

TERMS AND CONDITIONS OF SALE AUTOMOTIVE AND AERONAUTICS

1. DEFINITIONS

In the present general terms and conditions of sale, the following definitions shall apply:

"Buyer" means the person or entity identified on the Buyer's purchase order or, if different, on the Supplier's offer, acknowledgement or confirmation of order.

"Order": Order by which the Buyer requests delivery of a product or service.

"Intellectual Property Rights" means all copyrights, trademark rights, trade secret rights, patent rights, moral rights and other recognized intellectual property and proprietary rights, present and future, in any jurisdiction, including filings, applications, renewals and extensions of such rights.

"writing" means any paper document, facsimile, or electronic writing.

"Supplier" means HellermannTyton S.A.S., having its registered office at 2 rue des Hêtres, 78190 Trappes, registered in the Versailles Trade and Companies Register under number 612 056 549, and its affiliated companies.

"Offer" means a document issued by the Supplier to the Purchaser, describing the details of the Products and the prices offered to the Purchaser which are in force at the date of the offer.

"Party(ies)" means the Supplier and/or the Purchaser.

"Products": refers to Standard Products (i.e. products whose technical characteristics are defined by the Supplier) or Custom Products (i.e. parts whose technical characteristics are specified by the Buyer)(together).

2. GENERAL

In accordance with Article L 441-6 of the French Commercial Code, these general terms and conditions of sale constitute the sole basis of the commercial relationship between the parties. They apply without restriction or reservation to all sales concluded by the Supplier with the Purchaser, regardless of any clauses that may appear in the Purchaser's documents, and in particular its general terms and conditions of purchase.

The information contained in the Supplier's catalogs, prospectuses and price lists is given for information only and may be revised at any time. The Supplier is entitled to make any changes it deems necessary.

The publication of the general terms and conditions of sale on the Supplier's website complies with the legal obligation to communicate general terms and conditions. The most recent version of the general terms and conditions of sale will be applicable to the relationship, and may be freely consulted by the Purchaser at the address "www.hellermanntyton.fr", under the heading general terms and conditions of sale.

In accordance with current regulations, the Supplier reserves the right to derogate from certain clauses of these General Terms and Conditions of Sale, depending on the negotiations conducted with the Buyer, by drawing up Special Terms and Conditions of Sale.

All orders for Products imply acceptance by the Purchaser of these General Terms and Conditions of Sale. Any waiver of any of these terms and conditions must be expressly accepted in writing by the Supplier. Any such derogation applies only to the contract or order for which it has been accepted.

3. INFORMATION AND ADVICE

In accordance with Article 1112-1 of the French Civil Code, the Supplier is bound by an obligation to provide information and advice to the Purchaser. To enable the Supplier to properly fulfil its obligation to provide information and advice, the Purchaser undertakes to express its needs, constraints, objectives and challenges for each order placed with the Supplier as clearly and exhaustively as possible, throughout the performance of the contract. In this respect, the Purchaser has an essential role to play in identifying the target to be reached and in arbitrating the choices, both technical and functional, that the performance of the contract will require. The Purchaser also undertakes to provide the Supplier with the information, documentation, resources and/or elements required to understand its expectations.

4. CONTRACTUAL DOCUMENTS

The following are an integral part of the contract, in the event of contradiction, in order of priority:

- price offer,
- special conditions agreed by both parties,
- the present terms and conditions,
- the order accepted by any means, in particular by acknowledgement of receipt or order confirmation,
- the Supplier's documents supplementing the present general terms and conditions,
- studies, estimates and technical documents communicated prior to the formation of the main contract and accepted by the parties,
- delivery note,
- the invoice.

5. OFFERINGS AND ORDERS

5.1 Unless otherwise specified in the offer, it shall automatically expire 180 calendar days after its date of issue. However, the Supplier may withdraw its offer at any time prior to its acceptance by the Purchaser. Offers for Custom Products may depend on certain information or circumstances, including information provided by the Buyer. If the information or circumstances on which the offer is based change, the Supplier may adjust its offer accordingly. The prices, information and characteristics appearing in catalogs, circulars, prospectuses, technical data sheets or other documents are given for information purposes

only and may under no circumstances be considered as firm offers. The Supplier reserves the right to make any modifications or improvements it deems necessary to any standard equipment, at any time and without prior notice, without the Purchaser being entitled to claim any prejudice whatsoever.

5.2 **Capacities:** in view of industrialization and validation lead times, the capacities indicated in the Supplier's offer are indicative. The Purchaser must request confirmation of these capacities no later than twelve (12) months before the first order. On this occasion, the Supplier will check the capacity forecast on the day of the order and any economic impact.

5.3 Sales are concluded only after express written acceptance of the Purchaser's order by the Supplier. Orders must be confirmed at least 7 days before the collection date for customers with EXW / FCA incoterm and 10 days before the delivery date for customers with Franco/DDP / DAP incoterm. If the order differs from the offer, it will only be effective to the extent of this express acceptance by the Supplier, in accordance with article 1118 of the French Civil Code. Any dispute concerning price, lead time, packaging, or any other information mentioned on the acknowledgement of receipt sent by the Supplier must be made by the Purchaser within 48 hours of receipt of the document, the absence of a dispute being deemed acceptance.

5.4 **Mandatory information:** For Custom-made Products, the Purchaser must confirm the Supplier's assignment in writing at least nine (9) months before the series start-up date (DMS), and communicate the series start-up date (month, year), the annual quantity to be produced and details of the ramp-up over the first 6 months. In the absence of this information, the Supplier does not guarantee that the Products will be produced in the quantities and within the timescales required, and declines all liability in the event of late delivery and any additional costs or line stoppage charges.

5.5 **Open orders.** An open order is defined as an order in which the Buyer makes no firm commitment as to the quantity of Products or the schedule of services or deliveries, and which is to be followed by delivery calls. It is limited in time by the agreed deadline. The Buyer undertakes to transmit forecast requirements with regard to the standard lead times specific to each reference and stipulated in the price offer or in the latest version of the price list. Needs must be updated at least once a week. Prices and other conditions are defined on the basis of the forecast quantities announced by the Purchaser.

5.6 **Order modification:** Any modifications requested by the Purchaser will only be taken into account, within the limits of the Supplier's possibilities and at its sole discretion, if they are notified in writing within a reasonable time prior to the date scheduled for delivery of the Products ordered and after signature by the Purchaser of a specific purchase order. Such modifications, in particular concerning the Products themselves, incoterms, delivery times, quantities or materials, are subject to the express agreement of the Supplier, who will inform the Purchaser of the consequences on commercial conditions, in particular in terms of stock, costs and lead times.

5.7 Prices are calculated on the basis of the quantities estimated or agreed by the parties at the time of the offer. In the event of a significant drop in order volumes, product prices will be updated.

In the event of corrections made by the Purchaser to the 6-month forecast estimates of the global open order schedule or delivery notes provided by the Purchaser, the Supplier, subject to capacity, may adjust its production volume within the following limits:

- from 6 months to 3 months before the agreed delivery date: increases in part quantities will be accepted up to 50% (i.e. if 100pcs have been planned, the supplier will manufacture up to 150pcs).
- from 3 months to 3 weeks before the agreed delivery date: increases in the quantity of parts will be subject to written acceptance by the Supplier (I) up to 20% for parts manufactured in Trappes (France) and (II) depending on stock and supply lead times for parts manufactured outside Trappes (France).
- less than 3 weeks before the agreed delivery date, quantity increases are refused unless the Supplier agrees in writing.

5.8 Requests for modifications requested by the Purchaser, relating to an open order (beyond the authorized 20% variation) or to a firm order (outside the standard lead times stipulated in the price quotation) can only be taken into account, within the limits of the Supplier's possibilities and at its sole discretion, if they are (I) notified in writing, in the form of a specific purchase order which (II) stipulates the payment of a fixed fee of 250€.

6. BILLING - PRICES

6.1 Products are supplied at the Supplier's prices in force on the day the order is placed, and, where applicable, in the specific commercial proposal sent to the Buyer.

Prices will be revised in the event of an increase of more than 10 points in the PA 6.6 mercurial index (Source ICIS PRICING), as published by the Fédération de la plasturgie et des composites. The price variation will be calculated according to the impact on part weight. The new prices will be communicated in January and July for application on February 1 and August 1 respectively.

6.2 On the other hand, in the event of the occurrence of an event beyond the control of the parties which compromises the balance of the contract to such an extent as to render the performance of its obligations prejudicial to one of the parties, the parties agree to negotiate in good faith the appropriate modification of the contract. Such events may include changes in customs duties, exchange rates or legislation, energy and transport costs, etc..

Should the Purchaser fail to take into account the updated or negotiated prices in its orders, the Supplier reserves the right to suspend deliveries.

6.3 Sales prices are always in euros, exclusive of tax and "ex works" according to the rates in force on the date of delivery (EXW 15 rue des Osiers Coignières, France, according to Incoterms in force at the time the contract is concluded). They are calculated in consideration of the quantities estimated or agreed by the parties at the time of the order. In the event of a significant drop in production volumes, product prices will be updated.

6.4 The cost of packaging and transporting the Products sold shall be borne by the Buyer. Any request for a certificate of conformity will be invoiced at 15 euros per delivery call. Any study, in particular of layout, compatibility, assembly or relating to the development of specific tooling, accepted and undertaken at the request of the Buyer will be invoiced. Any modification of the order by the Buyer may lead to a modification of the agreed prices.

6.5 All invoices are deemed to be due in full to the Supplier if the Purchaser does not contest them in writing within one clear month of the invoice date.

7. TERMS OF PAYMENT

7.1 Payment terms. For Buyers who do not have an account with us, for first-time buyers, or for Buyers whose account is no longer active, payment shall be made in advance by bank transfer.

For account Buyers, payment is due 45 days from the invoice date, end of month.

7.2 Discount. Unless expressly agreed in advance by the Supplier, no discount will be granted for cash or advance payment.

7.3 Partial delivery. In the event of partial delivery, an invoice will be issued and payment must be made in accordance with the aforementioned conditions.

7.4 Exports. For exported Products, the Supplier reserves the right to require payment by irrevocable letter of credit, confirmed by a bank of first choice in France, or payment in advance by bank transfer.

7.5 Late payment. Any delay in payment in relation to the contractual date automatically entails, without formal notice, the application of late payment interest equal to 3 times the legal interest rate. A flat-rate indemnity for collection costs of €40 will also be due, as well as additional compensation if the collection costs incurred exceed the amount of the flat-rate indemnity. However, interest of less than €30 will not be due if the delay is unique or if the delay has been justified by the Buyer. It is the responsibility of the defaulting debtor to pay the amount of interest on arrears and the flat-rate collection costs on payment of the invoice.

7.6 Non-payment of an invoice on its due date will render payment of all others immediately due, even if they have given rise to bills of exchange already in circulation. In special cases, the Supplier reserves the right to request advance payments, or to accept orders only against cash on delivery, cash on collection or advance payment by bank transfer. The Supplier reserves the right, in the event of non-compliance with payment deadlines, to temporarily block or close a Buyer account, or to suspend deliveries of Products or the performance of services resulting from orders placed subsequently.

7.7 Debit note. The Purchaser expressly refrains from any practice consisting in automatically debiting or automatically invoicing the Supplier for sums which have not been expressly recognized by the Supplier as due under its liability. Any automatic debit constitutes an unpaid amount giving rise to the application of the above provisions relating to late payment, and is liable to engage the Purchaser's liability under Article L442-1 of the French Commercial Code. The Supplier's invocation of either or both of these provisions does not deprive it of the right to enforce the retention of title clause.

7.8 Special supplies and tools. For special supplies and tooling, a deposit of 30% is required at the time of order. If local legislation requires the Supplier to collect any tax from the Purchaser, this amount will be added to the Purchaser's invoice and the Purchaser must pay it, unless the Purchaser provides the Supplier with valid proof of tax exemption. Any proof of exemption provided by the Purchaser which is subsequently found to be invalid shall oblige the Purchaser to pay the tax previously due.

7.9 Subcontracting. When the contract is part of a chain of company contracts within the meaning of law no. 75-1334 of December 31, 1975, the Purchaser is legally obliged to have the Supplier accepted by its own principal. It is also obliged to have the Supplier's terms of payment accepted by the latter. If the principal is not the final Purchaser, the Purchaser undertakes to require the latter to comply with the formalities of the 1975 law. In accordance with article 3 of the law of 1975, the absence of presentation or approval makes it impossible for the Purchaser to invoke the contract against the Supplier. This applies in particular to claims relating to any failure to comply with specifications. However, in accordance with the aforementioned article, the Purchaser remains bound to the subcontractor to perform its contractual obligations. For the purposes of these general terms and conditions, the law of 1975 is considered to be the international police law applicable through the intermediary of the Purchaser to foreign principals.

8. DELIVERY AND RETURN

8.1 Variability of quantities of pieces per carton: the Buyer acknowledges that the quantity of pieces per carton may vary within the following limits: pieces under 5g: -5% to +5%, pieces from 5g to 10g: -2.5% to +2.5%, pieces over 10g: +1%.

8.2 Packaging. Products are delivered in standard packaging. For orders for Products that do not correspond to the Supplier's standard specifications, it is the Purchaser's responsibility to provide the Supplier with all information and specifications necessary to enable the Supplier to supply them. The Purchaser shall bear all the consequences of any errors or omissions in the information or specifications thus supplied. Non-returnable packaging is not taken back by the Supplier. Packaging complies with environmental regulations applicable to the destination of the Products. The Purchaser undertakes to dispose of the packaging in accordance with local environmental legislation.

8.3 Delivery times. For custom-made products, the standard delivery time for pre-production parts is 10 weeks and for production parts 12 weeks from the date of order. The Buyer is informed that delivery times are given as an indication only. In the event of late delivery in relation to contractual deadlines, and if special agreements stipulate penalties, these may under no circumstances exceed 0.5% per complete week of delay, with a maximum total of 5% of the ex-works value of the Products whose delivery is late. These penalties are in the nature of liquidated damages and are exclusive of any other sanction or indemnity. In the event of a delay of more than 3 months, the Purchaser may request the cancellation of the sale. The Supplier is automatically released from any commitment relating to delivery times if the payment conditions have not been observed by the Purchaser or in the event of Force Majeure as defined below.

8.4 The Supplier shall not be held liable in the event of non-receipt of programs. Similarly, the Purchaser is responsible for the accuracy of the information sent, in particular by EDI. If these data are erroneous, the Supplier cannot be held responsible for non-delivery, late or early delivery, or errors in quantities.

8.5 No returns will be accepted without the Supplier's prior written consent, and on the express condition that the goods are in the condition in which they were delivered, unused, unprocessed and in their original packaging. Under no circumstances will Products that have been specially manufactured be taken back or exchanged.

Return postage is at the Buyer's expense. A minimum contribution of 20% of the selling price of the returned goods will be charged to the Buyer. In the event of a dispute, the Buyer must pay the invoice for the undisputed amount on the normal due date.

9. EXPORT AND IMPORT CONTROLS

The Purchaser shall be responsible for all regulations governing the export of parts incorporated into its Products, and may not invoke Force Majeure or any other exonerating cause in the event of an import ban on such materials or their components. The Purchaser is required to inform the Supplier in advance of the existence of such regulations when they are applicable to its Products or services and entail obligations for it.

The Supplier shall not be liable for any delays or other consequences resulting from the application of these regulations. Contractual deadlines are extended by the time required to obtain authorizations. In all cases, the invoice must be paid in accordance with the terms of these general terms and conditions of sale or the special terms and conditions.

10. RETENTION OF TITLE - TRANSFER OF RISK

WITH REGARD TO RETENTION OF TITLE, THE PURCHASER ACCEPTS THAT THE PRODUCTS REMAIN THE PROPERTY OF THE SUPPLIER UNTIL FULL PAYMENT OF THEIR PRICE, NOTWITHSTANDING THE ACCEPTANCE OF ANY BILL OF EXCHANGE, PAYMENT BEING CONSIDERED COMPLETE ONLY ON THE DATE OF EFFECTIVE COLLECTION OF THE CORRESPONDING PAYMENT INSTRUMENT. FAILURE TO PAY ON ANY OF THE DUE DATES MAY RESULT IN THE PRODUCTS DELIVERED BEING RECLAIMED. FOR THESE REASONS, THE BUYER IS PROHIBITED FROM DISPOSING OF THE PRODUCTS IN ANY WAY WHATSOEVER. IN THE MEANTIME, THE PRODUCTS MUST REMAIN INDIVIDUALIZED IN THE BUYER'S WAREHOUSES OR WORKSHOPS.

All risks relating to the Products, including those of loss or destruction, are transferred to the Purchaser at the time the Products are handed over to the carrier by the Supplier or picked up by the Purchaser. The Purchaser undertakes to take out insurance covering the transport and storage of the Products for their purchase value, as well as insurance covering damage after delivery.

11. FORCE MAJEURE

Neither party shall be liable for any delay in performance or failure to perform any of its obligations hereunder, provided that such delay in performance or failure to perform results from events or circumstances beyond the control of the defaulting party, such as earthquake, cyclone, mobilization, state of war, riot, act of terrorism, embargoes and strikes, even partial, whatever the cause, lock-out of the seller's factories or of the industries or public services contributing to their supply or operation, epidemic, shortage of manpower or components, interruption or slow-down of means of transport of any kind, fire, flood, manufacturing or transport accident, tooling breakdown, shortage of raw materials, energy, etc....

The defaulting party shall inform the other party in writing without delay of the reason for the delay and its probable duration. Notwithstanding the foregoing, the defaulting party will endeavor to mitigate the effect of an event of Force Majeure on the performance of its obligations. The suspension of obligations shall under no circumstances be a cause of liability for non-performance of the obligation in question, nor lead to the payment of damages or penalties for delay.

12. INEXECUTION - RESOLUTION

12.1 In the event of sufficiently serious non-performance of any of the obligations incumbent upon the other Party, the Party suffering the default may notify the Defaulting Party by registered letter with acknowledgement of receipt, of the wrongful termination of the present contract, 90 days after the sending of a formal notice to perform which has remained unsuccessful, in application of the provisions of article 1224 of the French Civil Code.

12.2 Compulsory performance. Notwithstanding the provisions of article 1221 of the French Civil Code, the Parties agree that in the event of either Party failing to meet its obligations, the defaulting Party will not be entitled to request enforcement. As an express exception to the provisions of article 1222 of the French Civil Code, in the event of either Party failing to fulfill its obligations, the defaulting Party may not itself have the obligation

performed by a third party, at the defaulting Party's expense. In the event of non-performance of any of the obligations incumbent on the other Party, the defaulting Party may request termination of the contract in accordance with the terms and conditions set out in the present article.

12.3 It is expressly agreed between the Parties that the debtor of an obligation to pay under the terms of the present agreement will be validly put in default by the mere payability of the obligation, in accordance with the provisions of article 1344 of the French Civil Code.

12.4 In addition, should the Purchaser wish to terminate the Order for convenience, i.e. without any default attributable to the Supplier, the Purchaser shall officially inform the Supplier of its intention to terminate the Order, said termination becoming effective six (6) months from receipt by the Supplier of the notification. Within three months of the effective date of termination of the Order, the Purchaser undertakes to reimburse the Supplier, on the basis of the information and supporting documents provided by the Supplier, for the following items:

- Operating stock and work-in-progress,
- Safety stock of finished products, if any,
- Raw materials up to 3 months' stock,
- Components and sub-assemblies specially manufactured or purchased by the Supplier as part of the implementation of the order,
- Costs and investments incurred by the Supplier in connection with the implementation of the order, and not amortized at the effective date of termination of the order,
- Complaints from HellermannTyton suppliers.

In any event, any advance payments already made shall be retained by the Supplier.

13. QUALITY

The Supplier's commitments in terms of Quality and Warranty are defined in the Supplier's Quality Agreement (in its latest version).

14. LIABILITY

14.1 Definition. The Supplier's liability is strictly limited to compliance, by itself or its subcontractors, with the contractual specifications expressly agreed. The Supplier shall carry out the material or service requested by the Purchaser in accordance with the best practices of its profession. The Purchaser is responsible for the use of the Product under normal foreseeable conditions of use and in accordance with the safety and environmental legislation in force at the place of use of the final Product. The Buyer will always undertake studies of layout, compatibility and assembly. The operating characteristics of an assembly are the Purchaser's responsibility. In the event that the Supplier agrees to carry out certain layout, compatibility or assembly studies, it may only be held liable in the event of gross negligence on its part in failing to comply with the rules of the trade. The Supplier declines all responsibility for the quality of pre-series products which may be included in a set made commercially available by the Purchaser.

14.2 Limitations. The Supplier shall not be obliged to compensate for the harmful consequences of any fault on the part of the Purchaser or third parties relating to the performance of the contract, nor for any damage resulting from the use by the Purchaser of technical documents, information or data emanating from or imposed by the Purchaser.

The Supplier's total liability, if any, for all causes (warranty, contractual fault, tort) with the exception of personal injury and gross negligence, is limited to a sum not exceeding the purchase price paid by the Purchaser for the Product, the batch to which the non-conforming Product belongs and/or the services for which a claim has been made. Under no circumstances will the Supplier be liable to compensate for direct and/or indirect consequential damages (such as loss of business, loss of profit, loss of opportunity, commercial loss, loss of profit, etc.) whether such damages arise from or result from a breach of contract, warranty, tort (including negligence), strict liability or otherwise, and even if the contract fails to achieve its essential purpose. In the event that penalties and indemnities have been mutually agreed, they shall have the value of a lump-sum, dischargeable indemnity and shall be exclusive of any other penalty or indemnity.

14.3 Enforcement. The Supplier's liability may only be incurred if the Purchaser has first demonstrated the existence of the damage, the existence of a fault on the part of the Supplier and the fact that the damage was caused by this fault, these elements only being able to be established, in the absence of a court decision having the force of law, by a previously negotiated and agreed settlement, in compliance with legal requirements. Any action hereunder must be brought within one year of the date on which the event giving rise to the action occurred.

14.4 Waiver of recourse. The Purchaser waives recourse and guarantees the waiver of recourse by its insurers and third parties in a contractual relationship with it, against the Supplier or its insurers, beyond the limits and exclusions determined in these general terms and conditions.

15. PRIVACY

In the course of preparing and executing the order, the parties will have access to confidential information, and they therefore undertake to respect a general obligation of confidentiality with regard to the elements exchanged. If a confidentiality agreement is signed, it must include reciprocal undertakings by the parties.

16. INTELLECTUAL AND INDUSTRIAL PROPERTY

UNLESS EXPRESSLY AGREED OTHERWISE IN WRITING, THE SUPPLIER DOES NOT TRANSFER TO THE BUYER ANY OWNERSHIP RIGHTS TO ANY PATENTS, COPYRIGHTS, TRADEMARKS, TECHNOLOGIES, PLANS, SPECIFICATIONS, DRAWINGS OR ANY OTHER INTELLECTUAL PROPERTY RELATING TO THE PRODUCTS AND/OR SERVICES. IN THE EVENT OF A LICENSE AGREEMENT, THE RIGHTS GRANTED ARE NON-EXCLUSIVE, NON-SUBLICENSABLE, NON-TRANSFERABLE AND LIMITED TO THE AGREED USE ONLY.

Drawings, diagrams, specifications, technical and commercial nomenclatures, recommendation documents, test results, industrial catalogs, brochures, notices, patents, models and drawings communicated to the Purchaser remain the property of the Supplier. They are communicated within the framework of a loan for use, the purpose of which is the evaluation and discussion of the commercial offer. These documents must be returned to the Supplier on first request or at the end of the contract.

The execution of the order does not entail the transfer to the Buyer of the intellectual property of these documents and the rights attached to them. Consequently, the Buyer may not disclose or dispose of them, except under a specific contract.

If studies carried out at the Buyer's request, or on the basis of documents supplied to the latter, are not followed by an order, the costs incurred will be invoiced and the documents must be returned.

Any clause by the Buyer stipulating the automatic transfer to him of rights solely as a result of a commercial relationship shall be deemed unwritten.

The Buyer undertakes not to use, for the execution of the order, intellectual property rights belonging to a third party without the prior written authorization of this third party. Any rights or royalties which may be due for such use shall be borne exclusively by the Purchaser. Consequently, the Purchaser shall hold the Supplier harmless against any claim, dispute or action brought by third parties, in any place whatsoever, based on infringement, unfair competition or any similar action relating to the Supplier's use of intellectual property rights.

All documents, information, text, graphics, images, photographs or any other content published on the hellermanntyton.fr website are the exclusive property of the Supplier.

17. SPECIFIC TOOLS

The Supplier's commitments concerning the design, manufacture, invoicing, use, maintenance and destruction of molds are defined in the Supplier's General Conditions for Molds (in their latest version in force).

18. SPARE PARTS

During series production, the price of spare parts will be the series price plus any additional costs justified by specific handling or logistical constraints. The price of spare parts to be delivered after the end of series production will be negotiated between the Parties no later than 3 months before the end of series production, taking into account additional costs to cover the non-continuous production of batches, as well as specific packaging and logistics constraints. The production of spare parts will be guaranteed for a period of 10 years after the end of serial production.

19. REFERENCES

The Supplier may use the Purchaser's name to promote its Products. Thus, the Purchaser accepts that the Supplier may refer to its name, its corporate name, a logo or a registered trademark of the Purchaser on any media support, including all Internet sites, throughout the world. The Purchaser may, however, inform the Supplier by any written means and at any time of its refusal and/or request the withdrawal of the aforementioned reference.

20. DATA PROTECTION

The protection and security of personal data are extremely important. Consequently, the Supplier undertakes to protect the Buyer's private sphere and to treat the Buyer's data with the utmost confidentiality. The Supplier is responsible for the processing of the Purchaser's personal data and is, in this capacity, responsible for the processing of such data in accordance with applicable data protection laws and provisions.

To find out how the Supplier processes the Buyer's personal data, to be informed of the Buyer's rights with regard to such data, and to learn more about cookies, the Buyer may freely consult the Privacy Policy accessible on the Supplier's website, under the heading "www.hellermanntyton.fr/confidentialité". The Supplier reserves the right to regularly update this Privacy Policy by updating its website, which the Purchaser expressly accepts. No modification of the conditions defined in this Privacy Policy will be accepted unless specifically agreed in writing by the Supplier.

21. ENVIRONMENT

The Supplier, subject to the principle of extended responsibility, is registered with the French Agency for Ecological Transition (ADEME) under the number :

- FR200189_03JJWA for papers
- FR200189_01BBZM for household packaging
- FR027719_05LSIY for WEEE

These numbers guarantee that the Supplier, by joining eco-organizations, complies with its regulatory obligations under Article L 541-10 of the French Environmental Code.

22. DOCUMENTATION

All documents and/or revisions of documents mentioned by the Purchaser, of the CSR - Customer Specific Requirement - type, must be sent to the Supplier by e-mail. These documents, which contain a wide range of subjects, are analyzed by the departments concerned, and are applied only with the Supplier's written agreement.

23. MISCELLANEOUS PROVISIONS

The fact that the Supplier does not invoke any of the clauses of the general terms and conditions at a given time may not be interpreted as a waiver of the right to invoke them at a later date.

The invalidity of any of the clauses of the present conditions shall not affect the validity of the other clauses.

24. PROOF AGREEMENT

The Parties agree to consider messages received by fax or electronic means, and more generally electronic documents exchanged between them, as original writings within the meaning of Article 1366 of the French Civil Code, i.e. as having the same value as that accorded to the original. The Parties agree to keep faxes or writings in such a way that they may constitute reliable copies within the meaning of article 1379 of the French Civil Code.

25. APPLICABLE LAW - JURISDICTION

BY EXPRESS AGREEMENT BETWEEN THE PARTIES, THESE GENERAL TERMS AND CONDITIONS OF SALE AND THE RESULTING SALES AND PURCHASE TRANSACTIONS ARE GOVERNED BY FRENCH LAW. THEY ARE WRITTEN IN FRENCH. SHOULD THEY BE TRANSLATED INTO ONE OR MORE LANGUAGES, ONLY THE FRENCH TEXT WILL BE DEEMED AUTHENTIC IN THE EVENT OF A DISPUTE.

IN THE EVENT OF A DISPUTE, THE PARTIES UNDERTAKE TO NEGOTIATE AN AMICABLE SETTLEMENT USING, IF NECESSARY, THE MEDIATION SERVICES OF THE CENTRE DE MÉDIATION DE LA FILIÈRE AUTOMOBILE (CMFA) LOCATED IN PARIS. THE PROCEDURAL LAW OF THIS LOCATION APPLIES WHEN THE RULES ARE SILENT. THE LANGUAGE USED IN THE ARBITRATION PROCEEDINGS SHALL BE ENGLISH OR FRENCH, AT THE OPTION OF THE PARTIES.

IN THE ABSENCE OF AMICABLE AGREEMENT, THE TRIBUNAL DE GRANDE INSTANCE DE VERSAILLES WILL HAVE JURISDICTION TO HEAR THE DISPUTE, PARTICULARLY IN THE EVENT OF A WARRANTY CLAIM OR MULTIPLE DEFENDANTS.