

## GENERAL CONDITIONS OF SALE

1. The general conditions of sale described below detail the rights and obligations of the company Apply Carbon (the "**Seller**") and its customer (the "**Buyer**") in the context of the sale of products and services provided by the Seller. Any order placed implies the Buyer's unreserved acceptance of these general terms and conditions of sale, unless special conditions are agreed in writing by the Seller to the Buyer. These general terms and conditions of sale shall prevail over any other document of the Buyer, and in particular over any general terms and conditions of purchase, even if the Seller has not expressly objected to them, unless the Seller expressly agrees otherwise. In the event that any of the general terms and conditions of sale are modified in writing, all other unmodified terms and conditions shall remain binding on both parties. Any modification is only valid for the transaction for which it was agreed. Any agreement made by the Seller's representatives shall only become valid after written confirmation of its acceptance. The Seller may, moreover, establish categorical general conditions of sale, derogating from the present general conditions of sale, depending on the type of clientele considered, according to criteria which shall remain objective. Operators meeting these criteria will then have these categorical general sales conditions applied.

2. Goods are normally sold on the basis of samples and/or specifications specified in writing. The order must be confirmed in writing, by means of a purchase order, duly signed and transmitted by email, fax or post. This order is understood to be any order for our products listed in our price list, accepted by the Seller, accompanied by payment of any deposit stipulated on the order form. As soon as it is received, it is irrevocable. The sale is only complete once the Seller has expressly accepted the Buyer's order in writing. The prices are fixed by the price list in force on the day the order is placed. They are always tax excluded and Incoterms 2020 FCA "Seller's premises" based.

3. Delivery times are indicative unless otherwise agreed in writing at the time of sale. Unless otherwise agreed, delays in delivery do not lead to the cancellation or modification of the order. They won't give rise to compensation. Penalty clauses appearing on our customers' commercial papers shall not be binding on the Seller. The execution deadlines appearing in an order are only accepted by the Seller and are only binding on him under the following conditions: compliance by the Buyer with the payment conditions and the payment of deposits, if applicable, timely supply of technical specifications, absence of delays in the studies or preparatory work, absence of force majeure, social, political, economic or technical events hindering the operation of our factories or their supply of components, energy or raw materials.

4. Unless otherwise agreed, the Seller's premises shall be the place of delivery and the place of transfer of risk in accordance with the INCOTERMS 2020 - FCA "Seller's Premises" rules, as published by the International Chamber of Commerce. The details of the delivery premises shall be stated in the order confirmation; failing this, these details shall be deemed to be those of the Seller's registered office. The Parties may agree, in writing, to subject a particular transaction to Incoterms rules different from those provided for in these general conditions. In this case, the Parties shall refer to the Incoterms as published by the International Chamber of Commerce and in the version in force at the date of conclusion of their agreement, which shall apply only to the transaction for which it has been concluded. The transfer of ownership of the goods shall in all cases be governed by Article 11 of these general conditions. The Seller may make partial and advance deliveries and invoice them separately (partial invoices).

5. Without prejudice to the measures to be taken by the Buyer with regard to the carrier as described above, in the event of apparent defects or shortages, any claim, of whatever nature, concerning the products delivered, will only be accepted by the Seller if it is made in writing, by registered letter with acknowledgement of receipt or by delivery by carrier against discharge,

within a period of three (3) days as from the taking of possession in accordance with Article L.133-3 of the French Commercial Code. In the event of a complaint sent by email, it must be sent by post. It is the Buyer's responsibility to provide all proof of the reality of the defects or shortages observed. The fact of negotiating on claims concerning defects does not imply the waiver by the Seller of the objection of having been informed too late of the defect or that the defect was not sufficiently specified. No return of goods may be made by the Buyer without the express prior written consent of the Seller, obtained in particular by fax or e-mail. The Seller shall only be liable for the cost of returning the goods in the event that an apparent defect or shortage is actually found by the Seller or its agent. Only the carrier chosen by the Seller is authorised to return the products concerned. When, after inspection, an apparent defect or shortage is actually found by the Seller or its agent, the Buyer may only ask the Seller to replace the non-conforming items and/or to make up for the shortages at the Seller's expense, without the latter being able to claim any compensation or to cancel the order. The complaint made by the Buyer under the conditions and according to the procedures described in this article does not suspend the payment by the Buyer of the goods concerned.

6. All deliveries assume that the goods are of a quality that is customary in the trade. Deviations in quality from the specifications mentioned in the order confirmation are possible due to the characteristics of the raw materials, which are not always exactly the same. Such deviations due to the raw materials, which are customary in the trade, shall not constitute a defect for which the Seller shall be liable. In the case of goods made from recycled materials supplied by the Buyer, the Seller gives no guarantee as to the purity and composition of the recycled product and accepts no liability in this respect. Without prejudice to this exclusion, the Buyer shall be entitled to assert his rights under the warranty, other than for the apparent defects mentioned in paragraph 5 above, within a maximum period of three (3) months from the delivery of the goods. Any modification or transformation of the goods shall result in the Buyer's definitive waiver of the Seller's warranty. Unless expressly agreed otherwise, the Seller does not provide any time warranty relating to a certain life span or performance warranty for the goods. In the event of unjustified complaints that lead to lengthy inspections, the costs of the inspections may be charged to the Buyer. The assertion of warranty claims does not release the Buyer from his obligation to pay. The Seller shall not be liable for any damage resulting from the Seller's failure to comply with his obligations.

7. The Seller shall only be liable for damage caused to the Buyer in the event of intent or gross negligence on his part or on the part of one of his employees. Any liability for loss of profit, consequential damage or damage resulting from the rights of third parties is excluded. The Seller accepts no liability for indirect damage, damage aggravated by or resulting from an act or omission of the Buyer or any person acting on his behalf and for his account, and damage resulting from wear and tear caused by use, improper handling, subsequent work by third parties or conditions which are not within the scope of normal use. The information contained in texts, pictures and sales talks is non-binding for the Seller and does not release the Buyer from the responsibility to check the suitability of our products for the intended processes and purposes. The Seller shall only be liable for a breach of his duty to advise if he has acted with gross negligence. The Seller assumes no liability for the use of the goods for a specific purpose or for their compliance with the Buyer's requirements which have not been specifically contracted for and checked.

8 All invoices are payable according to the due date agreed in writing. If no payment date has been agreed in writing, the goods are payable in cash, in full, on delivery. Any sum not paid on the due date shall automatically and without notice of default bear interest at a rate equal to three times the legal interest rate, but not less than 12% per annum. Even if no statement of account is sent to the Buyer, the Buyer is obliged to respect the payment deadline. All costs incurred in the collection of debts shall be borne by the Buyer. The drawing and/or acceptance of bills of exchange or other negotiable documents does not constitute a novation of the claim and

does not derogate from these terms and conditions of sale. In the event of non-payment on the due date, in addition to interest on arrears, the Buyer shall be liable, ipso jure and without notice of default, to pay a fixed indemnity by way of collection costs equal to 5% of the unpaid amounts with a minimum of €50 per unpaid amount. The Seller may request additional compensation from the Buyer if the collection costs actually incurred exceed this amount, upon presentation of the relevant documents. The non-payment of a single invoice on its due date automatically renders the balance due on all other invoices, even if not due, payable. In the event that a customer places an order with the Seller without having paid for the previous order(s), the Seller may refuse to honour the order and deliver the goods concerned, without the Buyer being able to claim any compensation whatsoever, for whatever reason.

9. if it appears to us that the solvency of the Buyer is deteriorating, in particular if there are safeguard measures or receivership measures taken against the Buyer and/or in the event of events that make it more difficult or impossible for the Buyer to fulfil his obligations, we reserve the right, even if the goods have already been fully or partially dispatched, to suspend the order in whole or in part and to demand performance guarantees from the Buyer. If the Buyer refuses, we reserve the right to cancel the order in whole or in part. This is without prejudice to our right to claim damages.

10. These terms and conditions and any non-contractual disputes arising out of or in connection with them shall be governed by and construed in accordance with French law and the parties agree that the French courts shall have exclusive jurisdiction to hear any dispute arising out of or in connection with these terms and conditions and any non-contractual disputes arising out of or in connection with them, without prejudice to the Seller's right to bring proceedings against the Buyer in any other competent court.

**11. RETENTION OF TITLE CLAUSE**

The transfer of ownership of our products is suspended until full payment of the price thereof by the Buyer, in principal and accessories, even in the event of the granting of payment deadlines. Any clause to the contrary, in particular inserted in the Buyer's general terms and conditions of purchase, shall be deemed unwritten, in accordance with Article L. 624-16 of the French Commercial Code. By express agreement, the Seller may enforce its rights under this retention of title clause, for any of its claims, on all of its products in the Buyer's possession, the latter being conventionally presumed to be those unpaid, and the Seller may take them back or claim them as compensation for all of its unpaid invoices, without prejudice to its right to terminate the sales in progress. In the event of resale, the Buyer undertakes to notify the Seller immediately to enable him to exercise his right to claim the price from the third party purchaser. The resale authorisation is automatically withdrawn in the event of the Buyer's receivership or liquidation. The Buyer shall be entitled to process the delivered goods within the scope of the normal operation of his business. In the event of processing, the Buyer undertakes to pay the Seller immediately the part of the price still due. The Buyer hereby assigns ownership of the object resulting from the processing in order to secure the rights of the Seller as provided above. In the event of seizure or any other intervention by a third party, the Buyer shall be obliged to notify the Seller immediately. The processing authorisation shall be automatically withdrawn in the event of the Buyer's receivership or liquidation. The Seller may also demand, in the event of non-payment of an invoice on the due date, the cancellation of the sale after sending a simple formal notice. Likewise, the Seller may unilaterally, after sending a formal notice, draw up or have drawn up an inventory of its products in the possession of the Buyer, who undertakes, from the outset, to allow free access to its warehouses, shops or other premises for this purpose, ensuring that identification of the products is always possible. Any advance payments received by the Seller may be retained by the Seller to cover any losses arising from the resale of the goods.