

Terms and Conditions of Sale

ARTICLE 1 – SCOPE

1-1. In accordance with the legislation in force, the Terms and Conditions of Sale (hereinafter the "ToS") of products (hereinafter the "Products") or services (hereinafter the "Services") of MC3 Logistique are the sole and exclusive basis for commercial negotiation with a Buyer located outside metropolitan France (hereinafter the "Buyer"), hereinafter referred to collectively as the "Parties".

1-2. In the absence of a written agreement, any order received implies the Buyer's full acceptance of MC3 Logistique's ToS and its full and complete adherence to these ToS, which take precedence over any other document from the Buyer, and in particular over any Terms and Conditions of Purchase.

Consequently, when the Buyer places an order, this implies the latter's full acceptance of these ToS, unless MC3 Logistique grants the Buyer special conditions in writing.

1-3. The fact that MC3 Logistique does not take advantage, at any given time, of one or more of the provisions of these ToS, shall not be considered a waiver, as MC3 Logistique remains free to demand their strict application.

ARTICLE 2 – LEGAL AND REGULATORY AUTHORIZATIONS

2-1. The Buyer shall obtain from the competent authorities all the official documents necessary for acquisition of the Products as well as the necessary authorizations for import at the place of shipment and, where applicable, transit to the final destination.

2-2. MC3 Logistique reserves the right to ask the Buyer before any sale for all currently valid official documents attesting that it is authorized to receive the Products.

2-3. The Buyer is responsible for the nature and quantity of Products it orders, in particular with regard to the maximum quantities it is authorized to receive or store in its own warehouses.

2-4. The Buyer agrees to comply with the laws and other legal texts applicable in the territory where the goods will be received.

2-5. If the Buyer fails to uphold any of its obligations, the Buyer alone shall bear all costs incurred.



ARTICLE 3 – OFFER

3-1. An offer of Products or Services proposed by MC3 Logistique remains valid for the time period indicated.

3-2. With respect to the Products, the validity of the offer is subject to the shipping company upholding its own conditions and to the issuance of export and import permits by the competent authorities.

ARTICLE 4 – ORDERING

4-1. Placing an order implies the Buyer's full and unreserved acceptance of these ToS.

4-2. Orders received from the buyer or transmitted by the MC3 Logistique sales network will only be considered accepted if MC3 Logistique agrees to them.

4-3. In the context of transactions by Electronic Data Interchange (E.D.I.) which are operational and accepted by MC3 Logistique, the Buyer may place their order through E.D.I.

4-4. The date on which the order is accepted will constitute the starting point for the contractual obligations of MC3 Logistique, and for the contractual delivery deadlines for the products specified in the order.

4-5. The order is personal to the buyer and cannot be transferred without the agreement of MC3 Logistique.

4-6. Orders sent to MC3 Logistique are final for the Buyer, unless otherwise accepted by MC3 Logistique.

4-7. Any request for modification or cancellation of the order by the Buyer can only be taken into consideration if it is received in writing by MC3 Logistique before the Products are shipped. In the event that the Buyer modifies the order, MC3 Logistique will be released from the deadlines agreed for its execution.

ARTICLE 5 – PRICES

5-1. The prices of the Products and Services are set before tax.

5-2 The prices of the Products are as listed in INCOTERMS CCI 2010 defined in the order.

5-3. Goods are invoiced at the rate in force on the day of order shipment.



5-4. The minimum invoice amount is 1500 euros excluding VAT, for a single delivery, in a single place, and a single invoice. For orders below this amount, a 25 euro processing fee will be systematically applied.

5-5. As prices are set according to current economic conditions, MC3 Logistique reserves the right to modify them at any time, subject to informing the Buyer, particularly in the event of fluctuation in these conditions or to take account the general evolution of prices, competition, production costs for Products, or in the event of an increase in the cost of raw materials and/or the cost of transport. Any change in the price shall apply immediately on the date indicated on the new price list.

5-6. Subject to certain taxes which are not the responsibility of the export customer, namely the Ecotax and the Sorecop, all taxes and fees originating on or outside French territory are the responsibility of the Buyer.

ARTICLE 6 – BILLING AND PAYMENT

6-1. At least one invoice will be issued per delivery. The date of the invoice issued by MC3 Logistique for the Products is considered the starting point for the date on which payment is due.

6-2. MC3 Logistique's invoices are payable according to the terms of payment specified on the invoice, unless otherwise stipulated, but always in accordance with article L.441-6 of the French Commercial Code as amended by Ordinance n°2017- 484 of 6 April 2017.

6-3. If payment is made at fixed intervals, the average payment period shall not exceed 60 days net.

6-4. Payment is made by cash, check or bank transfer within 10 days of delivery. In accordance with article L.512-8 of the French Commercial Code, payment by promissory note will only be possible when it has been expressly provided for and accepted by MC3 Logistique and mentioned on the invoice. If this method of payment has been chosen, if the promissory note does not reach MC3 Logistique within 30 days of the invoice being sent, MC3 Logistique will issue a bill of exchange which the Buyer is then required to accept in accordance with the conditions set out in the penultimate and final paragraphs of article L.511-15 of the French Commercial Code.

6-5. Any sum not paid on the due date will render all remaining sums due payable immediately, whatever the method of payment provided for, and will incur penalties for the Buyer set at a minimum of three times the legal interest rate, at the applicable rate indicated on each sales invoice. In the event that full payment is not made on the due dates agreed between the parties, MC3 Logistique reserves the right to take back the goods delivered and cancel the contract. For any delay exceeding 15 days, a minimum fee of 115 euros excluding tax will be billed. In case of dispute, only the Commercial Court of Bobigny is competent.



6-6. Pursuant to article L.441-6 of the French Commercial Code, these penalties are payable in full upon receipt of the notice informing the Buyer that MC3 Logistique has charged them. Non-payment of a bill of exchange on the due date shall render amounts due to MC3 Logistique's payable.

6-7. In addition to the late payment penalties, any sum, including the deposit, not paid on the due date will automatically incur a fixed penalty of 40 euros for collection costs under Articles 441-6, I paragraph 12 and D. 441-5 of the French Commercial Code.

6-8. In the event of a payment incident, the Parties agree that their reciprocal claims for sums of money shall be offset automatically and without formality, whether or not the conditions for legal set-off are met.

ARTICLE 7 – DELIVERY CONDITIONS – INCOTERMS

7-1. The delivery may be made by a shipping company.

7-2. Risks are transferred for the goods sold by MC3 Logistique in accordance with the defined incoterms.

7-3. In the case of damaged products or missing items, it is the Buyer's responsibility to file a complaint to the shipping company. Any product for which the Buyer has not filed a complaint by registered letter with acknowledgement of receipt within three days, not including public holidays, following receipt from the shipping company, in accordance with article L.133-3 of the French Commercial Code, a copy of which shall be sent simultaneously to MC3 Logistique, will be considered as accepted by the Buyer.

7-4. Without prejudice to the measures to be taken by the Buyer with regard to the shipping company as described in article 7-3, in the event of apparent defects, non-conforming products or missing items, any claim relating to the products delivered will only be accepted by MC3 Logistique if it is made by registered letter with acknowledgement of receipt within 5 days of receipt of the products. It is the Buyer's responsibility to provide all necessary proof of the defects, anomalies, non-conformity or shortages observed. No goods may be returned by the Buyer without the express written agreement of MC3 Logistique. The Buyer can then only request replacement of the non-conforming goods or for the missing goods to be sent or for a refund of the aforementioned products, and may not claim any compensation or damages.

7-5. The unconditional acceptance of the goods ordered by the Buyer includes any apparent defect and/or shortage. All complaints must be confirmed in accordance with the above conditions. A complaint by the Buyer does not suspend payment for the goods in question. MC3 Logistique shall not be held liable in any way for events during transport, destruction, damage, loss or theft.



7-6. In the event of non-payment in full on the due date, after formal notice without effect within forty-eight hours, MC3 Logistique reserves the right to suspend all current and/or future deliveries.

ARTICLE 8 – DELIVERY TIMES

8-1. Delivery times are provided for information purposes only; they depend on various factors including the availability of the shipping company, the order in which orders arrive and available stocks of Products as well as, where applicable, the availability of port infrastructures.

8-2. MC3 Logistique will endeavor (i) to respect the delivery times indicated upon acceptance of the order, in accordance with the standard logistical timeframe, and (ii) to execute the accepted orders, except in the case of force majeure, as defined in article 16, subject to compliance by the Buyer with the terms of payment and generally with its obligations under these ToS.

8-3. Unless MC3 Logistique has given prior and express permission, delays in delivery do not justify cancellation of the order or give rise to penalties or compensation.

ARTICLE 9 – RECEPTION AND WITHDRAWAL OF GOODS

9-1. The Buyer agrees to collect or receive, as the case may be, the Products on the scheduled date and in accordance with the sales incoterms as defined.

9-2. For sales under the ex works (EXW) incoterm, the Buyer who collects Products from MC3 Logistique's warehouses or factories must make a prior express request and agrees to comply with the regulatory requirements. MC3 Logistique can refuse collection of merchandise if regulations are not followed.

ARTICLE 10 – UNLOADING AND STORAGE OF GOODS

10-1. Whether or not the shipping company participates in unloading, the responsibilities and risks borne by the Buyer are defined according to the incoterms provided.

10-2. The Products must be stored indoors in a cool, dry place.

ARTICLE 11 – EXPORT CONTROL AND FOREIGN TRADE DATA (supplier/intermediary/CGA clause) (clause relative à la relation fournisseur/intermédiaire/CGA)



11-1. The supplier shall comply with all applicable national and international customs and foreign trade regulations and obtain the required export permits, unless the applicable foreign trade law requires the Buyer or a third party to apply for such permits in lieu of the supplier.

11-2. The supplier shall provide the Buyer immediately in writing, and no later than two weeks after the order is placed and in the event of changes, with all information and data required by the client to comply with the applicable customs regulations and foreign trade law for export, import and re-export.

These include:

- the dual-use goods and technology nomenclature number including the Export Classification Number provided on the U.S. Commerce Control List (ECCN),
- the statistical and tariff nomenclature number derived from the HS (Harmonized System) code,
- the country of origin (non-preferential origin) and, if requested by the client, the supplier's declaration of preferential origin (for European suppliers) or the preferential origin certificate (for non-European suppliers). Proof of preferential origin and conformity declarations and marks from the country of origin shall be submitted freely.

11-3. If the supplier breaches their obligations under article 11.1, they are responsible for all expenses and damages incurred by the Buyer as a result, unless they are not liable for the breach.

ARTICLE 12 – RETENTION OF PROPERTY / TRANSFER OF RISK

12-1. MC3 Logistique retains ownership of the Products until the price and all related accessories have been paid in full, including any late payment interest that may be due.

12-2. During the entire period of retention of ownership, the Buyer shall not pledge the Products and packaging, modify them, sell them, damage them, deface them or transfer them by way of guarantee.

12-3. The Buyer agrees to take all necessary steps to ensure that the Products are identified as being the property of MC3 Logistique by maintaining the Products' identification in good condition.

12-4. Any clause to the contrary, in particular inserted in the Terms and Conditions of Purchase, is null and void. By express agreement, MC3 Logistique may enforce its rights under the present retention of property clause for any amounts due, on all the Products in the Buyer's possession, these Products being contractually presumed to be those which are unpaid. MC3 Logistique may take them back or claim them as compensation for all future unpaid invoices, without prejudice to its right to cancel current sales.



12-5. Notwithstanding the foregoing, the risk of loss or deterioration of the Products as well as any damage they may cause shall pass to the Buyer, in accordance with the Incoterm identified in the order, as soon as they are delivered to the Buyer.

ARTICLE 13 – FINAL DESTINATION OF GOODS

13-1. The Buyer hereby certifies that it is in full compliance with all national and international export control regulations and economic and financial sanctions.

13-2. The Buyer certifies that neither the receipt, transportation, delivery, use nor resale of the goods will result in a violation of any export control regulations or sanctions or prohibitions imposed by the United Nations, the United States, the European Union or any national governmental authority concerned with the execution of the commercial transaction.

This includes without limitation any restrictions on the goods, the place of use or transit, the intended end use, any intermediate recipient, the Buyer or end user or any other person (including organizations) involved or with an interest in the transaction or the goods.

13-3. In the event of a change in the final destination, the Buyer agrees to inform MC3 Logistique of the new destination.

13-4. The Buyer irrevocably agrees to indemnify the seller for any loss, damage, claim, fine and costs, including reasonable legal and attorney's fees, which may arise or result from the breach of this clause.

ARTICLE 14 – LIABILITY

14-1. With regard to the Buyer, MC3 Logistique shall be liable, under the conditions of common law and within the limits set out below, for any negligence, error or fault that it may commit in the execution of these terms and conditions of sale.

14-2. MC3 Logistique may only be held liable in the event of non-performance or total or partial breach of its obligations under the terms of this agreement.

14-3 MC3 Logistique's liability is excluded for any damage resulting from force majeure, defective storage conditions, hidden defects in the Product not known to MC3 Logistique, inappropriate use, normal wear and tear, as well as for damage resulting from the Buyer's fault or negligence.

14-4. MC3 Logistique shall not be held liable for any damage caused to goods and related to use of the Product by the Buyer or their customers.



14-5. MC3 Logistique shall not be held liable for the consequences of the Buyer's failure to comply with the legislation in force regulating the use of the Products it sells.

14-6. MC3 Logistique shall not be held liable for the consequences of the Buyer's failure to comply with national and international regulations in force concerning export controls and economic and financial sanctions.

14-7. The Buyer agrees to indemnify MC3 Logistique and release it from any liability against any claim, cost or damage arising from abnormal, improper or non-compliant use of the Products, negligence, any breach of these ToS or any fault on the part of the Buyer, including but not limited to the storage of the Products in unsuitable conditions and the use of the Products in conditions or for purposes other than those for which they were intended.

14-8. Technical recommendations given to the buyer free of charge shall not incur the liability of MC3 Logistique.

ARTICLE 15 – INTELLECTUAL PROPERTY

15-1. The Buyer agrees to respect all intellectual property, skill, manufacturing process and business secret rights of MC3 Logistique, in particular with regard to trademarks, designs and models, and in general, all other rights held by MC3 Logistique.

15-2. The Buyer is not the owner of any intellectual property rights relating to the Products. The Buyer shall not, under any circumstances and for any reason whatsoever, modify the intellectual property rights or trademarks relating to the Products, nor seek or obtain any legal protection for any element of any nature whatsoever in connection with the Products.

15-3. The Buyer shall refrain from acting in a way that might infringe on the intellectual property rights of MC3 Logistique as described above. Insofar as certain Products and/or elements contain or constitute information that is protected by MC3 Logistique, particularly in terms of business secrecy, the Buyer may not assign, transfer, entrust, make available or sell these elements to third parties without the express agreement of MC3 Logistique.

15-4. The buyer agrees to inform MC3 Logistique of any action or claim by a third party concerning the intellectual property rights relating to the Products and of any infringement on the intellectual property rights relating to the Products by third parties and to assist in any legal proceedings that may be taken against the perpetrators or accomplices of such infringements.

ARTICLE 16 – FORCE MAJEURE

16-1. MC3 Logistique shall not be held liable for not executing its obligations if this is caused by force majeure.

16-2. Force majeure is defined as any event preventing the total or partial execution of the order which could not be overcome despite normal and reasonable diligence on the part of



MC3 Logistique or its substitutes. The following non-exhaustive list shall be considered force majeure: machine breakdowns, accidents affecting the production, storage, marketing or transport of goods, as well as fire, flooding or other natural disasters, strikes, riots, acts of violence or terrorism, states of war and all other similar events, impossibility of obtaining raw materials, legislative or regulatory changes, epidemics or disruption of supplies due to causes not attributable to MC3 Logistique's suppliers.

16-3. In such circumstances, MC3 Logistique shall notify the Buyer in writing, in particular by fax or e-mail, as soon as possible of the occurrence of the event, which fully suspends the contract binding MC3 Logistique and the Buyer without compensation as of the date on which the event occurred. The delivery period is then extended for the duration of the force majeure.

16-4. If the event lasts for more than 30 days from the initial date of its occurrence, the contract concluded between MC3 Logistique and the Buyer may be terminated by MC3 Logistique, without the Buyer being entitled to claim damages.

ARTICLE 17 – TERMINATION

17-1. MC3 Logistique has the right to terminate the agreement with the Buyer at any time, effective immediately, without judicial authorization, without notice of breach and without paying compensation for damages, in the following cases:

(i) if the Buyer, despite a written notice of breach in which a correction period of at least seven calendar days is observed, remains in breach of timely compliance with one or more obligations under the agreement (in particular, payment of invoices),

(ii) cessation of payments or (declaration of) bankruptcy by the Buyer,

(iii) liquidation or interruption of the Buyer's business,

(iv) if (any part of) the Buyer's property is seized,

(v) if the Buyer refuses to make an advance payment or to provide other guarantees requested by MC3 Logistique, or

(vi) if MC3 Logistique has reasonable grounds for believing that the Buyer will not comply with its contractual obligations.

17-2. In the event of termination, MC3 Logistique reserves the right to claim compensation for all costs and damages incurred by MC3 Logistique and all claims of MC3 Logistique against the buyer will become immediately due and payable. If at the time of termination any part of the agreement has already been executed (e.g. shipment of the sold goods), MC3 Logistique will have the right to terminate the entire agreement and to recover everything that has already been delivered or executed.



ARTICLE 18 – APPLICABLE LAW / JURISDICTION

18-1. MC3 Logistique's address is at its registered office.

18-2. All clauses in these ToS and all purchase and sale transactions referred to herein are subject to French law.

18-3. Any dispute shall be governed by French law, to the exclusion of the Vienna Convention on the International Sale of Goods and any other law.

18-4. Any dispute relating to the application of these ToS and their interpretation, validity, execution and the sales contracts that they govern concluded by MC3 Logistique or the payment of the price, will be brought before the Commercial Court of Bobigny, including in the event of a guarantee appeal or multiple defendants. Bills of exchange do not replace and are not exempt from this jurisdiction clause.

18-5. In the event that the Buyer is sued by third parties in another jurisdiction, the Buyer hereby waives the right to call the Seller as guarantor in any other jurisdiction.

ARTICLE 19 – MISCELLANEOUS PROVISIONS

19-1. If MC3 Logistique does not fulfill any one of its obligations, this shall not result in the immediate termination of any relationship by the Buyer, which would, for example, result in the cancellation of orders in progress and/or the cancellation of sale of goods already delivered.

19-2. The fact that MC3 Logistique does not invoke any of the clauses of these ToS at any given time may not be interpreted as a waiver of the right to invoke each of the stipulations of these ToS at a later date.

19-3. If any of the paragraphs or clauses of these terms and conditions of sale should become invalid or unenforceable, the remainder of the terms and conditions of sale shall remain in force, unless the invalidated obligation is an essential obligation, the removal or cancellation of which would prevent the continuation of these terms and conditions of sale in full.

19-4. For the references and in the territories where it is applicable, MC3 pays the Ecotax (WEEE).

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