

Translated from French

General terms and conditions of sale of KRAHN France SAS

Article 1. Scope and purposed of the General Conditions

1.1. The purpose of these General Terms and Conditions of Sale is to define the conditions under which KRAHN FRANCE SAS (a simplified joint stock company located at 49 BIS Avenue Franklin Roosevelt - 77210 AVON, and registered in the Melun Trade and Companies Register under number 833 866 965) (hereafter "**KRAHN**") supplies the products and services ordered by the Customer as defined in Article 1 hereof.

1.2. In accordance with article L. 441-1 of the French Commercial Code, the General terms and Conditions constitute the sole basis of the commercial relationship between KRAHN and the Customer. The Terms and Conditions applicable are those in force at the date of the request made by the Customer to KRAHN. KRAHN reserves the right to modify the Terms and Conditions at any time without having to notify the Customer, by making a new version of the Terms and Conditions available to the Customer by any means. The information given on KRAHN's Internet sites, catalogs, prospectuses and price lists is given for information only and may also be revised at any time.

1.3. The Terms and Conditions are intended to apply to all existing, current or future commercial relations, pre-contractual negotiations and contractual agreements between KRAHN and the Customer, which may result in the Customer placing Orders with KRAHN. As a matter of principle and unless expressly agreed by the Parties, the Customer's Terms and Conditions of purchase and any other document issued by the Customer shall not apply to the sale of products or the provision of services governed solely by the General Conditions. Any placing of an Order for products or services by the Customer in accordance with the General Terms and Conditions implies, on the part of the Customer, acceptance without restriction or reservation, and full and complete adherence to these General Terms and Conditions.

1.4. The Parties declare and acknowledge that (i) the negotiations leading up to the conclusion of the General Terms and Conditions were conducted in good faith, (ii) during the contractual negotiation phase, they were provided with all necessary and useful information to enable them to enter into commitments with full knowledge of the facts, and (iii) they provided each other with all information likely to determine their consent and which they could not legitimately be unaware of.

Article 2. Definitions

2.1. These definitions are capitalized and apply to both the singular and plural. For the purposes hereof, the following terms shall have the meanings set forth below:

Affiliate: means any company, firm or entity that is controlled by a Party, controls a Party, is under common control of a Party. The notion of "control" is understood here in the sense of article L.233-3 of the French Commercial Code.

Article: refers to one of the articles of the General Terms and Conditions.

Customer : refers to any individual or legal entity acting for professional purposes within the scope of its commercial, industrial, craft, liberal or agricultural activity, including

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when acting in the name and on behalf of another professional. Prior to accepting the General Conditions, the Customer acknowledges that he has carried out all necessary checks to ensure (i) that the subject of the Terms and Conditions to be concluded with KRAHN falls within the scope of his main activity and (ii) that he permanently employs more than 5 people. In this respect, the Customer acknowledges and accepts that he must inform KRAHN in writing without delay in the event that he does not fulfil one of the two aforementioned conditions.

Order : designates the document materializing the Customer's intention to purchase the products and services proposed by KRAHN and reproducing the terms and conditions contained in the Offer issued by KRAHN.

Confirmed Order: contains in particular the description of the products or services, their quantities, their prices, the delivery times and the Incoterm applicable, and corresponds to the acceptance of the Order by KRAHN, constituting the agreement between the Parties and thus formalizing the contract comprising the terms and conditions of the sale of products or the provision of services.

Terms and Conditions: refers to KRAHN's present Terms and Conditions of sale.

Intellectual Property Rights : means KRAHN's rights relating to (i) literary, artistic and scientific works (including all documentation, software, diagrams, plans, formulas and methods), (ii) inventions in all fields of human activity, whether or not they are patentable, (iii) scientific discoveries, (iv) industrial designs and models, (v) trademarks, (vi) know-how, (vii) trade names and commercial denominations, (viii) protection against unfair and parasitic competition, (ix) the rights of database producers and (x) all other rights relating to intellectual activity in the industrial, scientific, literary and artistic fields.

Request: refers to the expression of the Customer's intention to obtain a Quotation issued by KRAHN and place an Order for products and services with KRAHN.

Offer: refers to the offer issued by KRAHN and communicated to the Customer following the Request and, where applicable, which may be the subject of an Order placed by the Customer.

Parties: refers to KRAHN and the Customer.

2.2. The titles given to the Articles are for the sole purpose of facilitating the reading of the Terms and Conditions and may not be used for interpretation purposes. The use of the expression "including", "including", "in particular" or "in particular" shall be interpreted as including the item concerned, without being exhaustive, unless otherwise stipulated.

2.3. Where a due date stipulated in the General Terms and Conditions falls on a day which is not a working day, such due date shall be deemed to fall on the following day.

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Article 3. Pre-contractual information, placing of order and conclusion of contract

3.1. KRAHN provides information on products and services, in particular on their essential characteristics, to help the Customer make a choice. However, the Customer is solely responsible for the choice of products and services which are the subject of the Request and Order and must ensure that the products and services offered by KRAHN are suitable for his needs.

3.2. The Customer expresses his wish to benefit from the products and services offered by KRAHN by sending a Request to KRAHN by any written means agreed between the Parties. Any Request must be communicated by the Customer to KRAHN in writing.

As part of the Request, the Customer undertakes to provide accurate and up to date data, in particular concerning his contact details (e-mail address, address, telephone number, etc.) and to inform KRAHN of any change to any of this information by any written means as soon as possible.

3.3. Upon receipt of the Request, KRAHN may, at its sole discretion, issue an Offer to the Customer. Unless otherwise expressly indicated in the Offer, or in the absence of any indication in the Offer, the said Offer will only be valid for a maximum period of fourteen (14) calendar days, unless otherwise expressly agreed in writing between the Parties.

KRAHN is under no obligation to propose identical conditions to those set out in the Offer in future Offers which may be issued by KRAHN following a new Request from the Customer.

3.4. If he so wishes, the Customer accepts the Offer and must place an Order with KRAHN by any written means agreed between the Parties.

From the moment it is issued, the Order constitutes a firm and definitive commitment by the Customer expressing his irrevocable wish to be bound to KRAHN.

The Order may no longer be unilaterally modified by the Customer, except with the express written agreement of KRAHN.

KRAHN's acceptance of the Customer's Order will result in a Confirmed Order issued by KRAHN.

The refusal or request for modification of the Offer by the Customer, as well as the refusal or modification of the Order by KRAHN shall give rise to a new Request from the Customer to KRAHN, which shall be processed by KRAHN under the conditions of Article 3.2 and 3.3 of the General Conditions, and may, if necessary, give rise to the issue of a new Offer under the conditions of Article 3.3.

3.5. KRAHN acknowledges receipt of the Customer's Order and sends the Customer a Confirmed Order within a maximum of fourteen (14) calendar days after receipt of the Customer's Order. The acknowledgement of receipt sent by KRAHN does not contain the information contained in the Confirmed Order and therefore does not constitute a manifestation of KRAHN's will to accept the Order issued by the Customer. Only the Confirmed Order constitutes the agreement of the Parties.

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In the absence of a Confirmed Order sent by KRAHN to the Customer, the Order will be deemed to have been refused by KRAHN. In any case, KRAHN will use its best efforts to send its refusal of the Order to the Customer as soon as possible.

3.6. The Parties' agreement is effective from the date of issue of the Confirmed Order by KRAHN. The Confirmed Order constitutes the agreement between the Parties.

Article 4. Prices

4.1. The prices of the products and services offered to the Customer appear in the Offer. Prices are determined on the basis of costs and charges existing at the time the Offer is issued.

Unless otherwise specified in the Offer, the prices shown therein include the cost of transporting the products.

4.2. Prices are indicated in the Offer in euros, exclusive of tax, ex works and including packaging.

4.3. The price agreed between the Parties and applicable to the sale of products and the provision of services is that shown in the Confirmed Order.

Article 5. Terms of payment

5.1. Payment of the price is due by the Customer to KRAHN from the date of issue of the invoice by KRAHN. The price must be paid in full in one instalment, with no possibility of staggered payments, unless expressly agreed otherwise in writing between the Parties.

5.2. Payment of the price is, in principle, made by the Customer by bank transfer. As an exception, any other means of payment requested by the Customer must be subject to prior written agreement between the Parties. In this case, all charges and costs relating to the alternative method of payment agreed between the Parties will be borne by the Customer.

5.3. No discount is granted for early payment by the Customer.

5.4. Payment shall be made no later than sixty (60) days after the invoice date. Any set-off between sums due by either Party is expressly excluded.

5.5. Any sum not paid by the due date will give rise to the payment of late payment penalties equal to three times the legal interest rate in force on the day of issue of the invoice. In accordance with article L.441-10 of the French Commercial Code, a fixed indemnity to compensate for collection costs amounting to forty (40) euros per unpaid invoice will be due ipso jure without prior formal notice from the first day of late payment, without prejudice to any additional compensation that KRAHN reserves the right to claim as compensation for the loss suffered.

5.6. In the event of late payment by the Customer, KRAHN may suspend the execution of all Confirmed Orders. Consequently, the Customer may not hold KRAHN liable for this non-performance, nor claim damages.

5.7. If, after the conclusion of a Confirmed Order, a change in circumstances unforeseeable at the time of the conclusion of the said Confirmed Order renders its execution excessively onerous for one of the Parties, this Party may request renegotiation of the Confirmed Order from the other Party.

The Party invoking this renegotiation must continue to perform its obligations and notify the other Party in writing, justifying the circumstances that have made the performance of its obligations excessively onerous, as well as their unpredictability at the time the Confirmed Order was placed. The Parties undertake to conduct their negotiations in good faith. If the Parties reach an agreement, they shall formalize the terms and conditions in writing. In the absence of agreement between the Parties and in the event of failure of negotiations within a reasonable period of time, each Party may request the termination of the Confirmed Order, to the exclusion of any judicial intervention, in particular regarding the revision or termination of the Confirmed Order.

Article 6. Delivery

6.1. The applicable delivery times are shown in the Offer, and may also be shown in the Confirmed Order. Unless expressly provided otherwise in a written document between the Parties, delivery times for products and services are given as an indication only.

6.2. Unless otherwise expressly agreed in a written document between the Parties, KRAHN is responsible for packaging the products.

6.3. If the delivery of products or the provision of services is delayed due to the Customer's fault, the Customer shall bear all risks and costs arising from the storage of the products.

6.4. The transfer of risks to the Customer takes place when the products are unloaded at the address indicated by the Customer in the Request, or any other address requested by the Customer and expressly accepted in writing by KRAHN.

6.5. KRAHN applies Incoterms 2020. The applicable Incoterm is shown on the Offer, the Confirmed Order and the invoice issued by KRAHN to the Customer.

6.6. In the event that the delivery date indicated by KRAHN in the Offer cannot be met due to objective circumstances beyond the control of KRAHN or its suppliers, the modified delivery date of the Confirmed Order will be communicated to the Customer as soon as possible. If the circumstances persist for more than one month after the expiry of the initially agreed prompt delivery date, either Party may cancel the Confirmed Order.

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6.7. If KRAHN is unable to obtain supplies from its suppliers, KRAHN will inform the Customer of the unavailability of the products covered by the Confirmed Order or of the delayed availability of the products covered by the Confirmed Order.

6.8. A delay in delivery does not entail cancellation or modification of the Confirmed Order. It shall not give rise to the payment of damages. Penal clauses appearing on commercial documents issued by the Customer and not expressly accepted by KRAHN are not enforceable against KRAHN.

Article 7. Reservations and returns

7.1. It is the Customer's responsibility, in the event of damage to the products delivered or missing products, disorders, defects or apparent shortcomings relating to the products delivered, to mention this on the delivery note and to make all necessary reservations with the carrier by registered letter with acknowledgement of receipt within 3 days of receipt, not including public holidays, in accordance with article L.133-3 of the French Commercial Code, with a copy sent simultaneously to KRAHN.

7.2. Without prejudice to the measures to be taken by the Customer in relation to the carrier as described in Article 7.1. of these terms and conditions, in the event of missing products, disorders, defects or apparent shortcomings existing at the time of delivery and relating to the products delivered, the Customer will have a period of seventy-two (72) hours from receipt of the products to make all necessary reservations and claims to KRAHN by registered letter with acknowledgement of receipt addressed to KRAHN. The Customer is obliged to send KRAHN the delivery notes as well as all the elements necessary to note and examine the said notified shortcomings or disorders. Acceptance without reservation of the products received by the Customer implies acceptance of the products delivered.

7.3. In the event of proven non-conformity of the products delivered, the Customer may, on written request made within a reasonable time of the non-conformity being noted, ask KRAHN either to replace the non-conforming products delivered, or to repair the products delivered or the element recognized as non-conforming by KRAHN, without the Customer being able to claim any compensation whatsoever, restitution of all or part of the price of the non-conforming products, or the cancellation of the Confirmed Order including non-conforming products.

7.4. No products may be returned by the Customer without the prior express written agreement of KRAHN, obtained in particular by e-mail. All return costs will be charged to the Customer. In particular, KRAHN reserves the right to ask the Customer to reimburse the costs incurred for the return of products, especially the costs of inspecting and transporting the products.

As an exception, in the event that an apparent defect is found by KRAHN, the return costs (including labor and material costs) will be paid by KRAHN.

7.5. Notification by the Customer to KRAHN under the terms and conditions described in this Article does not suspend payment by the Customer for the products concerned.

Article 8. Samples - Technical advice

8.1. The quality of goods depends exclusively on the manufacturer's specifications.

8.2. The samples as well as the technical and chemical data made available only provide a general description of the goods. They offer no guarantee of quality or durability, and do not release the customer from his obligation to inspect each individual delivery.

8.3. Warranties can only be entered into in the context of individual, explicit and written agreements.

8.4. Our consultations on application technology to the best of our knowledge are non-binding and do not release the Customer from his obligation to inspect each individual delivery as to its suitability for the intended purpose. The customer remains solely responsible for the use, application and processing of the goods supplied by KRAHN, as well as for compliance with the applicable safety and security regulations.

8.5. Unless explicitly agreed by KRAHN within the Confirmed Order, and subject to a case-by-case assessment and the Customer's compliance with its applicable legal and regulatory obligations, it is understood that the products sold and/or delivered are not intended for the production of (i) medical devices for implants or in vitro diagnostics; (ii) biocides; (iii) phytosanitary agents; (iv) medicines for human and veterinary use; (v) foodstuffs and animal feeds; (vi) cosmetics; (vii) weapons or other objects used to kill or harm human beings; (viii) aircraft and spacecraft; (ix) products which may have safety-critical implications and for which shortcomings in the products supplied by KRAHN would be likely to endanger the life or health of human beings.

Article 9. Termination

9.1 Termination for non-performance of an obligation : in the event of non-performance of its obligations by one of the Parties, the Confirmed Order may be terminated ipso jure by the other Party, without prejudice to any damages which may be claimed by KRAHN from the Customer in respect of such termination. Termination will take effect thirty (30) working days after the non-defaulting Party has sent a formal notice by registered letter with acknowledgement of receipt to the defaulting Party, which has remained unsuccessful and without effect.

9.2 Cancellation for serious breach : in the event of serious breach by the Customer, any Confirmed Order may be cancelled by KRAHN as of right, without prejudice to any damages which may be claimed by KRAHN from the Customer. Cancellation will take effect eight (8) working days after KRAHN has sent a formal notice to the Customer which has remained unsuccessful.

9.3 Termination for failure by the Customer to pay: in the event of non-payment of an invoice by the Customer, it is expressly agreed that termination of the unpaid Confirmed Order will be effective and immediate by operation of law from the date of non-performance, without the need for formal notice to be sent by KRAHN and without prejudice to damages which KRAHN may claim from the Customer.

9.4 Provisions common to all cases of cancellation: as the services exchanged between KRAHN and the Customer since the Confirmed Order have found their usefulness as the mutual performance of obligations progresses, the cancellation of a Confirmed Order will not give rise to restitution for the period prior to the last service for which no consideration has been received.

Article 10. Force majeure

10.1. KRAHN and the Customer will not be held responsible or considered as having failed to comply with these General Terms and Conditions for any delay or non-performance of their obligations, when this delay or non-performance is linked to a case of force majeure.

10.2. It is expressly agreed that, in addition to the cases generally accepted by French jurisprudence, the following are considered to be cases of force majeure: wars, insurrections, riots, the effects of atomic fission, industrial disputes, strikes, confinement, bad weather, blockage of means of transport or supply for any reason whatsoever, earthquakes, fires, storms, floods, water damage, governmental or legal restrictions, epidemics, pandemics, injunctions by public authorities, computer or peripheral equipment breakdowns, blockages or interruptions in the operation of telecommunications or electronic networks, lasting interruptions in the supply of energy, failure of computer systems, software or networks directly or indirectly involved in the fulfilment of the obligations of KRAHN and the Customer under these General Terms and Conditions.

10.3. The occurrence of a force majeure event has the effect of suspending the performance of contractual obligations for the Party invoking it, in particular the delivery of goods, for as long as the force majeure event lasts. In all cases, the Party affected by the event of force majeure shall do everything in its power to avoid eliminating or reducing the causes of the delay, and shall resume performance of its obligations as soon as the event invoked has disappeared.

10.4. If a case of force majeure rendering the performance of the obligations impossible should exceed thirty (30) days from the notification sent by registered letter with acknowledgement of receipt by the affected Party to the other Party, each Party shall be entitled to terminate the Confirmed Orders concerned ipso jure and without compensation, and shall be effective within eight (8) days from the sending to the other Party of a registered letter with acknowledgement of receipt.

Article 11. Liability

11.1. Claims relating to hidden defects affecting products delivered other than those sold with the contractual mention "TEL QUEL", "OFF SPEC" or similar, must be notified to KRAHN without delay from the time of their discovery by the Customer and in accordance with the applicable legal provisions. The Customer will communicate to KRAHN as soon as possible, in writing, any information relating to the defect found. In the event of a hidden defect affecting the goods sold and notified to KRAHN under the above terms and conditions, the Customer may only claim delivery of a similar product or a price reduction, at KRAHN's choice.

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11.2. KRAHN indicates within the Offer if products are sold under the mention "TEL QUEL", "OFF SPEC" or similar. Consequently, the Customer acknowledges that he has been expressly informed of the existence of products bearing these terms prior to issuing his Order. When products have been sold with the contractual mention "TEL QUEL", "OFF SPEC" or similar, KRAHN cannot be held responsible in any way whatsoever, and the Customer will not have any guarantee against KRAHN due to a material defect on the products. In this respect, the Customer guarantees KRAHN against any liability in respect of products bearing the words "TEL QUEL", "OFF SPEC" or similar and against any damage it may suffer as a result of the sale of products bearing these words, and will thus be personally responsible for any action which may be brought by a third party against KRAHN in respect of the sale of the said products.

11.3. In any case, KRAHN's liability for damages suffered by the Customer as a result of a breach by KRAHN of its contractual obligations is strictly limited to the amount of the purchase price of the disputed products paid by the Customer per Confirmed Order, and in all cases, within the limit of two million euros (€2,000,000). In this respect, only direct material damage resulting from a breach by KRAHN of its essential obligations may be compensated up to this amount.

11.4. KRAHN's liability is excluded for immaterial and indirect prejudice which may be suffered by the Customer, in particular for prejudice relating to loss of income, turnover, profit, contracts, damage to image, or any other immaterial and/or indirect prejudice.

11.5. The present restrictions and exclusions of liability do not apply to the Customer's rights of recourse in the event of damage to life, body or health, nor to claims arising from the law on liability for defective products.

Article 12. Export control

12.1 KRAHN is subject to compliance with applicable export control regulations and economic sanctions. These regulations include, but are not limited to, trade prohibitions or restrictions adopted by the United Nations Security Council, the European Union, the United States of America, or any other competent national or regional organization within the jurisdictions in which KRAHN, its Affiliates and their employees are located as well as compliance with imposed economic sanctions (hereinafter "Export Control Regulations").

12.2. The Customer is required to comply with the obligations arising from Export Control Regulations. In particular, the Customer is required to refrain from engaging in any business relationship (i) with persons, organizations or institutions on a sanctions list drawn up in accordance with European or American Export Regulations, or which do not comply with the legal provisions in force, (ii) with countries subject to an embargo, (iii) for which the necessary authorization has not been obtained, or (iv) which could be linked to nuclear, biological or chemical weapons or have a military purpose.

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authorization has not been obtained, or (iv) which could be related to nuclear, biological or chemical weapons, or have a military purpose.

12.3. The Customer must inform KRAHN in advance and provide all necessary information to enable the latter to comply with its obligations under Export Control Regulations, in particular if the products or services ordered by the Customer from KRAHN are likely to be used in relation to:

- a country or territory, or a natural or legal person, which is subject to restrictions or prohibitions under the Regulations of the European Union, the United States of America or any other Export Control Regulation;
- the design, development, production or use of military or nuclear goods, chemical or biological weapons, missiles, space or aeronautical applications and their delivery systems.

12.4. The Customer shall provide KRAHN on request with all information necessary to obtain export licenses or authorizations issued by the competent authorities.

12.5. The performance of KRAHN's contractual obligations must be compatible with Export Control Regulations. In this respect, KRAHN is authorized to modify, cancel, terminate Confirmed Orders, to refuse or suspend the performance of its obligations under Confirmed Orders in force without KRAHN being held liable in this respect.

12.6. If the Customer does not respect one of the obligations referred to in the present article, KRAHN will be entitled to cancel the Confirmed Orders concerned in progress, without prejudice to any other right which may be exercised by KRAHN, leading in particular to the awarding of damages.

Article 13. RETENTION OF TITLE

13.1. KRAHN RETAINS OWNERSHIP OF THE PRODUCTS ORDERED UNTIL PAYMENT AND RECEIPT OF THE FULL PRICE IN PRINCIPAL, ACCESSORIES AND ANY INTEREST, EVEN IF EXTENDED PAYMENT TERMS HAVE BEEN GRANTED.

13.2. FROM THE DATE OF DELIVERY, THE CUSTOMER IS THE DEPOSITARY AND GUARDIAN OF THE SAID PRODUCTS. THE CUSTOMER UNDERTAKES TO INSURE AND PROPERLY MAINTAIN THE PRODUCTS SOLD UNDER RETENTION OF TITLE BY KRAHN AT HIS OWN EXPENSE. THE CUSTOMER MUST PROVIDE PROOF OF THIS AT KRAHN'S FIRST REQUEST.

13.3. KRAHN IS ENTITLED TO TAKE BACK, IMMEDIATELY AND WITHOUT FURTHER FORMALITY, THE PRODUCTS DELIVERED IN THE EVENT QU A DUE DATE OR A CONTRACTUAL OBLIGATION QUELCONQUE HAS NOT BEEN COMPLIED WITH, WITHOUT PREJUDICE TO ANY DAMAGES FOR NON-PERFORMANCE AND OTHER SUMS DUE UNDER THE CONTRACTUAL RELATIONS.

13.4. ANY COSTS INCURRED BY KRAHN IN CONNECTION WITH THE RETURN OF PRODUCTS SOLD UNDER RETENTION OF TITLE SHALL BE BORNE BY THE CUSTOMER IN THE EVENT OF PRODUCT DETERIORATION. KRAHN SHALL BE ENTITLED TO DEMAND PAYMENT OF COMPENSATION TO COVER THE COST OF REPAIRING DAMAGED PRODUCTS.

13.5. THE CUSTOMER IS AUTHORIZED TO RESELL THE BOOKED PRODUCTS IN THE NORMAL COURSE OF BUSINESS. IN THE EVENT OF SUBSEQUENT TRANSFER BY THE CUSTOMER OF THE PRODUCTS SOLD UNDER RETENTION OF TITLE PRIOR TO FULL PAYMENT OF THE PURCHASE PRICE, THE CUSTOMER UNDERTAKES TO INFORM THE SUB-ACQUEREURS IN WRITING QTHAT THE SAID PRODUCTS ARE ENCUMBERED BY THE PRESENT RETENTION OF TITLE CLAUSE, AND ALSO QTO NOTIFY KRAHN OF THE TRANSFER MADE IN ORDER QTHAT KRAHN MAY EXERCISE ITS RIGHTS, AND IN PARTICULAR CLAIM THE RESALE PRICE FROM THE SUB-ACQUEREUR. THE CUSTOMER'S CLAIMS SHALL THEN BE ASSIGNED TO KRAHN IN FULL BY OPERATION OF LAW. IN THIS REGARD, THE CUSTOMER UNDERTAKES TO PROVIDE KRAHN, UPON FIRST REQUEST, WITH THE NAMES AND ADDRESSES OF THE SUB-ACQUERS, AS WELL AS QUE THE AMOUNT STILL OWED BY THE LATTER, AND TO DEPOSIT THE SALES PRICE RECEIVED IN SEPARATE ACCOUNTS.

13.6. THE CUSTOMER IS AUTHORIZED, IN THE NORMAL COURSE OF BUSINESS, TO TRANSFORM OR INCORPORATE DELIVERED PRODUCTS INTO OTHER MOVABLE PROPERTY. IN THIS CASE, THE RETENTION-OF-TITLE CLAUSE SHALL REMAIN IN FORCE, AND THE CUSTOMER UNDERTAKES TO PAY KRAHN THE OUTSTANDING PART OF THE PRICE IMMEDIATELY. IN ORDER TO SECURE KRAHN'S RIGHTS, THE CUSTOMER HEREBY ASSIGNS OWNERSHIP OF THE OBJECT RESULTING FROM THE CONVERSION.

13.7. UNDER NO CIRCUMSTANCES MAY THE CUSTOMER PLEDGE OR HYPOTHECATE THE PRODUCTS SOLD UNDER RETENTION OF TITLE OR USE SAID PRODUCTS AS SECURITY FOR ITS OBLIGATIONS TO THIRD PARTIES. THE CUSTOMER MUST INFORM KRAHN WITHOUT DELAY OF ANY SEIZURE OR OTHER EVENT AFFECTING KRAHN'S RIGHTS TO THE PRODUCTS SOLD UNDER RETENTION OF TITLE.

13.8. ALL COSTS INCURRED BY KRAHN IN CONNECTION WITH THE RETURN OF PRODUCTS SOLD UNDER RETENTION OF TITLE SHALL BE BORNE BY THE CUSTOMER. IN THE EVENT OF DAMAGE TO THE PRODUCTS, KRAHN SHALL BE ENTITLED TO DEMAND PAYMENT OF COMPENSATION TO COVER THE COSTS OF REPAIRING THE DAMAGED PRODUCTS.

13.G. THE ABOVE PROVISIONS DO NOT PRECLUDE THE TRANSFER TO THE CUSTOMER, UPON DELIVERY OF THE GOODS, OF THE RISKS OF LOSS OR DETERIORATION OF THE PRODUCTS SUBJECT TO RETENTION OF TITLE, AS WELL AS ANY DAMAGE QU THEY MAY CAUSE. THE CUSTOMER MUST TAKE OUT INSURANCE TO COVER THE RISKS ARISING FROM THE DELIVERY OF THE PRODUCTS.

Article 14. Intellectual Property Rights

14.1. Intellectual Property Rights of which a Party is the holder, owner, author or licensee prior to the Order or acquired in parallel with the performance of the obligations resulting from the Order and which it is entitled to dispose of, shall remain vested in that Party (subject to third party rights).

14.2. The Customer shall not to infringe, directly or indirectly through third parties, the Intellectual Property Rights belonging to KRAHN.

The Customer shall, in particular, refrain from using, reproducing, distributing or marketing any Intellectual Property Right belonging to KRAHN without prior written authorization from KRAHN.

15. Confidentiality / Protection of personal data

15.1. Unless expressly agreed otherwise in writing between KRAHN and the Customer, information communicated during the order process is not considered confidential.

15.2. KRAHN acts as data controller within the meaning of the applicable legal and regulatory provisions on the protection of personal data and can be contacted at the following email address: dataprotection@krahne.eu . KRAHN processes certain categories of personal data concerning the Customer's employees: identity and contact data (e.g. company name, appropriate contact person, business e-mail address), communication data, contract data, complaint data, appropriate information on payments and defects, which the Customer expressly accepts. These categories of personal data are collected directly from the persons concerned or indirectly through the Customer.

The processing of personal data carried out by KRAHN is based on legal grounds relating to the performance of the contractual relationship with the Customer based on the Confirmed Order and KRAHN's legitimate interests (such as the prevention of bad debt losses, transmission of information on goods and services to the Customer, commercial information by mail or electronically).

KRAHN ensures that the processing of personal data is carried out in a lawful, fair and transparent manner, for specific, explicit and legitimate purposes, in an adequate, relevant and necessary manner with regard to its purposes, kept for no longer than is necessary to achieve its purposes and is subject to appropriate security measures.

15.3. In this respect, KRAHN undertakes to :

- comply with applicable laws and regulations on the protection of personal data, and in particular the provisions resulting from Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data ("RGPD") ;
- process data solely for the purposes inherent in the management of Requests and Orders and more generally concerning the conclusion of Confirmed Orders or their execution in accordance with the legal and regulatory provisions arising from the RGPD, the management of fraud and unpaid invoices, the management of disputes, claims and litigation and the provision of commercial information or the carrying out of prospecting and commercial communication actions with the Customer (new product information...) ;
- transfer personal data outside the territory of the European Union only with the prior written authorization of the persons concerned, and in all cases subject to the implementation of any adequate protection measures resulting from the RGPD and in a secure framework in accordance with the requirements of the applicable legislation;
- process data in accordance with the Customer's instructions;
- guarantee the confidentiality of personal data processed;

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- ensure that personal data is processed by authorized and empowered persons who :
 - undertake to respect confidentiality or are subject to an appropriate obligation of confidentiality, whether legal or contractual ;
 - receive the necessary training in the protection of personal data;
- take into account the principles of data protection by design and data protection by default for its tools, merchandise, applications and services;
- implement appropriate security measures to ensure the protection of personal data transmitted to it.

15.4. KRAHN reserves the right to pass on processed personal data to third-party recipients (insurance companies, credit agencies, e.g. to prevent bad debt losses). Credit agencies also process the data transmitted to them in order to make it available to their contractual partners for assessing the risk of non-payment of receivables. In this context, however, the data will only be made available if and when the contractual partners maintaining a relationship with the credit agency have a legitimate interest in the transmission of the data. For debtor tracing purposes, the credit agency may pass on contact data such as address. The customer can obtain information about the data stored about him/her from the credit agency. In the event of debt collection, data may be passed on to the following categories of recipients if this is necessary to collect the debt: assignees, credit agencies, collection agencies, third-party debtors, residents' registration offices, courts, bailiffs, law, which the customer expressly accepts.

15.5. KRAHN undertakes to delete any personal data at the first request of the Customer or the person concerned, as well as on expiry of the retention period communicated by the Customer. In any event, no later than 3 years after the end of its commercial relationship with the Customer and subject to the legal provisions in force, KRAHN undertakes to return to the Customer or to destroy the personal data collected within the framework of the present contract.

15.6. Individuals whose data is collected under the present terms have a right of access, rectification, deletion, opposition, limitation, withdrawal, portability, deletion, as well as the right to give instructions concerning the conservation, deletion and communication of their data after their death of the personal data collected by KRAHN.

15.7. Any request for information, rectification, deletion, access, portability, deletion, limitation of processing and objection concerning data supplied to KRAHN by the customer or the person concerned in the context of the present contract should be sent to the following address: .dataprotection@krahne.eu

15.8. In addition, the person concerned has the right to lodge a complaint against the processing of his or her personal data with the Commission Nationale l'Informatique et des Libertés (CNIL) at the following address: 3 Place de Fontenoy TSA 80715 75334 PARIS CEDEX 07 France - (+33) 01 53 73 22 22 - <https://www.cnil.fr/fr/adresser-une-plainte>

Article 16. Order of prevalence

16.1. Unless expressly provided otherwise in a written document between the Parties, applicable documents are listed below in descending order of precedence:

1. The Confirmed Order
2. General Terms and Conditions

In other words, in the event of any inconsistency or contradiction between the above-mentioned documents, the Confirmed Order (provided that it complies with the provisions of these General Terms and Conditions) shall prevail over the General Terms and Conditions.

16.2. In all cases, and unless otherwise expressly agreed in writing between the Parties, the General Terms and Conditions shall prevail over any other document, clause or provision issued unilaterally by one of the Parties or provided by one of the Parties to the other Party.

Article 17. Applicable law

17.1. The General Terms and Conditions, their conclusion, execution and interpretation, as well as their consequences, are exclusively subject to **French law**, to the exclusion of any other law, in particular the Vienna Convention on the International Sale of Goods (CISG), without regard to the principles of conflict of laws.

Article 18. Attribution of jurisdiction

18.1. Any dispute or controversy arising out of the performance of these General Terms and Conditions, which cannot be settled amicably by the procedure described above, shall be submitted to the competent courts of MELUN, notwithstanding multiple defendants or third parties, even for summary proceedings or proceedings on petition.