

Heraeus SAS - Heraeus Noblelight business - Terms and Conditions of Sale

1. GENERAL PROVISIONS

1.1. These terms and conditions of sale (hereinafter the "**Terms and Conditions of Sale**") apply exclusively to all sales and deliveries of products of the Heraeus Noblelight business made by Heraeus SAS (hereinafter "**Heraeus**") within the framework of its transactions with professionals in accordance with Article L.441-1 et seq. of the French Commercial Code.

These Terms and Conditions of Sale supersede any previous terms and conditions of Heraeus.

1.2 Unless specifically agreed in writing between Heraeus and a buyer ("**Buyer**") prior to placing an order, these Terms and Conditions of Sale shall prevail over any terms and conditions in Buyer's documents, including Buyer's terms and conditions of purchase.

The execution of a contract, in particular the delivery of products by Heraeus, does not imply acceptance of the Buyer's terms and conditions of purchase.

1.4. The failure of Heraeus to enforce any of these Terms and Conditions of Sale at any time shall not be construed as a waiver of any subsequent enforcement of the Terms and Conditions of Sale.

1.5. Heraeus reserves the right to modify these Terms and Conditions of Sale at any time. The applicable terms are those in force at the date of the order placed by the Buyer.

1.6 These Terms and Conditions of Sale may be supplemented by special conditions or application agreements.

2. FORMATION OF THE CONTRACT

2.1. Orders shall be received by Heraeus in written form, by mail, e-mail or fax, and shall be confirmed in writing within fifteen (15) days of receipt by Heraeus; the sale is concluded upon written acceptance by Heraeus.

Written acceptance of an order can be made in the form of an invoice accompanying the products.

2.2 Heraeus does not verify the accuracy of the information and data provided by the Buyer on which the order OR the order confirmation is based, nor does it verify whether the execution of the order infringes the intellectual property rights of third parties.

If the Buyer does not indicate to Heraeus that he exclusively desires a specific model of the product, Heraeus shall deliver the latest version of that model which has been technically improved.

2.3 Heraeus reserves the right to modify or cancel orders placed and accepted if the Buyer fails to comply with any of its contractual obligations or if information becomes available to Heraeus that would justify a deterioration of the Buyer's creditworthiness. The same shall apply if there is a material change in the conditions existing at the time of conclusion of the contract.

2.4. Heraeus will not accept orders for less than € 500 excluding VAT.

3. Prices

3.1 The products are supplied at Heraeus' prices, in force on the day the order is placed, and where applicable, in the commercial quotation of Heraeus sent to the Buyer.

3.2 These prices are unitary, in euros, net and exclusive of tax, ex works and packaging not included. Unless otherwise agreed in writing, the prices do not include transport costs, taxes, duties, bank charges or any other service to be paid in application of French or foreign regulations (in the event of

export), nor insurance, which shall be borne by the Buyer.

3.3 Heraeus shall be entitled, by notifying the Buyer at any time prior to delivery, to increase the price of the products to reflect an unpredictable, significant increase in the costs of materials or other costs of manufacture of the products, transportation costs, taxes, customs, levies and other public or administrative duties. The Buyer must confirm acceptance of the purchase price increase within 14 days after receipt of the notice of purchase price increase by Heraeus. If the Buyer does not confirm the purchase price increase, Heraeus may terminate the contract by written notice to the Buyer.

4. DELIVERY - DEADLINES - TRANSFER OF RISK

4.1. Unless otherwise agreed in writing, Heraeus will deliver the products within the tolerances permitted by the applicable French or European industrial standards, in particular DIN, VDE, EN, ISO and others. Technical changes which may be necessary for reasons of manufacturing, product management or legislative requirements are permissible.

4.2. Unless otherwise agreed in writing, deliveries are made "ex works" in accordance with Incoterms 2020.

Unless otherwise agreed in writing, the Buyer shall bear all costs of transport, taxes, duties, bank charges or other services to be paid in accordance with French or foreign regulations (in the case of export), as well as the risks associated with the transport of the products to their final destination, from the moment the Buyer is informed that the products are available.

4.3. Only the delivery time stated by Heraeus in the order confirmation shall apply. This delivery time is indicative and not binding on Heraeus, unless expressly stated otherwise in writing.

Delay in the execution of the order shall not result in the return of the products, the cancellation of the order or the obligation to pay damages for delay.

4.4. The delivery period shall commence upon the timely delivery by the Buyer to Heraeus of all documents, materials and information necessary for the performance of the contract, as well as the delivery of any required authorizations or approvals including all necessary data and/or agreed properties.

4.5. In the event of problems with Heraeus' suppliers, such as force majeure, industrial disputes or unrest, official measures and other special circumstances for which Heraeus is not responsible, Heraeus shall be released from its delivery obligations for the duration and extent of their effect. This shall also apply if such events occur at a time when Heraeus is already in default.

4.6. Failure to take delivery of the products within the agreed period of time from the date of their availability shall result in the Buyer being liable for the resulting costs, in particular handling, storage, etc. In any event, Heraeus reserves the right to make the delivery at the Buyer's expense and risk.

5. RECEIPT OF PRODUCTS / COMPLAINTS PROCEDURES

5.1. The Buyer is obliged to examine the products for defects, damage and shortages immediately upon delivery.

Any product that has not been the subject of a complaint with the carrier, by registered letter with acknowledgement of receipt, within three (3) days of its receipt, in accordance with Article L. 133-3 of the French Commercial Code, a copy of which will be sent simultaneously to Heraeus, will be considered as accepted by the Buyer.

5.2. If the Buyer is a businessperson, he must request a report from the carrier and, after immediate consultation with Heraeus, instruct a damage surveyor to draw up a damage certificate, if necessary.

5.3. No claim can be validly accepted in the event of non-compliance with these requirements by the Buyer.

6. REGULATIONS AND RETENTION OF TITLE CLAUSE

6.1. Unless otherwise stipulated in writing on the invoice sent to the Buyer, invoices are payable in full on the day of delivery of the products. The Buyer accepts the electronic transmission of the invoice.

6.2. No discount will be granted by Heraeus for payment before the date shown on the invoice or before the date of delivery of the products.

6.3. Any payment after the delivery date or after the payment date indicated on the invoice sent to the Buyer, will result in the payment of late interest at the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 (ten) points applied to the amount inclusive of tax indicated on the invoice.

In addition, in accordance with Articles L. 441-10, II and D. 441-5 of the French Commercial Code, in the event of late payment, a fixed indemnity for collection costs of 40 euros shall be payable by operation of law to Heraeus. Heraeus reserves the right to claim additional compensation if it can prove that the amount of collection costs incurred exceeds 40 euros.

In the event of late payment, Heraeus may suspend all outstanding orders, without prejudice to any other course of action.

6.4. Penalty clause: any sum not paid after a formal notice which has remained unfruitful for eight (8) days shall automatically entail, in addition to late payment interest, a surcharge of 15% of the sums due, including VAT, to compensate for the losses resulting in particular from the imbalance in cash flow caused by the non-payment of the debt on its due date.

The costs of the collection procedure shall be borne by the Buyer.

6.5. The transfer of ownership of the products is suspended until full payment of the price of the products by the Buyer, in principal and in accessories, even in the event of the granting of a payment deadline, regardless of the date of delivery of the products.

6.6. These provisions do not prevent the transfer to the Buyer, upon delivery and receipt of the products, of the risks of loss and deterioration of the products, as well as the damage they may cause. The Buyer undertakes to insure, at its own expense, the products ordered, for the benefit of Heraeus, by an *ad hoc* insurance, until the complete transfer of ownership and to justify it to Heraeus at the time of delivery. Failing this, Heraeus shall be entitled to delay delivery until such proof is provided.

7. DISCOUNTS, REBATES AND REFUNDS

7.1. The Buyer shall be entitled to discounts and rebates granted by Heraeus on the basis of quantities purchased or delivered by Heraeus at one time and one place, or on the basis of the regularity of its orders.

8. WARRANTY

8.1. The duration of the contractual warranty period is twelve (12) months from the date of delivery. It applies to all products, except for wear and tear parts, and covers the non-conformity of the products to the order and any hidden defect

resulting from a design or manufacturing fault affecting the products delivered and making them unfit for normal use.

Heraeus infrared and ultraviolet emitters are considered to be wear and tear parts and as such the warranty will only cover any manufacturing defects and not the life of these emitters. The warranty period for components supplied as replacements under the warranty expires at the end of the original warranty period and does not extend the warranty period.

8.2. Within the scope of its warranty, Heraeus will only supply replacement components for defective parts, in case the defect is the responsibility of Heraeus.

Heraeus will not bear any costs related to the exchange of defective parts, such as (but not limited to) machine downtime, labour costs for the replacement of the part, travel and accommodation costs, tooling costs, cleaning, etc.

8.3. In order to assert its rights, the Buyer shall, under penalty of forfeiture of any action relating thereto, inform Heraeus, in writing, of the existence of the defects within a maximum period of twenty (20) clear days from their discovery. It shall be the Buyer's responsibility to prove the date of such discovery.

8.4. The warranty is limited to the replacement, repair or reimbursement of products that are not in conformity or are affected by a defect.

Any warranty is excluded in the event of misuse, abnormal use, negligence or lack of maintenance on the part of the Buyer, as well as in the event of any modification of the product or the occurrence of a case of force majeure.

Abnormal use shall mean the use of the products under conditions other than those for which they were manufactured, in particular in the event of non-compliance with the conditions prescribed in the instructions for use provided by Heraeus.

The warranty does not apply to damage or accidents caused by impact, dropping, negligence, lack of supervision or maintenance, or if the product has been modified.

Heraeus shall not be liable in the cases referred to in this paragraph.

9. RESPONSIBILITY

9.1. In the event that Heraeus is held liable by the Buyer or a third party for reasons other than warranty, such as losses due to negligence, costs or expenses of any kind incurred or suffered by the Buyer of an indirect or consequential nature, or any other economic loss or loss of turnover, profits or business, such liability shall be limited in any event to the value of the purchase order regarding the products.

9.2. Heraeus has liability insurance to cover bodily injury and property damage caused by the equipment sold or by the operations carried out and in the event that it is found to be liable during the period of validity of such insurance within the limits defined by the terms and conditions of the insurance contract.

This policy covers bodily injury and property damage up to a liability limit of 2,000,000 euros per event.

10. PRIVACY

10.1 Heraeus and the Buyer undertake to keep confidential all technical or commercial information which may come to their knowledge in the context of these Terms and Conditions of Sale and to use it only in the context of these Terms and Conditions of Sale.

They shall take all necessary steps to ensure that their representatives and employees comply with this undertaking.

This obligation will survive the end of their professional relationship, as long as the information has not become public knowledge.

10.2. The Buyer shall not use in its written communications the name of Heraeus and/or its affiliates or indicate their status as suppliers without their express prior written consent.

10.3. The obligation of confidentiality does not apply to information:

- for which the party can provide evidence that, at the time of disclosure, they were in the public domain;
- the use or disclosure of which has been expressly authorised in writing by the company/person concerned;
- that the applicable law or regulation would require to be disclosed.

11. INTELLECTUAL PROPERTY

11.1. Heraeus retains all industrial and intellectual property rights to the products and to any materials such as documentation, photographs, catalogues or instructions supplied by Heraeus to the Buyer.

The Buyer undertakes not to make any use of these documents which might infringe Heraeus' industrial or intellectual property rights and undertakes not to disclose them to any third party without Heraeus' express prior consent.

In accordance with the law relating to data processing, files and freedoms of 6 January 1978, information of a personal nature relating to the client may be subject to automated processing.

The Buyer has the right to access and rectify data concerning him/her in accordance with the law of 6 January 1978. The Buyer must contact Heraeus directly for this purpose by writing to the following address Heraeus - 12, avenue du Québec - 91140 Villebon sur Yvette.

12. EXPORT

12.1. If the import or export of the products or the performance of any of Heraeus' contractual obligations is directly or indirectly prevented, restricted or interfered with by reason of any export or import restriction, sanction, quota or ban, or by reason of the absence of a licence or the need for consent ("**Export Restriction**"), Heraeus shall, without incurring any liability, be excused from such performance to the extent and for the duration of such prevention, restriction or disruption. Heraeus shall not be liable if the delivered product does not comply with the Export Restrictions or generally with the laws of the country of delivery.

12.2. An Export Restriction shall also be deemed to exist if the performance of Heraeus' contractual obligations is not legally prevented, restricted or interfered with, but Heraeus or an affiliate of Heraeus may, in the event of the performance of the contractual obligations, be subject to civil or criminal sanctions due to national or international regulations, in particular export control regulations or other sanctions.

12.3 If the Export Restriction prevents, restricts or interferes with the performance of Heraeus' contractual obligations for a continuous period of more than three (3) months, either party shall be entitled to terminate the respective purchase order(s), without incurring any liability therefor, by giving written notice to the other party.

12.4 Upon request by Heraeus, the Buyer shall provide Heraeus with all information concerning the final recipient, the final destination, the intended use of the products and, if necessary, an end-use certificate.

13. MISCELLANEOUS

13.1. The registered office of Heraeus, as registered in the Commercial Register, is the place of performance of the Buyer's payments.

The present Terms and Conditions of Sale and any order relating to them are subject to French law.

In the event of a dispute, the parties shall endeavour to reach an amicable and/or transactional solution. If they fail to do so within a period of two (2) months, any dispute relating to the formation, validity, execution, interpretation or termination of these General Terms and Conditions of Sale or the orders relating, shall fall within the exclusive jurisdiction of the Evry Commercial Court. The language of the court proceedings will be French.

13.2. The total or partial invalidity of any of the clauses of these Terms and Conditions of Sale shall not lead to the invalidity of the entire contract.

13.3. Failure to exercise or delay in exercising a right or remedy provided for in these Terms and Conditions of Sale or by law shall not prevent its exercise or constitute a waiver of such right.

13.4. If the professional Buyer buys in the context of and for the needs of his profession, there is no need to apply the right of withdrawal provided for in the Consumer Code.

14. ACCEPTANCE OF THE BUYER

The present Terms and Conditions of Sale are expressly approved and accepted by the Buyer, who declares and acknowledges that he/she is fully aware of them, and therefore waives the right to take advantage of any contradictory document and, in particular, of his own terms and conditions of purchase.

15. UNIQUE IDENTIFIER (IDU) FOR THE "EEA" SECTOR

15.1. The unique identifier FR021765_05SVIM attesting to registration in the register of producers of the EEE sector, in application of article L.54-10-13 of the Environmental Code, has been allocated by ADEME to HERAEUS SAS. This identifier attests to its compliance with its obligation to register with the register of producers of Electrical and Electronic Equipment and to the completion of its declarations of placing on the market with Ecosystem.