

TERMS AND CONDITIONS OF SALE OF SAINT JEAN TOOLING SAS**Article 1 - Definitions**

In these General Terms and Conditions of Sale ("the Conditions"), the following expressions have the meanings defined below: "Buyer" means the customer and any person succeeding the customer or to whom the customer's rights are assigned who purchases the Products; "Product(s)" means the product as specified in Saint Jean Tooling's written order confirmation or quotation; "Contract(s)" means each transaction between the Buyer and SAINT JEAN TOOLING for the sale of Products to the Buyer.

Article 2 - Scope of application

The Conditions apply exclusively to each Contract, to the exclusion of the Buyer's general conditions.

Article 3 - Offers - Orders

3.1. SAINT JEAN TOOLING's offers are not binding, even if they include a deadline. Orders, whether transmitted to SAINT JEAN TOOLING directly or through its commercial intermediaries, are only considered accepted and a contract is only concluded after written confirmation by SAINT JEAN TOOLING. Acknowledgement of receipt of an order does not constitute acceptance of the order.

3.2. No waiver or modification of any offer, Contract or these Conditions shall be valid unless expressly accepted in writing by SAINT JEAN TOOLING.

Article 4 - Delivery time - Partial delivery and partial invoicing

SAINT JEAN TOOLING makes every effort to meet delivery deadlines but these are given purely as an indication and SAINT JEAN TOOLING cannot be held responsible in the event of delay. Partial deliveries and partial invoicing are permitted.

Article 5 - Prices and terms of payment

5.1. The price of the Products ("the Price") is the Price set forth in SAINT JEAN TOOLING's non-binding offer and/or order confirmation (which shall prevail over the offer) or, if no price has been offered, the price in SAINT JEAN TOOLING's current price list of Products. The Price is net and excludes customs duties, taxes and levies (collectively "Taxes") applicable to the sale of the Products.

5.2. In the event that, at the Purchaser's request, the Price is fixed and invoiced in a currency other than the currency indicated by SAINT JEAN TOOLING in its offer or order confirmation, the Purchaser shall indemnify SAINT JEAN TOOLING for any loss resulting from the variation in the exchange rate between these two currencies which may have occurred between the date on which the Price was fixed by SAINT JEAN TOOLING in its offer or order confirmation and the effective date of payment.

5.3. Unless otherwise agreed in writing, the Buyer shall pay the Price and Taxes invoiced by SAINT JEAN TOOLING within sixty days of the invoice date for delivery of Product within the European Union or within thirty days for delivery of Product outside the European Union.

5.4. Any sum due to SAINT JEAN TOOLING under these Conditions is considered paid (a) when it is paid into SAINT JEAN TOOLING's bank account, or (b) if there is an assignment of the claim, when the assignee of the claim is actually paid definitively and without recourse to third parties linked to the method of payment. The Purchaser is responsible for the method of payment and bears all costs associated with this method of payment.

5.5. In the event of failure to pay the Price or any applicable Taxes in full when due, and without prejudice to any other rights or damages, any unpaid sum will be increased from the due date, ipso jure and without formal notice, by legal interest equal to the interest rate applied by the European Central Bank to its most recent refinancing operation, increased by 10 (ten) percentage points. In addition, SAINT JEAN TOOLING may claim all relevant collection costs incurred. Any failure to pay on the due date shall result in the immediate payment of any other amount owed by the Buyer. In addition, any default in payment shall entitle SAINT JEAN TOOLING to immediately terminate all outstanding Contracts with the Buyer, whether or not they have begun to be performed, and/or to suspend all deliveries. SAINT JEAN TOOLING will notify the Buyer of such termination.

Article 6 - Transfer of risk and delivery

Unless the parties have mutually agreed on an Incoterm (as defined by the latest version of the rules of the International Chamber of Commerce for the interpretation of commercial terms), the transfer of risk of loss of or damage to the Product and delivery take place ex works/warehouse at the time the Product is handed over to the first carrier.

Article 7 - Transfer of ownership and retention of title

7.1. Notwithstanding the transfer of risk to the Buyer under Article 6 above, ownership of the Product is not transferred to the Buyer until full payment of the Price and all sums due to SAINT JEAN TOOLING (including any additional amounts and in particular interest for late payment). As long as payment has not been made, the Product remains the property of SAINT JEAN TOOLING (hereinafter "the Product subject to retention of title").

7.2. The Buyer shall keep the Product under Retention of Title and store it at its own expense separately from its own property and the property of third parties. The Product subject to retention of title shall be adequately stored and protected, insured for its replacement value, and identified as belonging to SAINT JEAN TOOLING.

7.3. The Buyer is not authorized to give the Product subject to Retention of Title as security to its creditors, in particular as a pledge or to execute a seizure, nor to create a lien on these assets.

7.4. In the event of default by the Purchaser in the performance of the Contract and in particular in the event of non-payment, SAINT JEAN TOOLING or its agent shall have the right to take all appropriate measures to immediately repossess the Product subject to Retention of Title. All costs incurred by SAINT JEAN TOOLING or its agents in this connection shall be borne by the Purchaser.

7.5. In the event of sale or loss of the Product under Retention of Title, the amount received by the Buyer in compensation for such sale or loss shall be transferred to SAINT JEAN TOOLING.

7.6. In the event of a pledge, lien or right of retention on the Product subject to retention of title or in the event of seizure of the Product subject to retention of title, the Buyer shall immediately notify SAINT JEAN TOOLING in writing and provide SAINT JEAN TOOLING with all information necessary to object to the seizure or any other enforcement measure. The costs of SAINT JEAN TOOLING's claim against third parties shall be borne by the Purchaser insofar as no court of law imposes such costs on a third party.

7.7. The Buyer shall take all necessary measures to ensure that SAINT JEAN TOOLING's reservation of title to the Product is valid and enforceable against third parties.

Article 8 - Complaints - Warranty

8.1. In the event of an apparent defect or any other complaint concerning the delivery of the Product, the Purchaser must notify SAINT JEAN TOOLING immediately by telephone or e-mail and confirm this in writing no later than eight days after delivery of the Product. If the Buyer has not notified SAINT JEAN TOOLING of any defect immediately upon delivery, SAINT JEAN TOOLING shall not be liable and any rights of the Buyer of any nature whatsoever shall be barred in respect of the defect in the Product.

8.2. Subject to the provisions below and unless expressly agreed otherwise, SAINT JEAN TOOLING guarantees the conformity of the Product to the drawing specifications at the time of delivery of the Product. The Buyer warrants that the drawing and the 3D scan including any associated computer files communicated to SAINT JEAN TOOLING are identical. Except as expressly provided in its offer or order confirmation, SAINT JEAN TOOLING makes no other warranty, express or implied, under the law otherwise, as to the satisfactory quality or fitness of the Product for any particular purpose.

8.3. Whatever the cause of the complaint concerning a Product, SAINT JEAN TOOLING's liability is limited, at its free choice, to the replacement or reimbursement of the price of the Product recognized as missing, non-conforming or defective.

8.4. SAINT JEAN TOOLING's warranty does not apply in the event of improper or abusive use of the Product, improper storage or handling of the Product, failure (if any) to comply with SAINT JEAN TOOLING's instructions, or modification of the Product by the Purchaser or a third party. Likewise, the warranty shall not apply in the event of normal wear and tear of the Product or any defect resulting from specifications required by or on behalf of the Purchaser.

8.5. The Products must be used by competent persons, at their own discretion and risk, whether the Products are used alone or in combination with other products, or in any process. The Buyer is solely responsible for determining the suitability of the Product for the purpose for which it is used, the manner in which it is used, and whether or not such use complies with patents.

8.6. All advice, instructions and/or recommendations with respect to the Products and/or their use, whether written or oral, are given by SAINT JEAN TOOLING's employees or agents in good faith. SAINT JEAN TOOLING limits itself to ensuring that the information is given with reasonable skill and care.

Article 9 - Limitation of liability

9.1. In no event shall SAINT JEAN TOOLING be liable to the Buyer for any indirect, special or consequential loss or damage.

9.2. To the extent permitted by law and subject to the other Conditions, any other liability of SAINT JEAN TOOLING to the Buyer, whether contractual or extra-contractual, is limited to the amount of the Price under the relevant Contract except in the case of personal injury or death.

Article 10 - Force Majeure

Cases of force majeure and in general all circumstances which prevent, reduce or delay the manufacture or shipment of Products, or which render the performance of its contractual obligations exorbitant for SAINT JEAN TOOLING, give SAINT JEAN TOOLING the right, depending on the case, to terminate, reduce or suspend performance, the Purchaser not being entitled to claim damages as a result.

Force majeure includes any cause, event or circumstance beyond the reasonable control of SAINT JEAN TOOLING, such as, but not limited to: war, mobilization, strike or lock-out, riot, labor dispute, machine breakdown or production stoppage, explosion, fire, natural disaster, flood, transportation restrictions, raw material or energy supply difficulties and any intervention by public authorities. If the case of force majeure lasts for more than ten days, SAINT JEAN TOOLING reserves the right to immediately terminate the Contract by simple notification.

Article 11 - Buyer's solvency/change in legal or financial situation

If the Buyer becomes bankrupt or goes into liquidation, if a receiver is appointed for all or any of the Buyer's properties or assets or if a security holder takes possession thereof, or if the Buyer ceases or threatens to cease to carry on business, or if SAINT JEAN TOOLING reasonably fears that any of the above events mentioned in this clause is about to occur (and notifies the Buyer accordingly) then, without prejudice to any other rights and remedies of SAINT JEAN TOOLING, SAINT JEAN TOOLING may terminate the Contract and suspend all deliveries. In addition, the Price of Products which have been delivered but not yet paid for shall become immediately due and payable notwithstanding any prior agreement to the contrary.

Article 12 - Waiver - Invalidity

12.1. Any waiver by SAINT JEAN TOOLING of a breach by the Purchaser shall not be construed as a waiver by SAINT JEAN TOOLING of any subsequent breach of the same or any other nature.

12.2. The nullity, invalidity or unenforceability of any provision of these Terms shall not affect the validity of the remaining provisions, which shall remain in full force and effect. The parties will consult and negotiate in good faith to replace the null, invalid or inapplicable clause with a valid provision having similar effect.

Article 13 - Applicable law

These Conditions shall be governed by and construed in accordance with French law. The United Nations Convention on Contracts for the International Sale of Goods, signed in Vienna on April 11, 1980, is expressly excluded.

Article 14 - Jurisdiction

The parties agree to attempt to settle amicably any dispute between them concerning the performance or interpretation of the Contract. Failing amicable settlement, the dispute will be submitted to the exclusive jurisdiction of the Lyon courts.