

GENERAL TERMS AND CONDITIONS OF SALE

ARTICLE 1 – SCOPE

These General Terms and Conditions of Sale constitute, in accordance with Article L 441-1 of the French Commercial Code, the sole basis for the commercial relationship between the parties and shall apply as of 1st April 2024. They seek to define the conditions under which DIFAC («The Supplier») provides its range of products («The Products») to Buyers («The Buyers or Buyer») who request them by direct contact or through a paper-based order. These General Terms and Conditions of Sale as well as the enclosed pricing lists, discount and rebate schedules, are expressly approved and accepted by the Buyer, who hereby declares and acknowledges that it is perfectly aware of them, and accordingly, waives its right to invoke any document to the contrary, and in particular, its own terms and conditions of purchase. In accordance with the regulation in force, these General Terms and Conditions of Sale shall be systematically communicated to any Buyer who so requests, to allow such Buyer to place an order from the Supplier. They are also communicated to any distributor (excluding wholesalers) prior to the conclusion of a single agreement specified in Articles L 441-3 et seq. of the French Commercial Code, within the statutory time frames. Any order for Products implies the Buyer's acceptance of these General Terms and Conditions of Sale and the terms of use of the Supplier's website for online orders. The information in the Supplier's catalogues, prospectuses and rates are given for information only and may be changed at any time. The Supplier has the right to make any changes that it considers necessary. Furthermore, the Supplier may have to draw up category-specific General Terms and Conditions of Sale, that may deviate from these General Terms and Conditions of Sale, depending on the type of customer concerned, determined on the basis of objective criteria. In such case, the Category-specific General Terms and Conditions of Sale shall apply to all operators that meet such criteria.

ARTICLE 2 – OPENING OF CUSTOMER ACCOUNTS

Customer accounts shall be opened on condition that the Supplier receives and verifies the following documents:

- The duly completed customer account opening form
- French business incorporation document (KBIS) issued less than three months ago
- Bank account details bearing the name of the customer's company on signed headed paper
- The Suppliers General Terms and Conditions of Sale initialled and signed.
- LCR form, if relevant to this type of payment
- Tax document stating any special tax regime, if relevant

The Supplier reserves the right to demand any additional information required to confirm the customer account. No order shall be processed without the prior confirmation of the customer account contingent on the receipt and review of the requested documents.

ARTICLE 3 – PRICES

The products shall be supplied at the rates indicated and validated on confirmation of the transmitted order by the Supplier. This rate, which is firm and non-adjustable during the validity period, indicated on the order, corresponds to the rate applicable at the time of shipping the relevant order. The prices are quoted without tax, ex-warehouse, packaging included and excluding any special packaging. All levies, taxes, duties and other services payable under French law, or the law of an importing or transit country, shall be payable by the buyer. The amount for free shipping applies in accordance with the terms presented on our pricing lists. For any orders below the minimum amount, a flat fee of €36 ex. VAT shall apply as shipping costs. Where the Supplier and the Buyer have agreed by contract on a cycle of orders, with regard to both the quantities and the applicable rates, the rates shall be guaranteed for a maximum period of six months. Beyond this period, in the event of a new cycle of orders agreed by contract, if the Supplier has increased its rates, the new orders will be invoiced on the basis of the new rates in force. The Supplier may have to change the product prices, without notice, during the year depending in particular on price trends, customer demand and the wider economic climate.

ARTICLE 4 - ORDERS

An Order is understood to be any order for the Supplier's products, indicated on its price lists, and accepted by the Supplier. The order becomes binding on the Buyer after it is directly sent to the Supplier, either through a representative or through a remote processing system made available to the Buyer or by email to adv@difac.com. All orders must include the references of the items listed in the Supplier's catalogue. Sales shall only be final after the Supplier expressly accepts the Buyer's order in writing, specifically verifies the availability of the products requested, and sends a confirmation email. The data recorded in the Supplier's IT system constitutes proof of all transactions concluded with the Buyer. In the event of immediate unavailability of products, a price discrepancy between the Buyer's order and its usual price list, or when the Buyer's order does not reach the carriage-paid rate to which the latter is subject, the order will require an approval note (Bon Pour Accord) signed by the Buyer. The order will not be confirmed without this approval. If there is no price on the Buyer's order, the current price will be applied. The Supplier has electronic resources for orders (including acceptance and confirmation) which allow the Buyer to order the products rapidly and conveniently. The Supplier reserves the right to decide on the total or partial termination of the orders depending on the availability of the products concerned on the scheduled delivery date. In the event of partial termination of the order by the Supplier, the customer is required to send an approval note for such new order within a maximum period of forty-eight hours. After this period, the order will be considered void. The Buyer cannot decide on the termination or modification of confirmed orders without the Supplier's express, written consent. The Buyer cannot unilaterally decide to assign its order to another Buyer, without the Supplier's agreement. The Supplier reserves the right to interrupt or abandon the marketing of a product listed in its catalogues and prospectuses or to make any change related to technical upgrades that it deems useful for its products, without being obliged to modify the products previously delivered or in the process of being ordered. To be able to satisfy its customers, the Supplier urges them to notify it as soon as possible of any project likely to generate exceptionally large orders.

ARTICLE 5 – DELIVERY / SHIPPING

Delivery times depend on the availability of the products ordered and are purely indicative. Any shortening or extension of the announced delivery times, can neither lead to the termination of the orders in progress, withheld payments, nor refusal to accept the goods at delivery and shall not create entitlement to damages and penalties. In the event that one or several ordered

products are out of stock, the Supplier is authorised to make a partial delivery of the products available. As the shipping cost is borne by the Supplier in the event of carriage paid being exceeded, the latter may unilaterally decide to postpone shipment of the products until the total quantities of the same reference are available. In any event, the delivery shall only take place if the Buyer has fully complied with all its obligations with regard to the Supplier. The products are deliverable to the places agreed between the Buyer and the Supplier according to the terms defined when placing the order. If the Buyer wants delivery to multiple addresses, each delivery must meet the minimum order condition indicated on our price lists, otherwise a flat fee of €36 ex. VAT shall be applied to each delivery that does not meet this condition. Regardless of the shipping conditions and terms of payment, the goods shall travel at the Supplier's risk. The addressees are responsible for implementing the appropriate procedures to obtain compensation from carriers in the event of any injury they may suffer due to loss, damage or delays. It is recalled that the addressees must, in order to safeguard their rights in the event of damage, total or partial loss, the disappearance of all or part of the goods, due to theft or any other cause, issue precise, justified reservations upon receipt of the delivery slip and confirm the latter with the carrier within the time frames and according to the procedures provided by French law (Art L133-3 of the French Commercial Code) for domestic transports, or international conventions (Convention on the contract for the international carriage of Goods by Road, known as CMR, etc...) for international transports. The delivery of goods shall be deemed compliant with the accepted order unless the Buyer transmits an express, specific and reasoned complaint to the Supplier, within seven days following the receipt of the goods.

ARTICLE 6 – RETURNS

Any return of goods remains an exceptional practice granted by the Supplier. Acceptance of potential returns cannot be considered as evidence of a systematic and organised agreement between the Supplier and the Buyer. Any return of goods shall be subject to the Supplier's prior written acceptance, in principle and in terms and conditions. The costs and risks of the return shall be borne by the Buyer, except for deliveries that are not compliant with the order due to the Supplier's fault. The return of products that have been specifically manufactured for or ordered by a customer, whether customised or not, shall not be accepted by the Supplier. Products with a Best Before Date (BBD) cannot be returned. Where the Supplier has approved the return of goods following an order error by the Buyer, notified in advance within a maximum period of one month after receipt of the products at the address sav@difac.com, the goods returned as new, in perfect condition and in their validated original packaging, after qualitative and quantitative verification of the goods by the Supplier, will be the subject of a non-refundable credit note to the Buyer for an amount equal to the purchase price less a minimum discount of 20%. The Buyer shall fully and exclusively pay for the return shipping costs. Where the Supplier has approved the return of goods for any other reason, notified in advance within a maximum period of one year after receipt of the products at the address sav@difac.com, the goods returned as new, in perfect condition and in their validated original packaging, after qualitative and quantitative verification of the goods by the Supplier, will be the subject of a non-refundable credit note to the Buyer for an amount equal to the purchase price less a minimum discount of 20%. The Buyer shall fully and exclusively pay for the return shipping costs. Any goods taken back shall be offset by an order corresponding to twice the initial value of the returned goods in order to benefit from the credit note. Any product returned without this agreement will be made available to the buyer at the storage place indicated by the Supplier, for a period of 60 days, without giving rise to the issue of a credit note. After this period, the goods shall be considered as abandoned by the Buyer and the Supplier will be free to dispose of them at its convenience without the need for any compensation. In the event that the abandoned products need to be destroyed or reprocessed, the Supplier will invoice the Buyer for the service to the nearest euro.

ARTICLE 7 – BILLING / TERMS OF PAYMENT

Invoices are issued on the products' shipping date. In a CSR approach and in accordance with ordinance No. 2021-1190 of 15 September 2021, the invoice shall be sent by email, unless the customer objects to the opening of the account, on the Monday following its issue. All invoices are payable in cash to the Supplier's head office. Payments made by the Buyer shall only be considered final after effective receipt of the sums due by the Supplier. By default, the payment term is 45 days net of the invoice date, except in the event of lack of credit cover (see Article 9). At any rate, the terms of payment between the Supplier and the Buyer cannot exceed 60 days net of the invoice date or 45 days end of month in accordance with the provisions of Article L.441-10 of the French Commercial Code. At export, the payment time between the Supplier and the Buyer cannot exceed 90 days net of the invoice date in accordance with the Supplier's internal policy and the conditions of the credit insurer conditions appointed by the Supplier. Payment can be made by:

- promissory note / letter of exchange
- bank transfer

Where the payment generates banking fees, the Buyer undertakes to bear half of these fees by selecting the corresponding option at the time of confirming the payment order on its banking website. In the event of deferred or forward payment, as defined in article one, payment refers not to the remittance of a bill of exchange, but to its settlement on the agreed date. The remittance of a bill of exchange or any other instrument, creating an obligation to pay, does not constitute payment. Failure to pay a single bill of exchange or invoice shall result in the forfeiture of the term of payment and shall render all the Supplier's claims on the Buyer immediately due and payable, even those that are not yet due. Pursuant to law No. 2008.776 of 04 August 2008, in the event of late payment with respect to the date on the invoice, a penalty calculated at a rate equal to three times the legal interest rate will be applied by the sole arrival of the due date, and without the need for any prior formal notice. The interest on arrears owed by the Buyer shall run from the date of the originally agreed due date until the date of actual payment. Pursuant to decree No. 2012-1115 of 02 October 2012, a flat fee of 40 euros will also be applied and will become automatically due without the need for any reminder. The Supplier reserves the right to ask the Buyer for additional compensation if the collection costs effectively incurred exceed this amount, on presentation of the supporting documents. Compensatory damages intended to cover the costs of amicable or non-amicable recovery shall result in a surcharge, by way of a non-reducible penalty clause as provided by Article 1229 of the French Civil Code, fixed at a flat rate of 15% of the total debt. The Supplier may also consider the sale cancelled by operation of law in the event of non-payment forty-eight hours after a formal notice that remains unanswered. This termination will affect not only the current order but also all previous unpaid orders, whether delivered or in the process of being delivered and whether or not their payments are due. Similarly, the Supplier may consider these orders as suspended until payment of its claims. Unless the Supplier grants its express prior written agreement, and provided that the reciprocal claims and debts are certain, liquid and due, there can be no valid offset between any penalties for late delivery or non-conformity of the products ordered by the Buyer, on the one hand, and the sums owed by the latter to the Supplier for the purchase of the said products, on the other hand. Any order subject to the conditions of confirmed payment before shipping, must be paid within a maximum period of ten days. After this period, the order will be considered void.

ARTICLE 8 - REBATES - DISCOUNTS – DEL CREDERE COMMISSION

The Buyer may benefit from the discounts and rebates, immediate or deferred, listed in the Supplier's rates, depending on the quantities purchased or delivered by the Supplier at a single time and place, or on the frequency of its orders. They will be set out in a contract between the Buyer and the Supplier in a document entitled "End-of-year bonus and User Contract". Only the pre-VAT Turnover invoiced on the discount calculation date will be taken into account. The Buyer cannot assume that it will benefit from all the rebates and discounts granted as they have to be confirmed in writing by the Supplier before they are applied. Discounts for early payments are not accepted, unless otherwise provided by contract. Del credere commissions are not accepted, unless otherwise provided by contract.

ARTICLE 9 - CREDIT INSURANCE COVER/ GUARANTEES

In the event of customers without credit with the credit insurance company appointed by the Supplier, the latter may demand cash payment by bank transfer during the first year of collaboration prior to the execution of the orders received. These terms may be negotiated from the second year of collaboration. In the event of a reduction in or withdrawal of the customer's credit by the credit insurance company appointed by the Supplier, the latter may require the provision of guarantees or cash payment by bank transfer prior to the execution of the orders received. In addition, the Supplier reserves the right at any time, depending on the risks incurred, to set a cap on the Buyer's outstanding debts.

ARTICLE 10 – FORCE MAJEURE

The Parties shall not be held liable if the non-performance or delay in the performance of any of their obligations, as described herein, results from a case of force majeure, as defined by Article 1218 of the French Civil Code, or from exceptional health or climatic hazards that are beyond the control of the Parties. The following shall be considered as events of force majeure: epidemics, pandemics, industrial actions, transport disruptions, energy and water shortages, fires, water damage, or any other event which results in the complete or partial destruction of the premises of the Parties, their inventories, finished products or supplies or which would result in the shut-down of its operations, and disruptive events impacting its suppliers and their production capacity. Similarly, decisions taken by public authorities in France or abroad that make it impossible to perform the contract, shall constitute exoneration of liability for the Parties. The Party noting the event must immediately inform the other Party of its inability to perform its service and provide justification thereof to the other party. The suspension of obligations shall not be a cause of liability for non-performance of the obligation in question, nor shall it lead to the payment of damages or penalties for delay. The performance of the obligation shall be suspended for the entire period of the force majeure if it is temporary and does not exceed 30 days. As a result, as soon as the cause for the suspension of their reciprocal obligations disappears, the Parties will implement their best efforts to resume as rapidly as possible the normal performance of their contractual obligations. To this end, the impeded Party shall warn the other of the resumption of its obligation by registered letter with request for acknowledgement of receipt or any extra judiciary instrument. If the impediment is permanent, the provisions hereunder shall be purely and simply terminated in accordance with the procedures defined in the "Contract termination" clause. During this suspension, the Parties agree that the costs incurred by the situation will be borne by the impeded party.

ARTICLE 11 - CONTRACT TERMINATION

In the event of termination for non-performance of a sufficiently serious obligation, the Party that is the victim of the default may, notwithstanding the Termination for failure of a party to fulfil its obligations clause set out below, notify the Defaulting Party by registered letter with request for acknowledgement of receipt, of the wrongful termination of the present contract, 15 days after formal notice to perform is served and remains unanswered, and this in application of the provisions of Article 1224 of the French Civil Code. It is expressly agreed between the Parties, in accordance with the provisions of Article 1344 of the French Civil Code, that the mere fact of an obligation becoming due, shall constitute valid formal notice against a debtor of an obligation to pay under the terms of this agreement. As the services exchanged between the Parties from the conclusion of the contract to its termination can only be useful through the full performance of such contract, they shall be restituted in full. Whatever the case, the injured Party may take legal action to file for damages.

ARTICLE 12 - NON-PERFORMANCE EXCEPTION

It is recalled that in application of Article 1219 of the French Civil Code, each Party may refuse to perform its obligation, even though it is due, if the other Party does not perform its own and if this non-performance is sufficiently serious, i.e. likely to jeopardise the continuation of the contract or fundamentally upset its economic balance. The suspension of performance shall take effect immediately upon receipt by the defaulting Party of the notice of default sent to it to this effect by the Party impacted by such default, indicating the intention to apply the non-performance exception for as long as the defaulting Party has not remedied the default noted, served by registered letter with request for acknowledgement of receipt or on any other durable written medium that can be used as proof of the transmission. This non-performance exception may also be used as a preventive measure, in accordance with the provisions of Article 1220 of the French Civil Code, if it is clear that one of the Parties will not perform its obligations on the due date and that the consequences of this non-performance are sufficiently serious for the Party affected by the default. This option shall be used at the risk of the Party taking the initiative. The suspension of performance shall be immediately effective upon receipt by the alleged defaulting Party, of the notification of the intention to apply the preventive non-performance exception until such time as the alleged defaulting Party performs the obligation in respect of which a future breach is manifest, served by registered letter with request for acknowledgement of receipt or on any other durable written medium that can serve as proof of the transmission. However, if the impediment is final or lasts more than one month from the recorded date of the impediment by registered letter, this contract would be purely and simply terminated according to the terms defined in the Termination for breach by a party of its obligations clause.

ARTICLE 13 – RETENTION OF TITLE CLAUSE

Pursuant to the provisions of the law of 12 May 1980 and Article L. 624-16 of the French Commercial Code, it is expressly agreed that the Supplier shall retain title to the goods delivered, from the time they are physically handed over, until effective payment of the full price, in principal and accessories. Any clause to the contrary shall be deemed unwritten. The Supplier shall be entitled to enforce the rights held under this retention of title clause for all claims, on all products in the Buyer's possession, the latter being conventionally presumed to be those unpaid and the Supplier shall thus be entitled to take them back or to claim compensation for all its unpaid invoices without prejudice to its right to terminate the sales in progress. As stipulated in Article 7 of these general terms and conditions of sale, if the Buyer fails to pay the price on the agreed due dates, the sale may be cancelled by operation of law forty-eight hours after a formal notice by registered letter with acknowledgement of receipt remains unanswered. The Buyer must then return the goods to the Supplier at its own expense. The goods, for which title is retained, shall be adequately identified from the marks used by the Supplier and placed on the delivered items, without the need for further justification of their provenance. However, as soon as the goods are delivered, the Buyer shall become the custodian as defined under Article 1928 of the French Civil Code. As the transfer of possession implies the transfer of risks, the Buyer shall be held liable for any deterioration or disappearance. The Buyer undertakes to take out an insurance policy at its own expense to cover the risks of loss, destruction or theft of the ordered products, even if resulting from an act of God or force majeure, until the complete transfer of ownership and to provide proof thereof to the Supplier on delivery. Failing this, the Supplier shall be entitled to delay delivery until such proof is presented. The said policy shall provide for the subrogation of the Supplier in the Buyer's right and the direct payment of the insurance compensations to the first named. The Supplier expressly reserves the right to reclaim the goods even in the event of the Buyer's receivership or liquidation. The Buyer is authorised, within the framework of the normal operation of its business, to resell the goods delivered and not fully paid for, on condition that the latter, as a simple custodian of the payments received, pays the corresponding sums as soon as they are resold, these being considered as pledged to the benefit of the seller in accordance with Article 2071 of the French Civil Code. The Buyer shall immediately inform the Supplier if the goods are seized by third parties. Any advance payment made by the Buyer shall be retained by the Supplier as a lump-sum compensation, without prejudice to any other actions that the Supplier may be entitled to take against the Buyer as a result.

ARTICLE 14 – APPLICABLE LAW / JURISDICTION

These General Terms and Conditions and the operations arising from them are governed by French law. They are applicable in mainland France, Corsica and in the French overseas departments and territories. They are drafted in French. In the event of their translation into one or several languages, only the French text shall have authority in the event of a dispute. Any dispute that may arise from this contract and the agreements arising from it concerning their validity, interpretation, performance, resolution, consequences and effects shall be submitted to the competent courts under ordinary law conditions.

ARTICLE 15 - GUARANTEE

The products are guaranteed, under legal conditions, for a period of two years, after their invoicing date, against any material or manufacturing defect. The warranty shall be excluded if the defect is due to normal wear and tear of the product, faulty maintenance or abnormal use, modification of the product not foreseen or specified by the Supplier, an external accident or a defect resulting from a case of force majeure as well as abnormal storage conditions on the Buyer's premises. The guarantee cannot be invoked for visible defects. The Buyer shall comply with Article 5. The Supplier's express written agreement is required, accordingly, the Buyer must contact customer service at sav@difac.com within a maximum period of two months after being notified of the claim. In all cases where it is exercised, the guarantee is limited to the full refund of the product concerned, in the form of a credit note, excluding any other costs, taxes, import duties, labour, travel expenses, charges or compensations.

ARTICLE 16 - PERSONAL DATA

The Supplier will process all the personal data collected from the Buyers in a computer. The data is saved in its Customer file and is required to process the Buyer's order. This information and personal data are also kept for security purposes, for compliance with legal and regulatory obligations. They shall be kept for as long as necessary for the execution of orders and any applicable warranties. The Supplier is the data controller. Access to the personal data shall be strictly restricted to the data controller's employees, authorised to process such data by virtue of their duties. The collected information may be communicated to third parties related to the company by contract for the completion of outsourced tasks, without the need for the Buyer's authorisation. In connection with the execution of their services, the third parties shall only have limited access to the data and shall use such data in accordance with the provisions of the applicable personal data protection laws. Apart from the cases stated above, the Supplier shall refrain from selling, leasing, assigning or giving third parties access to the data without the Buyer's prior consent, unless compelled to do so for a legitimate reason. If the data is to be transferred outside the EU, the Buyer will be accordingly informed and will be notified of the guarantees taken to secure the data (for example, adherence to the Privacy Shield agreement by the external service provider, adoption of the standard protection clauses validated by the CNIL (French Data Protection Authority), adoption of a code of conduct, obtaining a CNIL certification, etc.). In accordance with the applicable regulations, Buyers have the right to access, rectify, erase and transfer their data, and the right to object to the processing for a legitimate reason. They may exercise these rights by contacting the Customer Service Department at the following postal or email address: DIFAC S.A.S. 2 rue des Hérons, 67960 Entzheim or epi@difac.com. In the event of a complaint, Buyers may address their complaint to the Supplier's personal data protection officer to be contacted through the Supplier's Customer Service Department.

ARTICLE 17 - INTELLECTUAL / INDUSTRIAL PROPERTY

The Buyer shall, under no circumstances, authorise a third-party to use the Supplier's Trademarks and/or Intellectual Property Rights. The Buyer acknowledges that the Supplier has the right to inspect and control, free of charge, the Buyer's use of the Trademarks and/or Intellectual Property Rights, in order to ensure that the Buyer's use of the Trademarks and/or Intellectual Property Rights complies with the terms of these GTCS. The Buyer undertakes not to infringe in any way whatsoever the Supplier's rights to Trademarks and/or Intellectual Property Rights, and in particular:

- not to create, register or exploit, directly or indirectly, trademarks, signs, logos or any other intellectual property rights which are identical or similar or which may create any association or confusion whatsoever with the Products or the Trademarks or the Intellectual Property Rights,
- not to manufacture, arrange for the manufacture, import, export, promote, distribute, sell, offer for sale, directly or indirectly, or engage in any other type of transaction involving products that may infringe the intellectual property rights or other proprietary rights held by the Supplier over the Products, the Trademarks or the Intellectual Property Rights.

The photographs presented in all technical and commercial media are intended to provide sufficient information on our products, but are not contractual and the material shown does not necessarily include all the elements constituting them.

ARTICLE 18 - ANTI-COUNTERFEITING MEASURES

The Buyer warrants that it will not market any product that infringes the Intellectual Property Rights of third parties or the Supplier's Trademarks or Intellectual Property Rights. The Buyer undertakes to inform the Supplier immediately and in writing of any violation or infringement of the Supplier's Trademarks or Intellectual Property Rights of which it may become aware and to assist the Supplier in any action which the latter may deem necessary to remedy the situation.

ARTICLE 19 – SAFETY

In addition, the Supplier reminds the Buyer that products intended for consumers, or likely to be used by consumers even if not intended for them, must include, when the characteristics of said products so require, the instructions and precautions for use required by national, European or international regulations, and more specifically by European Directive 2001/95/EC of December 3, 2001 on general product safety. The Distributor shall refrain from making any modification, addition, deletion or concealment whatsoever to the Products, Product labels and notices, packaging (boxes or blister packs) and their labels or markings. The Buyer declares that he meets all applicable safety requirements, and in particular warrants not to supply consumers with products that do not meet these requirements. The Buyer acknowledges that, as a professional, it is solely responsible for complying with these legal obligations. The Supplier, may, under no circumstances be held liable for any breach by the Buyer of any of its legal obligations relating to consumer safety.