

## GENERAL CONDITIONS OF SALE

### APPLICABLE TO CUSTOMERS ESTABLISHED IN AND OUT OF FRANCE

#### INCLUDING RETENTION OF TITLE CLAUSE

#### 1 – Object

- a- These General Conditions of Sale (GCS) constitute the sole basis of the commercial relationship between ACS, hereinafter referred to as "ACS" and the principal, hereinafter referred to as "CUSTOMER", in accordance with Article L441-1 of the French Commercial Code;
- b- These terms and conditions define the rights and obligations of the company ACS and the CUSTOMER regarding the development of industrial connectors according to specifications, the manufacture of a mold/cutting tool/assembly machine and the supply of parts.  
More generally, they concern all the services that ACS may be required to provide to the CUSTOMER, contracts that may be business, sales or loan contracts.  
They constitute the legal basis for such contracts for all provisions which have not been the subject of specific written agreements.  
They apply without restriction or reservation, regardless of the clauses that may appear on the CUSTOMER's documents, and in particular its general conditions of purchase.
- c- Any order implies, on the part of the CUSTOMER, acceptance of these Terms (GCS).
- d- The information on the ACS commercial documents (catalogues, tariffs, etc.) are given for information purposes and can be revised at any time.

#### 2- Commercial offers and Orders

- a- Following a call for tender from the CUSTOMER with specifications, ACS will draw up a technical and commercial proposal.  
The order will be considered firm and final after ACS signature of the letter of offer established by the CUSTOMER.
- b- Each parts order must meet the minimum quantities determined in the CUSTOMER's letter of offer is accepted by ACS.  
An open order, which translates into periodic delivery calls, can only be concluded for a limited period agreed between ACS and the CUSTOMER.
- c- Orders placed by email should be sent to the generic address purchase-orders@acs-alpes.com.  
In case of exceptional/urgent requests, the production request or request emails received, must be sent within two weeks.
- d- Any modifications requested by the CUSTOMER will be considered within the limits of ACS possibilities and at its sole discretion.

#### 3- Price and payment

- a- Unless otherwise specified, prices are net and excluding tax, ex-factory. Any tax, tax, duty or other benefit to be paid pursuant to French legislation, the country of transit or that of the importing country shall be borne by the CUSTOMER. The prices do not include transport and insurance which are the responsibility of the CUSTOMER.
- b- Prices are according to the agreement specified in the contract documents:
  - Be firm for an agreed time;

- Be revisable annually according to the formulas defined in the contract documents, considering the variations in raw material costs with the exception of copper, plastic and energy costs, between the date of the contract and the date of the contract delivery.

Upward changes in the price of copper, plastic and energy will be the subject of an amendment to the contract documents under the following conditions:

Indexation	Indice	Variation
Cooper	<a href="https://www.griset.com/">https://www.griset.com/</a> LME and Metal Base France prices for rolled metals	Variation + 5% over the last 6 months
Plastic	<a href="https://pieweb.plasteurope.com/">https://pieweb.plasteurope.com/</a> Market situation	Variation + 5% over the last 6 months
Energy	KWH price paid by ACS upon invoice submission	Variation + 10% over the last 6 months

In the absence of agreement between ACS and the CUSTOMER, the latter may terminate the order in accordance with the stipulations detailed in the contractual documents or under the conditions defined by mutual agreement between ACS and the CUSTOMER.

- c- The deadlines and the method of payment, as well as the payment of any down payments, will be the subject of an explicit agreement in the contractual documents.  
Unless otherwise specifically provided, invoices shall be payable within 60 days net of the date of issue of the invoice.  
The price will be settled according to the schedule indicated in the contract documents.
- d- Late payment  
Invoices are payable on the date indicated on the invoice.  
Any invoice not paid at its end will immediately and automatically result in:
  - The suspension of any delivery until full settlement or the termination of outstanding orders within fifteen (15) days from the sending of registered mail with acknowledgement of receipt, without prejudice to the exercise of any legal procedure;
  - Late payment penalties equal to 3 times the interest rate. Interest will continue to accrue until the day of full payment of all amounts due. These sums may be deducted by ACS from any sum due to the CUSTOMER;
  - The payment of a flat-rate compensation of forty (40) Euros due in respect of recovery costs, without prejudice to the possibility for ACS to claim additional compensation on documentary evidence.

#### 4- Discounts and Rebates

Discounts and rebates may be granted by ACS to the CUSTOMER under the conditions defined in the contractual documents.

#### 5- Retention of title right

ACS retains ownership of the goods sold until full payment of the price, in principal and in accessories. However, as soon as they are delivered, the CUSTOMER must ensure that they are properly stored against all risks and will not be able to process or resell them without the ACS agreement.

#### 6 - Consignment packaging

The packages we have loaned remain our property. They are intended exclusively for the Products sold. The Buyer, the user or the depositary will be responsible in the event of an accident that may occur due to these packaging.

They will be returned in good condition and within 3 months of delivery. If the packaging is not returned within the specified period, or if it is destroyed or deteriorates, we will be in law, without prior written notification, to invoice the Buyer for their replacement cost – the Buyer becoming the owner of the replaced packaging in this case – or to invoice the Buyer for the cost of restoration of the packaging. We may also ask the Buyer for compensation for the damage suffered as a result of non-compliance with the aforementioned stipulations.

## **7- Delivery and transportation**

- a- The delivery times indicated in the contract documents are indicative.

A delay in delivery may not give rise to the refusal of the goods, the cancellation of the order, penalties or the allocation of damages

- b- Unless otherwise specifically provided, the goods sold are delivered to the ACS plant (FCA «Sainte-Hélène-du-Lac»).

The CUSTOMER is obliged to check the apparent condition of the goods during delivery. The CUSTOMER will have seven (7) calendar days from the delivery of the goods to issue written reservations to ACS. No complaint may be accepted in case of non-compliance of these formalities by the CUSTOMER.

- c- In the absence of a complaint addressed to ACS within the above deadline, the goods will be deemed accepted.

If the CUSTOMER does not take delivery of the goods delivered in accordance with the order confirmation, the CUSTOMER will be required to pay the costs incurred by ACS, including storage and storage costs (1 EUR/packaging/day).

- d- The transfer of ownership of the tooling for the benefit of the CUSTOMER will be effective only after full payment of the price by the latter, regardless of the delivery date of said tooling.

- e- The transfer of ownership of the goods, excluding tools, to the CUSTOMER will be carried out on the day of delivery of the products, regardless of the date of the order or the payment of the price.

- f- The transfer to the CUSTOMER of the risks of loss and deterioration of the goods will be carried out during the delivery of the said goods, regardless of the transfer of ownership, and regardless of the date of the order and the payment thereof.

The CUSTOMER acknowledges that it is the responsibility of the carrier to make the delivery, ACS being deemed to have fulfilled its obligation of delivery once it has delivered the ordered goods to the carrier who accepted them without reservation.

The CUSTOMER therefore has no recourse in warranty against ACS in case of failure to deliver the ordered goods or of damage caused during transport or unloading.

## **8 - Logistic protocol**

The logistics protocol is defined by the CUSTOMER.

ACS reserves the right to refuse changes in orders/forecasts communicated by the CUSTOMER under the following conditions :

Week + 1: 0%

Weeks 2 à 4: +/- 20%

Weeks 5 à 12: +/- 30%

## 9 - **Warranty**

a- ACS is obligated to supply goods in accordance with contractual specifications.

The delivered goods benefit from the delivery date of a guarantee covering the non-conformity of the products to the order and any hidden defect, arising from a defect of material, design or manufacture affecting the goods delivered and rendering them unfit for use.

b- The guarantee forms an inseparable whole with the goods sold by ACS. It will therefore be excluded in case of transformation, abnormal use, deterioration or accident. This warranty is limited to the replacement or refund of defective or non-compliant goods.

c- Under no circumstances will ACS be required to compensate for intangible or indirect damages such as (non-exhaustive list): loss of exploitation, loss of income, commercial damage.

Any warranty is excluded in case of misuse, negligence or lack of maintenance on the part of the CUSTOMER, as in case of abnormal wear and tear or force majeure.

d- In order to assert its rights, the CUSTOMER must, under penalty of forfeiture of the guarantee and of any action related thereto, inform ACS, in writing, of the existence of non-conformities and apparent defects related to the transport within a maximum period of seven (7) calendar days from delivery.

The deadline is six (6) months for other non-conformities and defects.

On expiry of these periods, no claim shall be admissible. Any compliance carried out by the CUSTOMER without the agreement of ACS on its principle and its cost, results in the loss of the right to the guarantee.

e- Replacement of defective goods will not extend the above warranty.

Claims shall not relieve the CUSTOMER of its obligation to pay the price of the delivered goods. A breach of this obligation will be considered as a late payment as defined in Article 3.d of these GCS.

## 10 - **Intellectual property**

The conditions for the transfer of intellectual property rights on molds/cutting tools/assembly machines and parts designed and manufactured by ACS are defined in the CUSTOMER's letter of offer.

## 11 - **Subcontracting**

The CUSTOMER acknowledges and accepts that ACS may use subcontracting for the performance of the services defined in Article 1 of these Terms and Conditions (GCS).

## 12 - **Force majeure**

ACS and the CUSTOMER cannot be held responsible if the execution or delay in the performance of any of their obligations arises from a case of force majeure within the meaning of Article 1218 of the Civil Code or exceptional health or climatic hazards beyond their control.

Of express convention, constitutes a case of force majeure: war, explosion, fire, natural disaster, flood, riot, strike, pandemic.

The party recording the event of force majeure must immediately inform the other party of its inability to perform its service and justify it to it. The suspension of obligations may in no case be a cause of liability for non-performance of the obligation in question, nor induce the payment of damages or late penalties.

## 13 - **Language used for the contract**

These general terms and conditions and the transactions resulting therefrom are governed by French law.

They shall be drawn up in French. In the case of translation, only the French text shall be authentic in the event of a dispute.

#### 14 - Law Jurisdiction

In order to find together a solution to any dispute to which these General Terms and the resulting agreements could give rise, concerning their validity, interpretation, execution, resolution, consequences and consequences, ACS and the CUSTOMER agree to schedule a meeting, which may be held by any means, within fifteen (15) days of receipt of a registered letter with acknowledgement of receipt, notified by either party.

The present amicable settlement procedure is a mandatory prerequisite for bringing legal proceedings between the parties.

Any legal action brought in violation of this clause would be declared inadmissible.

However, if, within a period of two (2) months, the parties are unable to reach an agreement on a compromise or a solution, the dispute will then be submitted to the jurisdiction designated below.

#### **JURISDICTION CLAUSE:**

**ALL DISPUTES TO WHICH THESE GENERAL TERMS AND THE AGREEMENTS RESULTING THEREFROM MAY GIVE RISE CONCERNING THEIR VALIDITY, INTERPRETATION, ENFORCEMENT, RESOLUTION, CONSEQUENCES AND ACTION SHALL BE SUBMITTED TO THE COURT OF CHAMBÉRY.**

#### 15 - Privacy data

The personal data collected from the CUSTOMER are subject of a computer processing carried out by ACS. They are saved in his customer file and are essential to the processing of his order. This personal information and data are also kept for security purposes, in order to comply with legal and regulatory obligations. They will be kept as long as necessary for the execution of orders and any applicable guarantees.

The data controller is ACS. Access to personal data will be strictly limited to the employees of the data controller, who are authorized to process them because of their function. The information collected may possibly be communicated to third parties linked to the company by contract for the performance of outsourced tasks, without the CUSTOMER's authorization being required.

In the performance of their services, third parties have only limited access to the data and are obliged to use them in accordance with the provisions of the applicable legislation on the protection of personal data. Apart from the above cases, ACS shall not sell, rent, assign or give access to the data to third parties without the prior consent of the CUSTOMER, unless it is required to do so for a legitimate reason.

In accordance with the applicable regulations, the CUSTOMER has a right of access, rectification, erasure and portability of the data concerning him, as well as the right to object to the processing for legitimate reasons, rights that it may exercise by contacting the data controller at the following email address: [vlesaux@acs-alpes.com](mailto:vlesaux@acs-alpes.com).

In the event of a complaint, the CUSTOMER may send a complaint to the ACS Data Protection Officer at the following email address: [vlesaux@acs-alpes.com](mailto:vlesaux@acs-alpes.com) and to the National Commission for Data Protection and Freedoms (CNIL).