

GENERAL TERMS OF SALE

1) APPLICATION: Unless otherwise specified by us in writing, orders that are placed with us shall be subject, without exception, to the following General Terms of Sale that shall prevail over all other terms or documents, and in particular the buyer's general terms and conditions of purchase. Consequently, pursuant to Article L 441-6 of the French Commercial Code, the present general terms constitute the sole basis for commercial relations between the parties. To place orders, an order form is sent to the buyer featuring these general terms in full on the front. Therefore, the sending of the order by the buyer implies full acceptance by it of the terms. The order is firm and final once it is accepted by us in writing or by e-mail. In accordance with the regulations in force, we reserve the right not to apply some of the clauses of the present general terms of sale, according to any negotiations carried out with the buyer, by drawing up special terms of sale.

2) PROTECTION OF PERSONAL DATA OF NATURAL PERSONS:

We process personal data. This is the data that the buyer, who is natural persons, or the legal representative of the buyer, provides directly when placing the order and/or creating a customer account (title, first name, surname, postal address, email address, phone number, company registration number (SIREN), company unit registration number (SIRET) etc.). A buyer who is a natural persons or the legal representative of the buyer has the right at any time to modify this information, by sending us a registered letter with acknowledgement of receipt. The data are collected, used and stored for the purpose of: creating and managing the buyer's customer account, filling and monitoring orders, managing payment transactions and delivery operations, managing relations with the buyer, managing communications and monitoring exchanges, market research, managing requests to access, rectify and oppose processing of the personal data of the data subjects. The personal data collected will be stored for as long as required to manage and monitor the buyer's order and to manage and monitor any disputes that may arise after the order. The data processed are archived in accordance with the legal, and in particular the fiscal, commercial and accounting periods of limitation and storage. To achieve the aforementioned aims and within the limits required to pursue these aims, the data of the buyer, who is a natural persons, or his or her legal representative may be transmitted to employees of our company who are authorised to process them in view of their duties. The information collected may also be transmitted to third parties linked to our company by a contract to perform subcontracted tasks needed to manage and monitor the order, manage the buyer's customer account, and manage and monitor payment transactions and delivery operations, without the authorisation of the buyer, who is natural persons, or his or her legal representative being required. In connection with the performance of their services, the third parties only have limited access to the data, and have a contractual obligation to use them in compliance with the applicable legislation regarding the protection of personal data. Furthermore, other recipients may have access to all or part of the personal data depending on their level of authorisation and the required purpose, i.e. in particular the police and the judicial authorities. In accordance with the applicable laws and regulations, and in particular the Law No. 78-17 of 6 January 1978 as amended, concerning Data Processing, Data Files and Individual Liberties, and Regulation (EU) 2016/679 of 27 April 2016, the buyer, who is natural persons, or his or her legal representative has the rights of access, rectification, portability and erasure of their data (unless they are necessary for performance of the contract, or to comply with the legal obligations of our company or establish or exercise the rights of our company) as well as to limit processing and the right to give directives concerning the fate of their data after their death. He or she can also, on legitimate grounds, oppose the processing of their data and have the right to object to canvassing, in particular for commercial purposes. These rights can be exercised by contacting our company as follows: by letter sent to the address of our head office shown at the bottom of our general terms of sale. The request must be accompanied by proof of identity. It is also possible for the buyer, who is natural persons, or his or her legal representative to make a complaint to the French Data Protection Authority (CNIL).

3) PRICE: Our prices are based on the economic conditions prevailing at the date of our offer and are confirmed at the time of acceptance of the final order. Our prices are net prices excluding taxes and all additional fees (freight, shipping, fixed billing costs, special inspections, etc.).

4) HARDSHIP CLAUSE: In the event of unforeseeable events as defined by Article 1307-5 of the French Civil Code, the Parties undertake to attempt to renegotiate the contract in good faith. The Parties undertake not to refuse to negotiate. This concerns the following events in particular: variation in the price of raw materials, change in customs duty, change in the exchange rates or change in legislation. Contrary to the provisions of Article 1307-5 of the French Civil Code, if the renegotiation is unsuccessful, the Parties will agree to cancel the contract amicably. If they fail to reach an agreement,

one month after the first Party to act has sent a registered letter to the other Party noting the disagreement, the Party injured by the change of circumstances may terminate the contract.

5) WEIGHT AND QUANTITIES: The weights and quantities listed on our pricelists or catalogues are given for information purposes only and cannot be invoked to refuse or challenge the delivery of products. **In accordance with admissible industry tolerances, the weights and quantities delivered may vary about more or less 5% from the weights and quantities ordered for the products of our catalog and about more or less 10% from the weights and quantities ordered for the products made specifically on plan at the request of the buyer.**

6) DELIVERY LEAD TIMES: Lead times for orders are provided for information only and are not guaranteed. If they are exceeded, we shall not on any account accept the cancellation of all or part of an order in progress or grant a discount on the invoice amount. Exceeding lead times cannot on any account justify the cancellation of all or part of the sale or result in deductions, penalties, compensation or damages. If, under exceptional circumstances, we agree to a mandatory delivery lead time, any delay in delivery can only result in a penalty if this is expressly agreed in advance.

7) SUPPLY: Once the order is firm and final, the buyer is committed to all of the products ordered, including when delivery cycles have been agreed. Specific products are defined as products whose marketing is specific (products according to plans, products consumed only by the buyer, coated products, etc.) according to the buyer's needs. In the event of non-rotating stock of these products, even when procurement, control or delivery programmes have been established in agreement with the buyer, the buyer agrees to accept delivery of the remaining stock of the products in question, that shall be settled in the usual conditions.

8) DOCUMENTS: All the information relating to general characteristics, strengths, uses or applications of the products, all information on the standards, quality, dimensions, pricing or of any other nature, all drawings, information generally contained in our catalogues, CD ROMs, Internet sites, delivery notes, order confirmation or other media are for information purposes only, non-exhaustive and without warranty by us, except in the case of an express delivery clause. In addition the information given is provided notwithstanding typographical, printing or any other kind of error. The inclusion of the information in our documents in our customers' own documents, or those of any other person or entity, is their own responsibility. If a buyer or any other person or entity wishes to make contractual use of specific information they must submit a written request and receive our written acceptance before any use thereof. All the information we provide and all the products we sell are subject to change, substitution or discontinuation without notice and without incurring liability.

9) USE OF PRODUCTS: We are not obliged to provide advice to the buyer regarding the suitability of products for its requirements. The buyer or any other physical person or legal entity consulting us and/or ordering our products is responsible in particular for selecting the product, providing us with a precise description of it, finding out, taking into account and complying with all of the technical features of the product with regard to the use that will be made of it by the buyer according to its needs, the suitability of the product for the conditions of use and the assembly environment, and for its use and interpretation of the documents it consults, the results it obtains and the advice and actions it deduces. Therefore we shall under no circumstances be held liable for any of the above reasons, whether in connection with use of our information documents, a consultation, an offer or an order.

10) DELIVERY - TRANSFER OF RISKS: Unless otherwise agreed, delivery of the products is carried out by direct dispatch either to the buyer or to the carrier or supplier designated by it or selected by default by us and ex works from our warehouses or those of our contractors, subcontractors or suppliers. In the event of failure to deliver, or in the absence of instructions on the destination, the delivery shall be deemed to occur upon notice that the products have been made available and they shall then be charged and stored at the expense and risk of the buyer. The transfer of risk to the buyer is made at the time of delivery as defined above, notwithstanding the reservation of ownership. Regardless of the method of transport used, land, sea, river, air or of any other nature, even though prices have been established and the products have been shipped FOB destination, they travel at the risk of the recipient to which they belong. If during transport they go missing, are delayed or suffer damage, subject to any reservations stipulated on the bill of lading, all remedies against the carrier shall be applicable in accordance with Articles L 133-3 and L 133-4 of the French Commercial Code. The products are provided on the express instructions of the buyer at its own expense.

11) RETURNS: Return of goods will only be accepted after a complaint has been received from the buyer and accepted by us in writing. The buyer is informed that we only accept product returns on an exceptional basis. We reserve the right to refuse returns without having to justify our decision. If we accept a return, the goods must be returned in their original packaging or in identical packaging to the one in which they were shipped, carriage paid. The packaging must include the original label for the products. Writedown: returns shall result in a minimum writedown of 20% for return to stock if the goods can be resold as is. Otherwise it will be necessary to examine the goods to determine the amount of the additional writedown for repackaging and repair of the product.

12) HYDROGEN EMBRITTELEMENT - OXIDATION - RESERVES: Electrolytic treatments for all materials with a hardness greater than 320 Hv can lead to a weakening of the product owing to the presence of hydrogen. Warning: whatever the precautions taken, the presence of hydrogen, which cannot be completely eliminated, always entails a risk of delayed fracture owing to weakening and the total elimination of this risk cannot be guaranteed. It is up to the buyer to determine if the use of the product requires a total elimination of such risk. In the event that such risk must be eliminated, the buyer must use or recommend suitable coating and preparation methods to the end user. For all products that may be subjected to an accelerated oxidation process owing to their environment, the buyer is responsible for determining the choice of product and the consequences of this choice. In any event, we cannot be liable for the oxidation of any products unless a hidden defect in the product can be demonstrated.

13) WARRANTY - DISCLAIMER OF LIABILITY: In all cases where, after examination by both parties, it is acknowledged that the products delivered do not comply with the order or have material or manufacturing defects that render them unfit for use, our warranty is limited to supplying replacement products within the limits of our supplies and without any compensation of any kind for labour costs, delays, losses incurred, in particular immaterial damage, or any other reason that may be put forward. Product replacement shall not apply in the event of normal wear and tear, damage or accidents resulting from negligence, lack of supervision or maintenance or faulty or improper use of the products. It is up to the buyer to provide any written proof, for tracking the products in question, and of the reality of the defects or non-conformities identified. No product return shall be accepted without our prior written consent, in particular with regard to the delivery method. Products that are replaced must be returned to our warehouses carriage paid, and any replacement products will be made available to the buyer ex works. Under penalty of forfeiture of the foregoing guarantee, claims relating to our products shall be made by registered letter with acknowledgment of receipt to our head office. No claims will be accepted for nonconformity or apparent defects after the use of the products delivered or after a period of 8 calendar days following receipt. As such it is up to the consignee to check immediately on receipt of the products that they have no such defects. In other cases of defects in the delivered product the claim period is 8 calendar days after discovery of the defect. Any alteration or modification of any kind (including but not limited to treatment, coating, machining, etc.) of the product delivered performed by the buyer, by its own customers, its subcontractors, or any another person, shall release us of any liability concerning this product and the use that is made thereof. If it is shown, after examination by both parties, by the buyer, its customers, its subcontractors, or by any other person, that the defects or nonconformities rendering the product delivered unfit for use are not due to the alterations or modifications made, our replacement guarantee shall apply under the terms and conditions specified above. Our products are not intended for use in the aeronautical, aerospace or nuclear sectors. We can only be held liable if we have made a written commitment in response to a specific written request by the buyer.

14) PAYMENT: Unless otherwise provided, our invoices are payable in cash at the head office on the date of shipment of the goods. Any change in the economic or financial situation of the buyer may at any time cause a reduction in credit limits and a modification of the payment terms. No discount for early payment shall be applied. If a time limit for payment is granted, payment will be made by truncated bill of exchange not subject to acceptance. In the event of payment by promissory note, if it is not received within 30 days from the submission of the invoice, we may issue a truncated bill of exchange not subject to acceptance that the buyer is required to accept under the conditions provided for in Article L 511-15 of the French Commercial Code.

15) FAILURE TO PAY: In the event of late payment, we are entitled to suspend shipments and all amounts owed by the buyer on any grounds whatsoever shall become immediately payable, without any legal formalities. Subject to any legal action for amounts due, any late payment or postponement of the due date shall be subject, as of right and without the necessity of a reminder, to interest on arrears

calculated from the initial due date at the rate of 16%, which can never be less than three (3) times the legal interest rate. The buyer can never, under any pretext whatsoever, withhold all or part of the sums due, or offset them, and therefore shall refrain from any illicit practice of automatic debits or credits. Consequently, any deductions from our invoices that we have not expressly accepted shall be considered a default and will justify the suspension of deliveries and acceleration of payment of all amounts outstanding. Moreover, in the event of late payment, the buyer shall be automatically required to pay us lump-sum compensation for recovery costs of €40, in addition to the late payment penalties already provided for above. Additional expenses may be claimed on production of receipts.

16) TERMINATION - BREACH OF THE GENERAL TERMS: In the event of a breach by the buyer of his or her obligations under these general terms or under the contract, and in particular in the event of late payment, we may in particular either suspend all orders in progress, without prejudice to any other remedy, or automatically cancel the order concerned and all or part of the orders in progress, regardless of whether they have been delivered or are being delivered, and whether or not payment is due, without performing any judicial formalities and without prejudice to any damages we may claim. The decision to terminate the order will be notified by registered letter with acknowledgement of receipt. We shall retain any down payments made by the buyer, without prejudice to any other action that we are entitled to bring against the buyer on this account. The buyer must immediately return the products concerned by the cancelled contracts, failing which it may be compelled to do so by summary judgment.

17) EXEMPTION CLAUSE - FORCE MAJEURE: We cannot be held liable if an event outside our control prevents or delays the delivery and in particular in the event of a case of force majeure, lack of raw materials, unforeseen production difficulties, limiting or stopping of production, difficulties with subcontractors or suppliers, strikes, economic or political disruption due to events such as war, civil war or embargoes, or transport difficulties. The delivery lead times shall be extended accordingly. If the unforeseen difficulty is permanent or lasts longer than one month, we shall be entitled to automatically terminate the contract, without any legal formalities, by registered letter with acknowledgement of receipt.

18) RETENTION OF PROPERTY: The transfer of ownership of the goods delivered to the buyer will take place after the full payment of principal, interest, costs and any other debt, regardless of its nature, that has not been settled by the buyer for any reason whatsoever. The failure of payment obligations by the buyer or, in general, any event likely to cast a serious doubt on the creditworthiness of the buyer, will entitle us to demand the full restitution of products held by the buyer. We have the right to recover the products from the buyer any time, and for this purpose, we are hereby authorised, along with our employees and agents to enter the buyer's premises. Within the meaning of this clause, the remission of drafts or any other instrument giving rise to an obligation to pay shall not constitute payment. Our products may be resold, processed or assembled before the final settlement in the normal course of our customers' business, provided that the receivables arising from the resale or processing by the buyer are directly assigned to us and for as long as our invoices remain unpaid upon maturity. The right of resale, processing or assembly shall automatically terminate in the event that the buyer is in default or becomes subject to receivership or liquidation procedures. This last provision is defined as an obligation to refrain from acting. Furthermore, the buyer undertakes to immediately pass on to us the full identities of the subsequent buyers and any information required so that we can assert our rights.

19) ALLOCATION OF JURISDICTION AND APPLICABLE LAW: IN THE EVENT OF A DISPUTE REGARDING THE INTERPRETATION OR PERFORMANCE OF THE PRESENT GENERAL TERMS OF SALE (REGARDLESS OF THE PLACE OF THE CONTRACT, DELIVERY OR PAYMENT), IT IS HEREBY AGREED THAT THE COURTS OF LYON SHALL HAVE SOLE JURISDICTION IN ALL CASES, TO THE EXCLUSION OF ALL OTHER COURTS, EVEN IN THE EVENT OF MULTIPLE DEFENDANTS OR THIRD PARTY PROCEEDINGS. THE PRESENT GENERAL TERMS AND ALL OUR SALES TRANSACTIONS ARE SUBJECT TO FRENCH LAW.

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