



## – General Terms and Conditions

### 1 – Application of the general terms and conditions

1.1. Scope of the GTCs: These general terms and conditions (hereinafter the "GTCs") govern sales entered into between Novacel SAS (hereinafter "Novacel") and any merchant established outside France (hereinafter the "Customer") ordering self-adhesive film for industrial use (hereinafter the "Product" or "Products").

1.2. Acceptance of the GTCs: The Customer acknowledges that they have been duly advised of the GTCs, which are notably reproduced at the back of the Confirmation of Order issued by Novacel (hereinafter the "Confirmation") but also on Novacel's web site. Consequently, the ordering of Products by the Customer entails the full and unreserved acceptance of the GTCs by the Customer, to the exclusion of any other document issued by Novacel. No special term or condition may prevail over these GTCs unless formally accepted beforehand in writing by Novacel in the Confirmation.

### 2 – Customer needs and Novacel offer

2.1. The Products are intended to meet specific terms of use which must be expressed by the Customer. Therefore, the Customer shall send Novacel a Request for Recommendation (hereinafter the "Request"). If they see fit, the Customer shall also send a sample of the surface on which the Customer is considering applying the Product.

2.2. Based on the elements sent to Novacel by the Customer, Novacel shall suggest to the Customer the Product that is best suited to their needs and shall send them a Pricing Offer (hereinafter the "Offer") detailing the suggested Product and notably its reference and price. The Offer shall remain valid for a period of 1 month.

### 3 – Suitability test and preliminary order

3.1. If the Customer chooses a Product for a new medium or application, they must first test the Product extensively before ordering it in industrial quantities and using it for industrial purposes. Furthermore, the test must be conducted within six months of invoicing.

To that end, the Customer shall place a preliminary order for a small quantity of Product under the conditions set out in article 4 below. The ordered Product shall be tested on the Customer's surface. The test must notably take into account the type of material on which the Product is to be effectively used, the condition of the surface, the working stress, as well as the actual useful life and ageing conditions required by the Customer.

3.2. Upon completing the suitability test, the Customer shall hand Novacel a test report indicating whether the Product satisfies the Customer's needs. The Customer may only order industrial quantities of the Product if the test is successful, whereby by placing an order for industrial quantities the Customer shall be deemed to have validated the suitability test.

### 4 – Sales contract formation

4.1. Placing an order: The order placed by the Customer pursuant to the Offer issued by Novacel shall be accepted by Novacel and shall become final only when Novacel issues a Confirmation stating the object and terms of sale. The Confirmation shall constitute the sales agreement between the parties.

4.2. Cancelling an order: Unless expressly authorised by Novacel, orders that have been accepted may not be cancelled in any way by the Customer. If the Customer breaches this interdiction and cancels an order, Novacel shall be entitled to damages in lump sum amount of 80 % of the amount before tax set out in the Confirmation.

### 5 – Delivery of the products

5.1. Delivery date: The Customer is notified a delivery date, which is given for information purposes only and does not constitute a binding commitment on Novacel's part. The Customer shall not be entitled either to claim for damages or to cancel outstanding orders if the Product is not delivered by that date.

5.2. Partial delivery: Novacel may deliver the Product in instalments, in which case the Customer must accept such partial deliveries and pay for the delivered instalments.

5.3. Place of delivery and transfer of risks: The Products shall be delivered FCA Novacel, Deville-lès-Rouen, France (ICC Incoterms 2010). The risk of loss and damage during transport shall transfer to the Customer when the Products leave Novacel's warehouse. As a consequence, the Products shall travel at the Customer's risk, even in case of partial delivery. The Customer shall be sole responsible for carrying out the administrative and customs export formalities.

## 6 – Product compliance

6.1. Acceptance of the Products: The Customer shall be sole responsible for checking the condition of the Products upon receipt. Should the Products have suffered loss or damage in all or part, the Customer must seek all useful remedies against the carrier themselves, whereby Novacel may not be held liable. The Customer must notify any reservations under the conditions, within the deadlines, and in the manner provided for in article L133-3 of the French Commercial Code.

6.2. Product compliance: Claims relating to the Products' compliance and/or apparent defects shall only be admissible if notified to Novacel by the Customer by e-mail or fax (followed by a recorded delivery letter, return receipt requested, sent within four (4) days) within eight (8) days of the receipt of the Products and if they state all information needed to verify the anomalies found.

Should they fail to abide by the above mentioned prescriptions, the Customer shall lose their right to avail themselves of such non-compliance.

Subject to the Customer sending a claim within the deadlines and under the terms set out above, Novacel shall only be liable for replacing or refunding the anomalous Product (or delivering the Product if it is missing and Novacel is liable therefor), as Novacel chooses, to the exclusion of any compensation or damages, provided the Customer has refrained from taking action themselves or charging a third party to take action on the Product as soon as they noticed the non-compliance unless first expressly authorised in writing by Novacel and allowed Novacel a free hand to ascertain if need be the alleged anomalies by itself.

Upon Novacel's express authorisation, the Product must be returned in perfect condition and in the full original packaging at the Customer's own costs.

## 7 – Terms of payment

7.1. Price: The price of the invoiced Products shall be the price set out in the Confirmation (plus taxes if any). Prices are in Euros.

7.2. Due date – Discount: Unless otherwise provided for in the Confirmation and recalled as a special term or condition on the invoice, the Customer must settle the price before the Product is shipped. Novacel does not grant discounts where the Customer settles the invoice before its due date.

7.3. Terms of payment: Payments shall be made in Euros by bank-to-bank transfer to Novacel's registered office, where payments shall be owed. Novacel reserves the right to define specific terms of payment for each Customer according to the financial guarantees provided by the latter in order to best preserve the Customer's and Novacel's interests.

7.4 Non-payment – Late payment: Should the Customer fail to settle the invoice by the due date set out therein, they shall be liable as of right and without need for any prior formal notice to pay Novacel (i) interest on arrears in amount of five (5) times the French current legal rate, (ii) a lumpsum indemnification for collection costs in amount of forty (40) Euro pursuant to article L441-6 of the French Commercial Code, and (iii) lump-sum compensation in amount of 5 % of the invoice's amount before tax, whereby this penalty may not be less than one hundred (100) Euro, without prejudice to Novacel's right to suspend all or any outstanding orders and take any other action. In case of payment by instalments, the failure to pay a single instalment shall cause the whole amount of the debt to become due immediately.

7.5. Debt collection: Should Novacel need to initiate debt collection proceedings, the Customer shall owe as of right as per liquidated-damages additional compensation in amount of 15 % of the sums subject to collection, whereby such penalty may not be less than one thousand five hundred (1,500) Euro, without prejudice to Novacel's right to claim damages and compensation for unrecoverable costs pursuant to article 700 of the French Code of Civil Procedure.

## 8 – Retention of title

8.1. The Products sold remain Novacel's property until the Customer has performed all of their obligations and in particular until they have paid the price in full (principal, costs, interest, and accessory).

8.2. The Customer undertakes to enable at all times the identification and recovery of the delivered Products, whereby the Products in stock, being fungible among themselves, shall be likened to the Products whose invoices are outstanding. Furthermore, the Customer undertakes not to pledge the Products or assign the ownership thereof for purposes of guarantee.

## 9 – Product warranty

9.1 Warranty for hidden defects: Novacel warrants that the Products are free from any hidden design, material, or manufacturing defects upon delivery.

9.2. Terms of claim under the warranty for hidden defects: If the Customer finds a hidden defect in the Product, they must send Novacel a claim by e-mail or fax (followed by a recorded delivery letter, return receipt requested, sent within four (4) days) within eight (8) days of noticing the defect, whereby no claim may

be notified as from twelve (12) months after the application of the Product onto the surface concerned. The Customer shall be responsible for providing any and all evidence of any defects or anomalies found. Should they fail to abide by the above mentioned prescriptions, the Customer shall lose their right to avail themselves of the hidden defect.

Subject to the Customer sending a claim within the deadlines and under the terms set out above, Novacel shall only be liable for replacing or refunding the Product with the hidden defect, as Novacel chooses, to the exclusion of any compensation or damages, provided the Customer has refrained from taking action themselves or charging a third party to take action on the Product as soon as they noticed the defect unless first expressly authorised in writing by Novacel and allowed Novacel a free hand to ascertain if need be the alleged defects by itself.

Upon Novacel's express authorisation, the Product must be returned in perfect condition and in the full original packaging at the Customer's own costs.

## 10 – Intellectual property

Novacel does not owe any warranty for breach of quiet enjoyment (unless Novacel itself commits the breach), notably with respect to intellectual property rights. Accordingly, Novacel may not be held liable for retention of possession by third parties on grounds of the infringement of such rights. Novacel warrants that the Products are not subject to any pending action in rem at the time of sale.

## 11 – Liability and prescription

11.1. Compliance with terms of use and storage : The delivered Products comply with the specifications set out in Data Sheet provided with the Products according to the information supplied by the Customer in the Request. Novacel excludes any liability for the use of the Products on surfaces or under conditions that differ from those stated by the Customer in the Request. Any defect or anomaly arising from conditions that are not compliant with Novacel's recommendations, from abnormal handling, or from changes made by the Customer or a third party are excluded from this warranty.

Novacel warrants the efficacy of the Products throughout their use provided the Customer imperatively complies with the terms of storage and use laid down in the Product's Data Sheet. The Customer is advised that non-compliance with the Products' terms of use and/or the conditions laid down in the Product's Data Sheet and these GTCs (i) may result in the transfer of adhesive material onto the surfaces to be protected, for which Novacel may not be held liable, and (ii) fully excludes Novacel's warranty.

11.2. Liability: Novacel may be held liable only if its liability is recognised by an ordinary court of law, and only in connection with an apparent or hidden defect of the Products. It is hereby expressly agreed and acknowledged by the Customer that Novacel may not be held liable for any remote, consequential, or immaterial damage, including loss of margin or Customer orders and damage to the brand image, caused by or connected with a defect of the Products. In any case, Novacel's liability for direct damage, independently of the grounds on which such liability is recognised by an ordinary court of law, shall be limited to the amount paid by the Customer for the Products concerned.

The Customer shall be sole responsible for the compliance of the Products purchased with the regulations applicable on their own territory (and on the territory on which the Products are used) with respect to marking, safety, user information, etc.

11.3. Prescription: All rights and claims arising from the sales contracts between Novacel and the Customer shall be time-barred twenty-four (24) months after the delivery of the Product concerned.

## 12 – Force majeure

Novacel's obligations shall be suspended in case of a force majeure event, such as any kind of work stoppage, manufacturing accidents, fires, floods, lock-outs, occurring on Novacel's or its suppliers' or subcontractors' premises, as well as in case of events not dependent on Novacel preventing the latter from fulfilling its obligations under normal conditions.

## 13. Jurisdiction and governing law

13.1. Any dispute relating to the formation, performance, non-performance, or termination of the sales entered into pursuant to these GTCs shall be exclusively referred to the Commercial Court in Rouen (France). This clause shall apply even in case of urgent or summary petitions, incidental claims, plurality of defendants, or third-party actions for purposes of indemnity, independently of the place and terms of payment. As an exception to the foregoing, Novacel may, if it chooses, refer any dispute to any other competent court, and especially to the courts having jurisdiction over the Customer's place of establishment.

13.2. The sales entered into by Novacel shall be exclusively governed by French law (including the 1980 United-Nations Convention on Contracts for the International Sales of Goods).