

1. Scope of application

The purpose of these GTCS is to define the general terms and conditions that govern all sales of Products, goods and merchandise (hereinafter the "**Products**") sold by EPOXY TECHNOLOGY EUROPE SAS, a simplified joint stock company with a capital of €10,000, registered in the Versailles Trade and Companies Register under number B 805 000 445, having its registered office at 122 Chemin de la Cavée - 78630 Orgeval, France (hereinafter referred to as "Epoxy TECHNOLOGY EUROPE SAS"). Deviations from these GTCS are only valid if they have been agreed between the parties in writing. The application of any other terms than those stipulated in these GTCS is excluded, including the general purchasing terms and conditions of the customer.

2. Offers, prices and payment conditions, contract

The contract will be validly concluded (i) upon Epoxy Technology Europe SAS's written confirmation of the Customer's order within five (5) working days of receipt of such order or (ii) upon the date of delivery of the Products.

If, after the conclusion of the contract, Epoxy Technology Europe SAS becomes aware of circumstances that would affect the solvency of the customer, Epoxy Technology Europe SAS will have the right to terminate or cancel the contract, without prior notice, and demand immediate payment or return of the Products already delivered, unless otherwise decided by the judicial administrator, if any, in accordance with Article L 622-13 of the Commercial Code.

Prices are (i) in the currency stated in the offer, (ii) without packaging and (iii) exclusive of all taxes, including value added taxes, as well as all costs, duties and fees, including customs, delivery, transport, installation, commissioning, training and support costs, unless otherwise agreed by the parties.

Prices are payable within thirty (30) days net date of invoice, unless otherwise agreed by the parties. In the event of late payment by the customer, Epoxy Technology Europe SAS may withhold further deliveries due and confirmed until the outstanding debts are settled. Any delay in payment will also result in late payment penalties calculated at the rate of three (3) times the legal interest rate in force. In addition, a fixed compensation of forty (40) euros will also be due by the customer.

The customer shall not set off its debts and claims under the contract, even if the obligations are reciprocal and result from the same contract or the same order, except with the written agreement of Epoxy Technology Europe SAS.

3. Terms of delivery, transfer of risk

Unless otherwise agreed by the parties, the transfer of risk associated with the Products shall be in accordance with the Ex Work (EXW) Incoterm applicable to these GTCS (Incoterms 2020). However, if the delivery of the Products is delayed at the request of the customer or for other reasons attributable to the customer, the risk shall pass to the customer on the day the Products are ready for delivery.

If no delivery method is prescribed or expressly agreed, the choice of delivery method is entrusted to Epoxy Technology Europe SAS. The order confirmation sent by Epoxy Technology Europe SAS determines the content and the terms of execution of the order.

The customer is responsible, at its own expense, to properly recycle the packaging of the delivered Products.

By default, the delivery times communicated by Epoxy Technology Europe SAS are indicative and do not constitute a formal commitment to deliver on the date indicated. Delivery times are only binding if explicitly agreed in writing between the parties.

4. Deadlines

In case of explicit agreement in writing between the parties concerning imperative deadlines, the delivery deadlines will be considered as respected if, by their due date, Epoxy Technology Europe SAS has delivered the Products or informed the customer that the Products are ready for delivery. In any case, for contracts with down payment or advance payment, the delivery period only starts to run from the receipt of the payment.

In addition, mandatory delivery times will be extended for a reasonable period of time in the following cases:

- a) when Epoxy Technology Europe SAS has not obtained the information necessary for delivery in time or when the customer has modified it after the fact;
- b) if the customer is in delay or default in the performance of his duties or contractual obligations, in particular in the event of non-compliance with the terms of payment;
- c) when an event is beyond the control of Epoxy Technology Europe SAS, such as an act of God, a natural event, a mobilisation order, disorders, epidemics, illnesses or accidents, major disturbances in the company, strikes or labour disputes, late or defective deliveries, or administrative measures.

In the event that the customer demonstrates that the delay in delivery is directly and exclusively due to Epoxy Technology Europe SAS, the customer may refuse delivery and cancel the order for said Products, subject to granting Epoxy Technology Europe SAS a reasonable additional delay. The customer may also seek compensation for damages, it being understood that the liability of Epoxy Technology Europe SAS in this respect is expressly limited to a maximum amount of ten (10) percent of the value of the Product which was the subject of the late delivery.

Epoxy Technology Europe SAS reserves the right to make partial deliveries and, in this case, will bear the delivery costs. If the customer requests a partial delivery, all delivery costs will be charged to the customer.

If the customer is in default or in breach of its contractual obligations, in particular in the event of non-compliance with the terms of payment, Epoxy Technology Europe SAS shall be entitled to demand compensation for all subsequent costs and expenses. In this case, the customer will also assume the risk and responsibility for the Products from the confirmed delivery date, even if the Products could not yet be delivered.

5. Termination of the contract

The customer who wishes to cancel the contract (concluded following an order duly confirmed by Epoxy Technology Europe SAS or following delivery of the Products) may only do so with the written agreement of Epoxy Technology Europe SAS. Epoxy Technology Europe SAS reserves the right in this case to claim compensation for expenses already incurred by Epoxy Technology Europe SAS.

6. Return, order cancellation

Subject to obtaining the prior agreement of Epoxy Technology Europe SAS, the customer may return the Products delivered to Epoxy Technology Europe SAS within fifteen (15) working days following the date of delivery, at the customer's expense, provided that the Products are in their original unopened packaging and are not damaged. In this case, the client shall be liable for a flat fee equal to thirty (30) % of the selling price of the Products concerned, unless the client issues a replacement order for the same amount as the initial order.

If the Products have not been delivered and the client wishes to cancel the order after it has been confirmed by Epoxy Technology Europe SAS, the client will have to request the prior agreement of Epoxy Technology Europe SAS who will be entitled to demand payment by the client of a flat fee of ten (10) % of the selling price of the Products concerned, notably to cover the costs of processing the order.

In any event, Products manufactured according to the client's specifications or requirements shall not be accepted for cancellation or return.

Furthermore, any order cancellations or Products returned without prior request to Epoxy Technology Europe SAS will not be valid and will not relieve the customer of their obligation to pay under the contract.

7. Warranty

If the customer demonstrates a defect in material, construction or workmanship in relation to the agreed specifications on a product Epoxy Technology Europe SAS undertakes to repair the said defect or to replace the said Product. Any additional services under this warranty are excluded.

Unless otherwise agreed by the parties, the duration of the warranty is twelve (12) months from the delivery of the Products, with the exception of perishable Products for which the duration of the warranty corresponds to half the period between the production date and the expiry date of the Products.

In the case of durable goods, the information concerning the characteristics of the Products is defined and guaranteed by specifications adopted by the parties. In the case of consumables or dosing devices, the characteristics are defined by a data sheet or by the technical specifications of the Product.

In any case, damage or defects due to causes not attributable to Epoxy Technology Europe SAS, such as normal wear and tear of the Products, cases of force majeure, excessive load or the use of unsuitable tools, are excluded from the warranty.

In addition, no warranty is applicable for defects resulting from any of the following causes: (i) defective and improper storage, treatment or use of the Products by the customer or by a third party, (ii) influences (in particular chemical, thermal or electrical) harmful to the Products, or (iii) use of Product that has expired.

8. Claims

Any defects found by the Customer on the delivered Products must be reported immediately in writing to Epoxy Technology Europe SAS and, at the latest, within five (5) working days of delivery of the Products, including partial deliveries. The parties agree that deviations within the limits of recognized standards do not constitute defects as long as the specifications are met.

If Epoxy Technology Europe SAS disputes the defect of the Products, the burden of proof of the defect shall be on the Customer from the time the risk passes.

In the event of a defect in the Product attributable to Epoxy Technology Europe SAS, Epoxy Technology Europe SAS reserves the right to repair the defect or to make a replacement delivery of the Product. The choice will be made at the discretion of Epoxy Technology Europe SAS.

In the event of a defect in the Product not disputed by the parties, if Epoxy Technology Europe SAS is unable to repair the defect or replace the Product after a reasonable period of time, the customer shall be entitled to terminate the contract or to demand a corresponding reduction in the purchase price of the Product.

9. Other responsibilities

Within the scope of its liability insurance, Epoxy Technology Europe SAS is liable for damage it causes to persons or things. However, Epoxy Technology Europe SAS is not the manufacturer of the Products and it is the final control of the manufacturer that is decisive.

The customer is solely responsible for verifying that the Product delivered by Epoxy Technology Europe SAS corresponds to the services and possibilities of use stipulated in the contract. In this respect, the customer is informed that technical modifications of the Products by the manufacturer are possible.

The client is solely responsible for the use of the Products ordered. The recommendations and information concerning the use of the Products are indicative. Due to the diversity of the customer's requirements and processes when using the delivered Products, Epoxy Technology Europe SAS cannot assume any guarantee or liability in this respect. The customer is responsible for verifying the suitability of the delivered Products for the intended use through its own tests. For the above-mentioned reasons, Epoxy Technology Europe SAS can only give general guidelines through its instructions.

The parties agree that Epoxy Technology Europe SAS shall only be liable for damages resulting directly from proven and exclusively attributable failures of Epoxy Technology Europe SAS to perform its obligations under the contract.

In addition, Epoxy Technology Europe SAS shall not be liable for consequential damages or loss of profits, data, anticipated savings or productivity gains, image, orders, operations or downtime, or loss of revenue.

In any case, the liability of Epoxy Technology Europe SAS, for any damage resulting from the non-performance or poor performance of its obligations under the contract, is expressly limited, all causes combined, to a maximum global amount equal to the price paid by the customer for the Product causing the damage, and this, whatever the legal basis of the claim and the procedure implemented, except in the case of gross negligence or fraud by Epoxy Technology Europe SAS. This limitation of liability also applies when Epoxy Technology Europe SAS has been informed of the possibility of the occurrence of a damage. The customer undertakes to minimise its recoverable damages against Epoxy Technology Europe SAS by taking all appropriate measures.

10. Reservation of title

Epoxy Technology Europe SAS remains the owner of the Products until full payment is received. The retention of title only ends after full payment of the claim. As long as the retention of title exists, the customer is not entitled to dispose of the Products, i.e. to sell, pledge, rent or otherwise make them available to third parties. In the event of pledging the Product, the customer must immediately inform Epoxy Technology Europe SAS and compensate it for all costs of any intervention.

11. Know-how, documentation, property rights

All the elements protected by intellectual property law given to the customer by Epoxy Technology Europe SAS under the contract, including data, media, illustrations, drawings, calculations, documents and documentation, remain the full and exclusive property of Epoxy Technology Europe SAS.

Epoxy Technology Europe SAS will provide the customer with a copy of the user documentation, if applicable to the Product concerned, in the standard version issued by the manufacturer of the Products. If the customer wishes to obtain additional copies or additional documentation, this must be specifically agreed between the parties and may result in additional costs.

The customer is authorised to use the data, media and documentation provided to him by Epoxy Technology Europe SAS solely for his internal needs and within the framework of the use of the Products. The customer shall not communicate them to third parties or authorise third parties to use them. The customer undertakes to keep any reference to the property right appearing on the Products provided to him by Epoxy Technology Europe SAS.

12. Customer's duty to inform

Before issuing an order, the customer undertakes to provide Epoxy Technology Europe SAS with all the data, information and documents necessary or useful for the execution of the contract by Epoxy Technology Europe SAS, it being specified that the customer remains responsible for the completeness and accuracy of the information transmitted.

Similarly, the customer remains responsible for compliance with the regulations in force in the countries of delivery and for the use of the Products. In this respect, the customer undertakes to provide Epoxy Technology Europe SAS, before issuing its order, with all instructions that must be taken into account by Epoxy Technology Europe SAS in the execution of the contract.

13. Privacy

Each party undertakes not to make available to third parties the other party's confidential information which is not generally accessible or publicly known. The parties also agree to use their best efforts to prevent third parties from having access to this information. This clause does not apply to exchanges between Epoxy Technology Europe SAS and the customer in the normal course of business.

The parties undertake to impose this obligation on their employees and subcontractors.

14. Protection of personal data

The parties each process personal data relating to the other party's employees as separate data controllers and solely for the purpose of managing the business relationship between the parties. Epoxy Technology Europe SAS may also use such data for marketing purposes. Epoxy Technology Europe SAS invites the customer to consult its privacy policy [.] In this context, the parties undertake to respect their obligations under the applicable regulations on the protection of personal data. By way of clarification, it is specified that the execution of the contract does not require processing by Epoxy Technology Europe SAS on behalf of the customer acting as data controller.

15. Resale

Unless the contract or the nature of the transaction prevents it, the customer may resell the Products. In this case, the customer is responsible for complying with all associated rules and regulations.

If the customer resells the Products, it must pass on to its buyer all obligations taken on under the contract, in particular concerning intellectual property, confidentiality and ensuring compliance with the regulations applicable to exports and re-exports.

16. Export control

The customer undertakes to comply with the regulations, particularly European and American, concerning export control. The customer undertakes to apply for all necessary licences, authorisations or other documents at its own expense before exporting Products or technical data obtained from Epoxy Technology Europe SAS.

17. Legal validity

If any provision of the contract or the application of any provision to any person and under any circumstances should be declared unlawful, unenforceable or void by a court of law, such decision shall not invalidate or void the remainder of the contract.

The parties agree that it is their intention that the contract shall be deemed to be amended by modification of this provision to the extent necessary to render it lawful and enforceable while preserving its purpose or, if such modification is not possible, by substituting it with another provision that is lawful and enforceable and serves the same purpose.

18. Applicable law and jurisdiction

The agreement is subject to French law. In the absence of an amicable agreement between the parties within one month of notification of the dispute by one of the parties to the other, any dispute between the parties shall be subject to the exclusive jurisdiction of the Commercial Court of Paris, France.