

GENERAL CONDITIONS OF SALE - TRELLEBORG SEALING SOLUTIONS FRANCE

as of October 2021

1. **General**
 - **"Company"** means Trelleborg Sealing Solutions France S.A.S.
 - **"Buyer"** means any person, firm or company which orders or buys goods from the Company; and
 - **"Goods"** means the goods, which are the subject of the Buyer's order as confirmed by the Company in its acceptance of the Buyer's order or otherwise.
- 1.2 These General Conditions of Sale ("Conditions") govern all sales of goods by the Company to the exclusion of any other terms and conditions. No variation of these Conditions will be binding unless made in writing by the Company. No binding contract shall arise until the Company has notified its acceptance of the Buyer's order. The Buyer may not cancel orders, which have been accepted by the Company.
- 1.3 These Conditions supersede all previous oral or written representations, undertakings and agreements relating to the Goods. All information contained in the Company's sales literature or correspondence is intended as a general guide only and does not form part of the sale contract. The Company's employees and agents are not authorised to make representations or give undertakings relating to the Goods. The Goods are not sold by sample unless agreed otherwise in writing. The Company may vary the design of standard Goods without notice.
- 1.4 No delay or failure by the Company in enforcing its rights under these Conditions shall operate as a waiver of any default or subsequent breach unless confirmed in writing by the Company.
2. **Quotes, Contract Formation**
 - 2.1 The Buyer's order for the Goods constitutes an offer by the Buyer to purchase the Goods in accordance with these Conditions. Unless otherwise agreed by the parties, a contract is formed upon receipt of Company's order confirmation in writing or via email, however no later than when Company makes delivery. No verbal collateral contracts exist at the time the contract is formed.
 - 2.2 Quotes provided by Supplier define the conditions of supply of the Goods and are valid for the period stated in the quotes. However, quotes shall not constitute a commitment for the Supplier to deliver the Goods. Where no order confirmation exists but Company has submitted a binding quote with a time limit and the Buyer has accepted the quote within that time limit, said quote shall determine the scope of delivery.
3. **Delivery**
 - 3.1 Unless agreed otherwise orders are shipped DAP Buyer's premises ("delivered at place", Incoterms 2020) however, the Buyer bears all cost Company incurred thereby.
 - 3.2 All delivery dates or periods are estimates only. Time of delivery is not of the essence and the Company shall not be liable for any delay in delivery. The Company may deliver the Goods in instalments and invoice for each instalment separately. Each delivery shall constitute a separate contract and any claim relating to specific instalments shall not entitle the Buyer to any right or remedy in respect of other instalments.
4. **Price and Payment**
 - 4.1 Unless the Company states otherwise in writing, the price of the Goods shall be the Company's list price for the Goods current at the date of acceptance of the Buyer's order.
 - 4.2 The Company may vary the price quoted if the Buyer orders a different quantity of Goods from that stated in the quotation.
 - 4.3 The price of the Goods includes standard packaging, but excludes the cost of delivery, loading, unloading, transit insurance, special inspection requirements, production of special tools, duties and value added tax, unless the Company states otherwise in writing.
 - 4.4 **The Company may impose such terms relating to payment, credit, security or guarantees as it thinks fit. Unless the Company states otherwise in writing, the Buyer shall pay the Company's invoices in full without any deduction, abatement or legal or equitable set-off in euro (cash or cleared funds) within thirty days after the end of the month in which the invoice is issued. Time of payment is of the essence.**
 - 4.5 Where the Buyer is in default of payment, Company shall be entitled, while retaining any further rights in this regard, to charge (i) late payment interest pursuant to article L.441-6 of of the French Commercial Code in the amount of fifteen times the legal interest rate and (ii) a lump sum in the amount of EUR 40.
 - 4.6 Without prejudice to any other remedy, if the Buyer fails to pay any invoice in full on the due date, the Company may charge interest on the unpaid amount and fixed compensation for recovery costs in accordance with French law. The Buyer shall indemnify the Company fully against all fees, costs and expenses incurred in seeking to recover sums payable by the Buyer and repossessing Goods belonging to the Company.
5. **Risk and title**
 - 5.1 Risk in the Goods shall pass to the Buyer in accordance with the agreed Incoterm (2020).
 - 5.2 Property in the Goods shall pass to the Buyer when the Company receives payment of the full price of the Goods and all other sums due owing to it from the Buyer on any account. This shall not prevent the Company from suing for the price of the Goods.
 - 5.3 Until property in the Goods passes to the Buyer:
 - (a) it shall hold the Goods as the Company's bailee, keep them secure, insured, separate from any other goods and identifiable as the Company's property;
 - (b) it may use or resell the Goods in the ordinary course of its business, but shall not otherwise deal with them, charge or pledge them or allow any lien or other interest to arise over them; and
- (c) if the Buyer fails to pay any sum due to the Company on the due date or its subject to any of the events referred to in Condition 13 (b) or the sales contract is terminated for any reason, then the Company may immediately repossess the Goods and the Buyer shall immediately cease using or dealing with them and shall make them available for collection at the Company's request.
- 5.4 The Buyer irrevocably authorises the Company and its representatives to enter any premises or vehicles were Goods belonging to the Company may be held in order to inspect and repossess such Goods in accordance with these Conditions.
6. **Acceptance**

The Buyer shall inspect the Goods upon delivery and shall be deemed to have accepted them unless it informs the Company and the Company's carrier in writing of any loss, shortage, excess or visible damage or nonconformity within seven days after delivery. The Buyer shall notify any total failure to deliver within seven days after the date of the Company's invoice. The Buyer may not reject short or excess deliveries which are within a margin of 10% of the quantity ordered. In such cases, the Company will adjust the price proportionately.
7. **Warranty**
 - 7.1 The Company warrants that the Goods will be reasonably free from defects in workmanship and materials and will conform to the Company's specification for a period of twelve months after delivery. The Buyer's sole remedy for any proven breach of this warranty shall be (at the Company's option) the repair or replacement of the Goods or a refund of the price paid for the Goods, in each case subject to the Buyer returning the Goods carriage paid to the Company within the twelve-month warranty period. This warranty does not apply to damage or defects resulting from wear and tear, overloading, misuse, Buyer's design alterations or faulty installation of the Goods and the Buyer should request the Company's advice relating to any non-standard use of the Goods.
 - 7.2 The Company does not warrant that the Goods are suitable for the Buyer's particular requirements and all other representations, warranties, terms and conditions, whether express or implied, are excluded to the fullest extent permitted by law.
 - 7.3 Where the Goods are to be delivered by instalments any defect in any instalment shall not entitle the Buyer to cancel the remainder of the instalments.
 - 7.4 The Buyer shall store and use the Goods in accordance with any instructions from the Company, which will not be liable for any damage, loss, claim or expense arising from any failure to comply with such instructions.
8. **Limitation of Liability**
 - 8.1 The aggregate liability of the Company, its employees and agents to the Buyer in respect of direct costs incurred by the Buyer as a result of the Company supplying defective Goods or any other breach of these Conditions, shall be limited to EUR 100,000 in respect of any single event or series of connected events.
 - 8.2 In no circumstances will the Company, its employees or agents be liable for: any business interruption, loss of use, revenue, contracts, profits, goodwill, loss of anticipated savings, loss arising from third party claims which arise out of or in connection with the performance or contemplated performance by the Company of these Conditions, or any damages, costs, expenses or other claims for consequential compensation.
 - 8.3 The Company will in no circumstances be liable for any claim relating to the Goods or the contract of sale which is notified to the Company more than twelve months after the date of the Company's invoice.
9. **Intellectual Property**
 - 9.1 Company reserves all rights (including copy rights, the right to apply for industrial property rights and patents, utility models, mask work rights, design patents and trademarks and the property rights in items made available that contain documents (papers, CD/DVD/USB-Sticks, etc.) to any of its documents including but not limited to specifications, drawings, notes, memos, instructions, technical information and technical data, both in paper form and in electronic form. Such documents must not be provided to third parties without Company's explicit prior written consent.
 - 9.2 Buyer warrants that Goods supplied by Company will not infringe third party intellectual property rights as far as Company manufactured these Goods according to drawings, models, patterns or other documentations provided by Buyer. Buyer shall fully indemnify Company for all costs, expenses, liabilities, losses, damages, claims, proceedings, (including without limitation legal fees) that may result from Buyer's breach of its obligations arising out of this Section 9.
10. **Tooling**
 - 10.1 Unless otherwise agreed all tools, molds, dies, models, and testing equipment remain the property of Company. After the completion of the particular order, such items will remain in the possession of Company and will be held in storage for future orders for a reasonable period of time to be determined by Company without any obligation on the part of Company. Company retains industrial property rights and copyrights that may exist in such tools or in their underlying materials, e.g., drawings. Where such rights exist, the production of replicas of the items specified above is prohibited.
 - 10.2 Tooling costs invoiced by Company are only proportionate tooling costs. This pro-rata costs include regular and preventive maintenance, monitoring of production quantities, execution of potential necessary repairs, renewal in case of abrasion, storage of the tool, its insurance and ensuring that these tools except for reasonable maintenance and repair times are ready for operation.

- 10.3 Cost for consequential tools which replace the currently used tool after the agreed output quantity has been reached will be paid by Buyer.
11. **Confidentiality**
- 11.1 Buyer shall maintain strict confidentiality with respect to confidential information the Buyer gains knowledge of, i.e., all data and information that the Buyer learns of in connection with the contractual relationship with Company whether in electronic or verbal form ("Confidential Information"). Buyer shall use Confidential Information only for the purposes of the contract entered into with Company and shall not disclose such to third parties or make such available to third parties in any other manner without Company's explicit prior written consent. Furthermore, Buyer shall safeguard Confidential Information against access by third parties. In doing so, Buyer must exercise the same degree of care applied when handling its own Confidential Information; at minimum Buyer must exercise reasonable care. Buyer shall impose on its employees the same obligations to maintain confidentiality with respect to Confidential Information. Buyer shall immediately notify Company in writing should Buyer learn of a breach of the confidentiality clause that is impending or has already transpired or where Buyer has become suspicious of such.
- 11.2 Buyer must refrain from any reverse engineering except as allowed by applicable law, i.e., backward analysis by observing, inspecting, dismantling or testing the Goods for the purpose of acquiring the trade and business secrets embodied in such items.
- 11.3 The obligation to maintain confidentiality with respect to Confidential Information is not applicable where Buyer proves that
- the Confidential Information was already known to Buyer before such was communicated by Company;
 - Buyer received the Confidential Information lawfully from third parties without an obligation to maintain confidentiality being imposed;
 - the Confidential Information is public knowledge or has become public knowledge without any breach of the obligation to maintain confidentiality set out herein;
 - this Confidential Information had been or is being developed by Buyer independently from the communication of such by Company.
- 11.4 Under no circumstances Company grants any property rights, license rights, reproduction rights, rights of use or other rights to Company's Confidential Information granted hereby, irrespective of whether or not intellectual property rights in such exist.
- 11.5 At Company's request, Buyer must immediately return to Company or in case of electronic transfer delete all Confidential Information received, with the sole exception (i) of copies that are required to be retained in order to satisfy regulations mandated by law or (ii) for routinely made back-up copies of electronically exchanged data section 11 shall apply to these copies without restriction.
12. **Force Majeure**
- The Company will not be liable for any failure or delay in performing its obligations caused by any event which is beyond its reasonable control, including without limitation any act of God, fire, flood, plant breakdown, malicious damage, theft, non-availability of power, water, supplies or materials, industrial action, act of government or other public authority, civil disturbance, epidemic or pandemic, terrorism or war.
13. **Termination**
- Without prejudice to any other remedy, the Company may immediately withhold deliveries, repossess Goods which remain its property and/or terminate the sale contract (and any other contract with the Buyer) if the Buyer;
- breaches any of these Conditions or fails to pay any sum due to the Company on any account on the due date; or
 - ceases trading or is unable to pay its debts, or has a receiver, administrative receiver or liquidator appointed over all or any of its business or assets, or passes a resolution for winding-up, or is the subject of any application, petition or order for administration, winding up, dissolution or bankruptcy, or enters into any composition or voluntary arrangement with its creditors, or is subject to any similar event of insolvency in any other jurisdiction, or if the Company reasonably suspects that the Buyer is likely to be subject to any of such actions or events.
14. **Miscellaneous**
- 14.1 The Company may sub-contract all or any of its obligations under the sale contract.
- 14.2 Buyer agrees and undertakes that:
- it will not use the Goods for any purpose connected with chemical, biological or nuclear weapons, missiles capable of delivering such weapons, nuclear explosive activity or in any way that would cause Company to be in breach of financial or trade sanctions imposed against Iran or any other destination;
 - it will not export, re-export, re-sell, supply or transfer the Goods to any destination or party subject to UN, EU, or US trade embargos, or to any destination or party if it is known or suspected that the Goods are likely to be used for the purposes set out in lit. (a.) above;
 - it will comply with all applicable export and sanctions laws;
 - it will include the same terms in its dealings with its customers; and it agrees to fully indemnify Company for all costs, expenses, liabilities, losses, damages, claims, proceedings, (including without limitation legal fees) incurred or awarded against Company arising out of or in connection with any breach of this section whether such breach occurs directly or indirectly, with or without the knowledge of Company.
- 14.3 At the Buyer's request, the Company will supply the Buyer's order in instalments over a period of up to twelve months, according to an agreed written delivery timetable. If any Goods ordered by the Buyer remain undelivered at the end of that period, the Company may deliver them without further notice and invoice for their price.
- 14.4 These Conditions of sale are governed by French law. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall not apply.
- 14.5 The court of Paris shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Conditions or its subject matter or formation.