

GENERAL TERMS AND CONDITIONS OF SALE

1. Scope of application

These general terms and conditions of sale (hereinafter, the "GTCS") govern as of right any order, research and development service and sale of products, except the LuminoKrom road marking range of products which is the subject of dedicated GTCS. The applicable GTCS are those in force on the date the customer places an order. The GTCS are sent to all customers as an appendix to any quotation from OLIKROM SAS and are made available on the website www.olikrom.com. The customer declares that he has read the GCS before placing his order. Any order therefore implies unreserved acceptance of the GTCS by the customer, which prevail over all other conditions, in the absence of an agreement to the contrary between OLIKROM and its customer.

2. Order

(i) Definition of the order

To order a product, the customer agrees to send a written request to OLIKROM indicating precisely the desired product and its quantity. To order a research and development service, the customer must express his/her requirements (i) either within technical specifications sent to OLIKROM (ii) or in the framework of a working meeting with OLIKROM. OLIKROM retains the possibility to refuse any order and informs the customer about its decision as soon as possible.

(ii) Confirmation of the order

Based on the information provided by the customer, OLIKROM sends him/her an estimate in which the characteristics of the order are indicated (price, in case of product sale: the name of the products and its quantity; in case of a research and development service: the customer's specifications (either by appending the specifications sent by the customer, or by writing down the customer's requirement expressed orally). The order is validated when the customer signs and sends OLIKROM estimate back. The validation of the order constitutes express acceptance by the customer of the specifications annexed to the estimate or drawn up within the estimate. Any order received by OLIKROM by email, paper or fax format is deemed firm and final. The quotation made by OLIKROM is valid for 6 months from the issue date of this quotation.

(iii) Modification of the order

In the event of an additional or evolving request from the customer during the execution of a service or a sale, OLIKROM will consider closely the additional works to be carried out and their impact on deadlines and prices and will transmit, if necessary, to the customer an amending offer, in writing or by any means. The latter will have a period of 5 days from receipt of the offer to accept it, in writing or by any means, failing which the amending offer will be deemed refused and the service will continue according to the terms initially agreed. Acceptance of the amending offer by the customer entails an addendum to the contract concluded between the parties. OLIKROM may refuse the additional or amending request, the order shall thus be executed according to the terms initially agreed.

3. Obligations of OLIKROM

OLIKROM undertakes to complete the customer's order with all the diligence and professionalism required. As part of a provision of service, OLIKROM undertakes to make its best efforts to meet the client's requirements and keep him/her duly informed of the progress of the service without guaranteeing the results with regard to the innovative character of the service.

4. Obligations of the customer

The customer undertakes to pay OLIKROM the price of the products/services.

As part of a provision of service, the customer is bound by an obligation of information, collaboration and loyalty with regard to OLIKROM and thus undertakes to participate in all the meetings requested by OLIKROM, including in particular the kick off and closing meetings, and transmit, at its own risk, the information, document and samples requested by OLIKROM within the time period reasonably set by OLIKROM, unless a written justification can be provided.

5. Provision, delivery, risk transfer and storage

(i) Risk transfer

Except in case of specific conditions of the sale, delivery shall be executed on according to the terms of the Incoterm EXW at the factory OLIKROM, 2 avenue de Canteranne, 33600 Pessac, in its latest version published on the date of the order. The risks relating to the Products shall be transferred to the customer from the date on which the Products are made available at the factory. However, if OLIKROM SAS has shipper status in that it mandates the carrier and is in charge of the loading operations, it will then assume the risks of loss or damage related to the defective execution of the loading operations. It is specified that: (i) during the provision of service, when OLIKROM sends samples to the customer, the transport costs and the related risks are borne by OLIKROM and (ii) the sending of any sample by the customer to OLIKROM is carried out at the customer's expense and own risk.

(ii) Time of provision or delivery

Except in the case of express conditions, any research and development service, provision or delivery time is given as an indication and without guarantee. Exceeding these time indications shall not give rise to any deduction or compensation. In any case, delivery within the deadline can only take place if the customer is up to date with all his obligations towards OLIKROM on all orders placed.

(iii) Obligation to withdraw the goods within 7 days

Assuming the customer takes delivery of the Products ordered at the factory, he has a maximum period of 7 days from receipt of the notice of availability sent by any means by OLIKROM to the customer to collect the Products. Once this period has elapsed, OLIKROM may, if it deems appropriate, and without prior notice, terminate the sale, in accordance with the legal provisions of article 1657 of the French Civil Code, and the customer shall be liable for the price of the order or any loss suffered by OLIKROM as a result of this delay.

(iv) Receipt of the products

Upon receipt of the Products at the factory, the customer must check the conformity of the delivered Products to the ordered Products and the absence of any apparent defect. If no complaint or reservation is made by the customer on the day of receipt of the Products, the said Products can no longer be taken back or exchanged, in application of the legal provisions of article 1642 of the French Civil Code.

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In the event Products are subject to transport, the customer has a period of 3 working days from receipt of the Products to make the said claims and reservations by sending a letter with an acknowledgement of receipt to the carrier and to OLIKROM. In the event of an apparent defect or non-conformity of the Products delivered to the Products ordered, identified by the customer on the day of receipt at the factory or after transport, the customer must, if necessary, return the Products received at his own expense. If the analysis of the Products carried out by OLIKROM confirms the apparent defect or non-conformity, the cost of returning the Products will be refunded by OLIKROM upon presentation of supporting documents and the Products will be replaced if they cannot be brought back into conformity. Otherwise, the Products will not be replaced or refunded, and the customer must again take delivery of the said Products at the factory within 7 days from the notification of the availability of the Products or pay the shipping costs necessary for their return.

6. Price

Prices are valid for 6 months from the sending of the quote, they are expressed in euros, firm and definitive and stipulated exclusive of tax, EXW OLIKROM, 2 avenue de Canteranne, 33600 Pessac, France.

7. Terms of payment

Unless otherwise expressly provided for in special conditions, the selling price is payable in euros by bank transfer or by check within the period mentioned on the invoice or failing this, 30 days from the date of issue of the invoice.

Payment for the products ordered is due upon provision of said products or, where applicable, upon shipment of said products.

For the payment of the service, the customer undertakes to pay 40% of the order amount upon acceptance of the quotation and sending of the kick off meeting report by OLIKROM to the customer, and 60% at the end of the service materialized by the closing meeting, as a basic principle, except under special conditions provided for in the estimate.

In the event of non-payment on the due date, late payment penalties are automatically due, by right, by the customer, equal to three times the legal interest rate applicable in France. Late payment penalties are payable without the need for a reminder. In the event of late payment, the customer will also be automatically liable to pay a fixed compensation for collection costs of 40 euros, without prejudice to OLIKROM being entitled to claim compensation for the loss suffered as a result of this delay. Any payment made to OLIKROM shall be first used to pay the preceding sums due, whatever their cause, starting with those that are oldest due.

8. Retention of title

The Products are sold under reservation of property. OLIKROM therefore retains full ownership of the Products until full and effective payment of the price by the customer. In the event of non-payment on the due date, OLIKROM may therefore claim the Products and terminate the sale at the sole risk of the customer.

9. Warranty

The Products sold are covered by the legal warranty for hidden defects within the meaning of Article 1641 of the French Civil Code. OLIKROM is also obliged to deliver Products in compliance with the characteristics set out in the Product technical data sheet.

10. Intended use and packaging of the Products

The Products sold may be dangerous if they are not used in accordance with the indications specified in the Product technical data sheet and its labelling. Moreover, the technical characteristics of the Products can only be obtained if the use of the Products is carried out in accordance with all the recommendations and provisions of the Product technical data sheets and their labelling. In any case, OLIKROM shall not be held liable for any use of the Products that is contrary to the technical data sheet and labelling.

OliKrom's products are labelled in accordance with the regulations in force for the handling and transport of hazardous materials. The acceptance from the customer of a delivery implies the recognition of compliance with these regulations (precautions for use, storage and temperature conditions, compliance with protection against fire, explosion, etc.).

11. Responsibility

OLIKROM is subject to an obligation of means with regard to the performance of the research and development service and shall not be held responsible in the absence of successful results of this service. OLIKROM shall not, under any circumstances, be liable for any indirect, consequential or incidental damages, including loss of profits or revenues, resulting from or linked to any violation by OLIKROM of its obligations hereunder within the framework of any order. In the event of OLIKROM's breach of its contractual obligations, its liability will be limited to the outright replacement of the defective or missing products or the granting of a credit for the amount of the defective products. OLIKROM shall not be held liable for any other compensation, any other damage payment, including to third parties. The customer undertakes to take notice of the technical justifications before using the product. These justifications are indicative. Despite the technical assistance granted by OLIKROM, the customer will remain liable for damages resulting from the use of the product. OLIKROM is in no way responsible for this use and its consequences.

In any event, OLIKROM SAS shall not be held liable for any damage resulting from the use of the Product in a manner that does not comply with the recommendations and provisions set forth in the Product's technical data sheet and labelling. The customer is thus required to communicate the instructions and recommendations for use of the Products to its employees, agents, service providers or, more generally, to any third party who would use the Products on behalf of the customer.

Furthermore, OLIKROM can in no way be held responsible for the deterioration of samples, products or materials transmitted by the customer for the intended use or experimentation.

12. Force Majeure

In the event of the occurrence of a force majeure event, OLIKROM SAS is entitled to suspend the delivery of Products for the entire duration of the occurrence of the force majeure event without being held responsible for any resulting damage to the customer. The term force majeure includes any event beyond the reasonable control of OLIKROM SAS, whether or not foreseeable at the time the order, as a result of which OLIKROM SAS cannot reasonably be required to perform its obligations. Such circumstances include, but are not limited to, war, civil war, insurrection, fire, floods, strikes, epidemics, health crises, government regulations, freight embargoes, defects of OLIKROM SAS' suppliers or subcontractors.

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13. Intellectual Property

The information, images and illustrations relating to the Products sold and the results of service and their operation as well as all intellectual property rights and copyrights pertaining thereto remain the exclusive property of OLIKROM and shall not be used, copied, reproduced, transmitted or communicated to third parties without the written consent of OLIKROM. However, OLIKROM grants the customer a non-exclusive license to use the LuminoKrom trademark so that the customer may fulfill its obligations hereunder. **The property rights of the result of the research and development service (including in particular any formula, process, trade secret, etc.) remain the exclusive property of OLIKROM which is an essential condition of the contract concluded between the parties. It being specified that OLIKROM will in no way deliver to the customer the process, the formula or any trade secret relating to the result of the service.** In this respect, the customer undertakes to mention the LuminoKrom trademark as soon as it publishes, on any medium whatsoever, content related to the Products or their properties. In addition, the customer agrees to have all the property rights over the information and samples provided to OLIKROM.

14. Personal data

OLIKROM may be required to process, as a data controller, personal data related to the customer's employees, staff, agents, representatives or customers, limited mainly to names and professional contact details for the management of the business relationship (management of the contractual relationship, management of unpaid invoices, etc.). The said personal data is kept for the time necessary for the management of the commercial relationship. At the end of the contractual relationship, the data are archived for a period of five (5) years and then deleted. The customer must inform said persons of the existence of such processing. The rights of access, rectification, opposition, limitation, deletion and portability may be exercised at the following address OLIKROM SAS, 2, avenue de Canteranne, CS30091, 33600 Pessac. Finally, for any other claim, the persons concerned have the right to refer the matter to the French data protection authority (CNIL).

15. Nullity of a clause

Should one provision of the GTCS be invalidated or found to be unwritten, this shall not invalidate the other provisions of the GTCS, which shall remain in force. The parties should also endeavor to conclude a clause with a similar effect.

16. Confidentiality

Each of the parties, provided it is authorized to do so, will transmit to the other parties only the information it deems necessary for the fulfilment of the order and undertake that:

- (i) the information transmitted to them shall be protected and kept strictly confidential and treated with the same care and protection as their own confidential information;
- (ii) the information shall be communicated internally only to staff members who need to know them for the sole purpose of carrying out the service;
- (iii) the information shall not be used for purposes other than those defined by the contract;
- (iv) the information shall not be copied, reproduced or duplicated without the specific written permission of the party who transmitted them.

All information and their reproductions transmitted by a party must be returned to this same party within 8 days from its written request. The communication of information in connection with the fulfilment of an order does not confer on the party who receives them any right whatsoever, and without limitation: right of ownership, right of use, right of assignment.

This commitment shall remain valid for a period of 5 years from the date of issue of a quotation by OLIKROM and, in the event that an order is placed by the customer, from the date of issue of the invoice.

17. Termination

Each party may automatically terminate the contract in the event of non-performance by the other party of any of its contractual obligations 15 days after receipt of a formal notice by registered letter with acknowledgement of receipt, having gone unheeded.

In the event of termination of this contract, the parties undertake to return to the other parties, in the month following said termination, all the documents and information transmitted during the execution of this contract, without keeping a copy or reproduction.

In the event of termination of this contract, the parties agree that the sums already paid or invoiced under the contract may not be the subject of any reimbursement or cancellation of invoice from OLIKROM. In the event of termination of the contract due to the customer, the total amount of the order remains payable to OLIKROM upon termination of the contract.

18. Transfer

Any contract concluded between the parties may not be assigned or transferred, in whole or in part, by any means whatsoever, to a third party without the prior written consent of OLIKROM. The customer undertakes to inform OLIKROM of any change of control and OLIKROM reserves the right, therefore, to terminate the contractual relationship, without compensation.

19. Dispute settlement and applicable law

The GTCS and all related orders, research and development services and sales are governed by French law. Any dispute relating to the interpretation and application of these GTCS that has not been amicably settled shall fall within the exclusive jurisdiction of the Commercial Court of Bordeaux, including for matters giving rise to appeal.