

GENERAL TERMS AND CONDITIONS OF SALE

1) APPLICATION: Orders placed with us are subject to these General Terms and Conditions of Sale ("GTCS"), which prevail over all other documents and conditions, in particular the buyer's General Terms and Conditions of Purchase ("GTCPP"). Pursuant to Article L 441-1 of the French Commercial Code, the GTCS constitute the sole basis for the commercial relationship between the parties. To validate the orders, an order confirmation ("OC") shall be sent to the buyer featuring the GTCS in full on the front. Sending the order confirmation to the buyer implies full acceptance of our GTCS by the buyer.

2) DOCUMENTS: All the information relating to general characteristics, strengths, uses or effects of the products, all information on the standards, quality, dimensions, pricing or of any other nature, all drawings, all information in general contained in our catalogues, CD ROMs, websites, delivery slips, order confirmation or any other media are for information purposes only, non-exhaustive and without guarantee by us, unless there is an express acceptance clause. If a buyer or any other natural or legal person wishes specific information to have a contractual nature, they must submit a written request which must be accepted in writing prior to any use. All the information we provide and all the products we sell are subject to change, substitution or discontinuation without notice and without incurring liability.

3) WEIGHT AND QUANTITIES: The weights and quantities indicated in our price lists or catalogues are provided for information only and cannot be invoked to refuse or dispute delivery of the products; they may vary from the weights and quantities ordered according to the tolerances allowed in the profession.

4) HYDROGEN EMBRITTLEMENT - OXIDATION - RESERVATIONS: Electrolytic treatments for all materials with a hardness greater than 320 HV can lead to embrittlement of the product owing to the presence of hydrogen. **NB: whatever the precautions taken, the presence of hydrogen, which cannot be completely eliminated, always entails a risk of delayed failure owing to embrittlement and the total elimination of this risk cannot be guaranteed.** It is up to the buyer to determine whether the use of the product requires the risk to be totally eliminated. If this 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 and choosing the product and for the consequences of this choice. In any event, we cannot be liable in the event of oxidation of the products unless a hidden defect in the product can be demonstrated.

5) USE OF THE PRODUCTS: We are not obliged to provide advice to the buyer regarding the suitability of the products for its requirements, in particular if these have not been explained to our company. Regardless of the party that initiates the relationship, the buyer or any other natural or legal person is in particular alone responsible for selecting the product, 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 from them. **Our products are not intended for use in the aeronautical, aerospace or nuclear sectors. We can only be held liable for such uses if we have made a written commitment in response to a specific written request by the buyer.**

6) ORDERS: The order is firm and final once it has been accepted by sending the OC. As a result, the Buyer is committed to buying all of the products ordered, including when delivery frequencies have been agreed. Specific products are defined as products whose marketing is specific to the buyer's needs (customised products, products consumed by the buyer alone, coated products, etc.). If there is no turnover of stock for these specific products, even when procurement, order or delivery programmes have been put in place in agreement with the buyer, the buyer undertakes to accept delivery of the remaining stock of the products in question, which it shall pay for under the usual terms.

7) PRICE: The applicable price is the price in force when the order is accepted. Prices are net and exclude taxes and all incidental expenses (carriage, delivery charges, fixed billing costs, special controls etc.). However, the price is likely to vary if a tax is introduced (e.g.: CBAM) and/or an eco-contribution, or if there is a change in the amount of an existing tax/eco-contribution. In this case, some or all of the amount of the tax/eco-contribution will be passed on at our sole discretion.

8) DELIVERY - TRANSFER OF RISKS: Except as otherwise provided (e.g. for exports), products are delivered by a carrier appointed by our company. If delivery is impossible, or if there are no instructions regarding the destination, delivery is deemed to have been carried out by notice of readiness, and the products are then invoiced and stored at the buyer's cost and risk. Transfer of risks to the buyer takes place at the time of delivery. Whatever the mode of transport, it is the buyer's responsibility, in the event of short delivery, delays or damage, to state its justified reservations on the delivery slip and to exercise all remedies against the carrier in accordance with Articles L. 133-3 and L. 133-4 of the French Commercial Code. The products are only insured at the express request of the buyer and at its own expense.

9) ORDER PREPARATION AND DELIVERY LEAD TIMES: The order and delivery lead times are approximate. In the event of a delay, 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. Delays cannot on any account justify the cancellation of all or part of the sale or result in deductions, penalties, compensation or damages. In any case, if the delivery is carried out by a carrier or service provider appointed by the buyer, our company cannot on any account be subjected to late delivery penalties or cancellation of the order. 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.

10) LATE DELIVERY PENALTY: In the event of late delivery, a sufficient margin of error will be taken into account in view of the volume of products ordered. Late delivery penalties can only be accepted in the event that (i) breaches are demonstrated by the buyer, and/or (ii) the buyer demonstrates a breach by our company that has caused it a loss. In such cases, the buyer shall provide our company with proof of the breach identified and of the loss suffered. Our company shall have a reasonable time limit to verify and, if necessary, contest the reality of the grievance alleged by the buyer. More generally, the buyer acknowledges that any logistics penalties must be applied in accordance with Article L. 441-17 of the French Commercial Code, which the parties intend to apply by agreement. No penalties may be applied if the buyer has not complied with all of its obligations, in particular those relating to the order, delivery and payment terms set out in the GTCS.

11) PRODUCT ACCEPTANCE/COMPLAINTS: The buyer has a time limit of 8 days from receipt of the products to make a complaint relating to non-compliance with the order or an apparent defect. No complaints will be accepted after use of the products delivered or after that time limit. In other cases of defects in the delivered product the time limit for complaints is 8 calendar days after discovery of the defect. All complaints for any reason whatsoever, shall be made by registered letter with acknowledgement of receipt. Once the parties have agreed on the existence of the defects or nonconformities, we may, at our sole discretion, either supply replacement products within the limit of supplies, or supply similar products, or repair or bring the products into conformity, possibly on the buyer's and/or a third party's premises, or issue a credit note. No other requests will be accepted, on any grounds whatsoever.

12) 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 do accept a return, the goods **must** be returned in their original packaging. The packaging must include the original label of the products with the batch number, to enable the goods to be traced. Any products returned without our written agreement shall be kept at the buyer's disposal and will not result in the issue of a credit note or cancellation of the sale. The cost and risk of return of the products are payable by the buyer. Returns will be subject to a minimum restocking charge of 20%.

13) PAYMENT: Unless otherwise provided, our invoices are payable in cash at the registered office on the date of shipment of the goods. Any change in the economic or financial situation of the buyer may at any time result in a reduction in the credit limit and modification of the payment terms. No discount will be granted for early payment. 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 of submission of the invoice, we may issue a truncated bill of exchange not subject to acceptance, which the buyer is required to accept under the conditions provided for in Article L 511-15 of the French Commercial Code. With regard to any sums owed by our company as consideration for services or other obligations within the meaning of Article L. 441-3 of the French Commercial Code, we reserve the right to request proof of the effectiveness of the consideration provided, in particular in the event of overlapping groups, in order to check that there are no unpaid-for advantages.

14) LATE PAYMENT/NON PAYMENT: 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, by rights and without any legal formalities. Subject to any legal action for amounts due, any late payment or postponement of the due date shall be subject, by rights and without the need for a reminder, to interest on arrears calculated from the initial due date at a rate of 16%, and lump-sum compensation of €40. Additional expenses may be claimed on production of receipts.

15) OFFSETTING: 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 deduction from the payment of invoices that we have not expressly accepted (in particular logistics penalties), will constitute a payment incident justifying the refusal of any further orders, suspension of deliveries, acceleration of payment of all receivables and de facto the suspension of discounts and other financial benefits.

16) WARRANTY - LIMITATION OF LIABILITY: All warranty claims must be made in accordance with the complaints procedure in the GTCS. Complaints relating to products must be made by registered letter with acknowledgement of receipt sent to our registered office, or entitlement to the warranty as defined above will lapse. It is the responsibility of the buyer and/or third party to use and install the products in accordance with good practice, in compliance with the standards and technical recommendations that it declares it knows. We are only bound by the legal warranty against hidden defects and non-compliance of the products with the order. The warranty does not apply in the following cases: defective assembly or installation; modification of the product by the buyer and/or a third party; poor storage conditions; lack of maintenance; improper use by the buyer or a third party; consequence of obsolescence or normal wear and tear if the buyer and/or a third party has attempted to remedy any non-conformity or defect in the product without our agreement; negligence; normal wear and tear of the product; force majeure. It is up to the buyer and/or any third party to provide any information to justify the traceability of the products in question and the reality of the defects or non-conformities identified. The buyer and/or the third party shall do everything required to enable us to see these defects and to remedy them. We can check the products on site or request their return. Our liability is strictly limited to the direct and certain loss suffered by the buyer and/or a third party as a result of our action and resulting from any defect and/or nonconformity; there will be non compensation for any loss of profit or opportunity. Our liability cannot exceed the amounts covered in the insurance policy taken out with CHUBB under reference FRCASA44470, i.e.:

- product liability of €10,000,000 per claim and per year of insurance, including non-consequential non-material damage, with collection costs and removal/reinstallation costs incurred by third parties of €5,000,000 per claim and per year of insurance, collection costs incurred by us of €3,000,000 per claim and per year of insurance, and removal/reinstallation costs incurred by us of €3,000,000 per claim and per year of insurance,
- any resultant bodily injury, material or non-material damage, taken together, that occurs in the USA/CANADA: €10,000,000 per claim and per policy year.

We cannot be held liable to obtain compensation for: damage resulting from pollution or damage to the environment, compensation due to workers' compensation, employer's liability, occupational disease, damage caused by asbestos or by products containing asbestos and attributable to the asbestos contained in these products, compensation of product recall expenses, compensation of removal and refitting costs, compensation based on contractual commitments resulting in particular from hold harmless agreements and vendor's endorsement clauses (unless they are entered into in limited form).

These upper limits constitute a contractual limitation of liability that expressly excludes any other legal action on the same grounds.

17) TERMINATION DUE TO BREACH OF CONTRACT: In the event of a breach by the buyer of the GTCS or of 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 legal formalities and without prejudice to any damages we may claim. The decision to cancel 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.

18) FRUSTRATION OF PURPOSE: In the event of frustration of purpose within the meaning of Article 1195 of the French Civil Code, the parties undertake to attempt to renegotiate the contract in good faith. The Parties shall refrain from refusing to renegotiate. This concerns the following events in particular: variation in the price of raw materials, change in customs duty, change in the exchange rates, change in legislation. If renegotiation fails, the parties shall agree to terminate the contract amicably, to the exclusion of any other solution. 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.

19) EXEMPTION CLAUSE - FORCE MAJEURE - CIRCUMSTANCES BEYOND OUR CONTROL: In the event of force majeure, as defined by Article 1218 of the French Civil Code, in particular in the event of a lack of raw materials, unforeseen difficulties in production, limitation or stoppage of production, difficulties with subcontractors or suppliers, strikes, economic or political disruption by an event such as a war, civil war, embargo or transport difficulties, riots and revolutions, acts of piracy, pilferage, disruption of supply of raw materials, machine breakdowns, shortages of means of transport, epidemics or pandemics as well as measures taken by the competent authorities, in France or abroad, to limit the spread of an epidemic or pandemic, whether or not in connection with a declaration of a health emergency, or if it is impossible to obtain supplies for any reason whatsoever, we cannot be held liable. The delivery lead times shall be extended accordingly. If the unforeseen difficulty is permanent or lasts longer than one (1) month, we shall be entitled to automatically terminate the contract or order, without any legal formalities, by registered letter with acknowledgement of receipt. In addition, circumstances beyond our control that do not qualify as force majeure may have a marked impact on our production capacities and costs, and therefore on the availability of the products. The buyer shall take this into account and agrees not to apply penalties against our company, if it has been informed of this situation at least 48 hours before the planned delivery date.

20) RETENTION OF TITLE CLAUSE: The transfer of ownership of the goods delivered to the buyer will take place after full payment of the principal, interest, incidental expenses and any other amount owed to us by the buyer on any grounds whatsoever. Non-performance by the buyer of its payment obligations, or more generally any event likely to cast a serious doubt on the buyer's solvency, will entitle us to demand by rights the return of the products held by the buyer. We are entitled to take back the products from the buyer at any time. Within the meaning of this clause, the remission of bills of exchange 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 from the resale or processing by the buyer are directly assigned to us if our invoices are not paid on the due date. The right of resale, processing or assembly shall automatically expire if the buyer is in default of payment or is subject to receivership or compulsory liquidation. This provision is defined as a negative obligation. Furthermore, the buyer undertakes to immediately notify to us the full identities of the subsequent buyers and any information required so that we are able to assert our rights.

21) PROTECTION OF PERSONAL DATA OF NATURAL PERSONS: We process the personal data of buyers who are natural persons or of the buyers' legal representatives, which may be required to conclude an order. The data are collected for the following purposes: 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 exercise rights to the data by the data subjects. The data are processed in accordance with the legal bases laid down by the applicable regulations and are stored only for as long as is necessary to fulfil the corresponding purpose. In particular, data subjects have the right to access, rectify, erase and restrict processing of their data, which they can exercise by sending a letter to our registered office. They may also lodge a complaint with the French Data Protection Authority (CNIL). Full details of how we process personal data are available on our website.

22) ALLOCATION OF JURISDICTION AND APPLICABLE LAW: IN THE EVENT OF A DISPUTE REGARDING THE INTERPRETATION OR PERFORMANCE OF THE GTCS, THE COURTS OF LYON SHALL HAVE SOLE JURISDICTION, EVEN IN THE EVENT OF SUMMARY PROCEEDINGS, MULTIPLE DEFENDANTS OR THIRD PARTY PROCEEDINGS. THE GTCS AND ALL OUR SALES TRANSACTIONS ARE SUBJECT TO FRENCH LAW.

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