

GENERAL CONDITIONS OF SALE AND SERVICES

Effective from 01/04/22

1. Definitions and application of the General Conditions

The terms used herein, both in the plural and in the singular, shall have the following meanings:

- Beneficiary** > means any natural or legal person for whom a Service is provided, namely the end Customer.
- Customer** > means any legal entity acting within the scope of its professional activities, which wishes to place an order for Products and/or entrust the performance of Services to AUBRILAM, which may in certain situations also have the status of Beneficiary.
- AUBRILAM** > designates the French company AUBRILAM, Société par actions simplifiée, with a capital of 250,000 euros.
Head office: 83 Rue Fontgèviè - 63000 Clermont-Ferrand
RCS number: 343 340 543 RCS Clermont-Ferrand
VAT number: FR78 343 340 543
- General Conditions or GTC** > means these general terms and conditions of sale and services.
- Special Conditions** > means any document issued by AUBRILAM specifying the details of the Products and/or Services, such as purchase orders, order acknowledgements, specifications signed by AUBRILAM, quotations, pricing proposals or documents entitled special conditions.
- Agreement** > means both the General Conditions and the Special Conditions.
- Confidential information** > means any information, regardless of the medium (written, oral, digital) communicated in the context of the Services or of which the Customer may have become aware during the same period, relating to AUBRILAM's business, in particular its know-how, its products, sketches, plans, projects, the names of its suppliers, partners, service providers and subcontractors, customer files, business plans, studies, media, reports, projects, technical, commercial, financial, administrative, legal information, models, ideas, as well as all business secrets as defined in Article L.151-1 of the French Commercial Code.
- Deliverables** > means the reports, studies, presentations, documents, visuals, photos, models, prototypes, or other deliverables defined in the Special Conditions, developed, and produced by AUBRILAM as part of a Service. The type and nature of the Deliverable are determined in the Special Conditions and/or defined by mutual agreement between the Parties.
- Party** > means the Customer and/or AUBRILAM.
- Benefits** > means the provision of services, including the maintenance of the Products sold, as defined in the Special Conditions.
- Products** > refers to all tangible goods that may be sold to the Customer by AUBRILAM.

All orders for Products or Services placed by the Customer are governed by these General Conditions. Any order from the Customer implies acceptance by the latter, without exception or reservation, of the entirety of these General Conditions. These General Terms and Conditions shall apply to the exclusion of any general terms and conditions of purchase of the Customer and/or any document issued by the Customer. AUBRILAM not availing, at any given time, of any one of these General Conditions cannot be construed as a waiver of the subsequent enforcement of any one of the said General Conditions.

AUBRILAM reserves the right to modify and update, without prior notice, the present General Conditions. Orders are subject to the General Terms and Conditions in force at the time they are placed, unless otherwise stipulated by mandatory provisions or public order. The General Conditions are available on request from AUBRILAM.

2. Ordering

All orders (except for catalogue products) are in principle preceded by a quotation drawn up by AUBRILAM. The Customer undertakes to provide all the information necessary to draw up this quotation, in particular, but not exclusively, the exact nature of the Product or Service ordered, the name of the company, its postal address and its billing address, the duration and the desired timetable for the performance of the Services, the name and contact details of the Beneficiary and any other information useful for the performance of the Agreement. AUBRILAM reserves the right to request any other information necessary to perform the Services.

The more precise the Customer is, the more complete the quotation will be. Incomplete or erroneous information may lead to a change in the schedule and/or cost of the Service.

Based on the information communicated or any additional information requested by AUBRILAM, AUBRILAM shall draw up one or more quotations for the Customer with a validity period of sixty (60) calendar days, including the description and quantity of the Products and the Service, the delivery/fulfilment deadlines and the cost and, if applicable, the technical characteristics and/or limits. If the Customer fails to accept the quotation within this period, the offer will be considered null and void. The order will only become firm and final after:

- the Customer sends the signed quotation together with the requested supporting

documents and the signed General Conditions;

- receipt of the deposit as mentioned in Article 5.

Orders for catalogue Products may be placed without a prior quotation. In this case, the orders only become final once they have been accepted by AUBRILAM, which reserves the right to reduce the volume of orders according to the Customer's usual volume of purchases of each reference of goods or according to its production capacities. Acceptance may result from the shipment of the Products. Partial shipment shall be deemed partial acceptance of the order.

Once orders have become firm and final, they cannot be cancelled or modified without the express, prior, and written agreement of AUBRILAM.

Any request for modification of an order by the Customer must be notified to AUBRILAM in writing and, in order to be enforceable, must be the subject of an express written agreement by AUBRILAM specifying the consequences in terms of price and deadlines. Changes to the order may result in a new price quotation. AUBRILAM reserves the right to refuse any modification of an order without such refusal giving rise to the payment of damages by AUBRILAM, nor to the withholding or cancellation of other orders in progress.

In particular, the following shall be considered as a change of order giving rise to a new price quotation:

- any request for a change in the order execution schedule that is not attributable to AUBRILAM;
- any new specification submitted by the Customer at the time of acceptance of the order which is found to be in contradiction or inadequacy with the specification submitted at the time of the Agreement.

Unless otherwise provided for in the Special Conditions, AUBRILAM shall be entitled to invoice the Customer for the costs of the work carried out, payment for services already carried out, as well as the personnel and material costs already incurred. In any event, the amount of the fees charged by AUBRILAM shall not be less than 30% of the total amount of the initial order.

3. Concerning the Products

3.1. Delivery of Products

Unless otherwise agreed between the Parties, the Products are sold ex works (Incoterm 2020 Paris). All costs, charges of any kind whatsoever, relating to the transport are at the expense and risk of the Customer. Non-consigned packaging is always due from Customer and shall not be taken back by AUBRILAM. In the event of no specific indications in this respect, the packaging is prepared by AUBRILAM which acts in the Customers' best interests.

Delivery times are indicated as precisely as possible but depend on AUBRILAM's sourcing and transport conditions. AUBRILAM undertakes to do its utmost to adhere to the delivery times.

Overruns of delivery times cannot involve AUBRILAM's liability and cannot give rise to penalties, damages, withholding or cancellations of pending orders. In particular, it is specified that delays due to force majeure cannot give rise to compensation. In addition, AUBRILAM may not be liable for delays caused by sub-contractors imposed to it by Customers or due to Customers.

All changes to orders shall give rise to consecutive changes in delivery times. AUBRILAM shall inform Customers of any delays as soon as possible.

In any event, deliveries within the delivery times shall not take place unless customers are up to date with their obligations with regard to AUBRILAM, regardless of the cause. Orders are likely to be delivered in several parcels and/or in several goes.

3.2. Acceptance - Claim - Return

Customers have 15 minutes from receipt from the delivery driver to inspect the products. In the event of acceptance of delivery despite signs of apparent discrepancies in the packaging, the products or the number of parcels, Customers undertake:

- to issue clear and accurate reservations on the delivery note in the event of loss of or damage to the products;
 - these reservations shall be ascertained and written before the forwarding agent;
 - the wording «subject to unpacking» or «subject to subsequent checks» shall not be accepted and have no legal value;
 - the nature of the products and the number of parts defective shall be clearly stated.
- The Customer then has a period of 48 hours to confirm the reservations to AUBRILAM by registered mail and by e-mail (art. L133-3 of the French Commercial Code). Otherwise, the Customer shall lose all recourse against AUBRILAM in the event of loss or damage resulting from transport. If this is not the case, he loses all recourse, and the complaints will not be taken into account.

The Customer must notify the forwarding agent within three (3) days of any loss or damage. In the event of total or partial refusal of delivery, the Customer undertakes:

- to issue clear and accurate reservations on the delivery note in the event of loss of or damage to the products;
- these reservations shall be ascertained and written before the delivery driver.

In order to be taken into consideration, any apparent defect or non-compliance must be reported by recorded mail with acknowledgement of receipt within 24 hours of delivery of products. This claim must contain the exact data of the nature and extent

of the defect or non-compliance.

Without prejudice to the provisions to be taken with regard to the forwarding agent, any claims relating to the quantity delivered, the execution, the quality or any other reason, shall be notified to AUBRILAM by recorded mail with acknowledgement of receipt within eight days of arrival of products. Beyond this period the products shall be considered as accepted on a final basis.

Customers shall be responsible for providing all justifications of the existence of the alleged defects or non-compliances. They shall provide AUBRILAM with all the adequate facilities to ascertain these defects and/or non-compliances and to overcome them.

All returns of products shall require AUBRILAM's prior approval. Any products returned without this approval shall not give rise to any credit notes.

3.3. Installation of Products

Unless otherwise stipulated, Product installation is not included in the price.

Product installation requires the work of skilled professionals. In the event of installation by AUBRILAM, the Customer shall subscribe to a specific installation Service and AUBRILAM limits its liability to an obligation of means. Any consequences resulting from the installation will remain the responsibility of the Customer.

The drilling of the columns marketed by AUBRILAM depends on the choice of lanterns to be fixed to them. The installation of furniture requires numerous fixing points which can damage floors if not installed on new floors.

AUBRILAM shall not be held liable, even if the installation is carried out by AUBRILAM, for any damage occurring during the fixing to the ground.

3.4. Right of title and transfer of risk

The risks relating to the Products shall be borne by the Customer as soon as the Product is made available to the forwarding agent, notwithstanding the right of title. The Products are sold to right of title: the transfer of title is subject to full payment of the price in principal and accessories, on the agreed due date, by the Customer, notwithstanding the transfer of risks on the date the Products are made available to the forwarding agent. Full payment of the price is understood to be the effective receipt by AUBRILAM of the sums due by the Customer.

In the event of total or partial non-payment of the price on the due date, for any reason whatsoever, AUBRILAM shall be entitled to demand the return of the Products of which it remains the owner and may, at its discretion, terminate the Agreement by simple recorded mail sent to the Customer. Customers shall keep the products sold subject to ownership so that they cannot be mixed up with products of the same kind from other Customers. Customers shall refrain from any transformation, incorporation or assembly of products before paying for them. In any event, the right of title may be exercised on goods of the same nature and quality held by the Customer or on its behalf.

The right of ownership shall be transferred to the Customer's claim against the sub-purchaser or to the insurance indemnity subrogated to the goods. Customers undertake to ensure the products to the benefit of the persons entitled thereto, against all risks they may incur from delivery. Returns of unpaid products shall be due from defaulting Customers at their expense and risk upon formal notice from AUBRILAM by registered mail with acknowledgement of receipt. If AUBRILAM had to claim back the Products, it shall be dispensed from returning the down payments received on the price once they can compensate for the damages due from Customers (for return or reconditioning expenses). In addition, if there is a claim, AUBRILAM may claim Products of the same nature and quality in the hands of the Customer or any person holding them on its behalf.

AUBRILAM may also claim the price or the part of the price of the Products that has not been paid, settled in value or compensated between AUBRILAM and the Customer on the date of the judgment opening a safeguard, receivership or liquidation procedure.

4. Concerning the Services

4.1. Deadlines for the performance of the Services

The deadlines for the performance of the Services are given as an indication, and depend on factors beyond AUBRILAM's control (e.g.: weather conditions). AUBRILAM undertakes to do its utmost to adhere to the delivery times. Exceeding deadlines shall not give rise to the payment of damages by AUBRILAM, nor to withholding or cancellation of orders in progress by the Customer. AUBRILAM will inform the Customer as soon as possible of any delay.

In any event, AUBRILAM shall not be liable for delays caused by force majeure, by the Customer (in particular in the event of late or erroneous provision of information), by the Beneficiary and/or by any third party (in particular those imposed by the Customer). Any change in the order will result in a consequent change in the deadlines. In any event, the Services may only be performed within the time limits if the Customer and the Beneficiary are up to date with their obligations, including for previous and/or concomitant Agreements, towards AUBRILAM (in particular payment, deposit, acceptance of models and/or plans and/or validation of the proof of concept), whatever the cause.

4.2. Performance of the Services

The Customer undertakes to communicate or to ensure that the Beneficiaries communicate to AUBRILAM all the information necessary for the performance of the Services, including the regulations applicable to its activity that may have an impact on the performance of the Services. AUBRILAM shall not be liable in any way in the event of non-compliance with the specifications and/or other instructions if these have not been communicated to it prior to the order.

In case of necessity of intervention in the Customer's or the Beneficiary's premises, the Customer undertakes to implement all the means to facilitate and authorise AUBRILAM to intervene, in particular to communicate all the plans and access codes to AUBRILAM, as well as all the useful and necessary information for the realisation of the Services in full safety.

The Customer is solely responsible for i) the information it transmits to AUBRILAM in the context of the performance of the Services and ii) the elements and/or Deliverables that it or the Beneficiary validates and/or accepts. The methods of transmission and validation of the final Deliverables are defined in the Special Conditions.

When the Customer subcontracts the services entrusted to it by a Beneficiary, the Customer undertakes to have AUBRILAM accepted as a subcontractor and to have its terms of payment accepted in compliance with the provisions of the Law of 31st December 1975. The Customer shall be responsible for the Beneficiary's compliance with all of the provisions set out herein. In addition, in the event of subcontracting that does not concern a public contract, on pain of nullity of the Agreement, the payments of all sums owed by the Customer to AUBRILAM, pursuant to the Agreement, shall be guaranteed by a personal and joint and several surety obtained by the Customer from a qualified institution, approved under conditions set by decree, unless the Customer delegates the Beneficiary to AUBRILAM, up to the amount of the Services performed by AUBRILAM.

In addition, AUBRILAM is free to subcontract at any time all or part of the performance of the Services to any service provider of its choice, which the Customer expressly acknowledges and accepts. The name of the Provider will be communicated to the Customer as soon as possible.

4.3. Receipt of Deliverables

The Customer must check on receipt that the Services conform to the order.

In the context of the performance of the Services, the Customer shall have a period of fifteen (15) calendar days from the delivery of the Deliverable(s) to express any reservations.

In the absence of such reservations within the above-mentioned period, the Services shall be presumed to have been accepted and received, and no claim may be made.

In any event, in the event of a lack of conformity reported under the conditions defined herein and expressly acknowledged by AUBRILAM, AUBRILAM's liability shall be limited to the modification of the defective Service. No reimbursement of the Customer shall be made and/or no indemnity, expenses, damages or other intervention on other elements on which AUBRILAM did not intervene shall be claimed.

The travel, accommodation and catering expenses of AUBRILAM's employees and/or its manager shall be borne exclusively by the Customer.

The use of the Deliverables shall constitute a waiver of any claim against AUBRILAM.

5. Financial terms and conditions

5.1. Pricing

Unless otherwise agreed between the Parties in the Special Conditions, a deposit equivalent to 30% of the total amount of the order will be required on signature of the order and the balance will be due:

- for Products: upon delivery of the Products;

- for the Services: as and when the Services are performed, according to the schedule set out in the Special Conditions.

Costs and expenses will be invoiced upon transmission of the invoice by the third party provider.

Prices are specified in the Special Conditions. Unless otherwise provided for in the quotations, the latter are in principle valid for a period of one (1) month from their date of issue. Prices are exclusive of tax and delivery costs and exclusive of installation.

5.2. Terms of payment

Invoices are payable at 30 days from date of invoice. AUBRILAM reserves the right to ask for early payment for any order or a down payment with the order. Payments are made net with no discount, by bank cheque or transfer to the AUBRILAM address indicated in Article 1.

Customer claims cannot, under any circumstance, result in payments being deferred or suspended.

Failure to pay within the deadlines shall automatically render Customers liable to pay, without any prior notice, penalties for delayed payment equal to 5% of the amount of the invoice excluding tax without this rate being less than three times the legal interest rate, up to the day of actual payment in full, without prejudice to any damages. Furthermore, Customers defaulting in payment are automatically debtors with regard

to AUBRILAM, of a fixed compensation for collection costs equal to forty euros. When the collection costs incurred are greater than the above-mentioned amount, AUBRILAM shall be entitled to request additional compensation, against vouching documents.

In the event of default of payment of all or part of the invoice, AUBRILAM shall also be entitled to:

- to suspend or terminate pending orders and deliveries;
- automatically demand immediate payment of all the outstanding sums due from Customers relating to other pending agreements;
- withhold the products until full payment of the price;
- demand early payment of subsequent orders.

Under no circumstance may payments which are due to AUBRILAM be suspended or be the subject of any reduction or compensation without AUBRILAM's written consent.

5.3. Tariff review

The prices of the Products may be revised during the course of the year by AUBRILAM provided that the Customer is informed one (1) month before the new prices come into effect. Furthermore, AUBRILAM reserves the right to revise its prices without prior notice according to the price variations applied by its suppliers and/or in case of compelling reasons. The following are compelling reasons for an automatic tariff increase (non-exhaustive list):

- changes in French and European regulations applicable to the Services and Products or to the activity of ROUX-JOURFIER;
- shortages (especially of raw materials) on the national and international market for any reason;
- increasing transport costs;
- rising energy costs;
- increasing raw material costs;
- and more generally, all cases of force majeure.

In such cases, the new applicable price will be communicated to the Customer and will apply to any order placed after the date of entry into force of the new prices. These price revisions shall not justify the non-payment of an invoice on its due date.

6. Force majeure

In the event that the performance of the Agreement is prevented due to force majeure, i.e. any unforeseeable event, circumstance or state of affairs that is irresistible and beyond the control of the Parties and in particular in the event of current or future war, attacks, intervention by the civil or military authorities, unfavourable weather conditions, riots, strikes, natural disasters, fire, water damage and industrial disputes, operating accidents, machine breakdowns, supply difficulties, blockages, interruptions or delays in transport, interruptions or delays in transport, fire, strikes, shortages of raw materials, unfavourable weather conditions, pandemics, health crises, any legislation or emergency measures, any measures involving confinement or requisitioning, the Agreement may be suspended for sixty (60) days.

If at the end of this period of sixty (60) days, the case of force majeure has not disappeared, the Agreement may be terminated with immediate effect by either Party by means of a recorded mail with acknowledgement of receipt sent to the other Party, without any compensation being due on either side.

7. Warranties - Limitation of liability

AUBRILAM only guarantees Customers that the Products are in compliance with the French legislation in force, to the exclusion of any other guarantee.

AUBRILAM is insured in compliance with its capacity as Product manufacturer.

AUBRILAM's liability is limited to the direct damage resulting from AUBRILAM's gross negligence.

AUBRILAM's liability is limited to the replacement of the goods recognised as defective, provided they have not undergone any alteration, to the exclusion of any other compensation or during the guarantee period of two years to the repair on site or on AUBRILAM's premises. In this case, the transport and labour costs are at AUBRILAM's expense subject to the defect in the goods being of its liability. AUBRILAM cannot be held responsible in case of force majeure or due to the Customer, the Beneficiary or any third party, in particular but not exclusively:

- when the Customer and/or the Beneficiary have not followed the instructions/recommendations of AUBRILAM and/or;
- when the Customer and/or the Beneficiary have imposed certain services on AUBRILAM despite AUBRILAM's recommendations and warnings;
- in the event of abstention or non communication or erroneous or late communication by the Customer and/or the Beneficiaries of information and/or data necessary for the proper execution of the Services;
- in the event of regulatory or legal provisions specific to the Customer's and/or Beneficiary's activity, not communicated by the latter.

In addition, AUBRILAM does not guarantee the harmful consequences resulting from improper storage or abnormal use of the Products, or contrary to their intended purpose. Product storage instructions and installation manuals can be downloaded from the "Documentation" tab on the AUBRILAM website www.aubrilam.com and are

affixed to the goods when delivered.

In no event shall AUBRILAM be liable to the Customer, its agents, employees, successors or assigns for any indirect or consequential damages of any nature whatsoever, including, without limitation, loss, costs, damages, loss of revenue or profit, suffered by the Customer or any third party in connection with its contractual obligations.

AUBRILAM shall not, under any circumstance, be liable with regard to Customer for the evolution and wear and tear of the natural materials used to manufacture the Products due to climatic conditions, the passage of time (possibility of erosion of the wood), or the natural wear and tear of the Products (stain, discoloration, cracks, etc.). In this respect, the Customer undertakes to maintain the Product in compliance with the operating instructions and/or maintenance conditions that can be viewed on the website and in the latest catalogue available on request.

AUBRILAM's full and cumulative liability within the scope of the performance of the Agreement may not, under any circumstance, exceed ten per cent (10%) of the total amount of the disputed order.

The photos of the Products in the catalogue have no contractual value. The weight of the Products is given for guidance purposes. The dimensions of the foundations are given for guidance purposes only; these foundations must be drawn up by Customers under their responsibility and accounting for variations required by local conditions. Prices and new delivery times shall be forwarded by AUBRILAM for additional supplies.

AUBRILAM's obligation shall not apply in the event of a defect originating either from materials supplied by Customers or a design imposed by the latter.

In order to avail of these provisions, Customers must:

- inform AUBRILAM, prior to the order, of the purpose and conditions of use of the Products;
- inform AUBRILAM, without delay and in writing, of the defects that they ascribe to the Product and supply all proof as to the existence thereof;
- provide AUBRILAM with adequate facilities to ascertain these defects and to overcome them;
- refrain moreover from performing the repair themselves or having a third party do so unless subject to express agreement from AUBRILAM.

8. Intellectual property

AUBRILAM holds the exclusive property rights over the trademarks, products, drawings, sketches, model drawings and in general, any documents of any kind issued or sent by AUBRILAM to Customers. It is expressly prohibited to perform any reproduction, imitation of these trademarks and/or any other identical or similar distinguishing guises, as trademarks, domain names or for any other use.

AUBRILAM reserves the right to act under infringement against any person not adhering to these provisions. Similarly, the products, drawings, sketches, and plans cannot be executed, reproduced or represented without the prior and written express authorisation of AUBRILAM or be covered by any claim of any intellectual property right of any kind whatsoever.

The sale of products shall not give rise to any transfer of intellectual property to the benefit of Customers. Intellectual property rights, filed or not, shall remain the full property of AUBRILAM. Any full or partial imitation or reproduction of products and product names, on any carrier whatsoever, is strictly prohibited. Reproduction or use of these elements may be liable for prosecution.

9. Personal data

The Customer is informed that, in the context of the performance of its contractual relations, AUBRILAM, as data controller, collects personal data within the meaning of Regulation (EU) 2016/679 of the European Parliament of 27 April 2016 and French Law n°78-17 of 6 January 1978 amended by Ordinance n°2018-1125 of 12 December 2018. This data is collected for the sole purpose of ensuring the management and monitoring of contracts and the proof of the obligations contained therein. The provision of this information is a condition for the conclusion and proper execution of the contract. Failure to provide this information may delay the conclusion and/or performance of the contract or may jeopardise it. No automated decisions are made on the basis of the data collected.

AUBRILAM may also use personal data for commercial prospecting purposes, in particular by sending newsletters by e-mail or post. You may, at any time, object to commercial prospecting free of charge by clicking on the link provided for this purpose in the email or by sending a letter or email to the addresses indicated below. This data will be kept for the duration of the contractual relationship plus the applicable legal requirements.

To find out how long each of your data is kept, you can consult our Privacy Policy, which is available on our website at the following address: [www.aubrilam.fr / Documents / Personal documents / Privacy Policy](http://www.aubrilam.fr/ Documents / Personal documents / Privacy Policy).

These data are transmitted exclusively to persons who need to know them, namely AUBRILAM's employees and any subcontractors, accountants, legal advisors and authorities, and potential auditors, purchasers/investors if applicable.

The data is stored on AUBRILAM's servers. The personal data collected may be transferred abroad via our subcontractors. In case of transfer of data outside the

European Union, rules ensuring the protection and security of data have been put in place by AUBRILAM, in accordance with its Privacy Policy.

The Customer is informed that, under the conditions provided for by law, he/she has the right to query, access, rectify and delete data, the right to portability, the right to limit processing and the right to oppose the processing of his/her data for legitimate reasons. The Customer also has the right to define directives concerning the fate of his data after his death. In the event of a dispute, the Customer may also lodge a complaint with the CNIL, whose contact details can be found at the following address: <https://www.cnil.fr>.

For any additional information and/or to exercise his rights, the Customer can contact the Personal Data Officer:

RGPD@aubrilam.fr
83 rue Fontgèive - 63057 Clermont-Ferrand cedex 1

The Customer undertakes to communicate this clause to its employees and to inform them of their rights with regard to their personal data.

10. Confidentiality

In order to execute orders, AUBRILAM may be required to disclose to the Customer and/or the Beneficiary certain Confidential Information, without this constituting an obligation for AUBRILAM.

The Customer undertakes both on its own behalf and on behalf of the Beneficiary not to communicate or disclose to third parties in any capacity whatsoever the Confidential Information coming from or concerning AUBRILAM, not to reproduce or use directly or indirectly such Confidential Information for any purpose other than the performance of this Agreement.

The Customer shall take all reasonable precautions to ensure that it and the Beneficiaries effectively protect the Confidential Information. In particular, they will only disclose Confidential Information to those members of their staff who have a need to know for the performance of this Agreement, after having informed them of their obligations under the Agreement and to keep up-to-date lists of the names of persons having access to the Confidential Information.

The Customer acknowledges that any breach of the present clause would cause AUBRILAM serious prejudice, which would need to be compensated in full and in particular under the conditions of Articles L.152-6 et seq. of the French Commercial Code (including publicity, prohibition and confiscation measures).

The provisions of this section shall remain in force for the duration of the Agreement and for as long as the Confidential Information has not fallen into the public domain through the wrongful action or inaction of the Customer and for a minimum period of 10 years from the expiry of the Agreement.

11. Non-removal commitment

During the term of the Agreement, and during the twelve (12) months following its expiry or termination, the fact that the Customer solicits or causes to work, directly or indirectly, without the prior agreement of AUBRILAM, any of the latter's employees participating, having to participate and/or having participated in the performance of the Services, shall give rise to the payment, without delay, by the Customer, of a lump-sum compensation equal to the last twelve (12) months of gross remuneration of the employee in question, even if the initial solicitation is made by the said employee.

12. Miscellaneous

12.1. Intuitu Personae

The Agreement is concluded "Intuitu personae" in consideration of the person of the Customer. The Customer may not transfer or assign by merger, demerger, partial contribution of assets, transfer and/or lease of business or any operation the purpose of which is to transfer assets, all or part of its rights and obligations under this Agreement, unless AUBRILAM has given its express prior written consent. Failing this, AUBRILAM reserves the right to terminate the Agreement.

AUBRILAM is free to assign, transfer or contribute the Agreement as part of a specific or global transfer operation through a merger, demerger, partial contribution of assets, transfer and/or management lease of a business or any operation whose purpose is to transfer assets.

12.2. Relationship between the Parties

Nothing in these General Terms and Conditions and/or the Special Terms and Conditions is intended to create a subordinate and/or joint venture relationship. Thus, neither Party is entitled to enter into any commitment or negotiate on behalf of the other Party, or even commit the other Party, without the express prior agreement of that Party.

12.3. Waiver of clause and waiver

The fact that either Party does not at any time require the strict performance by the Customer of any provision or condition of these General Terms and Conditions and/or the Special Terms and Conditions shall not be deemed to constitute a definitive waiver of that provision or condition. Consequently, this Party may at any time demand the strict and full performance by the Customer of the provisions and conditions of this Agreement.

If one or more stipulations of these General Conditions was deemed not valid or declared as such in pursuance of a law, a national or international regulation or following a final

decision from a competent jurisdiction, the other stipulations shall remain in force to their full extent and the Parties shall immediately make the changes required adhering, insofar as possible, to the voluntary agreement existing at the time of the signing of the Agreement.

13. Applicable law - Settlement of litigations

The applicable law is French law to the exclusion of any other applicable international agreement. In the event of a dispute arising between the Parties concerning the validity or performance of the Agreement, the Parties undertake to cooperate diligently and in good faith in order to find an amicable solution.

If, however, no agreement is reached within three (3) weeks of receipt of a letter notifying the other Party of the existence of a dispute, for any dispute or litigation that may arise in relation to the interpretation, validity or performance of the present Agreement, the Court of Clermont-Ferrand (France) shall have sole jurisdiction (or in the event that the Commercial Court has no jurisdiction, a court within the jurisdiction of the Court of Appeal of Riom - France), notwithstanding the plurality of defendants or the introduction of third parties, even in the case of emergency proceedings or protective proceedings, in summary proceedings or on application.

AUBRILAM

Société par actions simplifiée, with a capital of 250,000 euros.

Head office: 83 Rue Fontgèive - 63000 Clermont-Ferrand

RCS number: 343 340 543 RCS Clermont-Ferrand

VAT number: FR78 343 340 543

Storage instruction

Our products should be stored:

- horizontally
- in a sheltered and ventilated area (ideally inside)
- on a clean, flat surface

In order to protect them as a whole:

- do not add further packaging (tarpaulin or other waterproof film over the loads)
- do not stack loads together
- do not stack other products on these load

Prolonged storage may alter the appearance of products.

