GENERAL TERMS AND CONDITIONS OF SALE (INTERNATIONAL)

The present general terms and conditions of sale ("Conditions) apply for any product which is manufactured by and/or any service to be performed ("Product") by LYNXEO FRANCE (hereinafter "Seller") for any person or entity which places an order to buy the Products (hereinafter "Buyer"). Any order implies the full and complete acceptance of these Conditions excluding all other Seller or Buyer's document previously communicated to the Buyer who has read and accepted them. Unless accepted in writing by an executive officer of Seller, any terms or conditions in Buyer's offer to buy as transmitted to Seller in the form of a purchase order or otherwise, which are different from or which purport to add to, modify, supersede or otherwise alter these Conditions, shall not be binding on Seller and will have no effect. No matter if drawings or instructions are given with the Products, no warranty is given. In case they are furnished, this is for indicative purpose only.

1 - Quotation - Purchase Order Quotations are valid for thirty (30) days and are subject to change at any time prior to acceptance by Buyer. Purchase orders are valid only when expressly accepted by the Seller ("Order").

2 - Prices Prices listed are EX-Works according to the Incoterms ICC Ed. 2020. Seller's plants and are subject to change without notice. Prices do not include the cost of standard Domestic Packing. Quantities may vary by +/- three percent (3%) between the ordered and delivered quantities and the Buyer shall not be entitled to make any claim therefore. The invoices shall correspond to the actual quantities delivered.

If, because of a drastic, unforeseeable and durable change in the economic conditions taken into account at the time the Order was entered into by the Parties, and which is beyond the control of either Party, Seller would then no longer be able to continue performance of the Order, the Parties would meet to define the adaptations to be brought to the Order which will enable them to reduce the effects of such a situation. Should after a period of six (6) months from the date of the request for adaptation of the Order sent by one of the Parties to the other, no agreement has been reached between the Parties, each Party may terminate the Order subject to the effects as defined in the article "Termination" of these terms.

3 - Contribution to the service charges for short lengths A short length is a length less than the "mini free of charge" of our pricing/rates. Delivery of short lengths is possible. However, it will be subject to additional flat-rate invoicing, in addition to cable billing.

4 - Payment Unless credit terms are explicitly authorized by Seller in writing, payments must be made by irrevocable letter of credit within two days, confirmed by a bank acceptable by Seller, payable upon presentation of shipping documents. If payments are made later than the due date, interest will accrue, after formal demand served by the Seller on the Buyer, at the BCE refinancing rate increased by ten (10) point, at the date of effectiveness of the Order, starting from the maturity date of payments until complete payment and a flat rate indemnity for the recovery costs for an amount of forty (40) euros. It is strictly forbidden for Buyer to make any compensation (or set-off) and/or deduction.

5 - Delivery - Shipment Seller will make all reasonable efforts to conform to the delivery schedule but in no event will Seller be liable for delays resulting from events of force majeure, as more fully described in article "Force Majeure" thereof. Unless otherwise stated in the Order, delivery will be Ex-Works. Risk of loss of Products shall pass to Buyer upon delivery. No liquidated damages for delay shall be accepted unless negotiated by the Parties prior to issuance of the concerned Order and they will be the sole and exclusive remedy available to Buyer in case of delay for which Seller is liable. In case of delayed delivery attributable to Buyer, Seller shall be entitled to invoice the payment due at delivery and the warranty period shall commence as if delivery had taken place on the initially agreed upon delivery date. Buyer shall pay Seller resulting storage costs and, as liquidated damages, an amount equal to ten percent (10%) of the price of the Products in compensation of the hedging and financing costs of the metal content of the Products incurred in connection with the postponement of the delivery date. Except as may be otherwise specified in the Order, Buyer shall provide and maintain Transit Insurance, with coverage for the full value of the Shipment(s). Insurance deductibles, if any, shall be borne by Buyer. If the Seller should agree to cause the Products to be shipped to Buyer's designated point of destination, then the shipment will be routed according to Seller's best judgement unless the Parties have otherwise agreed on a specific carrier, in which case transportation costs shall remain with Buyer. Claims for damage or loss while Products are in transit must be made against the carrier by Buyer by letter with acknowledgement of receipt within three (3) calendar days excluding public holiday, from reception of Products. Claims for shortages must be made within thirty (30) days after date of shipment of Products from Seller's plants. No Product shall be returned to Seller without Seller's prior written consent; in any case the costs and risks relating thereto shall be borne by Buyer. If Seller confirms the non-conformance of the Product, Buyer shall be entitled to a credit after the qualitative and quantitative verification of the returned Product. Subject to Seller's prior written consent, the Products may be inspected at Seller's factory at Buyer's cost and expense.

6 - Force Majeure Seller shall not be considered in default in the performance of its obligations hereunder, or be liable in damages or otherwise for any failure or delay in performance which is due to an event beyond Seller' reasonable control including, without limitation, strike, lockout, concerted act of workmen or other industrial disturbance (at the Seller or the Buyer or a third party provider on which the supply of Products depends), fire, explosion, flood or other natural catastrophe, civil disturbance, riot or armed conflict whether declared or undeclared, curtailment, shortage, rationing or allocation of normal sources of supply of labor, materials, transportation, energy, or utilities, accident, Act of God, delay of subcontractors or vendors, sufferance of or voluntary compliance with acts of government and government regulations (whether or not valid) including those as detailed in the article "Compliance", pandemics or epidemic disease, including any successive waves thereof. In the event of (i) a delay and/or (ii) any additional costs incurred by the Seller in the execution of the Order, arising from any of the above causes, the time of performance shall be extended by a period of time reasonably necessary to overcome the effect of the delay and/or the Parties shall discuss in good faith the reasonable cost compensation.
Any modification in REACH of the legal status of a substance included in an Article furnished by Seller (any new substance, subject to restriction, authorization, notification) and its consequences on the supply chain (shortage, delay, end of the production of the Article) is considered as a Force Majeure. As a result Seller's liability will not be engaged.

7 - Packing Packaging such as reusable wood drums will be put at the Buyer's disposal, free of charge, by the SELLER, for a twelve (12) month period following delivery. The drums may be equipped with geolocation technology as well as a rotation counter, and as such may be geolocated at any time by the Seller. The BUYER can, at any time after delivery, ask the SELLER to collect those drums. If such request by the BUYER has not been made after that above mentionned 12 month period, the BUYER will be deemed to keep the drums which cost will be charged to him according to the applicable price. Transfer of ownership of drums between the Parties will be effective on the date the invoice relating to those drums will have been fully paid by the BUYER to the SELLER. Notwithstanding the above, if during the collection of a drum by the SELLER, on BUYER's request, such drum including the geolocation technology, if any, is considered non reusable by the BUYER, the cost of this drum including the geolocation technology if any will be invoiced to the BUYER and the above stipulations will apply in the same way. Moreover, packaging bearing SELLER's trademark will be exclusively and only used for the Product and shall not, in any case, be used for other products. All costs or additional charges for packaging intended for export will be borne by the BUYER.

8 – IPR Ownership of drawings, bills of materials, flow diagrams, plot plans, details, specifications and other data prepared by Seller shall remain with Seller, except in the case of drawings, manuals, etc ..., if any, required to be supplied to Buyer hereunder. Drawings, manuals, etc ... so required to be supplied to Buyer shall be the property of Buyer, but Buyer agrees to use them solely for the purpose of facilitating, completing construction, maintenance, operation, modification, and repair of the Products supplied hereunder, and agrees not to disclose the same to third parties for other purposes without the written consent of Seller.
Seller agrees that it will, at its own expense and to the extent hereinafter stated, defend and hold Buyer harmless in any suit or proceeding insofar as the same is based on a claim that the Products furnished hereunder constitute an infringement of any existing patent filed in the European Union, provided Buyer gives Seller prompt notice of such suit or proceeding, permits Seller through its counsel to defend the same, gives Seller all necessary information, assistance and authority to enable Seller so to do, and refrains from making any admission and/or settlement without Seller's prior written consent. In case said Products are in such suit held to constitute infringement and the use of said Products is enjoined, Seller shall, at its own expense and at its option, (i) either procure for Buyer the right to continue using said Products or (ii) replace the same with non-infringing Products or (iii) modify them so they become non-infringing or (iv) remove said Products and refund the purchase price (at a price which is the sale price less depreciation based on fifteen (15) years straight-lined depreciation). The foregoing does not cover the cost of removing/replacing the Products and states Seller's sole obligation and liability in connection with intellectual property rights' infringement. This article shall not apply to any Products modified by Buyer, specified by Buyer or manufactured to Buyer's design, nor shall it apply to systems in which Buyer incorporates Products or combinations of the Products with other devices not supplied by Seller. Seller assumes no liability whatsoever for patent infringement arising out of the aforementioned equipment, combinations or systems.

9 - Warranties Seller warrants the Products manufactured by it to be free from defects in material and workmanship at date of delivery and for a period of one (1) year thereafter, under proper and normal use and service. Any remedy performed by Seller pursuant to this present article Warranties shall in no event extend the warranty period. The warranties and remedies set forth herein are further conditioned upon the proper receipt, handling, storage and installation of Products, upon the Products not being operated beyond their rating and, in all respects, having been operated and maintained in a normal and proper manner and not having been subjected to accident, alteration, abuse or misuse. If, during the applicable warranty period, the Products manufactured by Seller are found to have been defective when delivered, they will be repaired at Seller's factory or replaced without charge FOB named port of shipment, provided that Buyer gives Seller immediate written notice upon discovery of such defect. In no event shall Seller be liable for the expenses of removal and reinstallation of the defective Products or defective parts of the Products. Seller shall have the option of removing and reclaiming the Products at its own expense and of repaying to Buyer all sums received on account of the purchase price, in which event all liability of Seller shall terminate. No allowance will be made for repair or alterations made without the written consent of Seller, in which event all Seller's warranties shall be void and of no effect. All Seller's warranties of the products are expressly set forth in this present Article and are in lieu of any warranty of merchantability or of fitness for a particular purpose and other warranties of any kind, whether express or implied, in fact or by law, save for the implied warranties of seller's title, its right to transfer the products and the freedom thereof from encumbrance. Unless otherwise provided, Seller only warrants the Products for the use it has been designed for, and not for the use the Buyer intends to, even if Seller has been informed by Buyer of its purpose.
For the purpose of these Conditions, the term "Article" designates any Product that must comply with Regulation (EC) No. 1907/2006 and its Annexes so-called « REACH ». In compliance with REACH, Seller draws Buyer's attention that any substance (as such term is defined in REACH) as such, in preparation or in an Article, is or will be registered if required by REACH. In principle, the corresponding registration dossier covers and will cover the normal conditions of use of the substance as such, in preparation or in Article. Seller is not liable for any other use. In case of a consumer's request (article 33 §2 of REACH) concerning a substance as defined in articles 57 and 59 §1 of REACH and contained in an Article provided by Seller, Buyer will not be entitled to provide the consumer with the name of Seller or any element allowing its identification, unless required by applicable mandatory laws. All information and data provided in accordance with REACH by Seller about the substances themselves and/or the nature or use of substances incorporated in Article supplied under an Order are strictly confidential and may only be disclosed when strictly mandatory under REACH.

10 - Limitation of Liability Notwithstanding anything to the contrary contained in the Order, Seller's aggregate liability arising out of or in connection with an Order, which may be formed whether based on breach of contract, statutory warranty, indemnity, the law of tort or negligence, or otherwise, shall in no event exceed, in addition to the repair or provision of a replacement Product, twenty percent (20%) of the value of the concerned Order with respect to which any related claim may be made. This limitation of liability does not apply to corporeal damages.
Seller shall not be liable for any special, indirect, incidental or consequential damages of any kind in contract or in tort including but not limited to loss of use, data, profit, income, business, anticipated savings, reputation as well as financing costs or increase in operating costs. Beyond these limits/exclusion, Buyer waives any right of recourse against Seller and its insurer and will obtain the same waiver from its own insurer; Buyer will indemnify and will keep Seller and Seller's insurer free from any recourse if Buyer does not succeed in getting these waivers.

11 - Assignment Any Order between Seller and Buyer may be transferred or assigned by Seller in whole or in part to any subsidiary or affiliate of Seller or to any legal successor as a result of a legal reorganization, such as without being limited to, spin-off, merger or solvent amalgamation. Buyer shall in no event be entitled to claim any right of termination of any Order or to any indemnity whatsoever based on such assignment. Buyer may only transfer or assign in whole or in part the Order upon the prior written consent of Seller.

12-Termination Should Buyer be lead to terminate the Order or cancel any Order which may be formed subsequent to the issuance of Seller's quotation prior to their normal date of completion, notice of such termination shall be made in writing within sixty (60) days prior to the effective date of termination stating the reasons therefore. Seller shall be entitled to the payment of reasonable and proper termination charges which shall include a portion of the price reflecting the amount of work completed to date plus any additional expense incurred by reason of termination of Seller's agreements with its suppliers and subcontractors, including but not limited to, the financing costs related to raw materials in inventory, and as liquidated damages:
(i) if the quote or the Order is in USD, to an amount equal to the negative difference, if any, between the value of the metal content of the Products calculated using the LME price referred to in the quote or the Order as the case may be, and the value of the metal content calculated using the official LME USD cash price (i.e. for immediate delivery on the same date) on the date of termination, or in the case the quote or the Order makes no reference to an applicable rate for the determination of the value of the metal content, an amount equal to the negative difference, if any, between the value of the metal content of the Products determined using the official LME USD cash price prevailing on the effective date of the Order and the value of the metal content of the Products determined using the official LME USD cash price prevailing on the termination date,
(ii) if the quote or the Order is in EUR, an amount equal to the negative difference, if any, between the value of the metal content of the Products calculated using the LME price (expressed in EUR/T) referred to on the quote or the Order as the case may be, and the value of the metal content calculated using the official LME price on the date of termination and converted from USD /T into EUR as per the exchange rate of the European Central Bank (ECB 37) prevailing on the termination date, Or in the case the quote or the Order makes no reference to an applicable rate for the determination of the value of the metal content, an amount equal to the negative difference, if any, between the value of the metal content of the Products determined using the official LME cash price, expressed in EUR converted from USD/T into EUR as per the European Central Bank official exchange rate (ECB 37) prevailing on the effective date of the Order and the value of the metal content of the Products determined using the official LME price on the date of termination converted from USD/T into EUR as per the European Central Bank official exchange rate (ECB 37) prevailing on the termination date.
(iii) if the quote or the Order is neither in USD nor in EUR, an amount equal to the negative difference, if any, between the value of the metal content of the Products calculated using the LME price (expressed in EUR/T), referred to on the quote or the Order as the case may be, and the value of the metal content calculated using the official LME price on the date of termination and converted from EUR /T into CURR (CURR meaning the currency stipulated in the quote or in the Order) as per the exchange rate of the European Central Bank (ECB37) prevailing on the termination date. Should ECB 37 not be applicable, the exchange rates will be those prevailing on the date of effectiveness of the Order and those prevailing on the date of termination, Or in the case the quote or the Order makes no reference to an applicable rate for the determination of the value of the metal content, an amount equal to the negative difference, if any, between the value of the metal content of the Products determined using the official LME cash price converted from EUR /T into CURR as per the European Central Bank official exchange rate (ECB 37) prevailing on the effective date of the Order and the value of the metal content of the Products determined using the official LME price on the date of termination converted from EUR /T into CURR as per the European Central Bank official exchange rate (ECB 37) prevailing on the termination date. Should ECB 37 not be applicable, the exchange rates will be those prevailing on the date of effectiveness of the Order and those prevailing on the date of termination.

13 - Option to recover the Product All sales made hereunder are made subject to the condition subsequent of Buyer's payment of the price on time, failing which Seller has the option at its discretion to recover title to and possession of the Product. If after delivery, but prior to full effective payment, the Product is attached, or Buyer is subject to a bankruptcy proceeding, whether voluntary or not, Seller may then, at its option, recover title to and possession of the Product. The exercise of this option under this condition subsequent shall not affect Seller's other remedies.

14 - Compliance Buyer represents and warrants at the date of hereof and throughout the course of the Order that it and any of its directors, officers or employees will comply with, and will ensure and take all such measures necessary so that, its agents and/or any subcontractors who may be involved at any time, will comply with any applicable laws including without limitation (i) anti-corruption laws, which prohibit improper, illegal and corrupt payment, such as without limitation the OECD Convention on Combating Bribery of Foreign Officials in International Business, French Anti-corruption laws, the US FCPA and UK Bribery Act; and (ii) national and international (re-)export control laws and regulations, or trade restrictions issued by the European Union, the United States of America, the United Nations or by any other relevant countries having jurisdiction in connection

with the execution of the Order, the re-sale of Product, or of services or documents related thereto and obtain the export license, as and when required, when reselling the Product to third party(ies. The Buyer undertakes that it will take all appropriate and reasonable security arrangements (including in particular to assess the level of security appropriate to the processing) to prevent unauthorized access, collection, use, disclosure, copying, modification, disposal, unlawful use or similar risks of any personal data which it receives and collects from the Seller.
Buyer shall indemnify and hold Seller harmless from and against any and all claims, demands, losses, judgements, fines, penalties, damages, liabilities, costs and expenses of any nature, arising from any breach or violation thereof. Seller reserves the right to terminate the Order in the event of a breach of any of these provisions by Buyer, without incurring any liability to Buyer for such termination.

15 - Data Protection Clauses

Each Party shall comply with applicable privacy and data protection laws as may be applicable from time to time to the shared personal data. Each Party undertakes that: (i) it will take all appropriate and reasonable security arrangements (including in particular to assess the level of security appropriate to the processing) to prevent unauthorized access, collection, use, disclosure, copying, modification, disposal or similar risks of any personal data which it receives and collects from the other Party; (ii) it will comply with any applicable privacy and data protection laws which it is subject to; and (iii) it will not transfer, share or otherwise use or disclose any personal data collected from the other Party without the prior written consent of such Party; and (iv) the personal data collected from one Party is available only to its employees who have a legitimate business need to access the personal data, who are bound by confidentiality obligations and who are committed under each Party's privacy and data protection obligations under any applicable privacy and data protection laws. In that respect, it shall implement all such appropriate technical and organizational measures to protect against unauthorised or unlawful processing and against loss, destruction or damage to personal data.
In the event a Party breaches any of the foregoing provisions, the defaulting Party shall indemnify, defend and hold harmless the non-defaulting Party from and against any and all liabilities, costs, damages, expenses, legal costs arising out of or in relation to any unauthorized or unlawful use or disclosure of personal data collected from such non-defaulting Party.

16 - Governing Law-Settlement of Disputes Any Order shall be governed by and construed according to the laws of England and Wales with the exception of its conflict of law provisions. All disputes arising in connection with the Order shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three (3) arbitrators (unless the Parties can agree on the name of one single arbitrator) to be appointed in accordance with the said Rules. The arbitration shall take place in Paris and will be conducted in the English language.