



GENERAL PROVISIONS – These general conditions of sales are in conformity with the best practices for precision machining services, realization and supply of mold bases, hereinafter called « Services ». They govern the contracts between KANTEMIR and the Customer. These general conditions of sales form the basis of the commercial relationship between KANTEMIR and the Customer (in accordance with the Article L441-6 of the French Commercial Code).

1. FORMATION OF THE CONTRACT

1.1. Customer's needs and specifications – Prior to the issuance of an offer by KANTEMIR, the Customer has the obligation and the responsibility to communicate the specifications of the Services to which he envisages the execution. He must define with precision and relevance his needs. The specifications must be sufficiently precise, adapted to the Services and informed to enable KANTEMIR to carry out a feasibility study and an offer.

The specifications must include:

- the 2D and 3D of the part to be manufactured, indicating dimensions and manufacturing tolerances;
- the definition of the material to be machined;
- the quantity of parts to be supplied.

Both parties undertake to respect the specifications. The Customer is solely responsible for the explicit choices (including materials and treatments) and any omissions in the specifications.

1.2. KANTEMIR's offer – All the elements of the KANTEMIR's offer are essential elements of the contract.

The offer is valid during the period mentioned (by default, 15 days from the date of issue of the quote).

1.3. Conclusion of the contract and application of these terms – Any execution of the Services can start only if the Customer issues a written order, accepted by acknowledgment of receipt by KANTEMIR. The order placement concluded between KANTEMIR and the Customer, responds by nature to the legal qualification of the contract.

1.4. Cancellation of the contract - Once formed, the contract cannot be canceled by the sole decision of the Customer. In the event of cancellation on the Customer's initiative, the Customer pays KANTEMIR the price of the works and services performed on the effective date of termination and pays a termination indemnity equal to 10% of the price of the works and services which will not be executed as a result of this termination. The deposit will be retained by KANTEMIR.

1.5. Modification of the contract - Any modification of the contract supposes a prior written agreement between the parties, whatever the cause and the object. This agreement will have to deal in particular with the consequences of the modification in terms of price and / or time of execution.

2. DELIVERY – PROPERTY - TRANSPORT

2.1. Transfer of risks – Unless otherwise agreed in the contract, KANTEMIR's Services are deemed to be sold ex-works. The transfer of risks and costs will be effected upon delivery, within the meaning of the International Chamber of Commerce Incoterm in the contract, the latest version in force at the time the offer is drawn up.

2.2. Retention of title - KANTEMIR retains full ownership of the goods covered by the contract until actual payment of the full price in principal and accessories. Failure to pay one of the due dates may result in forfeiture of the term. Deposit already paid will be retained by KANTEMIR as compensation.

2.3. Transportation damages, non-conformities and late delivery – In the case of missing or transportation damages, the Customer is obliged to proceed with the disputes and to formulate the caveats in the manner and within the time period applicable having regards with the nature of the contract involved.

In the event that the Customer considers all or part of the Services not in conformity with the contract, KANTEMIR must be notified within one month from the delivery of the Services. All non-conformities will need to be accurately listed, exhaustively and properly documented. If at the end of an adversarial procedure, KANTEMIR's liability is proven, it is strictly limited to the obligation to replace the non-conforming supply, excluding all damages and interests.

In no case, delays in delivery can engage the responsibility of KANTEMIR, nor be an excuse for the termination of the contract, nor give rise to penalties.

3. RESPONSABILITY – KANTEMIR's obligations only concern the compliance to dimensions and any technical data relating to the Services.

KANTEMIR's responsibility is limited to direct material damage to the Customer that results from faults attributable to KANTEMIR in the completion of the contract. KANTEMIR is not obliged to repair the harmful consequences of faults committed by the customer or third parties in connection with the execution of the contract. Under no circumstances

KANTEMIR can be required to pay compensation for any direct or indirect moral prejudice, such as operating, profit, commercial loss, etc.

4. PRICE AND PAYMENT TERMS

4.1. Price – The price of the Services sold is the price indicated on the KANTEMIR's offer. The price is in euros (EUR) free of tax. Consequently, the price will be increased by the VAT rate applicable on the invoicing date. Unless otherwise stipulated in the contract, no discount will be granted in the event of advance payment. Similarly, KANTEMIR does not grant discounts, rebates or deferred end-of-year rebates.

4.2. Means of payment - Unless otherwise agreed in the contract, the Services price is payable in euros (EUR) by bank transfer.

4.3. Due date - Unless otherwise agreed in the contract, the balance of payments takes place at the latest in a period of 30 days following the invoicing date (in accordance with the Article L441-6 of the French Commercial Code).

4.4. Late payments – Pursuant to the article L441-6 paragraph 12 of the French Commercial Code modified by the law n ° 2012-387 of March 22nd of 2012, any delay of payment will give rise to:

- The application of a late interest rate equal to the most recent refinancing rate of the European Central Bank plus 10 points.
- The application of a fixed allowance compensation of EUR 40.

In case of late payment, KANTEMIR may invoke the principle of walkaway and the forfeiture of the term, which result to the termination of the contract and the immediate payment of the receivables.

5. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

5.1. Drawings and documents – The Customer retains all the intellectual property rights attached to the technical studies, plans and documents. When such documents are communicated to KANTEMIR, they are given as a loan for use, for the only purpose of contributing to the formation and the proper performance of the contract.

5.2. Obligation of confidentiality – The parties mutually agree to a general obligation of confidentiality concerning any oral or written information, whatever the nature and the medium of that information (reports of discussion, drawings and models, electronic data interchange, activities, facilities, projects, know-how, products, etc.).

The obligation of confidentiality is binding on the parties for the duration of the project and, after the end of the project, for 5 years. Therefore, the parties undertake to take all necessary measures to ensure compliance with this obligation of confidentiality.

6. PERSONAL DATA PROTECTION – Each party undertakes to ensure its compliance and that of its subcontractors to the European General Data Protection Regulation (GDPR). For any information or exercise of his rights, the Customer can visit the KANTEMIR Data Protection Policy page (<https://www.kantemir.com/en/legal-mentions.20.html>) and contact our Data Protection Officer (DPO) by writing to dpo@kantemir.com.

7. VIS MAJOR – None of the parties can be held responsible for its delay or failure to perform any of its obligations under the contract if such delay or failure results from a case of force majeure, such as: social unrest (strikes), disturbances of public order (war, attacks ...), natural disasters, any imperative injunction of public authorities, operating accidents, machinery breakdown, explosion, computer bug. Each party will inform the other party of the occurrence of any case of force majeure of which it will be aware.

8. APPLICABLE LAW – The parties undertake to attempt to resolve their disputes amicably before bringing the matter before the competent Court.

The attempted settlement is deemed to have failed in the absence of a written agreement between the parties within 60 calendar days of the first notification of the dispute by the most diligent party, by registered letter with acknowledgment of receipt,

Only the French law, excluding its conflict of laws rules and the Vienna Convention on the International Sale of Goods of April 11th of 1980, is applicable to the contract and to these conditions. The Commercial Court of Lorient will have exclusive jurisdiction.