GENERAL CONDITIONS OF SALE

SGD S.A. - 2022/05/13

These general conditions of sale, as well as the special provisions for our various price tariffs, where necessary, cancel the previous ones and may be modified without notice.

PREAMBLE

These General Terms and Conditions of Sale ("Terms and Conditions") are intended to apply to all sales of goods, products and services (all "Products") made and/or manufactured by all SGD Group companies (hereinafter "SGD") to its customers (hereinafter individually «the Customer»). The Terms and Conditions are deemed to be an integral part of the contract between SGD and its Customer.

The Customer declares that he has a perfect knowledge and understanding of these Terms and Conditions and acknowledges that he has accepted them without any restrictions or reservations, having freely discussed them and having been able to negotiate them with SGD.

The Customer acknowledges that it has benefited from all the advice and information necessary to ensure that the Products and these Terms and Conditions meet its needs.

Any order issued by the Customer or any acceptance of an offer of sale established by SGD entails the unreserved adherence to these Terms and Conditions and the renunciation by the Customer to avail of its possible general conditions of purchase and/or to invoke any contrary provision to this. The Terms and Conditions may be amended or supplemented by specific written terms and conditions previously agreed to by the parties. The fact that SGD does not avail itself at any time of any of the stipulations of the Terms and Conditions cannot be interpreted as a waiver to avail itself of it for the future.

I. ORDERS

Responses to requests for quotations, direct or advertising information about our Products, are deemed to be provided for information purposes only.

In order to be processed by SGD, any order must include, the complete name of the Products and all the references necessary for their identification, as set out in the tariffs and/or special conditions in force on the day of the order.

Orders, changes and commitments will be deemed "definitive" only once they have been confirmed in writing by SGD or by the shipment of the Products ordered.

Cancellation of an order will only take effect after written notification and acceptance by SGD.

In such a case, the Customer undertakes to take delivery of all quantities already produced prior to the date of acceptance of the cancellation of the order by SGD.

II. TERMS ATTACHED TO TAILOR-MADE ORDERS

The studies and tools carried out for the manufacture of models specially requested by the Customer, are and always remain, in any case, the property of SGD. The Customer's participation in the costs of studies, design and creation of these tools will be payable before their realization and will not be refundable.

SGD reserves the right to destroy any tool that has not resulted in the manufacture of articles for a period of five years.

For Products made specifically at the Customer's request, the technical impossibility of being able to guarantee the absolute concordance between the quantities manufactured and the quantities ordered results, for the Customer, in the obligation to accept delivery and to make payment of the quantities actually manufactured, as long as the difference with the order does not exceed:

- + or - 30% from 0 to 50,000 parts
- + or - 20% from 50,001 to 100,000 parts
- + or - 15% from 100,001 to 250,000 parts
- + or - 10% from 250,001 to 500,000 parts
- + or - 5% above 500,000 parts

III. DELIVERY

If the Customer does not respect the agreed delivery date, all risks and incidental costs incurred from that day on will be attributable to the Customer, the sale then being made at the Customer's risk and peril.

The Customer has a period of six (6) months from the first delivery date, confirmed by SGD, to take possession of all the goods, failing which SGD reserves the right to invoice the storage costs and the amount of the order upon simple notification.

The invoiced goods, not collected within six (6) months after this invoice, may be destroyed, after a formal notice has been sent to the Customer, which has remained unsuccessful during the period granted.

IV. IMPOSSIBLE PERFORMANCE

A force majeure or an act of God discharges any obligation to manufacture or deliver. The following are considered to be cases of force majeure: strikes, fires, floods, storms, lack of raw materials, traction, fuel, and goods of all kinds, accidents to ovens or machines, interruption or scarcity of transport.

V. LIABILITY

In the event of a recognized manufacturing defect, SGD's liability is limited, at its option, to the replacement or reimbursement of the defective goods provided that they are returned to the place indicated by SGD.

If no specific agreement is concluded with the Customer, our standard specifications, our standard quality agreement and the present General Conditions of Sales shall be applied.

The Customer must, subject to the penalty of barring, put his complaints in writing, accompanied by samples, within 8 days of receiving the goods, for an error or an apparent defect, and from the discovery of the fault for a hidden defect. However, our liability cannot be called upon more than a year from delivery date. We shall not be liable if the usual operating conditions are not adhered to.

The delivery dates shown on the acknowledgments of receipts are for guidance only, and Customer is not entitled to ask for any indemnity, penalty, nor termination if delivery is made after those dates.

We shall not be held liable in any circumstances for any consequential loss, namely any financial or commercial prejudice (for example, loss of profits, loss of orders, any commercial disruption whatsoever), or for any prejudice resulting from any action brought against the Customer by a third party, whatever the nature, the grounds and the terms and conditions of the action brought against us.

VI. PAYMENT

SGD reserves the right to unilaterally modify the prices of its goods, including the previously validated price lists, at any time, on the basis of supporting documents, in particular in the event of an increase in costs (i.e. energy, transport, raw materials, etc.), creating an exorbitant burden for SGD.

The goods are invoiced at the price in force on the day of delivery.

Our invoices are payable to our registered office thirty days net from the date of invoice, apart from mutually agreed special terms, without any discount or set-off of any kind for the Customer.

The payment date corresponding to this deadline, or possibly a different date by mutual agreement, is shown on the invoice.

We reserve the right to demand cash payment or payment before delivery for first orders. Similarly, if we have a genuine or particular reason to believe that the Customer will experience payment difficulties on the date of order or subsequently to it, we may make acceptance of the order or continue the order subject to payment before delivery or in cash, or limit his liabilities, or obtain guarantees for our benefit from the Customer. We may demand that the Customer discloses his accounts to us in order to assess his creditworthiness.

Our bill of exchange or our acceptance of any other method of payment does not constitute a novation or derogation to this clause.

Penalties for late payment will be applied for any payment made after the due date shown on the invoice, without necessity of any notification. These penalties are calculated on the basis of 3 times the legal interest rate in force in France on the date of the payment shown on the invoice. This penalty will be applied from the day after the payment date shown on the invoice until complete payment is received.

An indemnification by a lump sum of 40 Euros to cover collection charges will automatically be due by the Customer from the first day of late payment. According to the provisions of the Article L441-6 of the French Commercial Code, we reserve the right to demand additional indemnification when the collection charges exceed this lump sum.

If we have agreed to the payment of our supplies in several installments, we may immediately demand the whole of our receivable by recorded delivery letter with acknowledgement of receipt, if one of the due dates is not respected.

If the Customer fails to pay one of the deliveries during a contracting period with staggered deliveries, we may withhold the goods to be delivered up until full payment of the sums owed in principal and interest are received.

In addition, guarantees required to perform the contract, may be sought from the Customer before the goods are delivered.

Finally, if an invoice is not paid on its due date, we may immediately and automatically terminate the contract by recorded delivery letter with acknowledgement of receipt, without prejudice to any claim for damages against the Customer.

VII. ELECTRONIC INVOICING

According to the article 289 of the French General Tax Code, we send electronic invoices to the Client, electronically signed by the provider TrustWeaver, which ensures creation and verification of the electronic signature and time stamp. With our provider Esker (www.esker / mesfactures), we provide to the Client free of charge a web portal, on which the Customer may revoke at any time its adhesion to the electronic billing service. The Customer acknowledges electronic invoices as original for tax purposes, and acknowledges having been informed about the storage conditions of electronic invoices. Opting for electronic invoicing, the Customer has a free online archiving of SGD invoices during 10 years.

VIII. DATA PROTECTION ACT

SGD may be required to collect personal data for the purpose of recording and processing Customer Orders and/or responding to requests for information.

The processing of the personal data of the natural persons concerned is subject to the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016.

The Customer may at any time exercise its right to information, access, rectification of opposition and deletion of personal data concerning him, in accordance with the provisions of the local legislation in force. Requests can be sent by e-mail to Dataprotection@sgdgroup.com by attaching a valid proof of identity or by mail at SGD PHARMA - DJG/DataProtection - Tour CB16 - 17 Place des Reflets 92097 PARIS LA DEFENSE.

IX. OWNERSHIP RETENTION CLAUSE

It is expressly agreed that we retain ownership of the goods up until complete payment of their price on principal and interest, being specified that the delivery of the bill of exchange or any other document which creates an obligation to pay does not constitute payment.

The Customer will, however, become liable as soon as the said goods are delivered. The Customer therefore undertakes to take out an insurance contract covering the risks of loss, destruction or theft of the above-mentioned goods.

It is expressly agreed that for any of our receivables we are entitled to enforce the rights held under this clause against all of our goods in the Customer's possession, which are contractually deemed to be unpaid.

X. TRANSPORT

Unless the parties otherwise agree all the goods sold by us travel at the consignee's risks.

We can therefore only be liable to the Customer if we have concluded the corresponding transport and insurance contract ourselves, and if the Customer has made the reserves for his claims within the legal time limits or those which are indicated in the documents accompanying the goods.

XI. CONFIDENTIALITY

All information or technical, commercial or other documents (and in particular glass designs and plans) which we hand to the Customer in any form whatsoever prior to a potential order or when an order is being carried out remain our absolute ownership and are subject to the obligation of confidentiality by Customers, who cannot disclose them to third parties without our prior written agreement.

XII. INTEGRITY AND ANTI-CORRUPTION

The Customer must conduct business with honesty and integrity and demonstrate the highest standards of business ethics. The Customer must not engage in bribery, corruption, or other unethical or illegal practices whether in dealings with government officials (which includes government employees or officers at any level, employees or officers at government-controlled or owned entities, employees or officers of public international organizations, and political officials or candidates or anyone acting on such a person's behalf), political parties or others, including individuals in the private sector. This includes, directly or indirectly, paying, giving, offering, promising, or authorizing money or anything of value to anyone to seek to obtain an undue or improper advantage. This also includes any unethical business activities or arrangements between the Customer and any SGD employee or any other company or individual.

The Customer agrees and acknowledges that in carrying out its activities, the Customer shall comply, and shall cause its affiliates, permitted agents and employees to comply, with all laws and regulations applicable in respect of the activities contemplated by these General Conditions of Sale, including, but not limited to, the U.S. Foreign Corrupt Practices Act ("FCPA"), the U.K. Bribery Act 2010 ("Bribery Act"), the French Law on transparency, fight against corruption and modernization of economic life ("Loi SAPIN II"), and any other laws and regulations relating to any anti-bribery law or regulation applicable.

The Customer acknowledges having knowledge and understanding of the principles of the SGD Code of Ethics and Conduct available on demande at : Directionjuridique@sgdgroup.com

XIII. DISPUTES

Our Terms and Conditions take precedence over all our Customers' general and special conditions.

The courts competent for our Registered Office shall alone have jurisdiction to judge any dispute, and French law shall be exclusively applicable.

XIV. INCOTERMS

All our export sales are governed by INCOTERMS 2020, unless where otherwise stipulated above. For all Ex Works - EXW / FACTORY DEPARTURE deliveries, the customer undertakes to transmit within 48 hours, the documents proving that he has fulfilled his export customs clearance obligations (production of a copy of the SAD to the dedicated Factory Shipping Department).