

MLT MINET LACING TECHNOLOGY GENERAL CONDITIONS OF SALE

General

Unless otherwise stipulated in our contracts, the present MLT MINET LACING TECHNOLOGY General Conditions of Sale shall apply to all the offers made by MLT and the contracts drawn up between MLT and its customers and prevail over any conditions of purchase (applicability of the Customer's general conditions is expressly excluded).

Any order received from a Customer implies acceptance of the present conditions. For this reason, no clause to the contrary may be invoked against the MLT Company unless it has been formally accepted.

No accepted order may be cancelled without MLT's consent.

Any features mentioned in catalogues, price lists or advertising documents of any nature produced by MLT are for information purposes only. MLT reserves the right to make any modifications to its models that it deems necessary, even after acceptance of order, but which do not affect the model's essential features.

Only the following orders will be taken into account: orders emanating from the customer in the form of a contract or on his officially headed paper, sent by fax or mail to the order of MLT together with telephone orders on the express condition that they are confirmed in writing by the Customer.

Price and delivery

Prices are drawn up tax excluded (ex works, packaging extra), tax, withholding tax and customs tax excluded, on the basis of the price list in force on the day on which the order is validated by MLT and depending on the delivery date requested. Applicable taxes are those in force on the date of invoice. Prices remain without any obligation. They may vary depending on changes in foreign exchange rates, and/or in raw material and labour costs. Delivery dates are for information purposes only and they in no way form a commitment on the part of our Company. Notwithstanding this reservation, we will do everything we can to comply with any delivery schedules that may have been given.

For any order of under 400 € tax excluded, an all-inclusive "minimum invoicing cost" of 150 € tax excluded will be invoiced to customers.

Terms of payment

All payments must be made fully in the currency agreed upon, without any deductions, suspensions or compensation, to the bank account stipulated by MLT on its invoice. If no currency has been agreed upon, payments shall be made in EURO. No discounts will be granted for early payment.

MLT has every right to require secure payment conditions from its Customer at all times.

Any delay in payment compared with the terms set forth on the invoice will lead by rights to the total debt becoming due immediately, as well as interest calculated on the basis of the rate applied by the European Central Bank for its latest refinancing operations increased by 10 points; prices will also be increased by all costs for any legal or extrajudicial procedures that may have been incurred in recovering the sums due with a fixed minimum of 40 euros.

Late payment penalties are due without any reminders to pay being required. They will be applied as of right beginning on the day following the date of payment stipulated on the invoice.

In the event of any non-payment of an invoice at its due date, MLT reserves the right to suspend any later deliveries and to demand payment on order or before delivery for any future or in-progress orders.

Transport

When the goods are collected by the customer, MLT reserves the right to charge a storage fee of €10 per pallet per day. A deductible of 15 days from the date the goods are made available by MLT will be applied, during which period no storage fee will be charged.

Weights and quantities must be checked by the addressee at the time of delivery.

In the event of any damage or missing goods, reservations must firstly be marked on the carrier's receipt and then be confirmed by registered mail three days of delivery at the most. Any such reservation must be quantified and justified, the words 'received pending inspection' or similar having no legal value.

Guarantee

Any apparent defect or any non-conformity must be notified eight days at the most after the date of delivery. No claims will be accepted after assembly under any circumstances whatsoever. Claims for defects in manufacture, materials, assembly or design that cannot be revealed by normal inspection, must be confirmed three months at the latest after the date of reception. The guarantee does not apply in the event of faulty assembly, normal wear, use beyond what is specified deemed to be not for the intended purpose, interventions on the equipment by the customer or a third party or force majeure.

Goods will only be taken back after prior agreement with MLT's Commercial Management. Our guarantee is restricted to replacing and returning any equipment recognized as being faulty, and excludes any other form of compensation whatsoever to the benefit of the Customer or to a third party.

Transfer of ownership

The transfer of ownership is deemed to be made :

- when the goods are made available to the carrier, if MLT is in charge of organizing the transport,
- when the goods are made available in our warehouses, if the customer takes care of the collection.

However, notwithstanding the above provisions and in accordance with the law 80-335 of May 12, 1980, the transfer of ownership will only become final after full payment of the price of the goods. In this respect, if the purchaser is subject to receivership or liquidation, MLT reserves the right to claim, within the framework of the collective proceedings, the goods sold and remaining unpaid. This transfer of physical ownership of the product does not entail the transfer of intellectual and/or industrial property rights. Therefore, the customer has no right to reproduce, modify or alter the product, models, images, logos and trademarks, without the prior written consent of MLT.

This principle does not call into question the compensation in case of damage, which is defined by the Incoterms 2020 (International Chamber of Commerce), which define the date of transfer of risk.

Force majeure

Our Company may not be held liable for any delay, error or damage or any other fault in carrying out its obligations in the event of any occurrence of force majeure understood in a wider sense than that of French jurisprudence.

Applicable law and disputes

French law shall be exclusively applicable for all offers made and/or contracts concluded by MLT or any differences resulting from any such offer or contract.

Any disputes raised as a result of offers made and/or contracts concluded by MLT will be brought before the Court of Saint Etienne (42), France.

Furthermore, MLT is authorized to take legal action against the Customer in the Customer's country of establishment, or its place of business or in the country in which the products are located.

GCS of October, 3rd 2022