

## GENERAL TERMS AND CONDITIONS OF SALE

June 2020

### **1. Scope of application**

These general terms and conditions of sale (hereinafter, the "GTCS") govern as of right any order and sale of products from the LuminoKrom range (hereinafter, the "Products") by OLIKROM SAS. The applicable GTCS are those in force on the date of the order of Products from the purchaser. The GTCS are sent to all purchasers as an appendix to any quotation from OLIKROM SAS and are made available on the website [www.luminokrom.com](http://www.luminokrom.com). The purchaser declares that he has read the GCS before placing his order. Any order therefore implies unreserved acceptance of the GTCS by the purchaser, which prevail over all other conditions, except those that have been expressly accepted by OLIKROM SAS. In case of dispensary between the French and the English version of the general terms and conditions of sale, the french ones prevail. In case of dispensary between the French and the English version of the general terms and conditions of sale, the French ones prevail. The purchaser undertakes vis-à-vis OLIKROM SAS to impose compliance with the present conditions on any third party that it may entrust or mandate for the purpose of using the Products and on any customer, in the event of resale of the Products.

### **2. Order**

Orders must be placed in writing (email, fax or paper format) or online so as to be taken into account by OLIKROM SAS. For orders placed in writing, the order results from the sending of a purchase order by the purchaser after receipt of a quotation established by OLIKROM SAS. For orders placed online, the order results from an online validation on the website [www.luminokrom.com](http://www.luminokrom.com). Any order received by OLIKROM SAS is deemed firm and final. The sale is only deemed to have been concluded on the date of acceptance of the order by OLIKROM SAS, which is materialized by the issue of an order confirmation by OLIKROM SAS or, failing that, by the issue and sending of an invoice. OLIKROM SAS may refuse to execute any order, for a legitimate reason, but undertakes to inform the purchaser as soon as possible.

### **3. Provision, delivery and transport**

#### **(i) Risk transfer**

Except in case of specific conditions of the sale, delivery shall be executed on according to the terms of the Incoterm EXW at the factory OLIKROM, 2 avenue de Canteranne, 33600 Pessac, in its latest version published on the date of the order. The risks relating to the Products shall be transferred to the purchaser from the date on which the Products are made available at the factory. However, if OLIKROM SAS has shipper status in that it mandates the carrier and is in charge of the loading operations, it will then assume the risks of loss or damage related to the defective execution of the loading operations.

#### **(ii) Time of provision or delivery**

Except in the case of express conditions of sales, any provision or delivery time is given as an indication and without guarantee. Exceeding these time indications shall not give rise to any deduction or compensation. Moreover, these time indications are suspended as of right in case of any event beyond the control of OLIKROM SAS which results in a delay in delivery. In any case, delivery within the deadline can only take place if the purchaser is up to date with all his obligations towards OLIKROM SAS on all orders placed. Assuming the purchaser takes delivery of the Products ordered at the factory, he has a maximum period of 7 days from receipt of the notice of availability sent by any means by OLIKROM SAS to the purchaser to collect the Products. Once this period has elapsed, OLIKROM SAS may, if it deems appropriate, and without prior notice, terminate the sale, in accordance with the legal provisions of article 1657 of the French Civil Code, and the purchaser shall be liable for any loss suffered by OLIKROM SAS as a result of this delay. Upon receipt of the Products at the factory, the purchaser must check the conformity of the delivered Products to the ordered Products and the absence of any apparent defect. If no complaint or reservation is made by the purchaser on the day of receipt of the

Products, the said Products can no longer be taken back or exchanged, in application of the legal provisions of article 1642 of the French Civil Code. In the event Products are subject to transport, the purchaser has a period of 3 working days from receipt of the Products to make the said claims and reservations by sending a letter with an acknowledgement of receipt to the carrier and to OLIKROM SAS. In the event of an apparent defect or non-conformity of the Products delivered to the Products ordered, identified by the purchaser on the day of receipt at the factory or after transport, the purchaser must, if necessary, return the Products received at his own expense. If the analysis of the Products carried out by OLIKROM SAS confirms the apparent defect or non-conformity, the cost of returning the Products will be refunded by OLIKROM SAS upon presentation of supporting documents and the Products will be replaced if they cannot be brought back into conformity. Otherwise, the Products will not be replaced or refunded, and the purchaser must again take delivery of the said Products at the factory within 7 days from the notification of the availability of the Products or pay the shipping costs necessary for their return. In the event that the purchaser refuses to take delivery of the said products within 7 working days after the notification by OLIKROM SAS by any means of their availability, OLIKROM SAS shall be entitled to terminate the sale by right.

### **4. Price**

Except in the case of express conditions of sales, the prices of the Products sold are those appearing on the day of the order in the price catalogue, in the appendix of the GTCS, available on line and on request. These prices, expressed in euros, are, on this date, firm and definitive and stipulated exclusive of tax, EXW OLIKROM, 2 avenue de Canteranne, 33600 Pessac, France (Incoterm in its latest version published on the date of the order) excluding delivery and transport costs, including packaging costs. The reductions applied on tax-free price that may be granted to the purchaser depending on the volume of Products purchased are mentioned in Appendix 1.

### **5. Terms of payment**

Except in the case of express conditions of sales, the sale price is payable in euros by bank transfer or cheque within the period mentioned on the invoice. Any order for a cumulative amount of less than 50,000 euros excluding VAT shall be subject to payment on the date on which the Products are made available at the factory, regardless of the means of transport. In addition, any order for an amount greater than 50,000 euros excluding VAT shall be subject to the payment of a deposit of 50% of the total amount of the invoice, including VAT, on the date the purchaser sends a purchase order, and the payment of the remaining amount on the date the Products are made available at the factory, regardless of the means of transport. In any case, payments may not be made more than 30 days from the date of issue of the invoice. Payments due to OLIKROM SAS may not be suspended or be subject to any reduction or compensation without the written consent of OLIKROM SAS. In the event of non-payment on the due date, late payment penalties are automatically due, by right, by the purchaser, equal to three times the legal interest rate applicable in France. Late payment penalties are payable without the need for a reminder. In the event of late payment, the purchaser will also be automatically liable to pay a fixed compensation for collection costs of 40 euros, without prejudice to OLIKROM SAS being entitled to claim compensation for the loss suffered as a result of this delay. Any payment made to OLIKROM SAS shall be first used to pay the preceding sums due, whatever their cause, starting with those that are oldest due.

### **6. Retention of title**

The Products are sold under reservation of property. OLIKROM SAS therefore retains full ownership of the Products until full and effective payment of the price by the purchaser. In the event of non-payment on the due date, OLIKROM SAS may therefore claim the Products and terminate the sale at the sole risk of the purchaser.

**7. Warranty**

The Products sold are covered by the legal warranty for hidden defects within the meaning of Article 1641 of the French Civil Code. OLIKROM SAS is also obliged to deliver Products in compliance with the characteristics set out in the Product technical data sheet.

**8. Intended use of the Products**

The Products sold may be dangerous if they are not used in accordance with the indications specified in the Product technical data sheet and its labelling. Moreover, the technical characteristics of the Products can only be obtained if the use of the Products is carried out in accordance with all the recommendations and provisions of the Product technical data sheets and their labelling. In any case, OLIKROM SAS shall not be held liable for any use of the Products that is contrary to the technical data sheet and labelling.

**9. Responsibility**

OLIKROM SAS shall not, under any circumstances, be liable for any indirect, consequential or incidental damages, including loss of profits or revenues, resulting from or linked to any violation by OLIKROM SAS of its obligations hereunder within the framework of any order. OLIKROM SAS's liability toward the purchaser in connection with the order is limited to the damages suffered by the purchaser and is capped to the amount of the order. In any event, OLIKROM SAS shall not be held liable for any damage resulting from the use of the Product in a manner that does not comply with the recommendations and provisions set forth in the Product's technical data sheet and labelling. The purchaser is thus required to communicate the instructions and recommendations for use of the Products to its employees, agents, service providers or, more generally, to any third party who would use the Products on behalf of the purchaser. Whatever the case may be, OLIKROM SAS shall not be liable for any damage suffered by a third party.

**10. Force Majeure**

In the event of the occurrence of a force majeure event, OLIKROM SAS is entitled to suspend the delivery of Products for the entire duration of the occurrence of the force majeure event without being held responsible for any resulting damage to the purchaser. The term force majeure includes any event beyond the reasonable control of OLIKROM SAS, whether or not foreseeable at the time the order, as a result of which OLIKROM SAS cannot reasonably be required to perform its obligations. Such circumstances include, but are not limited to, war, civil war, insurrection, fire, floods, strikes, epidemics, government regulations, freight embargoes, defects of OLIKROM SAS' suppliers or subcontractors.

**11. Export**

Certain Products may be subject to re-export regulations in accordance with French or foreign laws. The purchaser must comply with these regulations. OLIKROM SAS shall not be held liable for any failure by the purchaser to comply with such regulations.

**12. Intellectual Property**

The information, images and illustrations relating to the Products and their operation as well as all intellectual property rights and copyrights pertaining thereto remain the exclusive property of OLIKROM SAS and shall not be used, copied, reproduced, transmitted or communicated to third parties without the written consent of OLIKROM SAS. However, OLIKROM SAS grants the purchaser a non-exclusive license to use the LuminoKrom trademark so that the purchaser may fulfill its obligations hereunder. In this respect, the purchaser undertakes to mention the LuminoKrom trademark as soon as it publishes, on any medium whatsoever, content related to the Products or their properties. In this respect, the purchaser undertakes to comply with the basic rules for the use of a brand, in particular and without this list being limited to (i) complying with the instructions communicated to him by OLIKROM SAS, and (ii) not committing any act that may harm

the reputation of OLIKROM SAS or the image of the LuminoKrom brand.

Furthermore, the purchaser commits to making his best efforts to obtain all necessary authorizations as soon as possible so that OLIKROM SAS has the right to publish reproductions (photos, videos...) free of charge of the worksites (in progress or completed) during which the Products are or have been used. The purchaser undertakes not to copy, analyse or study, directly or through a third party, the Products with a view, in particular, to determining their chemical composition or method of manufacture.

**13. Personal data**

OLIKROM SAS may be required to process, as a data controller, personal data related to the purchaser's employees, staff, agents, representatives or customers, limited mainly to names and professional contact details for the management of the business relationship (management of the contractual relationship, management of unpaid invoices, etc.). The said personal data is kept for the time necessary for the management of the commercial relationship. At the end of the contractual relationship, the data are archived for a period of five (5) years and then deleted. The purchaser must inform said persons of the existence of such processing. The rights of access, rectification, opposition, limitation, deletion and portability may be exercised at the following address OLIKROM SAS, 2, avenue de Canteranne, CS30091, 33600 Pessac. Finally, for any other claim, the persons concerned have the right to refer the matter to the French data protection authority (CNIL).

**14. Nullity of a clause**

Should one provision of the GTCS be invalidated or found to be unwritten, this shall not invalidate the other provisions of the GTCS, which shall remain in force.

**15. Confidentiality**

The purchaser shall keep all information received from OLIKROM SAS under strict confidentiality and shall not disclose it to any third party without the prior written consent of OLIKROM SAS. This commitment shall remain valid for a period of 3 years from the date of issue of a quotation by OLIKROM SAS and, in the event that an order is placed by the purchaser, from the date of issue of the invoice.

**16. Dispute settlement and applicable law**

The GTCS and all related orders and sales are governed by French law. Any dispute relating to the interpretation and execution of an order and sale of Products that has not been amicably settled shall fall within the exclusive jurisdiction of the Commercial Court of Bordeaux.

**Appendix 1 : Prices and Price Reduction list (excluding delivery and transport costs)**

Valid from June 1, 2021

Products concerned	Price reduction conditions	Prices
Paints from LuminoKrom range	Price reductions according to the volume of Products purchased per order	From 10 to 99 kg : 83 euros/kg excl. tax
		From 100 to 499 kg : 81 euros/kg excl. tax
		>500 kg : 78 euros/kg excl. tax
LuminoKrom coating	No price reduction	From 5 kg : 72 euros/kg excl. tax