

GENERAL TERMS AND CONDITIONS OF SALE 2026

1. Scope of Application

- These General Terms and Conditions of Sale (the "**GTCS**") govern the contractual relationship between **AGRO INGREDIENTS TECHNOLOGY SAS ("AIT")**, whose registered office is located at 7, quai de l'Apport Paris, 91100 Corbeil-Essonnes, France, and its customers, namely industrial bakeries, distributors, and flour mills, for all sales conducted within mainland France (the "**Customer**").
- The GTCS constitute an inseparable contractual package, notably together with the general product price list attached hereto as Appendix 1 (the "Price List").
- Pursuant to Article L.441-1 of the French Commercial Code, it is recalled that the GTCS constitute the sole basis for commercial negotiations.
- Under no circumstances shall AIT be obliged to accept without reservation the Customer's purchasing conditions or any conditions creating a significant imbalance in the rights and obligations of the parties. It is in the mutual interest of AIT and the Customer to negotiate in good faith and fairly, in the most favorable context possible for reaching and signing a balanced and constructive master agreement. Accordingly, the Customer shall not be entitled to reject the GTCS in their entirety in order to unilaterally impose its own purchasing conditions on AIT.
- Failure by AIT to invoke one or more provisions of the GTCS shall not under any circumstances be deemed a waiver of its rights.
- No special conditions shall prevail over these GTCS unless expressly accepted in writing by both parties.
- The Customer shall have one month from receipt of the GTCS to notify AIT in writing and explicitly of any detailed reasons for rejecting the GTCS, accepting them, or proposing provisions to be negotiated. Failing any response within such period, the GTCS shall be deemed fully accepted by the Customer. During the same period, AIT shall provide the Customer with its 2026 draft annual agreement or framework agreement and any applicable purchasing terms and conditions. The commercial terms negotiated between AIT and the Customer shall enter into force simultaneously with the effective date of the agreed Price List.

2. Orders

- Any order for delivery within mainland France must be submitted in writing and recorded by AIT. Only the recording of the order by AIT shall constitute order acceptance.
- Any prepaid order shall be placed on the basis of a pro forma invoice issued by AIT and returned by the

Customer duly signed and stamped. The order shall only be considered accepted once AIT has received and recorded the signed and stamped pro forma invoice.

- Orders must clearly specify the Customer's corporate name, contact details, date, purchase order number, product codes and descriptions, packaging, quantities, and the agreed delivery dates and locations. The Customer is responsible for verifying the accuracy of the email address to which the order is sent.
- Any order accepted by AIT shall become final and may neither be cancelled nor modified by the Customer.
- If AIT neither expressly confirms nor rejects an order in writing within five (5) business days, delivery of the order shall constitute tacit acceptance.
- Where an order is abnormal in terms of quantity, AIT and the Customer agree to discuss the matter within forty-eight (48) hours and redefine the delivery arrangements accordingly, without any penalty being applied.
- In the event of production constraints and/or difficulties in sourcing raw materials used in the manufacture of the products, regardless of the cause, AIT reserves the right to allocate available quantities by product and delivery location to ensure equal access to its products for all customers.
- Under such circumstances, AIT shall not accept any logistics-related penalties.

3. Deliveries

3.1 Delivery Details

- Deliveries shall be made in the order in which orders are accepted. However, in the event of product unavailability, AIT may make total or partial deliveries. In the event of a partial delivery, AIT shall inform the Customer no later than the day following shipment and shall cancel the undelivered portion of the order. The Customer must then place a new order for the products not shipped. No compensation shall be payable to the Customer in this respect.
- Delivery times are provided for guidance only and depend on procurement and transportation arrangements made by AIT.
- Delays in delivery shall not give rise to damages, penalties, deductions, or cancellation of outstanding orders.
- Where required by the applicable Incoterm, the Customer undertakes to provide AIT with proof of delivery upon receipt of the products.

Transfer of Risk

- The products shall travel at the Customer's risk and expense (from the main carriage onward). In the

event of loss or damage, the Customer shall make all necessary observations upon delivery (including reservations on the transport document) and confirm such reservations to the carrier by registered letter with acknowledgment of receipt within three (3) days of receipt of the goods.

- Risk transfer shall occur in accordance with the delivery terms negotiated with the Customer.

3.2 Product Non-Conformity Upon Receipt

- Without prejudice to claims against the carrier, any complaint concerning non-conformity between the delivered product and the ordered product or shipping note must be submitted in writing to the Quality Department within five (5) business days of delivery. AIT shall respond as promptly as possible.
- AIT warrants that product labeling complies with European regulations. However, if the Customer distributes products outside the European Union, the Customer shall be solely responsible for all mandatory labeling requirements and market authorization approvals. It is the Customer's sole responsibility to provide AIT with any information required under local regulations. The Customer shall also be solely responsible for any label translations it carries out itself.

4. Returns

- Any product return must be expressly agreed between AIT and the Customer. Such agreement shall determine which party bears the return costs. In the absence of such agreement, any returned product shall be refused upon receipt and shall not give rise to a credit note or replacement.
- Returned goods must be accompanied by a credit note authorization number and must be in the condition in which they were delivered by AIT.
- Any return accepted by AIT shall result either in the issuance of a credit note or replacement of the product, following qualitative and quantitative verification of the returned products and acceptance by AIT of proof of non-conformity. Returns not complying with this procedure shall result in the forfeiture of any deposits paid by the Customer. The same shall apply to products destroyed without submission to AIT of a destruction certificate. Where non-conformity is identified after delivery, a credit note shall be issued and destruction may only take place under conditions specified by AIT. The destruction certificate must indicate the products concerned, quantities, date, and method of destruction.

5. Use of Products

- AIT provides advice and support for the proper use of its products and therefore shall not be liable for improper use or storage conditions by the Customer or the Customer's own customers. The Customer shall indemnify and hold AIT harmless against any related claims.

6. Prices

- Product prices are established on the basis of raw material costs, packaging costs, transportation

costs, production costs (labor and energy), and certain ancillary costs, taking into account forecast purchasing costs averaged over the validity period of the Price List. Prices are determined in light of the economic environment existing at the date on which the GTCS are sent by AIT to the Customer, in accordance with applicable legislation.

- Pursuant to Article L.441-1-1 of the French Commercial Code, AIT has chosen Option 3 for products subject to that provision.
- Where applicable and where the prices listed in the Price List differ from those of the previous year, AIT shall appoint an independent third party to certify the portion of such change attributable to agricultural raw materials or processed products referred to in the relevant legal provisions. The certificate shall be provided to the Customer within one month following transmission of the GTCS.
- The independent third party shall also certify, upon completion of negotiations, that negotiations did not concern the non-negotiable portion corresponding to changes in agricultural raw material costs. If certification is not provided within one month after conclusion of the agreement, the parties wishing to continue their business relationship shall amend their contract within two months of signing the initial agreement.
- Unless otherwise agreed, prices invoiced shall be those in force on the delivery date. Prices are exclusive of VAT, taxes, duties, charges, and other costs, all of which shall be borne by the Customer. Prices remain firm during their period of validity.
- AIT may amend its Price List in the event of significant variations in any indicator affecting the product production costs.

7. Price Renegotiation

- Pursuant to Article L.441-8 of the French Commercial Code, for contracts with a performance period exceeding three months relating to agricultural or food products, the parties agree to renegotiate prices if production costs are significantly affected by fluctuations in agricultural raw materials, food commodities, energy, transport, or packaging materials.
- Renegotiation shall occur where production costs vary by more than $\pm 10\%$ compared with the last applicable price, based on the published reference indices specified in the contract.
- Renegotiation shall:
 - be conducted in good faith and within one (1) month;
 - respect industrial, commercial, and business secrecy obligations;
 - aim at an equitable allocation between the parties of increases or decreases in production costs;
 - be initiated by either party, provided supporting information is supplied;

- be documented in accordance with Article D.441-4 of the French Commercial Code.

8. Payment

8.1 Terms

- Unless shorter payment periods are agreed or specific regulations apply, invoices shall be paid within thirty (30) days from the delivery date. Customer complaints shall not postpone payment. The Customer may offset AIT invoices only against claims that are certain, liquidated, and due, in accordance with Article 1347-1 of the French Civil Code.

8.2 Late Payment

- In the event of late payment, AIT may suspend all outstanding orders. Pursuant to Article L.441-10 of the French Commercial Code, overdue amounts shall automatically accrue interest at three times the statutory interest rate in force, plus a fixed recovery fee of EUR 40.
- If actual recovery costs exceed EUR 40, the Customer shall reimburse all additional documented recovery costs, including officers' fees.
- Failure to pay within forty-eight (48) hours following unsuccessful formal notice shall entitle AIT to terminate the sale automatically and seek recovery of the products, without prejudice to any claim for damages.

8.3 Discounts

- AIT does not grant any discount for payment prior to the contractual due date.

9. Force Majeure

- The occurrence of a force majeure event shall suspend the obligations of the affected party. Force majeure shall have the meaning set forth in Article 1218 of the French Civil Code. The affected party shall notify the other party in writing, describing the event and its anticipated duration. If the event prevents performance for more than two (2) months, the other party may terminate the contract by written notice.
- Force majeure events include, without limitation, fire, flooding, earthquakes, exceptional weather conditions, natural disasters, war, terrorist attacks, riots, strikes, fuel shortages, government actions, embargoes, accidental production shutdowns, raw material shortages, pollution events, epidemics, pandemics, road blockades, gas shortages, and supplier supply disruptions.

10. Confidentiality

- Throughout their business relationship, the parties may exchange commercial, technical, financial, or strategic information constituting trade secrets. Each party undertakes to keep such information strictly confidential.

- Where two or more customers engage in joint negotiations, confidential information may be exchanged only in compliance with the mandate granted and applicable competition law.

11. Hardship (Imprévision)

- Pursuant to Article 1195 of the French Civil Code, if unforeseeable economic circumstances occurring during performance of the negotiated commercial terms render performance excessively onerous, AIT may amend its Price List upon giving eight (8) weeks' prior notice.

12. Intellectual Property

- The Customer acknowledges having no right whatsoever in the trademarks, models, trade names, or distinctive signs under which AIT products are marketed, all of which remain AIT's exclusive property.
- More generally, the Customer undertakes not to impair AIT's intellectual property rights or make improper use thereof that could damage or devalue its products.

13. Retention of Title

- Title to the goods sold shall not pass to the Customer until full payment of the purchase price, including principal, costs, and ancillary charges, has been received.
- This retention of title clause shall not prevent the transfer of risk to the Customer upon delivery of the products, in accordance with Article 3.2 above. The Customer undertakes to exercise all due care in the custody and preservation of the goods and to maintain any appropriate insurance coverage.
- The delivered goods must be clearly identified and kept separate from goods of the same nature supplied by third parties until the purchase price has been paid in full. Failing such identification, AIT shall be entitled either to demand reimbursement or to repossess any goods still held in stock.
- Until full payment has been made to AIT, the Customer shall not, for any reason whatsoever, resell, process, or otherwise transform the goods purchased. It is expressly agreed that failure to pay any instalment or payment due shall render the entire outstanding balance immediately payable and may result in the immediate repossession of the goods.

14. Jurisdiction and governing law

- In the event of any dispute relating to the interpretation or performance of these terms and conditions, including in cases of urgency, exclusive jurisdiction shall be vested in the Commercial Court having jurisdiction over the registered office of AIT, regardless of the number of defendants or any third-party proceedings. This jurisdiction clause shall also apply to interim and summary proceedings.
- These terms and conditions shall be governed by and construed in accordance with French law.

“Export” TERMS AND CONDITIONS OF SALE FOR 2026

1. Scope of these Terms and Conditions of Sale

- These Terms and Conditions of Sale (the **“T&Cs”**) are intended to govern the contractual relations between SAS AGRO INGREDIENTS TECHNOLOGY (**“AIT”**) located at 7, quai de l’Apport Paris 91100 Corbeil Essonnes and its professional customers, industrial bakeries, distributors and mills for any sale outside metropolitan France (the **“Customer”**) when selling products marketed by AIT (the **“Products”**). The T&Cs form an inseparable contractual whole, in particular with the list price for the products attached in Appendix 1 (the **“Price”**). The T&Cs form an inseparable contractual whole, in particular with the negotiated price based on quotations (proforma invoices) for the products (the **“Price”**).
- Pursuant to Article L.441-1 of the French Commercial Code, it is reiterated that the T&Cs constitute the sole basis for commercial negotiation. After receiving the T&Cs, the fact that the Customer places an order implies acceptance of the T&Cs. All sales made by AIT are subject to the T&Cs.
- Under no circumstances shall AIT be required to unreservedly accept the Customer’s terms and conditions of purchase or conditions showing a significant imbalance in the rights and obligations of the parties. It is in the common interest of the Customer and AIT to negotiate in good faith and fairly, in a context as favourable as possible to obtaining and signing a single balanced and constructive agreement. In this respect, the Customer is not entitled to depart from all of the T&Cs in order to unilaterally impose on AIT its terms and conditions of purchase.
- The fact that AIT does not avail itself of one or more of the provisions of the T&Cs shall not under any circumstances constitute a waiver on its part.
- No special conditions may, unless formally accepted in writing by the parties, prevail over the T&Cs.
- The Customer shall have one month from receipt of the T&Cs to explicitly notify in writing the detailed reasons for rejecting these T&Cs or their acceptance or, where applicable, the provisions of the T&Cs that the Customer wishes to negotiate. If no response is received during this period, the T&Cs will be considered as accepted by the Customer in their entirety. Within this same period, AIT will send the Customer its draft single agreement or framework contract and any terms and conditions of purchase.
- The commercial terms and conditions negotiated between AIT and the Customer shall enter into force simultaneously on the effective date of the Price agreed between the Parties.
- The Customer thus assumes full responsibility for any non-compliance with the local legislation of the country, other than France, in which it resells the Products, particularly in terms of composition or

labelling. In the event of non-compliance by the Customer with local legislation resulting in adverse consequences for AIT, in particular the impossibility of marketing its Products itself in its other territories, AIT reserves the right to hold the Customer liable.

2. Orders

- Any order outside Europe must be the subject of a written order registered by AIT. Upon receipt of the order, AIT shall send a proforma invoice to the Customer, which must return it to AIT stamped and signed. Only the registration after receipt by AIT of the proforma invoice stamped and signed by the Customer results in its validation.
- All orders with prepayment must be placed on the basis of a proforma invoice sent by AIT and returned by the Customer stamped and signed. The order will only be validated once AIT has received the proforma invoice stamped and signed by the Customer.
- All orders must state precisely the Customer's corporate name, its contact details, the date, the purchase order number, the code and description of the products, their packaging, their quantities and the delivery dates and places agreed with the Customer. It is the customer's responsibility to check that the e-mail address to which the order is addressed is correct.
- Any order validated by AIT becomes final and is not subject to cancellation or modification except with the express and explicit agreement of AIT.
- In the absence of written confirmation or express refusal of the order by AIT within 5 working days, delivery of the order by AIT shall be deemed tacit acceptance.
- In the event of an order that is abnormal in terms of quantity, and in order to protect their respective interests, AIT and the Customer agree to exchange with one another within 48 hours and therefore redefine the new delivery terms without any penalty being applied.
- In the event of manufacturing constraints and/or difficulties in supplying raw materials included in the composition of the Products, regardless of the cause thereof, AIT reserves the right to define the allocation of the quantities available per Product and per delivery point in order to ensure equal access for its customers to its products.
- In the context of these difficulties, AIT will not be able to accept a logistical penalty.

3. Deliveries

3.1 Details

- The delivery times of the Products shall be adapted on a case-by-case basis to take into account the delivery times of the Products to the place of destination agreed in the country concerned and the

modes of transport chosen.

- Delivery is understood to be the physical delivery of the Products to the Customer or its representative, who accepts it and acknowledges receipt by signing the consignment note and the delivery notes before handing over to the driver.
- Deliveries may be accompanied by several delivery notes without this constituting grounds for refusal of the delivery by the Customer.
- In the event that AIT is unable to deliver, within the agreed deadlines, an order that it has accepted, AIT undertakes to inform the Customer 24 hours before the scheduled appointment date, in order to allow the latter to modify, without damage, the workload plan of its delivery point. In return, no penalty for late delivery shall be charged to AIT.
- Deliveries are made in the order in which orders are validated. However, in the event of unavailability, AIT is authorised to make deliveries in whole or in part. The Customer must then reorder the Products that could not be shipped and no penalty can be claimed by the Customer as a result.
- Delivery times are indicative. The Customer may not avail himself of a normal delivery period faster than the general delivery time to consider that there is a delay in delivery if it complies with the general delivery time. No delay shall entitle the Customer to demand payment of compensation or modify payments on the agreed due dates. Similarly, no delay may give rise to the cancellation of orders in progress or a refusal of the Products.
- Consequently, the deadlines are not enforceable against AIT before this date, particularly in the context of penalties. AIT shall endeavour to comply with the agreed delivery days but any advance or delay of less than two (2) hours before or after the delivery time shall not give rise to refusal of the Products, cancellation of the sale or any penalties. In accordance with the provisions of Decree No. 2017-461 of 31 March 2017, the Products shall be unloaded by the Customer under its sole responsibility for shipments equal to or greater than 3 tonnes, the carrier being required to unload only shipments of less than 3 tonnes.

Transfer of risk

- The Products travel at the Customer's risk (from the main Transport), the Customer being responsible in the event of damage or failure for making all necessary observations at the time of delivery (reservations on the waybill document) and for confirming its reservations by way of a letter sent by registered post with acknowledgement of receipt to the carrier within three days of receipt of the goods.
- The transfer of risk shall take place in accordance with the Incoterm negotiated with the Customer.

3.2 Non-compliance of products upon receipt

- Any reservation or dispute relating to missing items and/or damage related to the transport of the Products must be made in writing on the transport document and countersigned by the carrier, then confirmed to the carrier by way of a letter sent by registered post with acknowledgement of receipt within three clear days (Article L.133-3 of the French Commercial Code) with a copy of the transport document sent by registered post with acknowledgement of receipt to AIT. Failing this, the Customer may not claim any compensation from AIT in this respect. AIT guarantees that the label complies with European regulations. However, if the Customer distributes products outside the European Union, the Customer is solely responsible for the mandatory information that must appear on the label as well as the marketing authorisations. It is the Customer's sole responsibility to communicate to AIT all the information required by local regulations, including in the event that a label is communicated and translated from a foreign language by the Customer.
- Furthermore, in the event of non-compliance detected after delivery, it will be the subject of a credit note and the destruction can only be carried out under the conditions that may be imposed by AIT. The certificate of destruction must be sent and must include the name of the products, their quantity, the date and the method of destruction.

4. Use of products

- AIT provides advice and materials necessary for the proper use of its Products and cannot therefore be held liable for misuse and storage conditions of its Products by the Customer, or the Customer's own customers, for which the Customer will guarantee and fully compensate AIT in the event of recourse.

5. Price

- The applicable price is the negotiated quotation and remains in force on the date of delivery. This Price is available to the Customer upon request. It takes effect on 1 January 2026 and has a maximum maturity of 31 December 2026. Before its maximum maturity, the agreed price may however change in the cases and in accordance with the terms and conditions laid down in the T&Cs.
- The price is not subject to change after signature of the proforma. AIT wishes to provide details on the construction of its price.
- The prices of the Products are established on the basis of the costs of raw materials of the sectors concerned, packaging, transport costs and production costs (labour, energy) and certain ancillary costs, taking into account, in particular, the estimated purchase costs calculated on average over the period of validity of the Price from the date of application thereof. They are fixed in consideration of the economic environment existing on the date the T&Cs are sent by AIT to the Customer, in accordance

with the legal provisions in force.

- In accordance with the provisions of the new Article L.441-1-1 of the French Commercial Code, AIT, given the changes to its price list and its organisation, considered that option 3 was the most appropriate when the Products it sells are subject to this provision.
- When these products are subject to this provision, and to the extent that the prices appearing in this Price show an evolution compared to those of the previous year, AIT will mandate an independent third party to certify the part of this evolution which results from that of the price of agricultural raw materials or processed products mentioned in 1° of the same article. The independent third party's certificate will be sent by AIT to the Customer within the month following sending of the T&Cs.
- The independent third party is also responsible for certifying at the end of the negotiation that, in accordance with II of Article L. 443-8 of the French Commercial Code, the negotiation did not concern that part of the supplier's price evolution resulting from that of the price of agricultural raw materials or processed products mentioned in the first paragraph of article L.441-1-1, I of the French Commercial Code. In the absence of a certificate within one month of the conclusion of the contract, the parties wishing to continue their contractual relationship must amend their contract within two months of signing the initial contract.
- Article L.441-1-1, I of the French Commercial Code does not apply to wholesalers as defined in I of article L.441-1-2 for their purchasing and resale activities, nor to certain food products as defined by Decree no. 2021-1426 of October 29, 2021.
- In this case, AIT shall involve an independent third party who shall proceed with the certification, under the conditions provided for in Article L.443-8 I 3° of the French Commercial Code, that the negotiation of the commercial conditions negotiated with the Customer has not concerned the share of the change in the Price resulting from the price of the agricultural inputs. In the event of refusal of certification by the independent third party, the parties shall amend the negotiated commercial terms so that the negotiation does not relate to this share of the change in the Price relating to agricultural inputs.
- Unless otherwise agreed between the parties, prices are invoiced according to the Price in force on the day of delivery. These prices are exclusive of taxes, duties, other charges and expenses of any kind whatsoever. These costs, charges, taxes and duties shall be borne by the Customer. These prices are firm during their period of validity.
- AIT may change its Price in the event of a variation in one of these indicators that has a significant impact on the average cost of the Products. In the construction of the Price, AIT takes into account other costs that are part of the composition of the Products and which may also fluctuate significantly during the

period of validity of the Price.

- Within the framework of the application of Article L.443-4 of the French Commercial Code, AIT has adopted the following indicators for the following ranges or Products:
 - Flour and composed flour range or product: common wheat indicator published by Euronext, barley (correlation to the wheat market), corn indicator published by Euronext, sugar published by LIFFE London.
 - Technological ingredients range or product: rapeseed oil indicator published by Euronext,
 - Pastry ingredients range or products: powdered milk and butter indicator published by ATLA.
- The above indicators have been taken into account by AIT, as have many other costs and indicators related, for example, to packaging, R&D costs and various marketing costs.

6. Renegotiation of the price

- In accordance with Article L.441-8 of the French Commercial Code, for contracts with a term of more than three months relating to the sale of agricultural or food products, the parties agree, if the cost of production of the Products is significantly affected by fluctuations in the prices of agricultural and food raw materials, energy, transport and materials used in the composition of the packaging, to renegotiate the price to take into account these upward or downward fluctuations under the following conditions and subject to the following reservations:
 - Renegotiation will take place in the event of a variation, since the last applicable price came into force, of 10% above or below the production price of the Products concerned due to the variation over 3 rolling months of the price of agricultural raw materials, energy, transport and materials used in the composition of the packaging, by reference to the indices published by the observatory of the formation of prices and margins of food products, or, failing this, by reference to the IPPAP indices published by INSEE most specific in relation to the raw materials concerned, the CNR LD EA index for transport, the paper and cardboard index published by INSEE for the French market for the cost of packaging and the index of the price of electricity for industrial consumers in France published by Eurostat, it being understood that the variation rate of these indices shall be assessed in relation to the last indicator or index published at the time of the entry into force of the last price applicable to each product concerned. The 10% above or below are understood separately or for all indices combined.
 - Renegotiation will be conducted in good faith, in accordance with trade, industrial and business secrecy, within a maximum of one (1) month.
 - Renegotiation will seek to ensure a fair distribution between the parties of the increase or decrease

in production prices resulting from these fluctuations. In particular, it will take into account the impact of these fluctuations on all players in the supply chain.

- The price will be renegotiated at the initiative of either party. In this respect, the Party initiating the renegotiation undertakes to communicate to the other Party all information likely to enable the parties to verify and measure the variation in the production price of the products concerned by this clause. If it fails to communicate this information, the other Party will be authorised to appoint the expert of its choice to obtain communication thereof, the latter being required to respect the business secrecy of the parties.
- A report on this negotiation will be drawn up in accordance with the procedures defined in Article D.441-4 of the French Commercial Code.
- This Article will not prevent any other renegotiation that may be undertaken by the parties.

7. Payment

7.1 Terms

- All customers must be able to demonstrate a sufficient level of solvency in order to ensure that their outstanding amount is covered by credit insurance.
- Failing this, payments shall be made in cash up to 50% of the sums due at the time of the order. In other cases, payments shall be made by the Customer to the address of AIT's registered office.
- Unless otherwise agreed between the parties or specific regulations, payments shall be made within a period of thirty (30) days from the date of delivery. This period may not be delayed for any reason whatsoever. Claims made by the Customer do not postpone the due date for payment of the order to which they relate.
- All invoices must be paid on their due date, even in the event of a dispute in relation to its wording or content which will, where applicable, be subject to subsequent adjustment. Any disagreement must be reported within eight (8) days of delivery of the Products. After this period, the invoice will be considered accepted. In accordance with Article L.441-17 of the French Commercial Code and Recommendation No. 19-1 of the CEPC (French Commission for the Review of Commercial Practices), the Customer is prohibited from automatically deducting from the invoice issued by AIT the penalties or discounts corresponding to non-compliance with a delivery date or non-compliance of the goods, when the debt is not certain, liquid or due, without AIT being able to verify the reality of the complaint invoked by the Customer.
- In the event of deferred payment, not the simple delivery of a paper instrument or a cheque involving an

obligation to pay, but their payment on the agreed due date, constitutes a payment within the meaning of this article.

7.2 Delays

- If an invoice due is not paid, even partially, late payment penalties will apply, without prejudice to any damages. Late payment penalties are payable without any reminder being necessary. They will run from the day after the due date. In accordance with Article L441-10 of the French Commercial Code, any delay in payment will automatically incur penalties corresponding to 3 (three) times the legal interest rate in force at the time, and a fixed indemnity of 40 (forty) euros to cover collection costs.
- These penalties shall apply until the debt has been paid in full. These penalties shall be payable at AIT's request. However, in the event that collection costs exceed €40, the Customer must reimburse any additional costs incurred in collecting the sums due, including legal fees, on presentation of supporting documents. In addition, any late payment may result in the suspension of the fulfilment of orders in progress. Finally, all sums due in respect of the unpaid order or other orders already delivered or in the process of being delivered shall be immediately due upon receipt of a formal notice from AIT sent by registered post with acknowledgement of receipt.
- A maximum outstanding amount is granted by AIT to the Customer according to the credit authorisation obtained from the insurance companies. Any deterioration in the customer credit may, at any time, justify one or more of the following measures: revision of the authorised outstanding amount, constitution of certain guarantees, reduction of payment deadlines and/or payment. AIT reserves the right to request additional compensation upon presentation of supporting documents, it being understood that no penalty may be applied to AIT for orders that have not been delivered for these reasons.
- In the event of non-payment forty-eight hours after formal notice has been served and remains unheeded, the sale shall be automatically terminated if AIT sees fit. It may request, in summary proceedings, the return of the products, without prejudice to any other damages. If the payment is staggered, the non-payment of a single instalment shall result in the entire debt becoming immediately due, without formal notice.

7.3 Discounts

- AIT does not intend to grant any discount for payment on a date prior to that resulting from the Terms and Conditions of Sale.

8. Force majeure

- In the event of force majeure, the obligations of the affected Party are suspended. For the performance of the Agreement, it is specified that force majeure is understood in light of the legal definition set forth in Article 1218 of the French Civil Code. The Party affected by a force majeure event informs the other Party in writing, detailing the elements characterising the force majeure event, and indicating the estimated duration of the situation. In the event that the Party affected by force majeure is unable to perform its obligations for a period of more than two (2) months, the other Party can terminate the Agreement by sending written notice.
- The Agreement will be terminated on the date of receipt of said notice.
- In particular, the following are considered to be force majeure: fire, flood earthquake, exceptional weather conditions or any other natural events, war, attacks, riots or insurrections, strikes of all or part of AIT's personnel or its usual carriers or difficulties in the supply of fuels, any strike movements affecting AIT subcontractors, the action of a government, or a government agency, embargoes or other governmental or judicial proceedings not initiated by or specifically directed against AIT, production stoppages due to fortuitous breakdowns, the impossibility of being supplied with raw materials, pollution of any kind that may lead AIT to interrupt its production, epidemics and pandemics, roadblocks, strikes or disruptions of supply or gas and any other causes of disruption of supply by AIT suppliers.

9. Confidentiality

- Throughout the duration of their business relationship, the Parties may exchange commercial, technical, financial or strategic information that is subject to business secrecy. The parties respectively undertake to keep this information strictly confidential.
- In the event that two or more Customers decide to conduct joint negotiations, the transmission of confidential information between said Customers may only take place in compliance with (i) the mandate entrusted to the entity or the Customer responsible for joint negotiations and (ii) competition law.

10. Unforeseen circumstances

- In accordance with the provisions of Article 1195 of the French Civil Code, in the event of a change in the unforeseeable economic conditions at the time of the conclusion of the Negotiated Terms and Conditions in progress, making its performance excessively onerous, AIT may modify the Price of its Products, subject to it giving eight (8) weeks' notice.

11. Intellectual property

- The Customer acknowledges that it has no right of any kind to the trademarks, models, names or distinctive signs under which the AIT products are marketed and which are and remain its exclusive property.
- In general, the Customer undertakes not to alter all of AIT's intellectual property rights and not to make improper use thereof that would discredit and devalue its products.

12. Retention of Title

- Title to the goods sold shall only pass to the customer after full payment of the price in principal and incidentals.
- Since this clause does not prevent, from delivery of the products, the transfer of risks to the customer, in accordance with article 3.2 above, the customer undertakes to take all the necessary care to keep and preserve the goods and to take out all the necessary insurance.
- The goods delivered must be individualised and not mixed with others of the same nature from other suppliers until full payment of the price. In the absence of individualisation, AIT may demand reimbursement or take back those still in stock.
- The customer may not, for any reason whatsoever, resell or transform the acquired goods until their price has been paid in full to AIT.
- It is expressly agreed that in the event of failure to pay any of the instalments, the entire price shall become immediately due and may result in the immediate demand of the goods.

13. Jurisdiction and applicable law

- In the event of a dispute, whether relating to the interpretation or the performance hereof, and even in an emergency, exclusive jurisdiction is attributed to the commercial court in the place where the registered office is located, whether or not there are multiple defendants or introduction of third parties. This jurisdiction also applies in summary proceedings. The applicable law is French law.