

PREAMBLE

In accordance with the terms of article L.441-1 et seq. of the French Commercial Code, the present general terms and conditions of sale constitute the basis of the commercial relationship between our company, MECATRANS, and the Customer, without restriction or reservation, when selling products or providing services. They take precedence over any other general terms and conditions of purchase that may be applied by the Customer, unless expressly agreed otherwise by the parties. They are available at any time on our website listed below and can be communicated, without delay, upon request.

In any case, our general terms and conditions of sale shall be transmitted and countersigned by the customer at the opening of his customer account.

CUSTOMER ACCOUNT OPENING

To open a company account, the Customer must provide MECATRANS with the company name, the names and contact details of the contacts deemed useful by MECATRANS, a bank statement, the company details (address, telephone, fax, e-mail, etc.), a K-bis extract or equivalent issued (EBR member) dated less than three months ago, its intra-Community VAT number. This list is not exhaustive.

MECATRANS reserves the right to request any document allowing to evaluate the potential financial risk of the Customer and to impose specific payment conditions.

ORDER - PRINCING

Any information appearing on the tariffs and commercial supports are provided only as an indication. The products and services are provided at the rates in force specified in the specific commercial proposal sent to the Customer. These prices are firm during their period of validity and may be revised only by express agreement of the parties. These prices are net and in euros, excluding VAT. Unless expressly agreed between the parties, these prices do not include transport, nor any customs fees and insurance, which remain the responsibility of the Customer, who is responsible for the shipment.

DISCOUNTS, REBATES AND REFUNDS

Any discount, rebate or refund granted by MECATRANS to the Customer should be specified in express agreement between the parties.

MANUFACTURING - REMOVAL OF GOODS (except case of the delivery is assured by MECATRANS)

Delivery remains the Customer's responsibility. The Customer shall organize the shipment of remanufactured products in accordance with the production schedules determined and expressly validated with MECATRANS. MECATRANS undertakes to inform the Customer without delay in the event of a production delay resulting in late delivery to the Customer. The production and delivery terms and conditions are subject to a specific contractual framework between the parties. From the moment the

products are handed over to the carrier, the risks of loss and deterioration of the products are transferred to the Customer.

PAYMENT TERMS

At the opening of the account, a financial guarantee may be required before the first remanufactured products are made available. Thereafter, the payment terms are fixed at 30 days, end of month, invoice date, by magnetic bill of exchange. Any opening of an account commits the Customer to carry out the formalities with his bank for the treatment. In the event of failure to pay in full by the due date, and without prior notice, penalties for late payment will be added to the principal debt, corresponding to the semi-annual key rate of the European Central Bank in force, increased by 10 points. The customer will also be liable for a fixed recovery fee of 40 euros, without any prior formality, in accordance with Article L.441-10 of the French Commercial Code. This non-payment can also lead to a suspension of the productions planned between the parties. As a penalty clause, MECATRANS may also claim from the Customer an indemnity corresponding to 10% of the outstanding balance.

RETENTION RIGHT AND TRANSFER OF RISK

In accordance with the French Law n°80-335 of May 12, 1980, all our sales of remanufactured products are concluded with reserve of property. The transfer of property to the Customer occurs only after effective and complete payment of the price, in principal and in interests. In the event of non-payment on the due date, and despite formal notice from the customer to fulfil his obligation, the sale is automatically cancelled and the goods must be returned immediately on first request. Our company also benefits from a right of retention, provided for in Article 2286 of the Civil Code, in the event of services rendered remaining unpaid after formal notice.

WARRANTY

With certain exceptions, MECATRANS is not subject to the terms and conditions of the legal warranty and does not apply a so-called conventional warranty. Unless expressly agreed otherwise by the parties, MECATRANS applies the following procedure: As part of our "zero defect" policy, a technical analysis is systematically performed for all quality returns. MECATRANS exchanges the technical results obtained with the customer in order to better understand the previous product returns known to the customer. MECATRANS and the Customer agree to explore all possible corrective developments in order to guarantee a flawless product warranty.

COPYRIGHT PROTECTION

MECATRANS holds exclusive industrial and intellectual property rights to the products, photos, logos, names, production processes, tooling development, trademarks and technical documentation developed by MECATRANS, without this list being restrictive. These creations may not be communicated, reproduced, used or affixed without its written authorization. In accordance with article L713-6 of the French Intellectual Property Code, MECATRANS is

obliged to use trademarks registered by third-party manufacturers as a reference necessary to qualify the destination of certain products or associated services. Under no circumstances may this use lead to confusion as to the origin of these products.

PROTECTION OF PERSONAL DATA

In accordance with the French law eneral Data Protection Regulation (GDPR) n°78-17 of January 6, 1978, MECATRANS may be required, for the needs inherent to its commercial activity, to collect, process or transfer personal data of the Customer. Customers have the right to consult, modify, limit, rectify and delete their personal data. To exercise his rights, or for any question relating to the management of personal data, the Customer may contact the Data Protection Officer by e-mail at the following address: contact@mecatrans.eu or make any complaint to the French Data Protection Authority (CNIL).

FORCE MAJEURE

MECATRANS shall not be held liable for the non-performance or late performance of its obligations, as described herein or in the commercial documents resulting from the commercial relationship established between the parties, in the event of the occurrence of an unforeseeable event beyond our control, constituting a case of force majeure in the sense of the provisions of Article 1218 of the French Civil Code.

CANCELLATION CLAUSE

In case of default by one of the parties, the present contract is automatically terminated in favor of the other party, without prejudice to any damages or interest that may be claimed from the defaulting party. The termination shall take effect 10 days after a formal notice has been sent and has remained unsuccessful.

CUSTOMER SATISFACTION / COMPLAINT

Our quality approach is based on the requirements of the international standards ISO9001 and IATF16949. MECATRANS invites the Customer to send any suggestion, progress track, remark, sensitive point or complaint by e-mail to contact@mecatrans.eu.

LITIGATION / APPLICABLE LAW / ATTRIBUTION OF JURISDICTION

The legal relationship between MECATRANS and the Customer shall be governed by French law, to the exclusion of any other foreign legislation. In the event of any dispute between the Customer and MECATRANS relating to these general terms and conditions of sale, to the commercial relations arising therefrom and to its accessories, the parties undertake to seek an amicable settlement. Failing this, the courts within the jurisdiction of MECATRANS' registered office shall have sole jurisdiction to hear the said disputes, even in the event of a writ of summons or call for guarantee, forced intervention, multiple defendants, payment by commercial paper, injunction to pay, or proceedings on petition or in summary proceedings.

Signatory name :
Position of signatory :
Date, seal and sign, after handwritten reproduction of the mention "good for agreement":
Date :

CUSTOMER'S CORPORATE STAMP

CUSTOMER SIGNATURE