

GENERAL 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 shall have the meanings set out below:

"Buyer" means the customer, as well as any successor or assignee, who purchases the Products;

"Product(s)" means the product as specified in the written order confirmation or offer issued by Saint Jean Tooling;

"Contract(s)" means any transaction between the Buyer and SAINT JEAN TOOLING for the sale of Products to the Buyer.

Article 2 – Scope

These Conditions apply exclusively to each Contract, excluding the Buyer's general terms and conditions.

Article 3 – Offers – Orders

3.1. Offers made by SAINT JEAN TOOLING are non-binding, even if a deadline is specified. Orders, whether placed directly with SAINT JEAN TOOLING or through its sales representatives, are only considered accepted and binding upon written confirmation from SAINT JEAN TOOLING. An order acknowledgment does not constitute order acceptance.

3.2. No variation 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 Invoicing

SAINT JEAN TOOLING will make every effort to meet delivery deadlines, but such deadlines are purely indicative. SAINT JEAN TOOLING cannot be held liable for any delay. Partial deliveries and invoices are allowed.

Article 5 – Price and Payment Terms

5.1. The price of the Products ("the Price") is the price indicated in the non-binding offer from SAINT JEAN TOOLING and/or in its order confirmation (which shall prevail over the offer), or, if no price was quoted, the price from SAINT JEAN TOOLING's current price list. The Price is net and excludes all duties, taxes, and levies (collectively "Taxes") applicable to the sale of the Products.

5.2. If, at the Buyer's request, the Price is set and invoiced in a currency different from that specified in the offer or order confirmation, the Buyer shall compensate SAINT JEAN TOOLING for any loss resulting from currency exchange rate fluctuations between the date the Price was fixed and the effective payment date.

5.3. Unless otherwise agreed in writing, the Buyer shall pay the Price and all applicable Taxes invoiced by SAINT JEAN TOOLING within sixty (60) days from the invoice date for deliveries within the European Union or within thirty (30) days for deliveries outside the EU.

5.4. Any amount due to SAINT JEAN TOOLING is deemed paid when (a) it has been received in SAINT JEAN TOOLING's bank account, or (b) in the event of an assignment of debt, when the assignee has been irrevocably and definitively paid without any third-party recourse. The Buyer is responsible for the payment method and all associated costs.

5.5. In case of late or incomplete payment of the Price or any applicable Taxes, and without prejudice to any other rights or claims, unpaid amounts shall accrue interest automatically and without notice from the due date, at the legal rate equal to the European Central Bank refinancing rate plus 10 percentage points. Additionally, SAINT JEAN TOOLING may claim all relevant recovery costs. Late payment will make all other amounts due by the Buyer immediately payable. SAINT JEAN TOOLING may also terminate any ongoing Contracts with the Buyer and/or suspend deliveries. SAINT JEAN TOOLING shall notify the Buyer of such termination.

Article 6 – Risk Transfer and Delivery

Unless otherwise agreed between the parties by specifying an Incoterm (as per the latest version of the ICC rules), the risk of loss or damage and the delivery of the Product shall transfer ex works/warehouse upon handover 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, ownership of the Product only passes to the Buyer upon full payment of the Price and all other sums due to SAINT JEAN TOOLING (including interest).

Until full payment, the Product remains the property of SAINT JEAN TOOLING ("Product under Retention of Title").

7.2. The Buyer shall keep the Product under Retention of Title at its own expense, separate from its own property and from third-party property, properly stored and insured at its replacement value, and clearly identified as SAINT JEAN TOOLING's property.

7.3. The Buyer is not authorized to pledge or assign the Product under Retention of Title as security, nor to create any lien over it.

7.4. In the event of the Buyer's default, particularly non-payment, SAINT JEAN TOOLING or its agent shall have the right to take all necessary steps to immediately recover the Product under Retention of Title. All related costs shall be borne by the Buyer.

7.5. In case of resale or loss of the Product under Retention of Title, the amount received by the Buyer as compensation shall be transferred to SAINT JEAN TOOLING.

7.6. In case of pledge, lien, or seizure of the Product under Retention of Title, the Buyer shall immediately notify SAINT JEAN TOOLING in writing and provide all information necessary to oppose such measures. The Buyer shall bear all recovery costs unless a court assigns them to a third party.

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

Article 8 – Claims – Warranty

8.1. In the event of apparent defect or any other issue concerning delivery, the Buyer must notify SAINT JEAN TOOLING immediately by phone or email and confirm in writing no later than eight (8) days from delivery. Failure to notify immediately shall bar any claim or liability of SAINT JEAN TOOLING.

8.2. Subject to the following and unless otherwise expressly agreed, SAINT JEAN TOOLING warrants the Product's compliance with the specifications on the drawing at the time of delivery. The Buyer guarantees that the drawing and 3D scan, including any associated files provided to SAINT JEAN TOOLING, are identical. Except as expressly stated in its offer or order confirmation, SAINT JEAN TOOLING gives no other warranty, express or implied, including fitness for a particular purpose.

8.3. In any case, SAINT JEAN TOOLING's liability for a Product claim is limited, at its discretion, to replacement or refund of the Product deemed missing, non-compliant, or defective.

8.4. No warranty applies in case of misuse, improper storage or handling, non-compliance with SAINT JEAN TOOLING's instructions (if any), or modification by the Buyer or a third party. Normal wear or defects resulting from Buyer-imposed specifications are also excluded.

8.5. Products must be used by competent individuals, at their own discretion and risk, whether alone, combined, or in any process. The Buyer is solely responsible for determining the Product's suitability and compliance with patent laws.

8.6. Any advice, instructions, or recommendations regarding the Products or their use, whether written or oral, given by SAINT JEAN TOOLING's employees or agents, are provided in good faith and with reasonable skill and care.

Article 9 – Limitation of Liability

9.1. SAINT JEAN TOOLING shall under no circumstances be liable for any indirect, special, or consequential loss or damage.

9.2. To the fullest extent permitted by law and subject to other Conditions, SAINT JEAN TOOLING's total liability under any Contract, whether in contract or tort, shall not exceed the Price of the relevant Contract, except in the case of bodily injury or death.

Article 10 – Force Majeure

Force majeure events and, more generally, any circumstances that prevent, limit, or delay the production or delivery of the Products, or that render the performance of SAINT JEAN TOOLING's contractual obligations excessively burdensome, shall entitle SAINT JEAN TOOLING to terminate, reduce, or suspend its obligations without liability. Such events include but are not limited to: war, riot, fire, flood, strikes or labor conflicts, pandemics, accidents, disruptions in supply chains (energy, raw materials, equipment), embargoes, blockades, delays or failures of carriers, acts of God, machinery breakdowns, cyberattacks, and government actions or regulations, whether affecting SAINT JEAN TOOLING or one of its suppliers or subcontractors.

Article 11 – Export Control and Sanctions

The Buyer acknowledges and agrees to comply with all applicable laws and regulations, including those relating to export control, economic sanctions, and anti-bribery laws. The Buyer warrants that the Products will not be directly or indirectly exported or resold to a country, person, or entity subject to sanctions imposed by France, the European Union, the United States, or any other relevant authority. SAINT JEAN TOOLING reserves the right to cancel any order without compensation if performance would violate such regulations or if it suspects such a risk exists.

Article 12 – Intellectual Property

SAINT JEAN TOOLING retains full and exclusive ownership of all intellectual property rights related to the Products, including but not limited to designs, models, studies, tools, plans, drawings, prototypes, and other documents or materials created by or for SAINT JEAN TOOLING. No right or license is granted to the Buyer unless explicitly stated in writing. The Buyer shall not reproduce or use these elements without prior written consent. If SAINT JEAN TOOLING manufactures a Product based on the Buyer's specifications, the Buyer warrants that this does not infringe any third-party intellectual property rights and shall indemnify SAINT JEAN TOOLING in the event of a claim.

Article 13 – Applicable Law and Jurisdiction

These Conditions and the Contracts concluded between SAINT JEAN TOOLING and the Buyer are governed by French law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. Any dispute arising from the interpretation or performance of these Conditions or any related Contract shall be submitted to the exclusive jurisdiction of the Commercial Court of Villefranche-Tarare (France), even in cases of multiple defendants or third-party claims.

Article 14 – Miscellaneous

14.1. The fact that SAINT JEAN TOOLING does not invoke, at a given time, any provision of these Conditions shall not be construed as a waiver of its right to do so later.

14.2. If any provision of these Conditions is found to be invalid or unenforceable, it shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

14.3. The Buyer shall not assign or transfer its rights or obligations under the Contract without the prior written consent of SAINT JEAN TOOLING.

14.4. These Conditions are written in French and translated into English. In case of any inconsistency, the French version shall prevail.