

# GENERAL TERMS AND CONDITIONS OF SALE (free translation)

## **Article 1. General Provisions**

These General Terms and Conditions of Sale (hereinafter the GTC) are made available to the customer (hereinafter the Customer) on request and on the website to enable him to place an order with ATI-Interco.

Any order for services or products (hereinafter the Services and Products) passed to ATI-Interco by the Customer entails an express and unreserved acceptance of the GTC, without prejudice, however, to any modifications that may be made by ATI-Interco and addressed to the Customer. They are supplemented by the commercial proposal sent by ATI-Interco to the Customer and/or the purchase contract between ATI-Interco and the Customer. Unless otherwise agreed in writing and duly accepted by ATI-Interco, the GTC shall prevail over the general conditions of purchase and any other documents emanating from the Customer, which waives the right to avail itself of any contradictory document. All documents emanating from the Customer are not binding on ATI-Interco, even if it has become aware of them.

The fact that ATI-Interco does not avail itself at any given time of any of the provisions of the GTC cannot be interpreted as a waiver to avail itself thereof.

In case of contradiction between the French and English versions of the GTC, the French version shall prevail.

## **Article 2. Prices and Terms of Payment**

### **2.1 Prices**

The prices of the Services and the Products are those in effect on the day of the order. Prices are exclusive of taxes, including packaging, in the ICC Incoterms 2010 conditions described in the offer.

The prices will be increased by the rate of VAT according to the tax regulations in force.

The prices of the Services and the Products are specified in the commercial proposal sent by ATI-Interco to the Customer.

ATI-Interco grants itself the right to modify its tariffs at any time, without being required to justify in any way the modifications made. However, ATI-Interco undertakes to invoice orders placed at the prices indicated when the order is placed.

The registration of the order is the time to set the contractual conditions (price, quantity) of the order and corresponds to the time of the issuing of the acknowledgment of receipt by ATI-Interco.

## **2.2 Terms of payment**

The commercial proposal sent by ATI-Interco to the Customer and/or the contract concluded between ATI-Interco and the Customer determine the terms of payment. Pursuant to Article L. 441-6 of the French Commercial Code, the following rules apply:

The payment period agreed between the parties may not exceed 45 days at the end of the month or 60 days net from the date of issue of the invoice, in accordance with the LME law of August 4<sup>th</sup>, 2008.

In the absence of an agreed deadline, an additional period of 30 days from the date of receipt of the Products or delivery of the Services shall apply.

No discount will be granted in case of advance payment.

Any dispute relating to invoicing must be made within 20 (twenty) days of receipt of the invoice in order to allow processing before the due date of the payment. The non-contentious part of the invoice is due at the due date by the Customer.

## **2.3 Penalty for default or late payment**

Any amount not paid at maturity by the Customer will result in the termination of deliveries of the Products or the delivery of the Services, regardless of the method of settlement provided, as well as the payment of penalties for late payment of an equal amount to 3 times the legal interest rate in effect from the due date of the claim and up to the date of actual payment by the Customer, without prior notice being required. Without prejudice to any damages that may be demanded by ATI-Interco, a fixed sum of € 40 for collection penalties will also be applied in accordance with Articles 441-6 of the Commercial Code and D. 441-5 of the Commercial Code .

## **Article 3. Orders**

Only offers from ATI-Interco are valid. The orders are firm and definitive once ATI-Interco acknowledges receipt. Given the specific nature of the Products and Services, no cancellation of orders, total or partial, from the Customer can be taken into account without the prior written agreement of ATI-Interco.

In the absence of proof that the cancellation is the result of ATI-Interco alone, the deposits paid will remain vested to ATI-Interco, without prejudice to the obligation to pay the balance of the price and penalties for default or late payment.

Conditions for implementation of the order are specified in the commercial proposal of ATI-Interco, the offer remaining valid for the indicated period of time.

#### **Article 4. Delivery of Products / Issuance of Services**

The delivery time of the Products and the delivery of the Services are specified in the commercial proposal issued by ATI-Interco that the Customer has accepted. These deadlines are strictly indicative, as their non-observance cannot in any case give rise to deduction or indemnity, lead to the cancellation of the order or to engage the responsibility of ATI-Interco. The order specifies the conditions and the place of delivery.

Upon delivery, it is the responsibility of the Customer to verify the good condition of the Products delivered. In the event of a lack of conformity or apparent defect, the Customer must state on the delivery note its clear, precise and complete reserves. These reserves must be confirmed to the carrier and ATI-Interco by registered letter with acknowledgment within three days of receipt, in accordance with Article L 133-3 of the Commercial Code. The Customer is required to request the appointment of a legal expert, in accordance with the provisions of Article L 133-4 of the same Code.

In any case, the Customer keeps the Products at the disposal of ATI-Interco for inspection and ensures their proper conservation until resolution of the dispute. In the absence of duly issued reserves, ATI-Interco will not take into account the disputes inherent in this delivery.

#### **Article 5. Guarantees**

ATI-Interco guarantees that the Services and/or Products are carried out in accordance with the commercial proposal of reference accepted by the Customer when ordering.

Unless specified otherwise in the commercial proposal, Products delivered by ATI-Interco are warranted against defects in material or workmanship for a period of 24 (twenty-four) months from the date of delivery to the Customer.

Interventions under the guarantee shall not have the effect of extending the duration of the guarantee. To be admissible, any claim under the guarantee must be made to ATI-Interco within 30 (thirty) days of the discovery of the defect and during the 24 (twenty-four) month period from the date Delivery.

The following are excluded from the guarantees provided by ATI-Interco:

- The defect in the Products which results from a lack of maintenance, monitoring or inappropriate storage conditions of the Customer;
- Any defect in the Products resulting from a cause foreign to the Products, modification or intervention without the prior written agreement of ATI-Interco, or deterioration and accidents attributable to the Customer or to a third party;
- Normal wear and tear of products
- Damage resulting from force majeure, as defined in Article 10 below.

#### **Article 6. Liability**

In no event shall ATI-Interco be liable for any non-material damage such as loss of profit, loss of

business or production, or interruption of business, or indirect damage related to Products and Services.

Furthermore, ATI-Interco cannot be held responsible for any modifications made by the Customer to the Services and/or Products not provided for or specified by ATI-Interco or for their use under conditions not appropriate regarding the nature of the Services and/or Products.

The Customer waives all recourse against ATI-Interco in order to obtain compensation for the harm caused to third parties by the Services and/or the Products.

Should ATI-Interco's liability arise, in one of the three (3) cases mentioned above, the latter may not exceed the price paid by the Customer for the ordering of the Services and / or Products in question.

The Customer remains solely responsible for the use of the Products supplied by ATI-Interco and their suitability for the destination.

The Customer must ensure that its premises and conditions of storage are suitable for the good preservation of the Products and present the guarantees of safety imposed by the regulations in force. No Warranty is provided as such by the Seller.

### **Article 7. Intellectual Property Rights**

The Customer acknowledges that all intellectual property rights, including but not limited to copyrights, trademarks, patents and designs, relating to the Services and / or Products belong to ATI-Interco.

The GTC do not carry any license or authorization to the Client relating to ATI-Interco's intellectual property rights, in particular to ATI-Interco's trademarks and other distinctive signs. The Customer refrains from using any trademark or logo belonging to ATI-Interco without its prior, express or written authorization.

### **Article 8. Retention of title clause**

ATI-Interco reserves the ownership of the Services and/or Products until the complete collection of the price and its accessories that are due to him by the Customer in accordance with the order placed. Until that date, the Services and/or the Products are considered as deposited with the Customer. In the event of non-payment within the stipulated period, ATI-Interco will be authorized to demand the return of the Services and/or the Products at the Customer's expense and risks.

This retention of title clause does not preclude the transfer of risks to the Client according to the ICC Incoterms 2010 applicable to its order, as stated in the commercial proposal of ATI-Interco.

### **Article 9. Counterfeiting**

**9.1.** ATI Interco undertakes to intervene in any infringement action brought against the Client by a third party based on the infringement of its intellectual property rights concerning the Products

and/or Services provided that the Customer has immediately informed ATI -Interco of this action. Except as expressly authorized in writing by ATI-Interco, the costs and expenses incurred by the Customer in defending it in an infringement action brought against him by a third party shall be borne by him.

**9.2.** However, it is expressly agreed that the application of Article 9.1 will be dismissed and ATI-Interco's liability expressly excluded if the Services and/or Products have been made to Customer's specification and/or based on incomplete and erroneous information on its part.

**9.3.** Similarly, it is expressly agreed that the application of Article 9.1 will be ruled out and ATI-Interco's liability expressly excluded in the event that the Services and/or Products are combined with another product not supplied by ATI-Interco as well as any modification made by the Customer without the express written authorization of ATI-Interco.

#### **Article 10. Force majeure**

ATI-Interco cannot be held responsible for the non-performance of its obligations under the General Terms and Conditions in case of force majeure, in accordance with article 1148 of the Civil Code.

It is considered a case of force majeure, the event at the same time unforeseen, insurmountable and independent of the will of a person.

Revolutions, invasions, riots, acts of terrorism, boycotts, strikes, factory occupation and stoppage of work, natural disasters, explosions , fire, destruction of machines and/or premises, administrative decisions.

#### **Article 11. Applicable Law and Competent Jurisdiction**

The Customer and ATI-Interco agree that the interpretation and execution of the GTC are governed by French law.

By express agreement, in case of disputes concerning the interpretation or the execution of the provisions of the General Terms and Conditions, the Courts of the Headquarters of ATI-Interco will have sole competence.