

## GENERAL TERMS AND CONDITIONS OF SALE BETWEEN PROFESSIONALS ACCORDING TO ARTICLE L. 441-6 OF THE COMMERCIAL CODE

### GENERAL INFORMATION

Our sales are subject to these general terms and conditions, which prevail over all purchasing conditions, unless otherwise agreed in advance in writing with the buyer.

### OFFER ORDER

An order accepted without immediate reservation by the buyer signifies full acceptance of these terms and conditions of sale.

The buyer acknowledges having placed an order with full knowledge of all the implementation conditions, as well as having read and complied with all the technical specifications defined and required by the manufacturers of the products concerned.

Any modification or cancellation of an order must be subject to written acceptance by our sales department.

### 1) PRICES

Our prices for the products we supply to each of our customers are net, excluding tax, and are determined at the time the order is placed.

Holding Gautier ERMAX reserves the right to modify its prices at any time and without notice.

In accordance with the general terms and conditions of sale indicated on the back of invoices or at the customer's request, prices are increased by shipping and preparation for collection.

The price quoted to the buyer only becomes final upon acceptance of the order submitted by the buyer to Holding Gautier ERMAX.

### 2) DELIVERY AND TRANSPORT

Delivery times are provided for informational purposes only and constitute an obligation of means and not of results for Holding Gautier Ermax. Unless expressly agreed upon at the time of ordering, our company shall not be liable for any damages, penalties, or compensation for delays.

Regardless of the terms of sale, and even in the case of a carriage paid sale, the buyer bears all risks of loss and damage from the moment the goods are taken over by themselves or the carrier, subject to recourse against the carrier.

Any increase or implementation of duties, taxes, or levies on the goods after the conclusion of our sales will be borne by the buyer, even in the case of a duty-paid sale.

In all cases, Holding Gautier ERMAX is not responsible for damage if the goods are transported by the customer.

The customer therefore remains liable for the price of the goods collected and may under no circumstances avoid paying them in full.

### 3) FORCE MAJEURE

Cases of force majeure or any impediment beyond our control hindering the manufacture or shipment of the products sold, including, but not limited to, strikes, fire, floods, lockouts, interruptions or slowdowns in transportation, and failures or suspensions of supplies, authorize our company to suspend, reduce, or cancel orders without compensation.

### 4) COMPLAINTS

Receipt of the goods extinguishes any claim by the buyer regarding the nature or quality of the product, unless reservations are made by registered letter within 2 days of receipt.

In the event of non-conformity acknowledged by the manufacturer or apparent defects in the delivered product, we may only be required to replace the goods. If the non-conformity only affects one delivery in a contract that includes several, the buyer may not use this as an argument to claim the termination of the entire contract.

No returns will be accepted without prior written consent from our sales department.

### 5) PAYMENT

All our goods are payable at our head office. In the event of late payment, a penalty will be applied, payable the day following the payment date shown on the invoice. This penalty will be equal to the interest rate applied by the European Central Bank to its most recent refinancing operation, plus 7 points (CCom art. L 441-6 paragraph 3 amended). This stipulation does not prevent our company from pursuing any legal action to recover overdue invoices, suspend shipments, or cancel orders.

Failure to meet a single due date or failure to accept a draft will immediately render payment of any other amount due but not yet due, without any discount being payable.

### 6) CANCELLATION

In the event of the buyer's death, cessation of business, dissolution of the company, receivership, or liquidation, our company reserves the right to terminate its commitments, unless otherwise provided by public policy, or to request guarantees to ensure their performance.

In the event of the buyer's failure to fulfill any of its obligations, particularly in the event of non-payment of an amount due, and more generally following any manifestation of cessation of payment, our company reserves, by express agreement, the right to terminate all ongoing sales and commercial transactions without notice and without prejudice to damages, by simple registered letter with acknowledgment of receipt. In this case, any deposits received will be retained to cover the loss suffered as a result of the termination of the sale.

## 7) RETENTION OF TITLE

All goods delivered to the buyer remain the property of Holding Gautier ERMAX until full payment of their price and accessories. No automatic payment under the LCR or any other payment instruments issued by the buyer constitutes payment.

However, upon receipt of the ordered goods, the buyer shall bear all risks of damage that these goods may suffer or cause.

The buyer undertakes, whenever the nature of the products does not imply any technical constraints to the contrary, to keep the individualized goods, particularly in their original packaging, in warehouses specifically designated to receive our products and to immediately notify our company of any seizure or intervention by a third party on these goods.

However, our company authorizes the buyer to sell or use these goods in the normal course of business. This authorization is automatically revoked upon the first failure to pay a due date.

In the event of non-payment, the goods must be returned to our company. All costs resulting from the return will be borne by the buyer.

Furthermore, the sale may be automatically terminated by our company with immediate effect by simple registered letter with acknowledgment of receipt.

## 8) JURISDICTION

Any disputes relating to the validity, interpretation, or performance of our sales contracts, even in the event of multiple defendants, incidental claims, or warranty claims, shall be under the exclusive jurisdiction of the Marseille Commercial Court.

## 9) LIMITATION OF LIABILITY

Documentation is made available to the buyer. The buyer may obtain it upon express request from us. Any updates and their complete relevance are and will remain the responsibility of their author.

In any event, Holding Gautier ERMAX cannot be held liable beyond the value, inclusive of all taxes, of the goods sold. The price list provided to each of our customers or on a machining quote constitutes a liability limit, which the buyer expressly accepts.

Roquefort-la-Bédoule, April 24, 2025.