stored, designated and managed separately by the supplier free of charge. The materials provided may only be used to fulfill our orders. The supplier shall bear the risk of loss and deterioration of the materials provided. Processing or transformation of the provided materials by the supplier shall be carried out for us. The supplier and we agree that

we shall acquire (co-)ownership of the new or transformed item. The supplier shall store the new item carefully and free of charge.

- 8.2 We retain title to tools; the supplier is obliged to use the tools exclusively for the manufacture of the goods ordered by us. The supplier is obliged to insure the tools belonging to us at replacement value against fire, water and theft damage at his own expense. In case of damage, the supplier hereby assigns to KNF all claims for compensation arising from this insurance and commits to inform the insurance company of this assignment; KNF hereby accept the assignment. He shall be obliged to carry out any necessary maintenance and inspection work as well as all servicing and repair work in good time at his own expense.
- 8.3 The supplier is obliged to keep all illustrations, samples, templates, drawings, calculations and other documents and information received from us strictly confidential and to make them accessible to third parties only with our express written consent. We reserve all property rights and copyrights. Such documents are to be used exclusively for the contractual performance and are to be returned to us after completion of the contract. The confidentiality obligation shall continue to apply after the end of the business relationship between us and the supplier.
- 8.4 All forms of retention of title by the supplier shall be excluded; in particular, we shall remain authorized to resell the products in the ordinary course of business even before payment of the purchase price, subject to advance assignment of the claim arising therefrom.

9. Final provisions

- 9.1 All agreements between the parties shall be governed by French law, excluding the UN Convention on Contracts for the International Sale of Goods.
- 9.2 The courts at the registered office of the ordering company of KNF shall have exclusive jurisdiction for all disputes arising from or concerning this contract.
- 9.3 The supplier undertakes to comply with the 'KNF Code of Conduct', the 'KNF Quality Assurance Agreement' and the 'KNF Material Compliance Standard'.

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