

## GENERAL TERMS AND CONDITIONS OF SALE

### 1. FRAMEWORK FOR CONTRACT AGREEMENTS

- 1.1. TMA's offers are valid one month only, except specific mention.
- 1.2. Offers made on available goods are understood to be non-binding and lapse if said goods are sold prior to an agreement ("contract," "agreement," "contract agreement").
- 1.3. Price estimates and formal quotes do not bind TMA to carry out work.
- 1.4. Work not expressly mentioned in a formal estimate is considered supplemental and shall be billed accordingly.
- 1.5. Orders taken by TMA's agents are not binding without TMA's confirmation.
- 1.6. Although an order receipt may be issued by TMA, no agreement is formed prior to express acceptance of these General Terms and Conditions of Sale by the purchaser within eight days. If no response is received in writing from the purchaser before the above-mentioned deadline, these Terms and Conditions shall be deemed accepted in their entirety by the purchaser, irrespective of any clauses in the purchaser's own documentation.
- 1.7. Any purchaser already engaged in business with TMA is deemed to have knowledge of TMA's General Terms and Conditions of Sale. By sending a purchase order, said purchaser effectively accepts these Terms and Conditions in their entirety.

### 2. GEOMETRICAL AND DIMENSIONAL TOLERANCES

Apart from the tolerances mentioned on plans or in the specifications and that were approved at contract review, it is the tolerance standard that applies: INS-033 instruction sheet received on opening an account or on downloading. We will accept no liability for variance and deviation in geometry or dimensions when computer data supplied by customers are used.

### 3. TRANSFER OF RISK AND TITLE

- 3.1. The transfer of title in goods sold is withheld until full payment is received. Payment by check or other negotiable instruments is considered received only upon effective collection of the funds thereby committed.
- 3.2. Any due date extensions granted to the purchaser shall necessarily be governed by the same title clause to which the purchaser originally agreed.
- 3.3. Risk in goods sold, even when such a sale is subject to reservation of title, shall be transferred to the purchaser as soon as said goods leave TMA's workshop.

### 4. PRICES

- 4.1. TMA's prices are based on the measures and specifications communicated to TMA for quoting purposes.
- 4.2. Prices reflect current market conditions at the time of order acceptance.
- 4.3. Barring a written agreement to the contrary, prices may be subject to change based on associated costs (wages, payroll expenses, raw materials, taxes, etc.), until the day goods are made available for dispatch. Such price variations shall under no circumstances constitute cause for termination of an order.
- 4.4. TMA's payment periods are governed by the Act for the Modernization of the French Economy (*Loi de Modernisation de l'Economie du 04/08/2008*). Payment amount and due date are indicated on the front of this invoice. In the event that a payment should run late, the sums owing shall automatically and without notice bear interest at three times the standard rate. The standard rate is defined as the rate applied by the European Central Bank in its most recent refinancing operation plus 10 percentage points.

### 5. DELIVERY

- 5.1. Delivery lead times are given for information purposes only. Late delivery shall not constitute cause for goods to be refused or compensation claimed. Offers with unspecified lead times do not bind TMA to carry out work immediately.
- 5.2. In any event, cases of force majeure or the like such as may occur while a contract agreement is in effect shall result in TMA being released of all liability for the non-fulfillment of lead times, and in said contract being suspended for as long as the effects of such force majeure situations may prevent it from being performed. Cases of force majeure and the like may include, in addition to those situations commonly admitted by law: political, economic, or social unrest affecting the country of origin or destination; power supply or transportation disrupted or inadequate for any reason whatsoever; any lockout or other work stoppage, even local or partial, regardless of any responsibility that may or may not lie with TMA or its suppliers; operating incidents; machine or equipment breakdown; fire; explosion; transportation accidents; any other incident beyond TMA's control or ability to intervene and which may disrupt supply, manufacturing, or shipping.
- 5.3. Quantities in excess of 20 units may be delivered with a surplus of up to 5%, which the purchaser must accept and pay for.
- 5.4. Shipments are released directly from TMA's workshops and travel at the addressee's risk and expense, even when free of shipping charges. It is the receiving party's responsibility to duly record any necessary reservations upon receipt of goods. Disputes must be declared within 48 hours by sending a letter to the transport company by recorded delivery. A standard letter can be obtained from the Commercial Department.
- 5.5. The EURO pallets not restored to our delivery will be charged to the unit price of 9,00 €.

### 6. WARRANTY TERMS

- 6.1. All claims, regardless of nature, must be submitted within 8 days of goods being received. Any defects that go undetected upon receipt and subsequently become manifest should be reported to TMA within 8 days of their discovery. Beyond this deadline, no claims shall be admitted.
- 6.2. Under no circumstances may TMA be held to do more than render compliant those products recognized as defective, or, should that prove unfeasible, replace them at the lowest available shipping rate. No repairs or replacements undertaken by the purchaser may give rise to the downward revision of a TMA invoice without TMA's express written consent.
- 6.3. Warranty does not cover defects caused by the purchaser storing, assembling, or using products in unusual or inappropriate ways; nor does it cover alterations to original product characteristics and/or requested specifications as a result of transformations undertaken by the purchaser.
- 6.4. No return of goods shall be accepted without prior authorization.
- 6.5. A product accepted for return is not necessarily recognized as defective.
- 6.6. Delivery-related complaints do not constitute cause to withhold or postpone payment on past or future compliant deliveries.

### 7. BREACH OF CONTRACT BY THE PURCHASER

- 7.1. If an invoice is not paid on time, TMA will be entitled, on the day following the payment date specified on the invoice, to collect penalty interest at the standard applicable rate (*loi 75-619*) multiplied by a coefficient of 1.5, plus a flat 15% of the sum receivable as compensation for the cost of recovery proceedings. The minimum compensation shall be €250 excluding tax. In such a case, all outstanding invoices shall also be due immediately, regardless of any drafts already in circulation; the sums owing shall automatically and without notice bear interest at the rate on advances stipulated by the *Banque de France* plus two points, without prejudice to the recoverability of debt.
- 7.2. The contract agreement may also be automatically terminated, effective eight days after the purchaser is formally notified of TMA's intention to exercise these clauses. Payment or contract performance after that time, or offers of such, shall be without prejudice to TMA's right to invoke said termination.
- 7.3. If TMA chooses not to exercise the above termination clauses, TMA shall nonetheless retain the capacity to suspend or terminate ongoing business or orders, and to recover immediate payment prior to the dispatch of any subsequent shipments, regardless of prior agreements.

### 8. CHANGES TO PURCHASER SITUATION

- 8.1. Should the purchaser's credit deteriorate, TMA reserves the right, even after partial dispatch of an order, to require the purchaser to provide such guarantees as TMA may judge sufficient to ensure the proper performance of its contract. Refusal to do so gives TMA the right to cancel all or part of an agreement.
- 8.2. Any deterioration in the purchaser's credit may justify a demand for guarantees or immediate payment prior to the fulfillment of orders received.

### 9. JURISDICTION AND COMPETENCE

All legal disputes shall be addressed by those courts, and only those courts, in whose jurisdiction the registered office is located, even in the event of multiple defendants or a claim for contribution from a third party.

### 10. PROTECTION OF PERSONAL DATA (GDPR)

We have concluded a contract/agreed on General Terms of Business with you, and this involves the processing of personal data belonging to you. The information collected about you is processed using information technology with a view to storing your data in order to optimise our business relations.

New demands have been imposed by the European General Data Protection Regulation (GDPR). The Regulation requires people to be notified when their personal information has been gathered. We therefore inform you that the purposes of the processing carried out on your data are: performance of the contract; meeting your order for products or services; sending you commercial offers; inviting you to commercial events, etc.

The party responsible for this processing (the "Data Controller") is the Commercial Department.

Your data will be used within our company; it will be stored for ten years.

You are entitled to access, rectify, transfer or erase this data, or set limits on the processing carried out. You may refuse the processing of data about you, and you have the right to withdraw your consent at any time, by contacting your commercial contact.