



TMS STANDARD TERMS OF SALE

1. APPLICATION OF STANDARD TERMS OF SALE

These standard terms of sale have been drawn up in compliance with Article L. 441-6 of the French Commercial Code (code de commerce).

The standard terms of sale govern all sale of products and services in France and abroad by Technologies Multi Sources, a French limited liability company in the form of a *société anonyme*, with share capital of EUR 1,280,000 with registered office at 129 rue de l'Université, 75007 Paris, registered with the Paris Trade and Companies Register under number B 342 086 212 ("TMS"), to the exclusion of any other document issued by TMS or the buyer (the "Buyer").

The term "product" as used hereinafter covers any product or service without distinction.

The standard terms of sale may be accessed on TMS's website (www.tms-sourcing.com). They are available to all Buyers. They are available to anyone upon request.

THE PLACING OF AN ORDER WITH TMS ENTAILS ACCEPTANCE OF THESE STANDARD TERMS OF SALE AND THE BUYER'S WAIVER OF ALL STANDARD TERMS OF PURCHASE AND/OR ANY OTHER TERMS.

TMS and the Buyer may depart from these standard terms of sale by means of a signed written agreement, which shall specifically mention such fact.

TMS's failure to claim under any one of these standard terms of sale shall not constitute TMS's waiver of said term that TMS shall be free to implement at any time.

2. BUYER'S REQUEST TO SEARCH FOR A PRODUCT

The Buyer is a highly specialized professional type OEM or CEM, which, for its activities, urgently needs a specific product that it cannot obtain on the reference market .

The Buyer calls on TMS to look for said product.

The Buyer notifies its product search request to TMS by e-mail, fax or any other means in writing.

The request must contain the following information:

- ☐ precise reference of the product
- ☐ quantity requested
- ☐ unit price desired, expressed in the desired currency
- ☐ desired date of delivery

The Buyer as a professional shall be solely responsible for checking (i) the precise reference of the product, (ii) the suitability of the product to its planned use, (iii) the right to use the product in the country of manufacturing, country of transit and country of end use.

The Buyer as a professional expressly acknowledges that TMS is not able to check the request on account, in particular, of the extremely specialized nature of the request and on account also of its urgent nature.

The Buyer expressly acknowledges that TMS is not bound by a duty to provide information or advice on the request.

3. TMS'S OFFER

TMS shall carry out the search with independent suppliers on the reference market.

TMS shall answer the Buyer's request as quickly as possible, either to send it an offer or to inform it that TMS cannot satisfy the request.

TMS shall notify an offer to the Buyer by e-mail, fax or any other means in writing.

The offer shall include the following information:

- ☐ precise reference of the product
- ☐ quantity
- ☐ delivery time, starting as from the confirmation of the order. Note that as TMS buys from independent suppliers the delivery time is given strictly for information
- ☐ place of delivery
- ☐ price and currency
- ☐ terms relating to warranty and liability
- ☐ where applicable, any special term that departs from these standard terms of sale

The offer shall be valid 24 hours as from its issue, unless TMS withdraws the offer before the Buyer has confirmed the order within the same time limit.

4. BUYER'S CONFIRMATION OF THE ORDER

The Buyer shall confirm the order to TMS by e-mail, fax or any other means in writing.

The confirmation of the order shall entail acceptance of all terms and conditions of the offer.

Unless otherwise agreed by TMS, the Buyer, once it has confirmed the order, may not modify it for any reason and in any way whatsoever.

The Buyer, once it has confirmed the order, may not cancel it for any reason and in any way whatsoever.

The order is personal to the Buyer and may not be transferred to a third party for any reason and in any way whatsoever.

Considering the extremely specialized nature of the product and considering the urgency of the order, the Buyer may not issue a "reservation of product" or issue a "confirmation of interest in the product" or in general issue an order that is not firm and final. Any "reservation of product", "confirmation of interest" or in general any order that is not firm and final shall be automatically deemed to be a firm and final order and shall be governed as such by all of these standard terms of sale.

Considering the extremely specialized nature of the product and considering the urgency of the order, TMS shall accept the order subject to the express proviso of the actual availability of the product on the date of processing the order.

TMS cannot be held liable for any reason and in any way whatsoever in the event of the unavailability of the product on the date of processing the order and in the event of non-delivery of the order.

5. PRICE

The prices are the prices specified in TMS's offer as accepted by the Buyer.

Prices are quoted excluding tax and customs duties, ex TMS's premises or other premises notified by TMS, with packaging included, unless special packaging is provided for.

The Buyer shall be responsible for and pay any tax or duty of a fiscal, special tax, customs or other nature under French or other regulations.

The Buyer shall pay for any special packaging.

A claim relating to a mistake in invoicing must be made by e-mail, fax or any other means in writing within five business days of receipt of the invoice. In default, it shall be deemed to be time-barred and cannot be corrected.

6. TERMS OF PAYMENT

Unless otherwise specified in the invoice, the price must be paid in full upon receipt of the invoice.

Exceptionally, the price must be paid in full upon the Buyer's confirmation of the order in the following cases:

- the Buyer does not have an account opened in TMS's books
- the Buyer does not have the financial condition required by TMS. Said conditions are set non-discriminatorily by reference to criteria that may be drawn up by a reasonable economic player on the reference economic market.
- the Buyer is already a debtor with regard to TMS and/or is late with one or more payments with regard to TMS
- there is any other factor that has been checked, implying that the Buyer is unable to pay the price of the order. Said factor shall be assessed non-discriminatorily by reference to criteria that may be drawn up by a reasonable economic player on the reference economic market.

The price must be paid in the currency of the invoice..

The price must be paid to TMS's registered office or to any other individual (in particular a factoring company) specified by TMS.

Payment is effective upon actual collection of the price. In the event of a draft, cheque or any instrument entailing an obligation or undertaking to pay, the payment is not constituted by the remittance of the draft, cheque or instrument but by the actual collection at the agreed due date.

The price must be paid in full. No partial payment is authorized.

The Buyer may not retain all or part of the price for any reason and in any way whatsoever.

The Buyer may not make set off for any reason and in any way whatsoever.

In the event of late payment of all or part of the price:

- TMS may demand the immediate accelerated payment of any payment still to be made and/or
- TMS may suspend any delivery until full payment and/or

- ☒ TMS may after formal notice of 48 hours without effect at the end of said 48 hours, cancel any order in hand and/or
- ☒ The Buyer shall owe TMS a late interest fine equal to 1.5 times the legal interest rate on the outstanding amount prorata temporis from the first day late up to the date of actual payment.

7. DELIVERY

Delivery shall be deemed to be made when TMS sends the Buyer notice of availability.

The Buyer shall accept the risks related to the products, in particular, the risk of loss, damage or deterioration as from delivery.

The delivery time set forth in the offer is strictly for information. As far as TMS buys the product from a third party supplier, TMS is not able to control the delivery time by said supplier.

A delay in delivery cannot justify any claim by the Buyer against TMS, including, in particular, on account of termination of the order, claim for compensation or application of a penalty.

TMS may lawfully delay or cancel a delivery in the following cases:

- ☒ the Buyer's breach of the terms of payment,
- ☒ occurrence of a force majeure event, natural disaster, international conflict, civil war, general strike, strike specific to the reference sector, transport strike, whether total or partial, scrap rate in excess of the standard of the industry and in general any event of an unforeseeable nature that is liable to make the fulfilment of the order more expensive on the terms specified,
- ☒ ban on export by the country of origin of the product and in general any ban of a government origin that may affect the fulfillment of the order on the terms specified.

TMS may make complete or partial deliveries.

Any partial delivery is a separate sale covered by a separate invoice and that must be paid separately. The Buyer must make a separate payment and cannot, for any reason and in any way whatsoever, postpone said payment to a date on which the entire order is delivered in full.

8. CLAIM FOR NON-COMPLIANCE OR APPARENT DAMAGE

The Buyer's request for the product, TMS's search for the product and TMS's delivery of the product, correspond to the urgent need of the Buyer, who shall use the product quickly.

In these conditions the Buyer needs to promptly check the compliance of the delivery and that there is no apparent damage.

The Buyer is under the obligation upon delivery to check itself or have its carrier or employee check the following items:

- ☒ the compliance of the delivery with the order
- ☒ the lack of any apparent damage to the product

The Buyer's sole recourse, to the exclusion of any other, for any reason and in any way whatsoever, and in particular to the exclusion of any damages, in the event of noncompliance or in the event of apparent damage, is to return the product to TMS in accordance with the terms and conditions hereinafter.

The return of the product is subject to the following conditions:

- ☒ the Buyer sending TMS, within 24 hours of delivery, a report that stands as evidence, which describes said noncompliance or said damage
- ☒ the Buyer sending TMS, within eight days of the delivery, a letter of claim by registered letter with acknowledgement of receipt, giving the details of said noncompliance or said damage and enclosing (i) a technical test report dated and signed by an independent laboratory or the supplier's laboratory or the Buyer's laboratory as well as (ii) a set of photos in digital format that clearly and visibly shows up the detail of said noncompliance or said damage that cannot be contested.
 - ☒ TMS's prior verification of the regular form of the letter of claim, TMS's non rejection of the letter of claim and TMS's indication of the "TMS return reference". Note that said first verification is made as a preliminary measure and is without prejudice to TMS's right to final acceptance or refusal of the return of products as mentioned in the last paragraph hereinafter.
 - ☒ Return of the products under the Buyer's responsibility and expense, the Buyer shall bear risks until actual return to TMS
 - ☒ Return of products in their original packaging, said packaging is in a good condition
 - ☒ No change in the products
 - ☒ No damage to the products (apart from the damage covered by the claim)
 - ☒ indication of TMS's return reference

☒ after return of the products to TMS, TMS's express verification of the validity of the claim, by all means at its choice, in particular, by damage survey by an independent laboratory and TMS's express confirmation to the Buyer that the claim is fully justified.

The Buyer must have already paid the invoice or the part of the invoice corresponding to the products.

In the event of return in breach of the above terms and/or in the event of TMS's refusal of the claim, the Buyer shall remain responsible for the products at its risks and TMS may return them to the Buyer at the Buyer's expense and risks.

In the event of compliant return and in the event of TMS's acceptance of the claim, TMS shall try first of all to replace the products and if it is unable to do so it shall credit the price of the products to the Buyer's account opened in TMS's books.

9. WARRANTY AND LIABILITY

THE TERMS RELATING TO WARRANTY AND LIABILITY ARE SPECIFIC TO EACH ORDER. THEY ARE PROVIDED TO EACH BUYER UPON TMS'S NOTICE OF THE OFFER AND ARE ACCEPTED BY THE BUYER UPON CONFIRMATION OF THE ORDER.

OUTSIDE THE TERMS SPECIFIED TO THE BUYER IN THE NOTICE OF THE OFFER, TMS DOES NOT MAKE ANY WARRANTY WHATSOEVER IN PARTICULAR A WARRANTY COVERING HIDDEN DEFECTS AND TMS EXCLUDES ANY STATUTORY, CONTRACTUAL OR CUSTOMARY WARRANTY APPLICABLE BY EFFECT OF ANY INTERNATIONAL AGREEMENT AND/OR ANY NATIONAL LAW.

OUTSIDE THE TERMS SPECIFIED TO THE BUYER IN THE NOTICE OF THE OFFER, TMS SHALL NOT ASSUME ANY LIABILITY AND TMS EXCLUDES ANY LIABILITY WHATSOEVER RELATING TO ANY DIRECT OR INDIRECT DAMAGE FOR ANY REASON AND IN ANY FORM WHATSOEVER WHICH SHALL INCLUDE BUT NOT BE LIMITED TO ANY STATUTORY, CONTRACTUAL OR CUSTOMARY LIABILITY APPLICABLE BY EFFECT OF ANY INTERNATIONAL AGREEMENT AND/OR NATIONAL LAW.

THE BUYER, IN PLACING AN ORDER WITH TMS, EXPRESSLY ACKNOWLEDGES AND ACCEPTS THE TERMS OF THIS CLAUSE.

10. RETENTION OF TITLE

THE TRANSFER OF TITLE TO THE PRODUCTS IS SUBJECT TO THE FULL PAYMENT OF THE PRICE THEREOF IN PRINCIPAL, INTERESTS AND INCIDENTAL COSTS AT THE AGREED DUE DATE.

Products not paid for must be stored separately in the Buyer's warehouses, in suitable conditions for the proper conservation and to avoid any alteration thereof in any way whatsoever and must be marked as being subject to TMS's retention of title with TMS's contact details.

The Buyer may not transfer products that have not been paid for to a third party for any reason and in any way whatsoever.

The Buyer may not grant any right or security interest whatsoever to the products that have not been paid for to a third party for any reason and in any way whatsoever.

The Buyer may not modify the products that have not been paid for and may not integrate them in any other product for any reason and in any way whatsoever.

In the event of non-payment of the entire price in principal, interest and incidental costs at the agreed due date, TMS may demand that products be returned and the Buyer shall comply with such demand within five business days.

11. INTELLECTUAL PROPERTY RIGHTS

THE TERMS RELATING TO THE USE OF INTELLECTUAL PROPERTY RIGHTS TO THE PRODUCTS (WHICH SHALL INCLUDE BUT NOT BE LIMITED TO ANY PATENT, TRADEMARK, COPYRIGHT, SOFTWARE, DRAWING, MODEL, KNOW HOW OR OTHER) ARE SPECIFIC TO EACH ORDER. THE BUYER SHALL BE INFORMED THEREOF UPON TMS'S NOTICE OF THE OFFER AND THE BUYER SHALL ACCEPT SAME UPON CONFIRMATION OF THE ORDER.

OUTSIDE THE TERMS SPECIFIED TO THE BUYER IN THE NOTICE OF THE OFFER, TMS SHALL NOT GRANT ANY WARRANTY WHATSOEVER RELATING TO INTELLECTUAL PROPERTY RIGHTS AND TMS EXCLUDES ANY STATUTORY, CONTRACTUAL OR CUSTOMARY WARRANTY APPLICABLE BY EFFECT OF ANY INTERNATIONAL AGREEMENT AND/OR NATIONAL LAW.

OUTSIDE THE TERMS SPECIFIED TO THE BUYER IN THE NOTICE OF THE OFFER, TMS SHALL NOT ASSUME ANY LIABILITY AND TMS EXCLUDES ANY LIABILITY RELATING TO ANY DIRECT OR INDIRECT DAMAGE FOR ANY REASON AND IN ANY WAY WHATSOEVER WHICH SHALL INCLUDE BUT NOT BE LIMITED TO ANY STATUTORY, CONTRACTUAL OR CUSTOMARY LIABILITY APPLICABLE BY EFFECT OF ANY INTERNATIONAL AGREEMENT

AND/OR NATIONAL LAW AND IN PARTICULAR IN THE EVENT OF INFRINGEMENT, UNFAIR COMPETITION OR PARASITISM

THE BUYER, IN PLACING AN ORDER WITH TMS, EXPRESSLY ACKNOWLEDGES AND ACCEPTS THE TERMS OF THIS CLAUSE.

The Buyer may not bring a legal action, claim or third party claim or claim for damages:

- when the product ordered by the Buyer has specifications that differ from the standard specifications of the third party supplier
- when the Buyer modifies the product
- when the product is associated with other products that themselves generate acts of infringement, unfair competition or parasitic competition.

12. USE OF THE PRODUCT

The Buyer as a professional shall be solely responsible for checking the right to use the product in the countries of manufacturing, country of transit and country of end use.

The Buyer undertakes to strictly comply with any export control measure arising from any international convention that may be applicable and/or any national law that may be applicable.

The Buyer is fully aware of the Agreement called the *Wassenaar Arrangement on Export Controls for Conventional Arms and Dual-Use Goods and Technologies*, and undertakes to refrain from doing anything that could conflict with said agreement or could thwart the application of said Agreement.

13. CONFIDENTIALITY

TMS and the Buyer undertake for themselves as well as for their corporate officers, employees and agents to respect the strict confidentiality of all information relating to a Party that the other Party may become aware of in connection with any sale of product by TMS to the Buyer as long as said information has not passed into the public domain.

14. COMPLIANCE WITH ETHICAL PRINCIPLES

TMS carries on its activity in compliance with ethical principles recognized universally.

TMS does not have business relations with companies that to TMS's knowledge violate said principles.

TMS, in particular, does not have business relations with companies that to TMS's knowledge use slave labor, child labor or any other type of labor that violates said principles.

15. SEVERABILITY OF TERMS

The terms of these standard terms of sale are independent of one another.

In the event of the non-applicability of a specific term of these standard terms of sale,

- said non applicability shall be limited to said term and shall not affect the other terms of these standard terms of sale,
- the parties shall apply, to replace said term, any applicable term whose effects are the closest possible to said term and
- the other terms of these standard terms of sale shall continue to be in full force and effect.

16. GOVERNING LAW

ANY SALE OF PRODUCTS BY TMS TO THE BUYER SHALL BE GOVERNED BY FRENCH LAW, WITHOUT APPLICATION OF ITS CONFLICT OF LAWS RULES. THESE STANDARD TERMS OF SALE SHALL BE GOVERNED BY FRENCH LAW, WITHOUT APPLICATION OF ITS CONFLICT OF LAWS RULES.

The United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods called the Vienna Convention as well as the Hague Convention of 1 July 1964 on the international sale of goods are expressly excluded.

17. JURISDICTION

ANY DISPUTE IN CONNECTION WITH ANY SALE OF PRODUCTS BY TMS TO THE BUYER OR WHICH IS THE FOLLOW UP OR CONSEQUENCE THEREOF AS WELL AS ANY DISPUTE IN CONNECTION WITH THESE STANDARD TERMS OF SALE OR WHICH IS THE FOLLOW UP OR CONSEQUENCE THEREOF SHALL BE REFERRED TO THE EXCLUSIVE JURISDICTION OF THE PARIS COMMERCIAL COURT, FRANCE, EVEN IN THE EVENT OF SUMMARY PROCEEDINGS, ACCESSORY CLAIM OR OF SEVERAL DEFENDANTS